

FIRST MESA ELEMENTARY SCHOOL



POLICIES AND PROCEDURES MANUAL

APPROVED: _____
Issued date: _____

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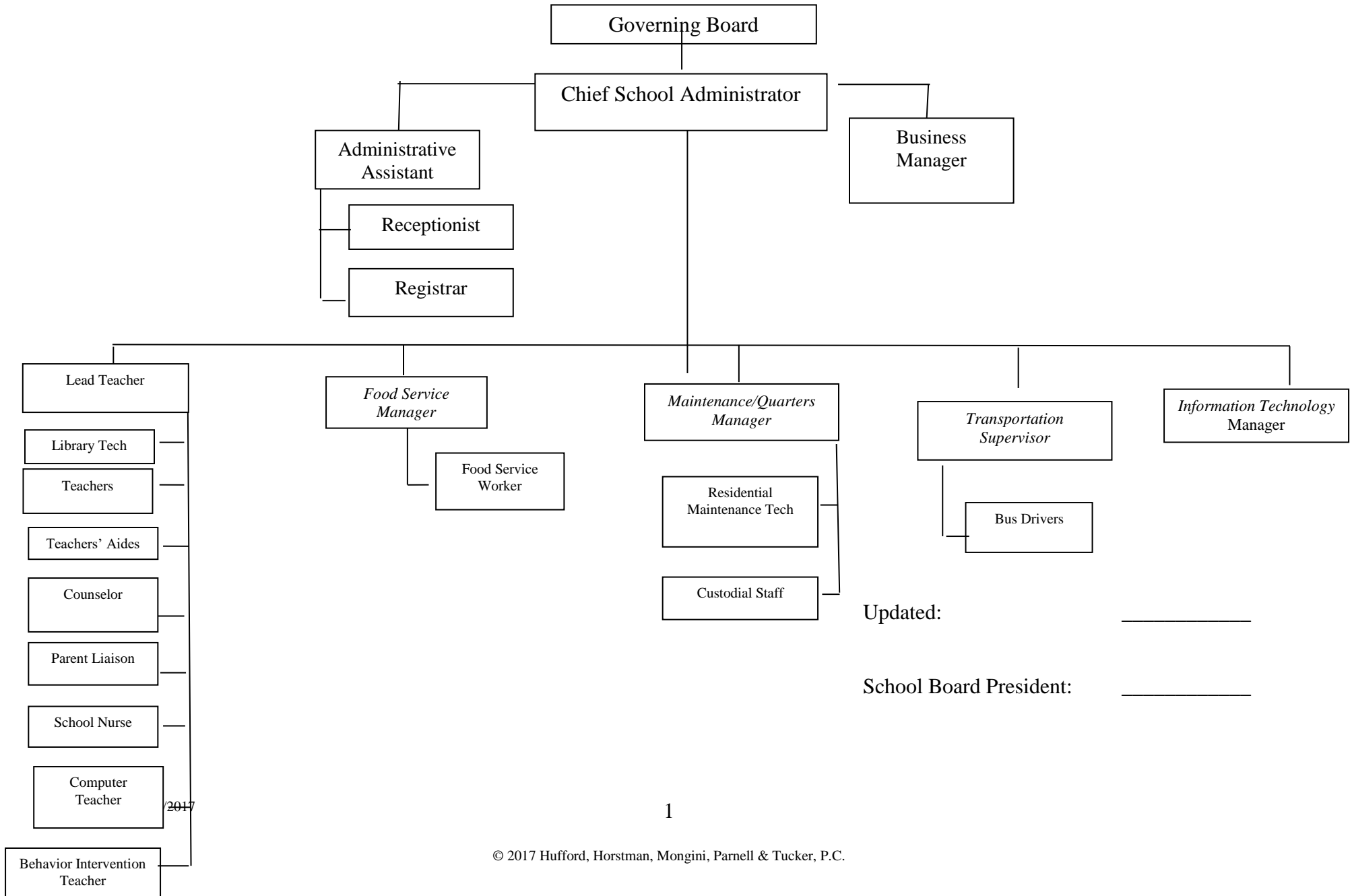
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ARTICLE I. INTRODUCTION

Section 1.01

School Organizational Chart



Updated: _____

School Board President: _____

Section 1.02 Organization Description

A. Mission Statement.

First Mesa Elementary School is academically inclined to building a ladder to success.

B. Beliefs

We strongly believe in the partnership of the school and the community in working toward enhancing the quality of life for our children, our community, and our nation.

In support of this belief, First Mesa Elementary School will focus on the following objectives:

1. Place special value on developing quality communication and computational skills in all academic areas.
2. Instill confidence and self-esteem in each student by stressing his/her individual self-worth.
3. Encourage pride and respect in each individual's cultural heritage and spiritual values.
4. Develop in students the enjoyment of learning and how to use information to solve problems.
5. Educate students on how to achieve and maintain a healthy mind and body.
6. Teach and reinforce social skills that will enable the students to deal with a variety of situations effectively.
7. Integrate diverse cultural values into the school.
8. Instill methods of learning that will continue to assist each student throughout their higher academic and future pursuits.
9. Provide each student an opportunity to develop his or her intellectual and creative abilities.
10. Provide each student an opportunity for students to utilize the natural resources of their community.
11. Provide each student with real-life opportunities to become critical thinkers, exercise individual freedom and practice the democratic process.
12. Prepare students to become effective members and contributors to society.

C. Services Provided.

The School provides educational services for K-6 grade students in the community.

D. Organizational Structure. The local Communities elect representatives to serve on the Governing Board. The Governing 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 Chief School Administrator who directs and manages the day-to-day operations of the School. The Governing Board also employs managerial, professional

and operating staff to assist the Chief School Administrator to carry out the goals and objectives of the School.

Section 1.03 Enactment and Amendment

The FIRST MESA ELEMENTARY SCHOOL Policies and Procedures Manual (hereinafter “Manual”) shall be effective only upon its adoption as the official policy of the Governing Board, and shall be distributed to Governing 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 Chief School Administrator, or other staff, as directed by the Governing Board, shall review proposed amendments and as necessary, shall obtain a legal opinion from legal counsel to the Governing Board regarding said proposed amendments.

The Governing Board may publish the text of the proposed amendments in its minutes and by posting notice of said amendments. The Governing 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 Governing Board. If, in the Governing Board’s opinion, time does not permit a review, the Governing 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 Governing Board shall become effective immediately upon the Governing 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 FIRST MESA ELEMENTARY SCHOOL, and all references to the “Governing Board” shall mean the duly elected and qualified FIRST MESA ELEMENTARY SCHOOL Governing Board.

Section 1.04 Jurisdiction

Any legal matters and employment agreements shall be determined according to and in accordance with the laws of the Hopi Tribe, and the Hopi Tribal 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 Hopi Court.

Section 1.05 Employee Acknowledgment Form

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

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies and/or procedures. Only the Governing Board has the ability to adopt any revisions to the policies in this Manual.

Furthermore, I acknowledge that this Manual, and revisions to it, are part of my contract of employment with the School. ***I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.***

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (TYPED OR PRINTED)

ARTICLE II. PERSONNEL POLICIES

Section 2.01 Nature of Employment

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

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

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

Specific duty assignments (i.e., grade level, subject matter area, etc.) shall be made based upon the needs of the School as those needs are determined by the Chief School Administrator in consultation with appropriate supervisors. Should the needs of the School change, assignments may also change at the direction and discretion of the Chief School Administrator, to meet the School's needs. This provision applies to all positions including, but not limited to, teachers and/or teacher assistants.

Section 2.02 Employee Relations

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

Section 2.03 Non-Discrimination/Hopi/Indian Preference

The School is committed to a policy of non-discrimination relative to race, sex, age, religion, disability and national and/or ethnic backgrounds with the exception of the preference given to Indians under the Civil Rights Acts of 1964, and subsequent modifications. Hopi is sovereign and disclaims federal jurisdiction in personnel matters including, but not limited to, the EEOC and matters related thereto. It is the policy of the School, in all employment decisions, to give preference first to qualified Hopi persons, and secondly, to qualified Indians. Further, it is

the policy of the School to provide for Indian employment whenever possible, consistent with the operation of a high quality educational program. Accordingly, the Governing Board will undertake active recruitment efforts to locate qualified Indian applicants for all vacancies. Similarly, active efforts will be undertaken to notify Indian employees of opportunities for promotion and training. However, notwithstanding the foregoing, the School shall be free to select the best qualified individual for any given position.

The School complies with employment requirements of the Hopi government and disclaims state or federal jurisdiction in such and related matters.

Section 2.04 Immigration Law Compliance

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

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

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

Section 2.05 Employee Medical Examinations

The School may require an employee to undergo a medical examination at any time that the School questions the employee's ability to perform his or her assigned duties, or questions whether the employee may be a threat to the health or safety of the employee or others.

Section 2.06 Anti-Nepotism

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

Relatives of persons employed by the School 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, management will decide who will be reassigned, transferred, or terminated.

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

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

For the purposes of this policy, relatives are defined as immediate family members which includes; spouses, parents, children, brothers, and sisters. This policy also applies to individuals, and their relatives and children, who are not legally related but who reside with an employee or Governing Board member. (For example, common law relationships, foster care guardianships, etc.)

See also Section 2.07, Conflicts of Interest.

Section 2.07 Conflicts of Interest

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

Actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is person who is defined as a relative under the School's hiring policy (see Section 2.06 - Anti-Nepotism).

No person employed by FIRST MESA ELEMENTARY SCHOOL may be directly supervised by an immediate relative (see Section 2.06 – Anti-Nepotism). This policy will apply for summer or part-time work as well as for full-time employment.

A dependent of a Governing Board member (a person for whom more than half of whose support is obtained from a Governing Board member) cannot be hired by the School except upon consent of the Governing Board. Neither a Governing Board member or their spouse or person who lives with a Governing Board member as a spouse, as explained in Section 2.06, may be hired or retained by the School.

School business dealings with outside firms should not result in personal financial gains for any employee or his or her relatives (see Section 2.06 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of the School, shall make known the interest in the official records of the School, and shall refrain from participating in or influencing the School'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 the School does business but also when an employee or relative receives any kick-back, bribe, substantial gift, or special consideration as a result of any transaction or dealings involving the School. All transactions that can be interpreted to involve personal financial gain shall require specific Governing Board approval.

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

Staff/Governing Board Conflict of Interest Waiver Form

I, _____, do hereby indicate:

1. That I am presently an employee/Governing Board Member of the FIRST MESA ELEMENTARY SCHOOL;
2. That I (or my relative(s));
_____ have a substantial interest in the employment, contract, sale, purchase, or service to or decision by the FIRST MESA ELEMENTARY SCHOOL Governing Board as described below.
3. That I shall refrain from participating in any manner in my capacity as a Governing Board Member or an employee of FIRST MESA ELEMENTARY SCHOOL in such employment contract, sale, purchase, service to, or decision by the Governing Board unless specifically permitted to do so by law.

Date

Signature

Section 2.08 Filling Vacancies

A. Determination. Prior to filling any vacancy, the Business Manager shall certify, in writing, to the Chief School Administrator that funds are available for the vacancy. The Governing Board, in consultation with the Chief School Administrator, shall determine whether or not any vacancy should be filled and the timeline for filling said vacancy.

B. Reassignment. The Chief School Administrator is authorized to make in-house reassignments not to exceed one hundred twenty (120) days based upon an employee request or for administrative convenience. Reassignment does not require compliance with other provisions in this Manual.

C. Consultants/Trainers. The Chief School Administrator shall, with the approval of the Governing Board, have authority to hire consultants and/or trainers in accordance with the procurement policy. Consultants or trainers shall receive no benefits. Consultants or trainers shall be evaluated and selected by the Chief School Administrator without regard to other provisions of this chapter; however, this procedure will not be used to circumvent regular hiring practices.

Section 2.09 Pre-Selection Procedure

When a vacancy occurs, or a new position is authorized by the Governing Board, the Chief School Administrator shall take the following steps:

- A. Obtain or develop a Position Description which has been approved by the Governing Board for use in the advertising and hiring procedure for that position.
- B. Establish opening and closing dates for submission of resumes/applications and a timeline for the hiring procedure (i.e., interviews, reports, etc.).
- C. Identify and consider in-house employees qualified for promotional opportunity in the event of any job openings.
- D. Identify any qualified, former employees whose employment with the School was terminated due to a reduction in force. Reinstatement of such employees may occur only within the contract year in which the lay-off or reduction in force occurred.
- E. Post vacancy notices in School buildings at locations designated for in-house announcement(s) for at least five (5) working days after the opening date for submission of resumes and applications.
- F. Advertise job vacancies outside and within the community, in Hopi Tribal employment offices, other areas in the community designated for such public notices, newspapers and other publications where appropriate. The advertising shall be done as widely as

reasonably possible to attract qualified applicants, and specifically to attract Hopi/Indian applicants.

- G. Screen or examine applications on file and create a list of qualified applicants,. Qualified applicants are those meeting the minimal requirements set forth in the Position Description and Manual. A record of all applications for each vacancy shall be kept for twelve (12) months from the date the position is filled, or if not filled, from the date of advertising.
- H. Interview applicants and make recommendations to the Governing Board relative to hiring.
- I. Make contract offer(s) to selected applicant(s) when directed by the School Governing Board.
- J. Orient new employees on the Manual, inform new employees of school procedures and benefits, etc.
- K. Perform fingerprinting and background checks as set forth below:
 - 1. FMES shall conduct background checks, including a review of a prospective employee's criminal history, in compliance with P.L. 101-630 and other applicable laws prior to the prospective employee beginning work at FMES. All prospective personnel shall be fingerprinted prior to beginning work in order to conduct the required background checks.
 - 2. Prospective employees shall certify in a sworn statement that they are not awaiting trial on and have never been convicted of or admitted in open court or pursuant to a plea agreement of committing any criminal offenses in this tribal, state, federal or any other jurisdiction as specified below:
 - a) Sexual abuse of a minor
 - b) Incest
 - c) First or second degree murder
 - d) Kidnapping
 - e) Arson
 - f) Sexual assault
 - g) Sexual exploitation of a minor
 - h) Felony offenses involving contributing to the delinquency of a minor
 - i) Commercial sexual exploitation of a minor
 - j) Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs or controlled substances

- k) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances
 - l) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
 - m) Burglary in the first degree
 - n) Burglary in the second or third degree
 - o) Aggravated or armed robbery
 - p) Robbery
 - q) A dangerous crime against children as defined in the Hopi Children's Code Ordinance 35 and/or Arizona Revised Statutes § 13-604.01
 - r) Child abuse
 - s) Sexual conduct with a minor
 - t) Molestation of a child
 - u) Voluntary manslaughter
 - v) Aggravated assault
 - w) Assault
 - x) Exploitation of minors, involving drug offenses
 - y) Battery
3. Before offering employment to a candidate, make documented, good faith efforts to contact previous employers to obtain information, which may be relevant to a person's fitness for employment. See Appendix A, Background Check Form for Applicants.
 4. Fingerprinting is not required for volunteers who will be providing services to pupils in the presence of and under the direct supervision of a teacher.
 5. The School may refuse to hire or may review or terminate any person who has been convicted of or admitted committing any of the crimes listed above or a similar offense in another jurisdiction.
 6. This section does not require pupils who are also employed by the School to be fingerprinted.
- L. Ensure that all new employees obtain a Standard First-Aid certificate within the employee's initial thirty (30) days of employment. Each employee shall apply for recertification every third year or prior to expiration date of certificate.
 - M. Ensure that new employees obtain a CPR certificate within the employee's initial 30 days of employment. Each employee shall apply for recertification annually.

- N. Ensure that a performance evaluation is completed by the employee's immediate supervisor within the employee's sixty (60) day probationary period.

Section 2.10 Applications for Employment

Any individual desiring to be considered for a job vacancy must submit a timely application and/or resume to the Administrative Assistant . Unsolicited applications will not be accepted. Applications will be discarded at the end of a twelve (12) month period following the selection and appointment of an applicant or from the date the position was advertised if it is not filled.

Section 2.11 Interview Committee

An Interview Committee shall be appointed for all professional position vacancies and other position vacancies when specifically instructed to do so by the Governing Board. The Interview Committee shall be appointed by the Chief School Administrator and shall be composed of no fewer than three (3) and not more than five (5) employees or Governing Board members. The Chief School Administrator shall attempt to appoint committee members possessing knowledge, experience and familiarity with the position under consideration. Unless a conflict of interest requires otherwise, the committee shall include: The Chief School Administrator or designee, the immediate supervisor of the position under consideration, the departmental supervisor of the position under consideration, and an employee of said department. It is not mandatory to have the precise committee members listed above; however, the above listing sets forth the general intent regarding the composition of an Interview Committee.

Section 2.12 Chief School Administrator's Recommendation

Upon receiving and reviewing the Interview Committee's recommendation, the Chief School Administrator may schedule additional interviews or request additional information. Upon completion of his/her review, the Chief School Administrator shall submit his/her recommendation to the Governing Board.

Section 2.13 Alternative to Interview Committee

In cases where an Interview Committee is not required by these policies or the Governing Board, the Chief School Administrator, in consultation with the relevant departmental supervisor, will review applications, identify the most qualified applicants, interview applicants and where possible, consult with the appropriate relevant supervisor regarding applicants. The Chief School

Administrator may schedule additional interviews or request additional information prior to submitting his/her recommendation to the Governing Board.

Section 2.14 Final Approval

A. Chief School Administrator Interviews. The Governing Board shall interview applicants for the Chief School Administrator position.

B. Final Decision. All final employment decisions shall be made by the Governing Board. Documentation of the interview process for all positions shall be maintained for five (5) years.

C. Notification of Selection. The Chief School Administrator, or designee, shall notify the selected applicant and will negotiate any outstanding terms and conditions of employment and the reporting date with the selected applicant.

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

Section 2.15 Emergency Appointments

A. Emergency Certification. When an emergency occurs requiring the immediate services of a person in a particular position, the Chief School Administrator may certify such position for restricted advertising and hiring as determined by the Chief School Administrator.

B. Requirements for an Emergency Certification. Emergency certifications shall occur only if the Chief School Administrator, 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 Chief School Administrator shall submit his/her recommendation on hiring to the Governing Board with the reasons therefor. The Governing Board shall make the final hiring decision.

E. Maximum Appointment Period. No emergency hiring shall exceed one hundred twenty (120) calendar days. At the expiration of the one hundred twenty (120) day appointment,

the contract will be terminated unless the employee has been duly appointed to that position after all employment procedures have been fulfilled.

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

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

Section 2.16 Substitute or Intermittent Professional Employees/Hiring

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

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

person and rescind the contract for intermittent services. Such decision shall, however, be reported to the Governing Board at their next regular meeting and the cause, if any, may be reported to the Governing Board in executive session.

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

Section 2.17 Prerequisites to Beginning Work and Accruing Salary

Applicants for any long-term position, which shall be 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 unless and until hired by the Governing Board. No person who has been hired by the Governing Board shall begin to perform the duties of employment and no salary shall be earned unless and until the following has been accomplished by the employee and his or her supervisor.

1. The employee has been checked through the Business Office, has completed all applicable federal and state tax declarations and has executed all applicable salary payment and deduction agreements.
2. The Personnel Office has enrolled the employee in all proper employee benefit plans and has prepared and obtained all required signatures on a fully completed contract containing the term of the contract and the salary to be paid to the employee. Proof of all required certification shall be presented by the employee to the School at or before this time.
3. The employee has been given the opportunity to read the Policy Manual and has signed the declaration to that effect pursuant to Section 1.05.
4. A properly completed original of the United States Immigration and Naturalization Form I-9, as required by law, has been properly executed with regard to the employee.
5. The Chief School Administrator has completed his/her duties set forth at Section 2.09 herein or has documented in writing timely steps toward completion and the date for completion.

Section 2.18 Contracts of Employment

First Mesa Elementary School Policy 2.18

FMES enters into contracts of employment with FMES Employees. These contracts are binding, legal documents which obligate both FMES and Employees for a defined period of time. The law recognizes the importance of contracts and ensures that both parties, FMES and the Employee, can rely on the contracts for planning and organizing their business, their lives and planning for the health, safety and welfare of the children entrusted to them. For these and other reasons the law enforces contractual agreements. FMES relies on the mutual commitments in these employment contracts to: plan and operate the school; educate, care for and develop FMES students; and to create a positive, fair, effective and efficient workplace. For these and other reasons FMES is committed to enforcing their employment contracts including requiring Employees to complete the contract term.

1. Completing the Contract. It is important for Employees to complete their contracts of employment with FMES for numerous reasons including:
 - A. FMES relies on employment contracts and adherence to the contracts in planning its school year, programs and in order to provide FMES students with the best possible academic opportunities, personal development and a safe, comfortable environment.
 - B. FMES students suffer when FMES Employees do not complete their contracts.
 - i. Educational programs are interrupted;
 - ii. Staff/student relationships that are so important to a child's development, academic achievement and general wellbeing are abbreviated, terminated and must be reconstructed, if possible, with a new person under poor conditions; and
 - iii. Continuity of instruction, the accumulated day-to-day knowledge of students and the students' understanding of and comfort with the staff/teacher are all lost.
 - C. FMES resources are wasted.
 - i. Training costs expended on an early terminating Employee are wasted;

- ii. Administration must recruit, advertise for and process the openings created by an early termination;
- iii. A newly hired Employee must undergo training, policy education and other procedures prior to beginning employment; and
- iv. A new and costly background check must be completed.

D. An early termination results in hiring at a poor time in the School Year.

- i. There is a shortage of qualified school personnel including teachers, administrators, aides, bus drivers, kitchen staff and others;
 - ii. Hiring partway through a contract year often results in poor hires from a diminished or nonexistent labor pool; and
 - iii. The best Employees already have jobs and are honoring their contracts.
2. FMES has experienced the above issues resulting from Employees leaving FMES prior to completing their employment contracts to take jobs they prefer, or which pay a higher salary.
 3. In the best interest of FMES and the children FMES serves, FMES will no longer tolerate breaches of contract, early termination of contracts or resignations without a legitimate, documented emergency. With the adoption of this policy, FMES is providing clear notice to all FMES Employees that FMES will pursue all possible remedies should an Employee breach their employment contract by terminating their employment prior to its conclusion.
 4. Because damages arising from an early employment termination are so difficult to calculate, all FMES contracts of employment will contain a liquidated damages provision establishing a reasonable amount of agreed upon damages which will be automatically assessed upon any early termination.
 5. Training expenses expended relative to the early terminating Employee in the twenty-four (24) months prior to the early termination of a contract, will be repaid by the early terminating Employee in addition to the liquidated damages.
 6. An individual signing a contract in August or prior to the next School Year to work at FMES in the next School Year or to come back to work at FMES in the next

School Year, who attends training, paid for by FMES, in the Summer or otherwise after signing the contract and prior to beginning employment, who fails to come to work for FMES or terminates their contract early, must pay back to FMES all costs associated with said training. Such payment shall be in addition to liquidated damages or other damages.

7. An early terminating Employee must continue to make rent payments if leasing a school residence until such time as another resident can be placed in the early terminating Employee's residence.
8. FMES shall cease paying health insurance and any other insurance premiums or other benefits immediately upon an early terminating employee's termination of employment and as insurance plans and applicable law permits. It shall be the employee's responsibility to pursue health insurance and other desired coverage under COBRA, plan procedures or as other laws and policies may allow or apply.
9. All of the above damages and costs plus any other debt to FMES will be deducted from any amounts due the early terminating Employee. Employee, by executing the Employee's contract of employment, agrees that said deductions can and shall be made.
10. Shortfalls in the repayment of the above damages from amounts due the Employee shall be a legal obligation of the Employee and must be paid back to FMES by the early terminating Employee within thirty (30) days of their employment termination date.
11. FMES shall report an Employee's early termination of the Employee contract to all certifying or licensing agencies and shall further provide that information in response to any reference checks from other potential employers of the early terminating Employee.
12. This policy is not and is not intended to be punitive but is established in the best interest of our students who have been damaged by early terminating Employees in the past.

APPENDIX II A
BACKGROUND CHECK FORM FOR APPLICANTS

Applicant's Name: _____ Position Applied for: _____

Date of Background Check: _____

Name of Person Contacted: _____ Telephone: _____

Name of School/Business (if applicable): _____

Address: _____

Relationship to applicant:

☐ Former employer – position: _____

☐ Former supervisor – position: _____

☐ Personal reference

Method of contact: ☐ Telephone ☐ Letter ☐ Facsimile

QUESTIONS FOR FORMER EMPLOYERS / SUPERVISORS:

Dates of employment: _____

Position Held: _____

Final rate of pay: _____

Was the person reliable? ☐ yes ☐ no; If no, explain: _____

Was the person satisfactory? ☐ yes ☐ no; If no, explain: _____

Any concern about the person being late to work without authorization? ☐ yes ☐ no;
If yes, explain: _____

Any concern with abuse of leave policies (i.e. sick or personal leave)? ☐ yes ☐ no;
If yes, explain: _____

Any concern with abuse of other policies? ☐ yes ☐ no;

If yes, explain:

Any difficulty establishing communication and rapport with children? ☐ yes ☐ no;

If yes, explain:

Any difficulties in establishing communication and rapport with supervisors? ☐ yes ☐ no;

If yes, explain:

Did the person ever receive a written counseling statement, letter of direction or reprimand?

☐ yes ☐ no; If yes, describe:

Did you ever take action or consider taking action to suspend, decline to renew, or dismiss the employee? ☐ yes ☐ no; If yes, describe:

Was there ever an allegation or complaint about the person involving:

Abusive language? _____

Insulting or derogatory comments? _____

Inappropriate contact with a child? _____

Verbal or physical contact of a sexual nature? _____

Dishonesty? _____

Substance Abuse? _____

Failure to provide adequate supervision? _____

Failure to follow reasonable directions or instructions? _____

If yes on any of the above, explain in detail: _____

Was the person ever involved in an accident that resulted in injury to an adult or child?

☐ yes ☐ no; If yes, explain: _____ Would
you rehire this person? _____

Can you identify anyone else who could provide relevant information regarding this applicant's
fitness for employment as a [position applied for] _____

Is there any other information I have not asked about that would help us determine this person's
eligibility, qualifications, and suitability for employment with our school? _____

QUESTIONS FOR PERSONAL REFERENCE

How long have you know the applicant? _____

What is the nature of your relationship? _____

Why do you think the applicant would be a good choice for this position? _____

Do you know of any reasons that could prevent the applicant from fulfilling the functions of the
positions? _____

Background check form completed by: _____

Date completed: _____

ARTICLE III. EMPLOYMENT STATUS AND RECORDS

Section 3.01 Employment Categories

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

A. Exempt Employees are those executive, professional and administrative employees who are exempt from coverage of the School's overtime provisions. The School's exempt employees include, but are not limited to:

1. Chief School Administrator
2. Administrative Assistant
3. Certified Counselors
4. Business Manager
5. Certified Teachers
6. Facility/Maintenance Manager
7. Food Service Manager
8. Transportation Supervisor
9. IT

B. Non-exempt are those employees who are not exempt from coverage under the School's overtime provisions.

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

C. Year-long employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule on a year-long basis. Generally, they are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program.

D. School-year employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule during school year. Generally, they are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program.

E. Probationary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with School is appropriate. There are two classifications of probationary employees: 1) newly hired, and 2) promoted and/or transferred. Newly hired probationary employees are those employees who were not employed by

the School immediately before their hire for the subject position or whose contract was terminated or non-renewed before their hire by the School for the subject position. Promoted/transferred employees are employees who were employed by the School at the time they were promoted or transferred to the subject position.

A probationary employee is considered an Employee-at-Will and may be terminated at any time by the Governing Board with or without cause. An Employee-at-Will is not entitled to grieve their termination or any other matter through either the grievance procedures or appeal procedures. The decision of the Governing Board is final. See Section 3.02, Probationary Period.

F. Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category may not exceed 90 total days per fiscal year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally-mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

A temporary employee is considered an Employee-at-Will and may be terminated at any time by the Governing Board with or without cause. An Employee-at-Will is not entitled to grieve their termination or any other matter through either the grievance procedures or appeal procedures. The decision of the Governing Board is final.

G. Part Time employees are employees hired for the school 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 the School not these policies. If no benefits are given in said contract then it is presumed that the employment is without benefits or is limited to those benefits specifically set forth in their contract. Part time employees are not "eligible employees" as defined in Article V Section 5.01 herein. Prior to any non-employee providing services to the School, pursuant to a stipend or other arrangement, said person must complete the background check as set forth in Policy § 2.09 (K).

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.

H. Student Teachers. Persons student teaching at the School under a recognized student teacher program are not employees of the School. 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 said standards by the student teacher shall be grounds for the termination of the student teaching opportunity for that person at the School.

School employees who student teach at the School, but were employed by the School prior to their student teaching, will be paid at the rate and in the manner that they were paid prior to student teaching, while they are student teaching.

Section 3.02 Probationary Period

- A. Newly hired employees and newly promoted and/or transferred employees who are holding a new position are probationary employees and shall be subject to a probationary period of sixty (60) calendar days. This probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School uses this period to evaluate employee capabilities, work habits, and overall performance.
 - 1. Progress reports at one-month intervals may be conducted by the immediate supervisor.
 - 2. A Probationary period may be extended for one additional thirty (30) day period when recommended by the supervisor.
 - 3. Prior to the completion of the probationary period or any extension of the probationary period, the employee's supervisor shall conduct and complete an evaluation of the employee and provide it to the Chief School Administrator.
- B. Employee benefits shall begin accruing starting with the first pay period; however, no personal leave may be actually used until the Employee successfully completes the probationary period. If the Employee does not successfully complete the probationary period, the Employee shall not be paid for any annual, personal and/or sick leave.
- C. For newly transferred and/or promoted employees who are subject to a probationary period, these employees will continue to accrue their annual leave and sick leave.
- D. A newly hired probationary employee is considered an employee-at-will and may be terminated at any time by the Governing Board upon the supervisor's recommendation, with or without cause. The determination to terminate a newly hired probationary employee during the probationary employee status is solely within the discretion of the Governing Board. An employee-at-will is not entitled to grieve his/her termination through either the grievance procedures or appeal procedures.
- E. When an employee has been promoted and/or transferred before completing the probationary period, he/she shall be required to serve another probationary period of sixty (60) calendar days.
- F. When an employee has been promoted, but fails to successfully complete the probationary period, the employees shall be returned to their former position or an equivalent position. If such position is not available the employee may be terminated.
- G. When a supervisor fails to conduct a 60-day probationary period evaluation and takes no action, the Chief School Administrator shall convert the employee to regular status and to notify the appropriate supervisor of the neglect of duty.

Section 3.03 Employment Reference Checks

To ensure that individuals who are employed by the School are well qualified and have a strong potential to be productive and successful, it is the policy of School to check the employment references of all applicants. See Section 2.09.K.3.

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

Section 3.04 Personnel Data Changes/Updates

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

Teachers, administrators, and other personnel required to be certified shall supply to the administrative office the required certification. It is the responsibility of each teacher and administrator and other personnel required to be certified to obtain such certification, supply proof of such certification to the administrative office and to keep their certification current.

Section 3.05 Access to Personnel Files

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

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

An employee who wishes to review his/her own file, should contact the Chief School Administrator. With reasonable advance notice, an employee may review his/her own personnel file in the School's administrative office and in the presence of the Chief School Administrator. No documents may be altered, added to, or removed from the file during such review.

Section 3.06 Non-Disclosure

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

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

Any employee who discloses confidential 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.

Section 3.07 Employment Applications

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

Section 3.08 Performance Evaluation

A. Policy. Performance evaluation is the continuing process of measuring employee's contribution to FIRST MESA ELEMENTARY SCHOOL. The performance evaluation process: (1) provides the employee with the supervisor's assessment of areas of strengths and those needing improvement in the performance of assigned duties; (2) allows the employee and supervisor to plan professional development activities; and (3) provides the supervisor with a formal process for feedback to and from employees. Performance evaluation will be the supporting data used for individual personnel decisions such as promotions, demotions, incentive awards and other recognition. It will also be used to plan group training, organizational restructuring and work force expansion. Increases in compensation are not automatic and will be based in part on performance.

B. Evaluation. Each employee will be evaluated. Teachers will be observed/evaluated formally at least once per school year. If problems are observed, additional observations may be required. First and second year teachers will be observed/evaluated formally two times per school year. All teachers who have been teaching three years or more will be formally observed/evaluated once per year. The supervisor/Chief School Administrator will use an evaluation checklist to document all formal observations.

Teacher Assistants will be formally evaluated at least twice per school year by their immediate supervisor and others as may be appropriate.

C. Evaluation of Non-Teaching and Administrative Personnel.

The evaluation of Non-teaching and Administrative Personnel shall be accomplished twice a year by their immediate supervisor. The supervisor shall regularly observe the performance of all employees under his/her supervision. Once every semester, the supervisor shall complete a written evaluation of each employee under his/her supervision on a standard form to be provided to the Chief School Administrator. In the event where problem areas are observed during the observation then additional observations will be required. An accurate and completed copy of the evaluation, dated and signed by the supervisor, shall be delivered to the employee in a private conference within three days of the evaluation date. The evaluation shall be signed and dated by the employee acknowledging only receipt at the time of the conference.

D. Performance Standards. Performance standards will be based upon the principal job elements set forth in the written Position Description and, where possible, written in measurable objective statements. Each supervisor will meet with staff within thirty (30) days of the beginning of each school year to review performance standards. New employees will review the performance standards with the supervisor within the first two (2) weeks of employment.

E. Deficiencies. A formal performance evaluation will be conducted when the immediate supervisor notes unsatisfactory work performance. An improvement plan will include specific actions needed to be performed by the employee, along with a timeline within which improvement should be noted.

F. Administration. The Chief School Administrator will provide supervisors with performance evaluation forms for each employee in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's official personnel file.

G. Chief School Administrator. The Governing Board is responsible for conducting annual evaluations for the Chief School Administrator. The evaluation shall be based upon criteria taken from the job description. All evaluations will be discussed with the Chief School Administrator in an executive session of a duly called meeting. The Chief School Administrator will be given a copy of the written evaluation.

H. Employee Comments. Every performance evaluation form shall include space for comment by the employee. If the employee does not agree with the evaluation, a statement of non-concurrence can be included in the evaluation.

Section 3.09 Position Descriptions

All employee positions shall have a Position Description. Supervisors shall use Position Descriptions to orient new employees regarding their duties and responsibilities. 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 Chief School Administrator, who shall consult with department heads and the Chief School Administrator in developing said descriptions. All Position Descriptions shall be approved by the Governing Board prior to use.

Section 3.10 Contract Renewal/Non-Renewal

Renewal or nonrenewal of employee's employment with the School 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 the school will be deemed to have been nonrenewed and employee's employment with the School will terminate with the termination date of employee's current contract. A nonrenewal of an employment contract is not "adverse action."

The School does not recognize any tenure rights or rights to continued employment of any employee beyond the term of employment identified in an employee's current year contract. Because nonrenewal is neither a disciplinary action nor adverse action under Hopi law, the decision to non-renew the employment of an employee by the School is final and not subject to an appeal or grievance.

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 if a new contract is offered. The offering of a contract renewal to a probationary employee is not considered a satisfactory completion of the probationary period. The probationary period shall continue for the mandatory sixty (60) calendar days or greater if the period is extended.

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

APPENDIX III-A

CONSENT AND WAIVER TO CONDUCT BACKGROUND CHECKS

I, _____, DOB _____, SSN _____, residing at _____
[Printed Name of Potential Employee]

_____ have applied for employment with the FIRST MESA ELEMENTARY SCHOOL (hereinafter School). As indicated by my signature below I understand that the School will conduct a background check of me through any or all of the following:

1. Bureau of Indian Affairs;
2. The United States of America and any of its branches, agencies or departments;
3. The State of Arizona and any of its subdivisions, branches, agencies or departments;
4. The Hopi Tribe and any of its subdivisions, branches, agencies or departments; and
5. Any private entity retained by the School to conduct such background checks.

I understand that the School will conduct these background checks to determine my criminal history, if any, and any other factors that may be relevant to my fitness for employment with the School.

As evidenced by my signature below I consent to any or all of the above noted entities providing all requested information and hereby waive and forever surrender any objection or claim I may have or acquire relative to the background checks or those providing information pursuant to the School's request. I further agree and direct that a copy of this request shall have the same force and effect as an original.

This consent is limited to requests for background information from FIRST MESA ELEMENTARY SCHOOL

and its authorized agents from _____ to _____.

[Month , Day, Year]

[Month, Day, Year]

Signature

Date

APPENDIX III-B

Notice Of Contract Offer And Form For Accepting Contract Offer (employee must sign and return within 15 days of the date of this Notice)

The FIRST MESA ELEMENTARY SCHOOL, School Governing Board (hereinafter "Governing Board") offers you the attached

employment contract for the year _____. The date of this offer is _____.
[Month, Day, Year]

**THIS OFFER OF AN EMPLOYMENT CONTRACT IS GOOD/VALID FOR ONLY
FIFTEEN (15) DAYS FROM _____ WHICH IS UNTIL _____.**
[Month, Day and Year] [Month, Day and Year]

If you wish to accept this contract you must do so in writing (by completing the form below or otherwise) and delivering your written acceptance to the FIRST MESA ELEMENTARY SCHOOL Chief School Administrator on or before

_____.
[Month, Day and Year]

If the School does not receive your written acceptance of the contract offered by _____, the School will assume that you have decided not to accept the offer and the offer will be withdrawn and void and the School will proceed to fill the position with another person.

I, _____, evidenced by my signature below, accept the
[Printed name of Employee]

Contract attached hereto as shown by my signature below and also by my signature on the contract. I understand that the Contract is not valid and the offer is not accepted until I have signed the contract and the contract and acceptance are delivered to the School Chief School Administrator.

Signature

Date

ARTICLE IV. MANAGEMENT OF THE WORK FORCE

Section 4.01 Regular Hours of Work

The office will be staffed from 7:30 a.m. to 4:00 p.m. based on flexible scheduling by the office staff. Academic staff's regular hours of work are from 7:30 a.m. to 4:00 p.m. Monday through Friday and may be altered depending on the needs of the school. The facility management staff work assigned staggered shifts. Kitchen staff regular hours of work are from 6:00 a.m. to 2:30 p.m.

At times, circumstances will require schedules for employees to vary throughout the School. Also, different terms and conditions apply to exempt and non-exempt employees under the Fair Labor Standards Act ("FLSA"). See Section 3.01. This is particularly important relative to overtime eligibility. See Sections 3.01, 4.11 and 4.16. 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 (12) hour shift. The Chief School Administrator is authorized to declare administrative leaves when the situation dictates.

Section 4.02 Dress

Teachers are expected to create a classroom climate and culture, which supports academic achievement. As mentors and role models for children, we must understand that children do learn through observation.

Our appearances do impact student development, please dress professionally. Proper attire is expected and includes tasteful, professional dress in keeping with standard business practice. Dress pants, jackets, sweaters, skirts, pant suits, blouses, dress shoes, dress shirts, sports shirts, ties, tasteful jewelry and accessories are encouraged. Please do not wear old, faded, torn or frayed jeans, tennis shoes, athletic clothing, short pants, flip flops, baggy pants, collarless shirts, T-shirts, clothing with inappropriate advertising, or revealing attire. Employees are encouraged to cover any tattoos and observe good hygiene.

Section 4.03 Absences

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

Section 4.04 Absence Without Leave/Lateness

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

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

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

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

Section 4.05 Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with School and such employment does not constitute a conflict of interest. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to School scheduling demands, regardless of any existing outside work requirements.

If School determines that an employee's outside work interferes with the employee's performance or the ability of the employee to meet the requirements of School 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 School.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on School.

Section 4.06 Health Standards

Good health of all persons associated with FIRST MESA ELEMENTARY SCHOOL is important; therefore, the School will comply with all health standards and directives issued by or through the Indian Health Service and the Environmental Health Office of the Hopi Tribe.

Section 4.07 Chain of Command

All employees will follow the chain of command in accordance with the approved Organizational Chart of FIRST MESA ELEMENTARY SCHOOL (Page 1, Section 1.01).

Section 4.08 Training

Each employee is encouraged to develop skills through on-duty and off-duty training. When funds are available, training will be provided by the School. Any employee who receives training at School expense is expected to work for the School through the duration of their contract. Any employee who chooses not to work at the School after receiving training or resigns prior to completing their contract shall reimburse the School for the cost of the training and the employee, by signing the acknowledgement to this Policies and Procedures Manual, agrees that any such amounts may be deducted from their last remaining paychecks or other amounts the School may owe employee.

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

B. Off-Site Training. All training which requires out-of-area travel (defined as any travel outside 150-mile radius of the School) and overnight stay will be subject to approval by the Governing Board. A training request will be placed on Agenda at the next regular Governing Board meeting after the request and a report from the Business Manager for funding availability have been submitted. BIA/OIEP or other governmentally required trainings and/or meetings that have not provided sufficient notice shall be exempt from this section; however, travel for such trainings and/or meetings shall be placed on the agenda for ratification at the next Governing Board meeting.

C. Early Terminating Employee. An early terminating Employee is more fully described in Policy 2.18. An early terminating Employee is an Employee who fails to complete their employment contract due to a breach of contract, an early termination of the contract, being terminated by FMES due to disciplinary actions/violations of policy or resignations without a legitimate documented emergency and as more fully explained in Policy 2.18. Training expenses expended relative to the early terminating Employee in the twenty-four (24) months prior to the early termination of an employment contract will be repaid by the early terminating Employee and any such training expenses may be deducted from any funds owing by FMES to an early terminating Employee at any time, including at the termination of Employee's employment with FMES and from any amounts owed by FMES, including payroll at that time.

Section 4.09 New Employee Orientation

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

Section 4.10 Administration

The Administrative Assistant will ensure that authorized employee development programs are properly administered and shall maintain records of all training conducted and ensure that a current record is maintained in each employee's personnel file.

Section 4.11 Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal laws require the School 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 shall be kept at the work site.

It is the employee's responsibility to sign his or her timecard and to certify the accuracy of all time recorded. Timecards 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 timecard and leave in the designated place for your supervisor before you leave, attach your completed timecard.) The supervisor will review and sign the timecard before submitting it for payroll processing. In addition, if corrections or modifications are made to the timecard, both the employee and the supervisor must verify the accuracy of the changes by initialing the timecard.

Section 4.12 Paydays

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

In the event that a regularly scheduled payday falls on a regular day off or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If payday falls during an inter-session, school year employees will be paid on the regular payday.

If an employee has direct deposit to their account, the payroll clerk requires a 10-day advance notice to stop the direct deposit. No Cash Advances may be made.

Section 4.13 Pay Deductions and Setoffs

The School offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to make bank deposits, 401k plans and other programs that accept payroll deductions.

Pay setoffs are pay deductions taken by the School usually to help pay off a debt or obligation to School (i.e., meals, rent, etc.)

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

Section 4.14 Withholding to Pay Debts

During or at the conclusion of employment, FMES may deduct amounts Employee owes FMES from any amounts, including pay, deposits or any other amounts FMES owes Employee.

Section 4.15 Repayment of Training Costs

FMES Employees terminating their employment contracts with FMES or having their contracts terminated by FMES prior to the end of the contract period, shall pay back to FMES all training costs incurred on behalf of such Employee or arising from Employee's employment, in the twenty-four (24) months prior to the contract termination. (See also Policies 2.18 and 4.08C) These shall constitute debts as set forth in Section 4.14 above.

Section 4.16 Employee Responsibility for Deductions

It is Employee's responsibility to ensure that all deductions from Employee's paycheck are correct and if incorrect, that they are corrected immediately. Any and all underpayments of any nature, including rent, from such incorrect deductions or any other reason, remain the responsibility and obligation of Employee and a debt that Employee owes FMES pursuant to Section 4.14 above.

Section 4.17 Safety

To provide a safe and healthy work environment for students, employees and visitors, the School has established a workplace safety program. This program is a top priority for the School. The Chief School Administrator and/or BIE Maintenance has the responsibility for implementing, administering, monitoring, and evaluating the safety program; however, its success depends on the alertness and personal commitment of all. Managers at all levels have the responsibility of ensuring a safe workplace.

The School 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 their supervisor or with another supervisor or the Chief School Administrator and/or BIE Maintenance.

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

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.

Section 4.18 Rest and Meal Periods

All full-time employees are allowed one meal period of 30 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.

Section 4.19 Overtime

FIRST MESA ELEMENTARY SCHOOL is informed that due to recent federal court decisions, it appears that the FLSA does not control FIRST MESA ELEMENTARY SCHOOL or

like entities. Therefore, FIRST MESA ELEMENTARY SCHOOL disclaims any applicability of the FLSA and asserts its sovereign immunity from application of the FLSA to FIRST MESA ELEMENTARY SCHOOL. Notwithstanding the foregoing, FIRST MESA ELEMENTARY SCHOOL adopts the procedures and policies set forth in the FLSA relative to overtime. By disclaiming the applicability of the FLSA, FIRST MESA ELEMENTARY SCHOOL affirmatively states that it will not respond and is not required to respond to any federal claims or the jurisdiction of any federal court; however, it will respond in Hopi court to its decision to include similar overtime provisions via its own policies. FIRST MESA ELEMENTARY SCHOOL intends by this action to implement a more informal policy designed to insure equity and fairness to its employees and the best interest of FIRST MESA ELEMENTARY SCHOOL students, staff and community. This more flexible system will be directed by the CSA and shall not be bound by the formal FLSA requirements. It shall be the general direction of these policies to limit overtime to the degree possible, use flex time and compensatory time, in place of overtime and to operate the school in a manner that is fiscally responsible and at the same time fair to staff. The following requirements will be implemented consistent with this general policy statement.

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

- A. When operating requirements or other needs of the School cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours and will qualify for overtime as provided in this section. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Exempt employees are not eligible for overtime or compensatory time. Exempt employees (including but not limited to supervisors and other positions listed at Section 3.01 herein) will not be paid overtime nor will they be given compensatory time except in extreme or special circumstances where such payment or credit is authorized by the Chief School Administrator or Governing Board prior to doing the work for which overtime or compensatory time is requested or granted.
- B. Overtime compensation is paid to all non-exempt employees similar to federal laws at the following rate(s): One and one-half times the employee's base straight-time rate for all hours actually WORKED over 40 hours in a work week. Exempt employees are not eligible for overtime regardless of the hours worked, absent the special authorization required in Section 4.16.A.
- C. Overtime pay is based on actual hours worked. Time off for sick leave, annual leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
- D. Failure to work scheduled overtime assigned by the appropriate supervisor may result in disciplinary action, up to and including possible termination of employment. Overtime of up to two hours per day may be assigned only by the Chief School Administrator. Overtime in excess of two hours must be approved in advance by the Chief School Administrator.

- E. Working overtime without appropriate prior authorization will be grounds for disciplinary action. In emergency circumstances, the appropriate supervisor may authorize overtime to resolve the emergency.
- F. Compensation Option – Overtime may be compensated by compensatory time off if there is a prior, voluntary (free of coercion or pressure, express overtime implied) agreement to that affect.
 - 1. Prior to working overtime the employee must agree to the type of compensation preferred either pay at time and one-half, or compensatory time off at time and one-half. An employer cannot require an employee to accept compensatory time in lieu of overtime pay; however an employer may give the overtime to another employee who has agreed to accept compensatory time. An employee cannot demand compensatory time in lieu of payment for overtime worked; it is at the discretion of the employer provided the agreement requirement is met.
 - 2. Compensatory time off must be taken within a reasonable period, which will be determined by the immediate supervisor, but not more than 30 days after it is earned. However, in no case may an employee accrue more than 120 hours of compensation time off.

Use of Accumulated Compensatory Time. The employee and his/her supervisor shall arrange compensatory time off. Supervisors shall properly account for compensatory leave earned and taken.

Reporting of Overtime and Compensatory Time. The Business Manager is responsible for analysis and control of all overtime and compensatory time and for the submission of such reports as may be required.

Section 4.20 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, non-emergency personnel are not to report to duty without the prior consent of the Chief School Administrator. Non-emergency personnel that report to work without such authorization will not be paid for days on which the School is closed due to emergency conditions. The Chief School Administrator or the BIE Maintenance shall post a list of positions which are designated as “emergency personnel,” all other positions are designated non-emergency personnel.

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

Section 4.21 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using equipment, employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

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

Use of school equipment and vehicles shall be for official school use only. School equipment and vehicles shall only be used for the specific purpose for which it was checked out. No other use is permitted. 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 a ground for discipline up to and including termination. Further, the person to whom the equipment or vehicle was checked out shall pay any damage or expense arising from the misuse or use in violation of this policy.

No temporary employee may use a school vehicle without the written permission of the Chief School Administrator.

DO NOT PUT PREMIUM GAS IN AN FMES/GSA VEHICLE. IF AN EMPLOYEE PUTS PREMIUM GAS IN AN FMES/GSA VEHICLE, THE EMPLOYEE MUST PAY BACK ONE HUNDRED (100%) PERCENT OF THE COST OF THE PREMIUM GAS.

Section 4.22 Business Travel Expenses

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

All business travel must be approved in writing and in advance by the Chief School Administrator and the Governing Board when applicable.

Employees with approved travel plans should make all travel arrangements through the Business Office.

When approved, the actual costs, if reasonable, of travel, lodging, and other expenses directly related to accomplishing business travel objectives for which original receipts are submitted will be reimbursed by the School unless a flat rate is accepted. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- ◆ Airfare or train fare for travel in coach or economy class.
- ◆ Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- ◆ Taxi fares.
- ◆ Mileage costs for use of personal cars will be provided only under the following circumstances: (1) when less expensive transportation is not available; and (2) school provided transportation is not available. Mileage cost for use of personal cars will be reimbursed at the existing U.S. government published rate, which rate is lower if school provided transportation is available. All employees must obtain prior written approval from the Chief School Administrator for use of a personal car. Employees with the same destination for school related travel should ride together whether in a school provided or personal car. The School will not pay multiple mileage requests for the same trip absent special circumstances and prior written approval by the Chief School Administrator of said multiple payments.
- ◆ Cost of standard accommodations in mid-priced hotels, motels, or similar lodgings if overnight travel is pre-authorized by the Chief School Administrator.

The cost of meals will be reimbursed only when the employee is on travel status away from his/her work station overnight.

- ◆ Charges for telephone calls, faxes, and similar services required for business purposes.

Any employee who is involved in an accident while traveling on business must promptly report the incident to the Chief School Administrator and Transportation Supervisor.

Vehicles owned or leased by the School may not be used for personal use.

No spouse, dependents children or other unauthorized persons shall accompany those persons utilizing a FIRST MESA ELEMENTARY SCHOOL vehicle while on official business.

Per diem may be made to employees to cover reasonable anticipated expenses, after travel has been approved. Employees should submit an approved, travel authorization to the Business Manager when travel advances are needed.

When travel is completed, employees should submit completed travel expense reports with original receipts for travel expenses including room and board, luggage, parking, etc. attached within five (5) days.

Employees should contact the Business Manager for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

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

For purposes of calculating travel expenses, the School shall be considered the official duty station.

The Federal Travel Regulations as set forth annually in the U.S. Code of Federal Regulations (CFR) shall be used as a guide for travel expenses.

Exigencies occurring during School-sponsored travel and/or activities requiring a further expenditure of School funds shall be the responsibility of the traveler or travelers involved in the exigency. If the situation requires, School funds may be immediately expended, upon approval of the Chief School Administrator, as the exigencies may require, subject to reimbursement as may be determined appropriate by the school Governing Board on a case by case basis. An employee may be required to reimburse the school for airfare, train, or non-refundable, registration fees, or motel reservations if the individual cancels a travel request.

Section 4.23 Credit Cards

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

- A. The school credit card shall remain in the physical possession of the Business Manager until checked out by an authorized user. The school credit card will only be checked out immediately prior to its use and shall be returned to the business manager the same day the user returns from a school authorized trip or otherwise has no further need of the card,

whichever occurs first. If the user returns after business hours, the school credit card must be returned before 8:30 a.m. the next business day. See Appendix IVA

- B. Prior to checking out the school credit card, the user must have signed a form on file acknowledging the users understanding of the school credit card policy, agreeing to any penalties that may be imposed by its misuse and agreeing to pay back any unauthorized excessive or unacceptable charges on the card. Immediate and authorized deductions from paychecks, stipends, per diems, etc. to recover said amounts, is solely at the School's discretion.
- C. The school credit card may only be used by school employees and Governing Board members who are expressly authorized by the CSA or Business Manager to use the credit card. The authorization determination by the CSA or Business Manager shall be made on a case by case basis based on the facts and circumstances of each case. Any authorized school employee or Governing Board members must execute the school credit card acknowledgement and authorization form prior to any use of the credit card. Use of the credit card without having signed the credit card acknowledgement and authorization form shall subject the employees and Governing Board members to disciplinary action and a requirement to pay back any amounts charged. Said authorized employees and Governing Board members may only use the credit card for the following:
 - 1. Hotel/Motel rooms not otherwise reserved and/or paid for while on official authorized School business. As with travel in general, the room's charged should be as economical as possible. Renting special rooms or higher priced rooms when others are available shall be grounds for the School's rejection of said charges and said charges being assessed against the user.
 - 2. Charging meals against the school credit card should be the exception rather than the rule. Most travel should be pre-arranged and cash advances used to avoid use of the credit card. Again, only reasonable priced meals for School employees or Governing Board members may be charged on the school credit card. Excessive charges or charges for persons other than school employees or Governing Board members will be rejected by the School and assessed against the user, and subject the user to disciplinary action.
 - 3. The school credit card may never be used to pay charges covered by cash advances. This is a form of credit card abuse and will not be tolerated by the School. Any such duplicate charges for items which should have been covered by cash advances, will result in those charges being assessed against the user and shall be grounds for disciplinary action up to and including termination.
 - 4. Gasoline purchases for school vehicles only. The school credit card may be used to purchase gasoline for School vehicles only when on travel for the School and authorized by the School. When using a private vehicle for School travel, the school credit card may not be used for the purchase of gasoline, repairs or other mechanical necessities.

5. The school credit card may not be used for telephone calls, purchase of personal items, gifts or any other thing except as set forth above. The school credit card may not be used for the purchase of any School goods except by the Business Manager and the Chief School Administrator, and only when other forms of payment are not acceptable.
 6. A general rule of use is that the school credit card may only be used when no other form of payment is possible.
- D. This policy applies to all employees and Governing Board members. To reiterate, misuse of the school credit card and/or violation of this policy will result in disciplinary action against employees and recommendations for disciplinary action against Governing Board members and possible reporting of ethics violations.

All users must acknowledge the limited use of the school credit card, the policies regarding use of the school credit card, and agree they will be liable for and will reimburse the School for any misuse, unauthorized charges and/or violation of these policies and further authorize the School to deduct any amounts to be reimbursed pursuant to this policy, for any amounts, the School may owe the user, whether it be payroll, stipends or any source. See Appendix IV A - School Credit Card Acknowledgement and Authorization Form.

Section 4.24 Attendance and Punctuality

To maintain a safe and productive work environment, the School 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 the School. When employees are going to be late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Notification is required, however, it does not excuse the tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. (See Section 4.11, Timekeeping.)

Section 4.25 Control and Return of Property

Employees are responsible for all School property, including but not limited to, computers, printers, and all other electronic devices, software, computer-generated materials, other materials or written information issued to them or in their possession or control. Employees must return all School property immediately upon request or upon termination of employment. The Business Manager will determine the value of the unreturned or damaged property.

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

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

Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including possible termination of employment.

School staff and community members may not use School equipment for personal use. No School property may be taken off campus.

Section 4.26 Keys Policy

Keys to classrooms and other school buildings will be issued at the beginning of the School year and must be returned at the end of the School year, or upon the termination of employment with the School. Each employee shall be held strictly accountable for the key(s) issued to him/her. Should any key(s) be lost or misplaced, it will be immediately 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). Should a Grand Key (i.e. master key) be lost or misplaced, the person assigned the key shall be held responsible for the cost of replacing all of the locks that could be opened by the key in the amount of \$250.00.

Section 4.27 Security Inspections

The School wishes to maintain a work environment that is free of controlled substances, alcohol, firearms, explosives, or other improper materials. To this end, the School prohibits the possession, transfer, sale, or use of such materials on its premises. The School requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the School. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the School at any time, either with or without prior notice.

Section 4.28 Monthly Reports

Each department head shall submit written reports to the Chief School Administrator on a monthly basis on his/her department or program's progress during the last month. Since Governing Board meetings are scheduled for the first Tuesday of the 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 Chief School Administrator may finalize the School's report deadline for submission to the Governing Board. Any report submitted late or not submitted will be reflected in the department head's personnel file.

Section 4.29 General Staff Meeting

A general staff meeting shall be held every month.

Section 4.30 Supervisor and Department Meeting

Each department will have at least one meeting a month.

Section 4.31 Family/Personal Matters/Gossip

While on duty, present on campus or otherwise involved with FMES staff or students, employees, volunteers, visitors, community members and like individuals (collectively referred to as "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.

The FMES Confidentiality Agreement, attached to these Policies and Procedures and made a part hereof as Appendix XIXD at the end of Section 19, includes your pledge that you will adhere to this policy, Section 4.31. You and all other staff, students, school board members, parents/guardians, volunteers and all others associated in any way with FMES must read, understand, agree to follow and sign the FMES Confidentiality Agreement before beginning work, earning any pay, engaging in any other involvement with or at FMES or being associated with FMES in any way.

Section 4.32 Political Activities

The School respects each person's right to participate in political activities and encourages its employees to participate in the political process. However, 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 the School 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 the School.
- E. An employee shall not appear to represent the School without prior written authority of the Governing Board.
- F. An employee shall not participate in controversial issues outside the School campus in a manner that may reasonably be interpreted to be representative of the School or its position or in a manner that hinders the operation of the School.

Section 4.33 Stipends

Employees and those assisting as part-time Employees, who have a written request and approval by the Chief School Administrator and school Governing Board to sponsor school activities such as a club or sports may be paid a stipend set out in an addendum contract for each activity sponsored. Amount of the stipend will be determined by the Chief School Administrator and approved by the School Governing Board.

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

- A. Stipends may be paid to any staff who performs additional activities outside his/her regular tour of duty, which provide services to students or otherwise support the school's academic or social programs. Stipends may not be paid for these activities or services if they are carried out during the regular working hour, in this instance stipends will be prorated. (Staff must submit approved logs/records to receive any prorated amounts).

- B. Those who are to receive a stipend may elect to receive the stipend in either of two ways:
1. In a lump sum paid the pay period following the completion of the activity.
 2. All stipend payments shall be made pro rata based upon the term of the activity for which the stipend is being paid and at the same time as the School's regular pay periods.
- C. Stipends must be established and approved by the Chief School Administrator in advance of the activity. All those who are to receive a stipend must sign a contract and select an option for payment.

A non-employee may receive a stipend for certain services provided to the School. Any such stipend or arrangement is subject to all school policies, including but not limited to the policy on stipends. Prior to any non-employee engaging in work pursuant to a stipend or other arrangement, said person must complete and pass a background clearance pursuant to Policy § 2.09 (K).

Based upon the needs of the School, the Chief School Administrator may initiate a stipend to satisfy immediate needs subject to the approval by the Governing Board at the next regularly scheduled Governing Board meeting.

Section 4.34 Personal Property

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

APPENDIX IV A
SCHOOL CREDIT CARD ACKNOWLEDGEMENT AND AUTHORIZATION FORM

I, _____, as evidenced by my signature below, have read the First Mesa Elementary School's policies regarding credit card use and agree as follows:

1. I understand the policies;
2. I understand that the use of the school credit card is strictly limited as set forth in the policies and that any use outside those strict limits will result in those charges being assessed against me, personally.
3. I agree to immediately reimburse the School for any such charges assessed against me with interest at a higher rate than that charged by the credit card.
4. I further authorize the School to deduct any charges assessed against me relative to the use of the school credit card from any payments the School may owe me for payroll, payment of stipends, per diems, and from any other source whatsoever.

User

Date

ARTICLE V. EMPLOYEE BENEFITS PROGRAMS

Section 5.01 Employee Benefits

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

The following benefit programs are available to eligible employees:

Undesignated Leave (Sec. 5.02)
Holidays (Sec. 5.03)
Worker's Compensation Insurance (Sec. 5.04)
Jury Duty Leave (Sec. 5.05)
Life Insurance
Medical Insurance
Unemployment Benefits
Administrative Reassignment with Pay (Sec. 5.06)
Benefits Continuation (COBRA) (Sec. 5.07)
Family and Medical Leave (Sec. 5.08)
Leave without Pay (Sec. 5.09)
Educational/Vocational Leave (Sec. 5.10)
Military Leave (Sec. 5.11)
Tuition Reimbursement (Sec. 5.12)
Higher Learning Tuition Fees (Sec. 5.13)
Leave to Chaperone Immediate Family Member (Sec. 5.14)
Some benefit programs require contributions from the employee.

Section 5.02 Undesignated Leave

A. Policy

Undesignated leave for Employees is a specified amount of compensated leave that is granted to an Employee to provide opportunities for rest, relaxation and personal pursuits or who, through personal or family circumstance, including illnesses, is unable to perform the duties assigned. Family, for purposes of undesignated leave shall include:

- Spouse (must be legally married and possess marriage certificate or provide proof of marriage through traditional Hopi ceremony recognized under Hopi Law)
- Children
- Parents
- Siblings
- Grandparents
- Grandchildren
- Like relations created by marriage (e.g., step-child)

B. Definitions and Limitations

Undesignated leave includes former types of leave which may have been identified as annual leave, sick leave, paid time off (PAC), ceremonial leave, bereavement leave, and voting leave. All of these different types of leave and any other type of leave not expressly treated under FMES policy have been combined under this category of undesignated leave. **EMPLOYEES MUST EXERCISE GOOD JUDGMENT IN THE USE OF UNDESIGNATED LEAVE IN ORDER THAT THEY ENSURE THEY RETAIN SUFFICIENT UNDESIGNATED LEAVE FOR SICK LEAVE AND OTHER NEEDS THAT MAY ARISE.**

C. Accrual of Undesignated Leave

Each 10-month Employee shall receive eighty (80) hours of undesignated leave at the beginning of the school year and an additional eighty (80) hours of undesignated leave at the beginning of the second half of the school year for a total of one hundred-sixty (160) hours per Employee's 10-month employment contract. Each 12-month Employee shall receive one hundred (100) hours of undesignated leave at the beginning of the school year and an additional one hundred (100) hours of undesignated leave at the beginning of the second half of the school year for a total of two hundred (200) hours per the year term of their employment contract. Employee may not use undesignated leave until it accrues (i.e. 10-month Employees may only use eighty (80) hours of undesignated leave in the first half of the school year and 12-month Employees may only use one hundred (100) hours of undesignated leave in the first half of the school year). Employees hired after the beginning of the contract year or January 1 shall receive a pro rata amount of leave based on their start date.

D. Carryover and Payout of Undesignated Leave

Employees will not be allowed to carry over undesignated leave to the next contract year. Upon expiration of the employee's contract, an Employee who has completed their contract will be paid up to forty (40) hours of accrued, unused undesignated leave; however, in no event shall an Employee be paid more than forty (40) hours of undesignated leave upon expiration of the employment contract. Payment upon expiration of employment shall be at the rate one-half of the Employee's regular rate of pay. In no event shall an Employee be paid any amount for accrued, unused undesignated leave should the employee resign, be terminated, or otherwise fail to complete their contract. This policy is subject to any retention, or similar, policy which may be adopted by the Governing Board.

E. Physician's Statement/Absences of More than Three (3) Days

Employees who use undesignated leave for sick leave in excess of two (2) consecutive days shall on or before the third consecutive day of sick leave, obtain a physician's note or certification from a qualified physician indicating the reason for the leave and the expected dates on which the leave will begin and be completed. FMES may require an employee to provide such statements before the time set forth above and herein whenever it is deemed in the best interest of FMES to do so. Employee shall provide a doctor's release to return to work following a term of sick leave of five consecutive days or more. Additionally, FMES may require a second opinion by a physician of FMES's choosing to determine whether a return to duty is appropriate. Under certain circumstances to protect the health, welfare and safety of the students, staff and even the subject employee, FMES may require an employee to obtain a Fitness for Duty Certification certifying their ability to perform their position description without endangering the health, safety and welfare of themselves or others.

F. Use of Undesignated Leave

Except in the case of an unanticipated or unexpected circumstance beyond the Employee's control, FMES may disapprove the use of undesignated leave when the number of Employees using, or indicating an intent to use, such leave results, or is likely to result, in a condition that has an appreciably negative impact on the educational program or operation of FMES. The application for leave policy shall apply to undesignated leave.

Except in the case of an unanticipated or unexpected circumstance beyond the Employee's control, the Employee must submit a request for undesignated leave five (5) days prior to the beginning of such leave which request shall include, but not be limited to:

- The purpose for which undesignated leave is being taken;
- The expected date of return for the undesignated leave;
- Where the Employee may be contacted during the leave.

Undesignated leave cannot be taken during the first week of every school year, the week prior or week after Christmas break and Spring break or the week before the end of the school year. Undesignated leave cannot be taken the three days immediately before or after any other holiday, break, or school related travel or training. The CSA, in his or her sole discretion, may waive the above restriction for 12 month employees on a case by case basis.

G. Eligibility

All regular, 10 and 12 month full-time Employees shall be eligible to earn and use undesignated leave. Part-time, temporary and short-term Employees are not eligible for undesignated leave. Employees suspended from duty and Employees on leave without pay status are not eligible to earn undesignated leave. Probationary employees are not allowed to take any type of leave or travel on behalf of the school for the first sixty (60) working days of their

employment, except for emergencies or special circumstances where the CSA has approved the leave or travel.

H. Penalty for Misuse

Any Employee who willfully violates or misuses the undesignated leave policy or misrepresents any statement or condition will be subject to discipline, up to and including termination.

Section 5.03 Holidays

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

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Day	3 rd Monday in January
3.	President's Day	3 rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Pueblo Revolt Day	August 10
7.	Labor Day	1 st Monday in September
8.	Veterans' Day	November 11
9.	Thanksgiving Day	4 th Thursday in November
10.	Christmas Day	December 25
11.	Floating Cultural Holiday	February (one day)

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

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

Newly-hired probationary employees are eligible for holiday pay during their probationary period. (School-year employees are eligible only for those holidays that occur during the School year.)

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

If a recognized holiday falls during an eligible employee's regular day off, holiday pay will not be calculated for pay.

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.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Section 5.04 Workers' Compensation Insurance

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

Neither the School nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by School.

Section 5.05 Administrative Reassignment With Pay

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

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

Section 5.06 Jury Duty

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

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

Twelve month regular full-time employees (12 months)
Ten month regular full-time employees (10 months)

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

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

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

Section 5.07 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under 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 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.

Section 5.08 Family and Medical Leave

FMES is exempt from the Family and Medical Leave Act (FMLA) because it does not have fifty (50) employees. FMES does not provide FMLA benefits.

Section 5.09 Leave Without Pay

There is no right to leave without pay; it is not automatically granted. The School must have a fully present and reliable work force to ensure the School's orderly operation. Employee absences have negative, detrimental impacts on the School. Taking leave without pay without approval is grounds for disciplinary action, up to and including termination. The School may provide leaves of absence without pay to eligible employees who wish to take time off from work for special unique or extraordinary situations. Employees in the following employment classification(s) are eligible to **request**, but have no right to receive, leave of absence without pay as described in this policy:

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

Eligible employees wishing to take leave without pay must request such leave from their supervisor and the Chief School Administrator. Absent and unavoidable emergency, the request must be made two (2) weeks in advance of the time the requested leave is to begin.

Approval for leave without pay will be evaluated based on a number of factors, including but not limited to, anticipated work load requirements, staffing considerations during the proposed period of absence, and the best interest of the school, its students and staff. The supervisor or Chief School Administrator may deny the request for leave: if it is in the School's best interest; for the health, safety and welfare interests of students, staff and community; to avoid overwork, stress or hardship for the rest of the staff; for operational efficiency and quality; and for other reasonable reasons. The Chief School Administrator's decision on whether or not to grant the requested leave is final.

Subject to the terms, conditions and limitations of the applicable plans, the financial position of the School and other relevant factors, the School may continue to provide health insurance benefits for the full period of the approved leave without pay at the School's sole discretion.

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

If an employee's request for leave without pay is denied and the employee takes the requested time off anyway, said employee is subject to disciplinary action up and including termination. Your job is important to the school and must be a priority to you.

If an employee fails to report to work promptly at the expiration of the approved leave period, School will assume the employee has abandoned the position, terminate the employee's employment based on the employee's absence and abandonment, declare the position vacant and fill the position as soon as possible. In any event, employee's failure to report to work promptly at the expiration of the approved leave period is grounds for disciplinary action up to and including termination of employment.

Section 5.10 Educational/Vocational Leave

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

Twelve month regular full-time employees (12 months)
Ten month regular full-time employees (10 months)

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

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

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

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

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

Section 5.11 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 not be paid if it occurs during the scheduled work time of the employee and employee receives compensation during or for activities in which employee engaged during said leave in any form from the U.S. armed forces or any other entity.

Benefit accruals, such as annual leave, sick 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 federal and all other applicable 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.

Section 5.12 Tuition Reimbursement

The Governing Board considers tuition reimbursement as a positive investment in the future of the school. In order for the investment to provide benefits to the school, staff members utilizing the tuition reimbursement policy must commit to an additional two years of service to the school for every tuition reimbursement of \$500 or more. The tuition reimbursement shall be paid out upon the employee successfully completing the employee's contract year following the employee's successful completion of the coursework/training for which the tuition reimbursement will be applied. If the employee fails to successfully complete the coursework/training for said contract year, no tuition reimbursement shall be paid. If the employee receiving the reimbursement fails to honor this commitment, they shall repay the school all amounts that the school has provided in tuition reimbursement. Further, the employee agrees that any such amounts may be deducted from their final or remaining pay. Coursework which was paid for pursuant to this policy does not qualify as a basis for upward adjustment of salary on the salary scale.

Section 5.13 Higher Learning Tuition Fees

Teachers and Para-professional instructors are eligible for up to \$500.00 to \$1,500.00 per year, depending on availability of funds, to be reimbursed for tuition and fees for job related course work. The employee must make the formal request for this benefit to the Chief School Administrator upon receipt of a final grade or official transcript. Courses considered for this benefit must be part of an official degree program related to the employee's job at the school and

must be matched by the employee's contribution up to \$500.00 to \$1,500.00. The tuition reimbursement shall be paid out upon the employee successfully completing the employee's contract year following the employee's successful completion of the coursework/training for which the tuition reimbursement will be applied. If the employee fails to successfully complete the coursework/training for said contract year, no tuition reimbursement shall be paid. Classes taken for re-certification do not qualify. Coursework must be preapproved, prior to beginning class, to ensure it qualifies for reimbursement under this policy. Coursework which is not preapproved may not be eligible for reimbursement. Coursework which was paid for pursuant to this policy does not qualify as a basis for upward adjustment of salary on the salary scale.

Section 5.14 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 accrued annual leave time, or be placed on leave without pay.

ARTICLE VI. STANDARDS OF CONDUCT

Section 6.01 Management/Supervisory Standards

Adherence to /management/supervisory (hereinafter “supervisory”) standards, as set forth below, is necessary to the maintenance of fair and impartial employee relationships among staff persons and to the proper and effective functioning of the School. Therefore, all employees in supervisory positions are expected to comply with the following supervisory standards of conduct. Failure to comply therewith shall constitute a violation of this Manual and will be cause for discipline. All supervisors shall comply with and fulfill the following standards of conduct:

- A. Develop and maintain the highest possible level of performance in their work areas.
- B. Develop and maintain good employee working relationships and conduct in their work areas.
- C. Plan, organize, direct, coordinate and supervise all functional activities and responsibilities within their assigned work areas.
- D. Prepare budgets, performance reports and other documents as required.
- E. Submit reports and other documents to the Chief School Administrator 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 the First Mesa Elementary School 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. The supervisor shall at all times maintain a cooperative attitude toward all supervised staff for the accomplishment of defined goals.
- Q. The supervisor shall provide active support of supervised staff in accomplishing their assigned duties and their efforts toward professional development consistent with school and departmental goals and policies and within the limits of available funds.
- R. The supervisor shall, at all times, adhere to all provisions of the Manual, including, but not limited to, Section 6.02, and shall enforce the terms thereof equally and fairly with regard to all supervised employees.
- S. Generally, employees of the First Mesa Elementary School are expected to conduct themselves on the job in a respectable manner. Employees are considered to be on the job at all times when they are on campus or otherwise on official school business on or off campus.

Section 6.02 Standards of Conduct for All Employees

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

- A. The failure or refusal, without just cause, to obey or carry out any 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.
- D. The unexcused absence from one's duties or duty station for one hour or less twice in one week or four times in one year.
- E. The unexcused absence from one's duties or duty station for more than one hour.
- F. Idleness, sleeping or unauthorized participation in non-job related activities during duty hours.
- G. Any act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student of the School at any time while said student is enrolled as a student. FIRST MESA ELEMENTARY SCHOOL disallows corporal punishment, which is defined as "intentionally striking the child or other forms of child abuse noted herein."
- H. Any act or failure to act, which will foreseeably endanger or cause physical harm to another employee of the School.

- 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 the School, or any employee or student thereof.
- J. Any violation of the Drug Free Workplace Policy (see Section 6.03 et. seq.). This shall include the abuse of any substance, including, but not limited to, alcohol.
- K. The unauthorized use or the illegal operation of any vehicle owned, leased or in the possession of the 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 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 the School or any other employee or student of the School.
- O. No employee shall place or allow himself or herself to be placed in a situation or pursue a course of conduct involving a student which will or may be reasonably perceived by the student or such other person or persons who may also be present, as compromising to the welfare, morality, or comfort of the student.
- 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 the School, 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, the School, 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 the School, 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 the School in any capacity.
- 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 the School, without the specific authorization of the Chief School Administrator.

- U. Failure of a supervisor to comply with Section 6.01 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 the Community School.
- 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. Arrest or conviction by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol.
- Y. The employee shall directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, grade, proposed appointment, promotion, or proposed motion to a position at the School or affiliated with the School or any business transactions of the School.
- Z. No employee of the personnel office, examiner, or other, will obstruct another from examination, eligibility certification or appointment under these policies, nor to furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
- AA. No employee shall induce or attempt to induce any employer or student to commit an unlawful act or acts in violation of these policies, Hopi Tribe, 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 Chief School Administrator.
- CC. No employee shall use equipment of the School without proper authorization.
- DD. Employees will at all times be responsible with money or property of the School and carelessness or negligence with the same shall be a violation of these policies.
- EE. Employee shall at all times be honest and straight forward in all speech, written word and conduct and any and all lying, dishonest behavior, conduct or speech and fraudulent conduct and speech shall be a violation of this policy.

Section 6.03 Drug-Free Workplace

The FIRST MESA ELEMENTARY SCHOOL workplace shall and must be drug-free in order to comply with federal laws, to ensure the safety and productivity of staff and to ensure the safety and learning environment of our students. Therefore, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance; the possession or use of an alcoholic beverage; and/or the use of an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom, 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 Hopi Tribe.
- 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 Hopi Tribe and any lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom.
- C. **Drug Abuse:** Unlawful manufacture, distribution, dispensing, possession or use of an alcoholic beverage, controlled substance or an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom.
- D. **Employee:** Every employee of FIRST MESA ELEMENTARY SCHOOL.
- E. **Workplace:** The grounds and buildings of FIRST MESA ELEMENTARY SCHOOL, all equipment and vehicles belonging to or under the authority of FIRST MESA ELEMENTARY SCHOOL, all roadways and parking lots within the exterior boundaries of the land granted to FIRST MESA ELEMENTARY SCHOOL and any location where the employee is performing School duties or functions. This definition shall specifically exclude the interior of residences used by employees exclusively for residential purposes, which are under the authority or maintenance of the Bureau of Indian Affairs, Facility Management.

Section 6.04 Notice to Employees

A notice, substantially in the form as is set forth in this section below, shall be posted in each building in which the work of the School is conducted and shall be provided to every employee of the School pursuant to the Drug Free Workplace Act of 1988, P.L. 100-690. Those persons who are presently employed by the School 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.

YOU ARE HEREBY NOTIFIED:

1. THAT the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance; the possession or use of an alcoholic beverage; and/or the use of an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom, is strictly prohibited in the workplace.
2. THAT any violation of this prohibition may subject the employee to disciplinary action.

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

Section 6.05 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 Section 6.04.
- B. Notify the Chief School Administrator, 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.
- C. Upon reasonable suspicion, make available and permit inspection, for the purpose of assuring a safe and drug-free workplace, of all government, school and personal property in or brought into the workplace which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

Section 6.06 Procedure Upon Receiving Notice of Drug Abuse Conviction

If disciplinary action has not, upon receiving the notice of a drug abuse conviction involving a controlled substance, been instituted or completed by the School, the Chief School Administrator 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 Chief School Administrator 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 Chief School Administrator 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 the School. Such notice shall be provided, in writing, to the appropriate grant or contract officer within ten (10) calendar days of receiving notice of a conviction. Such notice shall contain the name and position title of the convicted employee, the identification number of each contract or grant so affected, and the court date of conviction and a summary of the offense for which a conviction was entered.

Section 6.07 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 Chief School Administrator or his or her designee and such consulting experts as may be appropriate.
- B. The Chief School Administrator or his or her designee shall review the format and course content biannually. Approval of the format and course content and any modifications thereof shall be subject to the approval of the Chief School Administrator.
- 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. The School's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation and employee assistance programs.
 4. The disciplinary penalties that may be imposed upon employees for drug abuse in the workplace.

Section 6.08 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 probable cause 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. Probable cause 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 probable cause, 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. Probable cause 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 analyses 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 the School 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 the School may choose to support a rehabilitation or other process at the discretion of the School.

Section 6.09 Smoking/Chewing Tobacco/Controlled Substances

In keeping with the School'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.

Section 6.10 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, bookcovers, and the like that depict, advertise or promote tobacco or tobacco products, alcohol or alcohol products, drugs and/or controlled substances.

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

Section 6.11 Anti-Harassment

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

- F. This policy is not designed or intended to limit FMES's authority to take disciplinary or remedial action when such harassment occurs outside FMES but has a nexus to school, or is disruptive to or materially and substantially interferes with an employee's work, personal life, a student's school work, or participation in FMES related opportunities or activities.

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

- G. Any employee or student who believes that he or she has been subjected to harassment has the right to file a complaint and to receive prompt and appropriate handling of the complaint. Further, all reasonable efforts shall be made to maintain the confidentiality and protect the privacy of all parties, but proper enforcement of this policy may require disclosure of any or all information received.
- H. Knowingly providing false reports of harassment or manipulation of investigative processes will be subject to disciplinary action.
- I. Any student or staff member who, after an investigation, has been found to have engaged in the discrimination or harassment of a student or staff member in any FMES setting or at any FMES-sponsored or related event will be subject to disciplinary action.
- J. All reports or complaints of harassment, including sexual harassment, shall be immediately reported to and filed with the Chief School Administrator or if the Chief School Administrator is allegedly involved in the matter, the President of the School Board. The Chief School Administrator and the School Board President are the compliance officers for harassment claims.

Definition of Terms

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

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

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

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

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

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

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

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

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

"Cyber-bullying" for the purpose of this policy is defined as bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications. Cyber-bullying shall also include (1) the creation of a web page or blog in which the creator assumes the identity of another person or (2) the knowing impersonation of another

person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying. Cyber-bullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying. Cyber-bullying will not be tolerated. Examples of cyber-bullying are harassing, dissing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyber-talking; however, this is not a complete list of cyber-bullying. As noted, all of these types of cyber-bullying in those not enumerated will not be tolerated and will be grounds for disciplinary action, including termination of employment or expulsion.

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

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

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

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

“Social Media” is any form of online publication or presence that allows interactive communication including, but not limited to, social networks, blogs, internet websites, internet forums, and wikis. Examples of social media include, but are not limited to, Facebook, Twitter, You Tube, Google + and Flickr.

“Inappropriate Social Media” is defined as any person covered by this policy that places inappropriate material on or in any social media that: violates this policy in any of the ways noted,

disrupts the operation of the school, casts FMES in a negative light, or causes or could cause a loss in reputation or negatively impact the confidence of the community in FMES, shall be in violation of this policy and may be disciplined as set forth herein. No person shall post a picture of any child or staff member in social media without the express written consent of the parent and/or school. It is recommended that staff and students refrain from relating through social media and it is a violation of policy for any staff or student to post inappropriate material on social media relative to the school, students or staff, or any individual student or staff member.

Procedures for Reporting and for Conducting an Investigation

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

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

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

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

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

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

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

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

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

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

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

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

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

Unresolved investigations will be reported as such.

Disciplinary Action

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

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

Retaliation

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

J. Reporting

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

COMPLAINT FORM

(To be filed with the compliance officer as provided in Section 6.11.J.)

Please print:

Name

Date

Address

Telephone

Another phone where you can be reached

During the hours of

I wish to complain against:

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

Address

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

Date of the action against which you are complaining

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

NAME

ADDRESS

TELEPHONE NO.

The projected solution

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

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

Signature of Complainant

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

A. Sexual Harassment.

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

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

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- 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.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- 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.
- 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.
- Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in Section 6.11.J.

A substantiated charge against a staff member in the School shall subject such staff member to disciplinary action, which may include suspension or termination.

A substantiated charge against a student in the School shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

2. Compliance Officer. The Chief School Administrator shall be the compliance officer. Any person who feels sexually harassed or otherwise unlawfully discriminated against or to have been the victim of sexual harassment or otherwise unlawful discrimination by an agent, employee or student of the School or who knows of such sexual harassment or discrimination against another person should file a complaint with the Chief School Administrator. If the Chief School Administrator is the one alleged to have unlawfully sexually harassed or discriminated, the complaint shall be filed with the President of the Governing Board.
3. Complaint Procedure. The School is committed to investigating such complaint and to taking appropriate action on all confirmed violations of policy. The Chief School Administrator shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Chief School Administrator will maintain confidentiality to the extent reasonably possible. The Chief School Administrator shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the Chief School Administrator has reason to believe that a violation of policy has occurred, the Chief School Administrator shall determine whether to hold an administrative hearing and/or to recommend bringing the matter before the Governing Board. If there is reason to believe that the Chief School Administrator has violated policy, the complaint shall be made to the President of the Governing Board.

If disciplinary action is imposed relative to a claim and investigation, the disciplined employee shall have the appeal rights set forth herein (see Section 7.03) for the discipline imposed.

If the Chief School Administrator's investigation reveals no reasonable cause to believe that this regulation has been violated, the Chief School Administrator shall so inform the complaining party in writing.

COMPLAINT FORM

(To be filed with the compliance officer as provided in Section 6.11.J)

Please print:

Name

Date

Address

Telephone

Another phone where you can be reached

During the hours of

I wish to complain against:

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

Address

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

Date of the action against which you are complaining

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

NAME

ADDRESS

TELEPHONE NO.

The projected solution

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

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

Signature of Complainant

The compliance officer, as designated in Section 6.11.C.2, shall give one copy to the complainant and shall retain one copy for the file.

Section 6.12 Sex Offender Policy

The First Mesa Elementary School (FMES) School Board (Board) is committed to the safety of students and other persons on School property. In order to maintain a safe school environment, the Chief School Administrator and all school personnel shall enforce the provisions of this policy at all times.

Pursuant to Title I of the Adam Walsh Child Protection and Safety Act of 2006 (42 U.S. C. §16911 et. seq.), the Hopi Tribe has enacted provisions of the federal Sex Offender Registration and Notification Act (SORNA) pursuant to the Hopi Ordinance-044-207, Hopi Sex Offender Registration Code (HSORC). Hopi law currently states, "A sex offender who has been convicted of a covered offense involving minors shall not be permitted within five hundred (500) feet of an elementary school, junior high school, high school, playground, or childcare facility." To further FMES' commitment to providing a safe environment for its students, FMES aims for awareness, prevention, enforcement and a coordinated response.

No person that FMES reasonably suspects as ever having pled guilty or nolo contendere to a covered offense or as being required to register with the sex offender registry may enter, be present upon, or be within 500 feet of any FMES property, or at any FMES event.

All persons who are required to register under SORNA, are expressly forbidden to knowingly be present on any property owned or operated by FMES, including School buildings, athletic fields, playgrounds, parking lots, school buses, activity buses, or the property of any kind for any reason, including attendance at sporting events or other school related functions, whether before or after school hours. In addition, all such persons may not attend or be present at any school function or field trip on or off School property that is (1) School-sponsored or (2) otherwise under the official supervision or control of School personnel or sponsored by the School. This policy applies to all persons covered by SORNA or HSORC regardless of their relationship to or affiliation with a student in the School system.

FMES may check sex offender registry databases to determine whether visitors are registered sex offenders before allowing them onto FMES property or to any FMES event. See <http://hopi.nspow.gov> for the Hopi Registry and the Dru Sjodin NSPOW at www.nspow.gov for the website that links public, territorial and tribal sex offender registry in one national search site. The www.nspow.gov website allows identification nationally and all participating geographical areas.

FMES may periodically examine, print, and distribute information and pictures of sex offenders listed in the databases of the State of Arizona and Hopi Tribe or other applicable databases to all key personnel, including administration, front office staff, and security, to be vigilant for any of the listed persons.

FMES shall register for community notifications so it will be notified by email when a sex offender registers a home, work, or school address that is near FMES. Upon receipt of such notification, FMES will take action necessary to keep its students safe, which may include written notification of staff and parents.

PROCEDURES

If a person is found on or within 500 feet of FMES property in violation, FMES's protocol is as follows:

1. Notify Principal or designee.
2. Advise person of Hopi Ordinance-044-207 and ask the person to leave FMES property to provide the person an opportunity to leave FMES property peacefully and contact the Chief School Administrator or Lead Teacher or the designee for assistance.
(If you do not feel comfortable contact CSA, Lead Teacher or the designee for assistance.)

Section 6.13 Child Abuse Detection, Reporting, Prevention

A. Statement of General Policy

It is the policy of FIRST MESA ELEMENTARY SCHOOL that child abuse, whether physical, emotional or sexual, be recognized and reported to the proper authorities. It shall be the duty and responsibility of each and every member of the FIRST MESA ELEMENTARY SCHOOL 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, Public Law 101-630, 1990.

Section 3.10.6 also requires all persons to report child abuse and states that "teachers," "school officials" and anyone who "has responsibility for the care or treatment of a minor," are guilty of "offense" (1 year in custody/\$5,000.00 fine) if they fail to report.

1. FIRST MESA ELEMENTARY SCHOOL adopts and staff shall follow the Suspected Child Abuse/Neglect protocols set forth in Bureau of Indian Education (BIE) Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol (SCAN Protocol), Revised 2009, and any amendments thereto. The SCAN Protocol can be accessed on the Bureau of Indian Education website www.bie.edu
2. Every time a SCAN event occurs, the individuals should reference the BIE website to ensure use of up to date forms.
3. Reporting Requirements

All FIRST MESA ELEMENTARY SCHOOL staff are **CONSIDERED** "Mandated

Reporters.” Mandated Reporters who learn of facts that give reason to suspect that a child has suffered an incident of child abuse; know or have a reasonable suspicion that a child was abused in Indian country; OR know that actions are being taken OR will be taken that would reasonably be expected to result in the abuse of a child in Indian country, MUST immediately contact local law enforcement, local child protective services, or the Indian Country Child Abuse Hotline. The hotline number is 1-800-633-5155, and Michelle Begay, Program Specialist, of the BIE or her successor.

4. Failure to Report

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

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

In instances where it has been determined that a FIRST MESA ELEMENTARY SCHOOL employee has failed to report child abuse as required, FIRST MESA ELEMENTARY SCHOOL will take disciplinary action against the employee to include termination of employment. FIRST MESA ELEMENTARY SCHOOL will also take action against employees who fail to report child abuse in a timely manner. Timely is defined as within the timeframes established in the SCAN Protocol.

B. Types of Abuse

Child abuse can take many forms; however, there are four major types of abuse that must be reported: physical abuse, sexual abuse, emotional abuse, and neglect. When completing a SCAN Report it is crucial that the individual completing the report indicates the specific type of abuse for which they have knowledge or suspicion. For reporting purposes, any knowledge of or suspicion of sexual abuse, physical abuse, emotional abuse, or physical and/or emotional neglect, must be documented and if the abuse meets the definitions outlined in Public Law 101-630 and/or Public Law 101-647, the abuse must be reported to the proper law enforcement and child protection authorities. Please refer to the SCAN Protocol for definitions and explanations of the four types of abuse.

C. Reportable Incidents

The SCAN Protocol establishes two distinct categories for reporting with SCAN as the more serious and Incident Report as the least.

1. **SCAN** - Where it is clear that abuse or suspected abuse has occurred *to a student by anyone* and the circumstances meet the definition of child abuse and/or the

circumstance poses an immediate danger or short-term threat to a child, the incident will be considered a SCAN which includes but is not limited to:

- Any case in which a child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact, sexually explicit conduct, or prostitution;
 - Evidence of physical injury such as severe skin bruising and/or bleeding after being struck, thrown, or treated inappropriately;
 - Evidence of burns, fracture of any bone, subdural hematoma (head injuries), soft tissue swelling, and/or such conditions that are not justifiably explained or may not be the product of an accidental occurrence;
 - Confirmed or suspected malnutrition or failure to thrive;
 - Confirmed or suspected fighting, threatening, or inflicting bodily harm on a student;
 - Any situation that is comparable in nature to the examples and situations identified above.
2. Also, allegations that are not clear that they meet the definition of “abuse” and/or the circumstance poses a near- or long-term threat to a child, which may include physical contact, are also considered SCAN reports. They include but are not limited to:
- Corporal punishment, defined as punishment administered by an adult to the body of a child ranging in severity from a slap to a spanking;
 - Incidents of grabbing or pushing a child, grabbing a child by their clothing, assaulting a child, or pulling a child’s hair in such a way that is harmful and/or intentional. Only those incidents exercised to ensure a child’s safety are considered safety measures therefore are not reportable offenses.
 - Lack of parental supervision/care:
 - Child appears to be treated in a neglectful way such as clothing inappropriate; lack of needed medical and/or dental care;
 - School-age child (K – 6th grade) left without adequate supervision for extended periods during day or night such as periods exceeding 2 hours or overnight (time of day and reason child is left alone must be taken into consideration) -- this could apply to students in the dormitory.
 - Pre-school child left without any supervision.
3. Employee Incident Report – Activities that occur that do not meet the definitions of “abuse” where no physical contact occurred and which involve employees are considered an “Incident.” This includes but is not limited to:
- FIRST MESA ELEMENTARY SCHOOL employee engaged in discourteous conduct involving a student, such as using inappropriate language, making inappropriate comments of a non-sexual manner, calling names, insulting or humiliating a child, shouting, cursing, etc.
 - As stated in 62 BIAM 9.10 . . . “Corporal punishment of all kinds, and solitary confinement, or anything which smacks [Looks like, seems to be] of imprisonment calculated to bring shame and humiliation upon pupils, is

prohibited and may be made the basis for charges with a view to possible dismissal.”

4. Other. Incidents that do not meet the definition of child abuse but are criminal in nature should be reported directly to local law enforcement. If BIE employees are involved in such incidents they shall also be reported to the BIE Program Specialist (SCAN) in writing via an interoffice memorandum, and who will coordinate appropriately with Employee/Labor Relations Section. Examples of criminal incidents include, but are not limited to:
 - Confirmed or suspected drinking with, transferring, or selling intoxicants to students on or off BIE/government premises;
 - Confirmed or suspected transferring or selling marijuana, narcotics, or dangerous drugs to students on or off BIE/government premises;
 - Confirmed or suspected transferring or selling prohibited items such as cigarettes to students on or off BIE/ government premises;
 - Any situation that is comparable in nature to the examples and situations identified above.
5. When an allegation of sexual abuse has been raised against another student, it will be filed immediately as a formal SCAN report. All other abuse cases will be handled in accordance with the procedures already in place at the school.

D. Reporting Format – SCAN Report

1. The Suspected Child Abuse/Neglect Report, *Revised in 2009* and as may be amended, is used for documenting incidents of suspected child abuse within the FIRST MESA ELEMENTARY SCHOOL. The report will be referred to as the “SCAN Report” (*Appendix D of the SCAN Protocol*) along with supporting documents; electronic forms are available at the BIE website. A report of suspected abuse is the equivalent of a request to an investigation by local law enforcement and/or child protection authorities. The actual investigation is the lawful assessment by an authorized individual to determine if a harmful condition exists involving a minor and what emergency action should be undertaken for the safety of the child. The FIRST MESA ELEMENTARY SCHOOL’s role is to ensure the suspected child abuse is reported in a manner that is clear and as accurately as possible so an investigation is initiated by proper authorities.
2. When a SCAN Report is filed, it is critical that the report be completed accurately and all appropriate notifications made accordingly. Of equal importance is the action taken after the SCAN Report has been completed. Depending on the seriousness, some action must be taken almost simultaneously to completing the SCAN Report.

3. A SCAN Report will be completed when a Mandated Reporter, while engaged in a professional capacity or activity, learns of facts that give reason to suspect that a child has suffered an incident of child abuse. The Mandated Reporter does not have to prove the suspected child abuse has occurred but they must describe the behavior or physical signs that led them to suspect a child has been abused. Persons who make a report of child abuse based upon their reasonable belief and in good faith are immune from civil and criminal liability.
4. The Mandated Reporter will contact their immediate supervisor and work with their supervisor to complete the report. If the alleged offender is the Mandated Reporter's immediate supervisor or if the Mandated Reporter has concerns about reporting directly to their immediate supervisor, they may submit the SCAN Report directly to the BIE Program Specialist (SCAN) Office. The report must be completed within the Mandated Reporter's regularly scheduled workday and the SCAN Report must be submitted to the BIE Program Specialist (SCAN) Office within the established timeframes. This includes those reports that are non-staff related. The timeframes for reporting are identified in Chapter 6 of the SCAN Protocol and specific instructions on how to complete the SCAN Report.

E. Reporting Format – Employee Incident Report

The Employee Incident Report form (*Appendix E of the SCAN Protocol*) will be used to document non-physical incidents involving employee(s). The Chief School Administrator will intervene immediately to establish the validity of the report and resolve the issue(s) at the lowest level and as expeditiously as possible. A copy of the initial report with follow-up information must still be submitted to the Program Specialist (SCAN).

F. Confidentiality

1. All cases of child abuse allegations shall be treated within the guidelines of Federal laws protecting children, employees, and all parties involved. Confidentiality must be a priority throughout the process. The Mandated Reporter may remain anonymous, but in order to document that a Mandated Reporter did not fail to report child abuse in accordance with Federal law, and so that law enforcement and child protective services can contact the Mandated Reporter, if they need additional information, a SCAN Report must be completed. The SCAN Report has a section regarding protecting the confidentiality of individuals involved. On that section, the Mandatory Reporter must indicate whether they want their identity protected, and initial their intent on the SCAN Report. If the Mandated Reporter indicates that they want their identity protected, a cover sheet indicating a protected source must be used to cover page 1 of the SCAN & Employee Incident Report (*Appendix F of the SCAN Protocol*). The identity of all reported victims must always be protected and must not be disclosed to anyone who does not have a need to know. Individuals who have a need to know are limited to direct line supervisors of the individuals involved, FIRST MESA ELEMENTARY SCHOOL legal counsel, the Program Specialist (SCAN), Law Enforcement representatives, and Child Protection Services personnel.

2. Distribution, copying, or unauthorized use of the information contained in the SCAN Report or official SCAN Report file is strictly prohibited. The identity of the person making a child abuse report, as part of their official duties, will not be disclosed to individuals who do not have a need to know without written consent of the individual. However, an investigative agency (law enforcement or social services) may provide information, records and the name of the informant without written consent to a court of competent jurisdiction or an employee of a tribe, state or the Federal Government who needs to know the information in the performance of his/her duties.

G. Bad Faith Reporting

A FIRST MESA ELEMENTARY SCHOOL employee, who knowingly files a false report, will be addressed accordingly by FIRST MESA ELEMENTARY SCHOOL. Where a conflict-of-interest arises between employees, the Chief School Administrator will intervene and take all proper action(s) to resolve. There is no immunity from civil or criminal liability for Bad Faith Reporting and associated action.

H. Protection of Involved Child

The Chief School Administrator, and/or appropriate personnel must complete an initial assessment at the time of the incident. The assessment will address whether there is a need for protection of the child and what action is required to ensure the protection and well-being of the child. Depending on the seriousness and the instruction received from local law enforcement or child protection services, action may include, but not be limited to medical attention, counseling services, removal or protective placement, contacting relatives, etc. All arrangements to protect the child shall be made immediately in conjunction with law enforcement and child protection services.

1. Mandatory Segregation

- A. An employee who has had a SCAN report filed against them will immediately be removed from contact with or control over all children by re-assignment to another position; if that is not possible, the individual will be placed on administrative leave until clearance is established. If the employee is placed on administrative leave, they will be advised that they must be available at any time for contact by local law enforcement, child protections services and/or the respective Chief School Administrator.
- B. For Employee Incident Reports, segregation is based on circumstances which are to be reviewed on an individual basis by the Chief School Administrator. A meeting between the Chief School Administrator and Human Resources may be convened immediately to determine the need for segregation with removal temporary pending an inquiry. Such cases should be handled administratively first by the Chief School Administrator with Human Resources, as needed. Written notification(s) should be issued immediately with copies forwarded to the Program Specialist (SCAN).

- C. A non-employee with a FIRST MESA ELEMENTARY SCHOOL agreement or contract such as a contractor or consultant, against whom an allegation of child abuse has been raised, will be immediately segregated from the child involved. The individual will also be immediately removed from contact with or control over all children indefinitely until the incident is resolved. The individual will be advised that they must be available for contact by local law enforcement, child protection services and/or the Chief School Administrator as part of the post report process.
- D. A non-employee not directly associated with FIRST MESA ELEMENTARY SCHOOL such as a volunteer, relative, vendor, visitor, against whom an allegation of child abuse has been raised, will be immediately segregated from the child involved. The individual will also be immediately removed from contact with or control over all children and denied any unescorted privileges to FIRST MESA ELEMENTARY SCHOOL facilities indefinitely until the incident is resolved. These precautions need not be taken if the individual has no contact with children for whom FIRST MESA ELEMENTARY SCHOOL is responsible or if the allegations of abuse occurred on non-Federal property during a non-Federally sponsored activity.

I. Notification to Alleged Offender

1. An employee against whom an allegation of child abuse has been raised, must be notified in writing of the allegation and the resulting actions to occur. This notification [SCAN (*Appendix G of the SCAN Protocol*) or Employee Incident (*Appendix L of the SCAN Protocol*)] will include the date of the SCAN Report, the type of abuse alleged, a brief summary of the allegation, the resulting actions. The role of the Administrative Inquiry Team (AIT) will only be included in SCAN case notifications. The resulting actions refer to the mandatory segregation, the expected duration of administrative leave, the possibility that the SCAN Report may result in action that may impact their employment status and/or their suitability to work with children. The employee will sign a receipt page to document that they were informed of the closure of the SCAN Report. A copy of the notification to the alleged offender will be provided to the BIE Program Specialist (SCAN) for filing.
2. Non-employees with FIRST MESA ELEMENTARY SCHOOL agreements or contracts such as contractors or consultants, against whom allegations of child abuse have been raised, must be notified in writing of the allegation and the resulting actions to be taken. The notification of the allegation will include the date of the SCAN Report, the type of abuse alleged, a brief summary of the allegation, and the role of the AIT. The resulting actions refer to the mandatory segregation, expected duration of denial of contact or control over children if the allegations are substantiated, the possibility that the SCAN Report may result in action that may impact their volunteer/employment status and/or their suitability to work with children. Non-employees not directly associated with FIRST MESA ELEMENTARY SCHOOL (e.g., volunteers, relatives, vendors, visitors, etc.) against whom allegations of child abuse have been raised, will

not be issued any notices in writing unless deemed necessary by the Chief School Administrator.

J. Continuous Tracking of SCAN Reports through Closure

The BIE Program Specialist (SCAN) is responsible for tracking SCAN Reports through closure. Upon initial receipt of a SCAN Report, the BIE Program Specialist (SCAN) will log the SCAN Report into a tracking database and monitor it as needed. On a weekly basis the status of SCAN Reports will be reviewed. Any SCAN Reports that do not meet the action timelines outlined in Chapter 6 of the SCAN Protocol will be reported to the appropriate ELO.

K. Closing a SCAN Report and Notification to Alleged Offender

A closure notification [SCAN (*Appendix H of the SCAN Protocol*) & Employee Incident (*Appendix M of the SCAN Protocol*)] will be issued by the Chief School Administrator to the employee against whom an allegation of child abuse was raised. The notification will be issued in person so the Chief School Administrator can review the contents of the notification with the employee. The employee will sign a receipt page to document that they were informed of the closure of the SCAN Report. The signature receipt along with a copy of the notification will be included in the official SCAN Report file with a copy forwarded to the BIE Program Specialist (SCAN). This final action closes the SCAN Report. If administrative or proactive action is proposed or corrective action is required that affects the employee, it is the responsibility of the Chief School Administrator to ensure these action(s) are carried out.

L. Administrative Inquiry Team

1. Goal of Administrative Inquiry Teams (AIT). The goal of the AIT is to assist management in ensuring the school continues to function efficiently and effectively without further impact on the involved child or any other children.
2. Purpose of Administrative Inquiry Team. The purpose of an AIT is to review the merits of the SCAN Report, review the information for completeness and provide recommendations to management when a FIRST MESA ELEMENTARY SCHOOL employee is involved. The AIT *will not* conduct investigation of any incident. Investigation is the responsibility of law enforcement authorities and/or child protection services.
3. Composition of Administrative Inquiry Team. The AIT will be comprised of at least three professional state licensed individuals (when possible) who have been appointed by the Chief School Administrator. It is at the discretion of the Chief School Administrator to determine who will serve on their AIT. The Chief School Administrator, will determine when to convene the AIT. These meetings may be best convened after-school unless warranted immediately. The Chief School Administrator must ensure that the team members are properly trained and available so they can

initiate an immediate inquiry following the completion of a SCAN Report as described in Chapter 5 of the SCAN Protocol.

4. The Administrative Inquiry Team will:

- Strictly adhere to confidentiality when addressing specific cases.
- Independently confirm the appropriate type of abuse indicated on the SCAN Report when a FIRST MESA ELEMENTARY SCHOOL employee is involved.
- Confirm the SCAN Report form is fully completed.
- Ensure all the proper notifications are made within stated timeframes.
- Gather additional information to ensure the SCAN Report is complete. Additional information may include but is not limited to collection of names of witnesses, collection and/or clarification of written statements from the alleged offender, and/or victim, etc. The team members will not investigate the allegations but ensure all the required information is provided on the SCAN & Employee Incident Report forms.

M. Preliminary Inquiry

1. A preliminary inquiry will be conducted as follows:

- A. Immediately after the Chief School Administrator becomes aware of an incident that requires the completion of a SCAN Report involving a FIRST MESA ELEMENTARY SCHOOL employee, they must notify the members of the AIT that a SCAN Report has been initiated.
- B. As many team members that are available will convene and at the completion of pages 1-4 of the SCAN Report the team member(s) will review the merits of the incident. The Chief School Administrator must ensure that a contingency plan is devised to ensure coverage when AIT members are out of the office or on leave.
- C. Gather information utilizing the same tools as other team members. Further, all notes & other forms of documentation that is gathered during an inquiry will be submitted to the Chief School Administrator immediately after an inquiry is completed.
- D. At the conclusion of the preliminary inquiry, the AIT will make recommendations to the Chief School Administrator relating to the specific SCAN Report. The recommendations must address returning the individual to their position and proactive measures to prevent a similar incident from occurring in the future. It is recommended a minimum of three working days for the AIT to complete their inquiry; however, *24 hours* is preferred.

2. Administrative Inquiry Team for Non-BIE Employees

Although administrative inquiries will be conducted for contractors and consultants, administrative inquiries will not be conducted on non-employees not directly associated with BIE such as volunteers, relatives, vendors, or visitors. In these cases,

the Chief School Administrator will document these reports and take appropriate action to ensure the child involved is safe and the individual is denied access to children for which BIE is responsible.

3. Recommendations from Administrative Inquiry Team (AIT)

The AIT will document their recommendations on a standardized memorandum format to the Chief School Administrator (*Appendix I of the SCAN Protocol*). The memorandum will confirm the type of alleged abuse and document other findings. The memorandum will also include the AIT's proposed proactive and/or corrective measures to prevent a similar incident from occurring in the future. Copies of the memorandum will be forwarded to the Chief School Administrator and BIE Program Specialist (SCAN) within three working days from the day the inquiry was initiated.

N. Reporting Procedures

1. SCAN Reports involving a FIRST MESA ELEMENTARY SCHOOL Employee

- A. When a SCAN case is identified, all precise & pertinent information regarding the case will be obtained by the employee who made the initial contact with the child, and who has the information first-hand -- this employee is therefore deemed the designated mandatory reporter. The employee, working with the Chief School Administrator will ensure that pages 1 through 4 of the SCAN Report are completed thoroughly as soon as possible but no later than 24 hours after the disclosure of the incident, and with as much information as possible.
- B. The Chief School Administrator will convene the AIT to:
 - i. Notify Local Law Enforcement ***within one hour*** of the mandatory reporter completing pages 1 through 4 of the SCAN form. The AIT must ensure page 5 (Tracking of Notifications) of the SCAN Report is thoroughly completed and it clearly indicates specific contact information for law enforcement -- the name of the person contacted, their title, telephone number, and the dates these occurred. If a Law Enforcement report number is available, it should also be included on page 5.
 - ii. Notification must be initiated verbally and followed-up in writing by faxing pages 1 through 5 of the SCAN Report utilizing the designated SCAN FAX Cover Sheet (*Appendix J of the SCAN Protocol*). It must be confirmed that the fax number is correct and the intended recipient is available to receive the facsimile transmission.

C. Notify Child Protective Services *within one hour* of the mandatory reporter completing pages 1 through 4 of the SCAN Report. The AIT must ensure page 5 (Tracking Notification) of the SCAN Report is thoroughly completed and clearly indicates the specific Child Protective agency contacted -- the name of the person contacted, their title, telephone number, and the dates these occurred.

i. Notification must be initiated verbally and followed-up in writing by faxing pages 1 through 4 of the SCAN Report utilizing the designated SCAN FAX Cover Sheet (*Appendix J of the SCAN Protocol*). It must be confirmed that the fax number is correct and the intended recipient is available to receive the facsimile transmission.

D. Notify the Program Specialist (SCAN) immediately & submit a copy of the SCAN Report to the Program Specialist (SCAN) office for review and the appropriate logging/tracking and follow-up action as necessary.

O. Actions after a SCAN Report

1. Pending the outcome of the report, the Chief School Administrator will ensure the employee is re-assigned with no contact with children as a first option, and Administrative Reassignment with pay off campus as an alternative, until clearance is established.
2. If law enforcement indicates that prosecution is likely or imminent, the employee will remain in re-assignment, or remain on Administrative Reassignment until official charges are filed or disciplinary/termination action is initiated and completed. Upon receipt of a notice that the individual has been indicated or otherwise officially charged with an offense in which imprisonment may be imposed, appropriate disciplinary or termination action will be initiated.
3. If law enforcement notifies FIRST MESA ELEMENTARY SCHOOL that the allegations are unsubstantiated, the Chief School Administrator will return the employee to duty or take such other action as may be appropriate under the circumstances. Administrative action may still be required for employee misconduct. Additionally, the employee's conduct although it may not have risen to the level of a violation of law may still have impact on the individual's suitability.
4. The Chief School Administrator will issue a Notification of Closure to Alleged Offender (*Appendix H of the SCAN Protocol*) to the employee against whom an allegation of child abuse was raised after law enforcement notification. The notification will be issued in person so the contents of the notification can be reviewed with the employee. The employee will sign a receipt page to document that they were informed of the closure of the SCAN Report. The signature receipt along with a copy of the notification will be included in the official SCAN Report file with a copy forwarded to the BIE Program Specialist (SCAN). This final action closes the SCAN Report. If

administrative or proactive action is proposed or corrective action is required that affects the employee, it is the responsibility of the Chief School Administrator to ensure these action(s) are carried out.

5. If follow-up with Law Enforcement is necessary, the Chief School Administrator will issue a written letter referencing the original SCAN Report that was filed. The Follow-up Letter to Law Enforcement Services (*Appendix K of the SCAN Protocol*) requests a status of the report. If no investigation has been initiated or a report is not yet completed, the Chief School Administrator will document the current status of the investigation in the official file. The Chief School Administrator will issue follow-up letters on a weekly basis until it is resolved with copies forwarded to the Program Specialist (SCAN).
6. When the SCAN Report is closed and the SCAN Closure Notification form is completed, the Chief School Administrator will forward the official SCAN file to the BIE SCAN Office (Program Specialist) which serves as the official repository for SCAN files. The official file should include but is not limited to:
 - a. SCAN report (pages 1-5);
 - b. Request for Review Memorandum to Law Enforcement Services (if utilized);
 - c. Notification to Alleged Offender;
 - d. Follow-up Letter to Law Enforcement (if utilized);
 - e. SCAN Closure Notification;
 - f. Any direction received from local law enforcement and/or child protective services as a result of the submission of the SCAN Report;
 - g. Copies of fax transmittals and receipts;
 - h. Information obtained or developed by the AIT; and
 - i. Victim/Witness/Alleged Offender's statements, etc.
7. If a temporary file, also known as suspense file exists at the school, the Chief School Administrator will ensure it is destroyed after the SCAN case is closed; such files should not be maintained after case closure. The file will be forwarded to the BIE Program Specialist (SCAN) for review and final disposition.

P. Employee Incident Reports

1. When an incident is identified, all precise & pertinent information regarding the case will be obtained by the employee who made the initial contact with the child and who has the information first-hand – the employee is therefore deemed the designated mandatory reporter. The employee, working with the Chief School Administrator will ensure that the Employee Incident Report Form (*Appendix E of the SCAN Protocol*) is completed thoroughly.

2. The Chief School Administrator will notify the BIE Program Specialist (SCAN) immediately & submit a copy of the SCAN Report for review, the appropriate logging/tracking and follow-up take action as necessary.
3. The Chief School Administrator will issue Notification to Alleged Offender (*Appendix L of the SCAN Protocol*) to an employee against whom an Incident was raised; the written notification addresses the allegation and the resulting actions to occur. It further includes the date of the Employee Incident Report, the type of incident alleged, a brief summary of the allegation, the resulting actions and the role of the Chief School Administrator.
4. The resulting actions refer to the mandatory segregation, expected duration of administrative leave, if warranted, the possibility that the Employee Incident Report may result in action that may impact their employment status and/or their suitability to work with children. The employee will sign a receipt page to document that they were informed of the notification of the Employee Incident Report. A copy of this notification will be provided to the BIE Program Specialist (SCAN) for filing.
5. If the Chief School Administrator determines the allegations are unsubstantiated, the employee will be returned to duty or other appropriate action shall be taken. Administrative action may be required for employee misconduct, if warranted. Additionally, the employee's conduct although it may not have risen to the level of a violation of law may still have impact on the individual's suitability.
6. The Chief School Administrator will issue a Notification of Closure to Alleged Offender (*Appendix M of the SCAN Protocol*) to the employee against whom an Employee Incident allegation was raised after the appropriate intervention. The notification will be issued in person so the contents of the notification can be reviewed with the employee. The employee will sign a receipt page to document that they were informed of the closure of the Employee Incident Report. The signature receipt along with a copy of the notification will be included in the official Employee Incident Report file and forwarded to the BIE Program Specialist (SCAN). This final action closes the Employee Incident Report. If administrative or proactive action is proposed or corrective action is required that affects the employee, it is the responsibility of the Chief School Administrator to ensure these action(s) are carried out.
7. When the Employee Incident Report is closed and the closure notification completed, the Chief School Administrator will forward the official file to the BIE SCAN Office which serves as the official repository for Incident files. The official file should include but is not limited to:
 - a. Employee Incident Report Form
 - b. Notification to Alleged Offender
 - c. Closure Notification
 - d. Copies of fax transmittals and receipts
 - e. Victim/Witness/Alleged Offender's statements, etc.

8. If a temporary file, also known as suspense file, exists at the school, the Chief School Administrator will ensure it is destroyed after the Employee Incident is closed; such files should not be maintained after case closure. The file will be forwarded to the BIE Program Specialist (SCAN) for review and final disposition.

Q. Non-FIRST MESA ELEMENTARY SCHOOL Employee Incident Reports

1. The Chief School Administrator will establish an official file for the Incident Report. The Chief School Administrator will take appropriate action for all students, volunteers, or others that were alleged to have been involved in an Incident. All documentation must be made a permanent part of the official file. The Incident Report will remain open until resolution is made and documented.
2. A copy of the recommendations will be forwarded to the BIE Program Specialist (SCAN). The BIE Program Specialist (SCAN) will review the information and take appropriate action as necessary.

R. Training

1. Introduction. Training will be conducted on a regularly scheduled basis to ensure child protection procedures are implemented properly and all FIRST MESA ELEMENTARY SCHOOL employees understand their responsibilities as Mandated Reporters.
2. Awareness Training. Every FIRST MESA ELEMENTARY SCHOOL employee will receive Notification of Responsibilities Form (*Appendix C of the SCAN Protocol*) advising them of the requirements of their positions to include child abuse or suspected child abuse reporting, Mandated Reporting responsibilities, the penalties for non-reporting, etc. FIRST MESA ELEMENTARY SCHOOL employees will receive this information upon a tentative offer of employment and annually thereafter.
3. Mandated Reporters. All FIRST MESA ELEMENTARY SCHOOL employees are Mandated Reporters and must attend a re-orientation on the requirements of this designation upon hiring and annually thereafter, preferably at the beginning of each school year. Attendance is mandatory and will be documented through employee signature of attendance rosters & through certificates that will be issued to attendees. The documentation of attendance will be maintained by the Chief School Administrator. If an employee refuses to attend such training, the appropriate corrective action will be taken.
4. Supervisory Positions. All FIRST MESA ELEMENTARY SCHOOL supervisors must attend trainings pertaining to Mandated Reporters requirements and responsibilities of supervisors to include the proper completion of SCAN Reports and the follow-up procedures upon hire and annually thereafter, prior to each school year. Supervisors will then be qualified to administer trainings to their employees on Mandated Reporters

requirements. Attendance is mandatory and will be documented through certificates that will be issued to attendees. Training and documentation will be maintained by the Chief School Administrator. If an employee refuses to attend such training, the appropriate corrective action will be taken.

5. Administrative Inquiry Team. All individuals designated as Administrative Team members must attend annual AIT Training to receive information on the proper completion of SCAN Reports, follow-up and the development of proactive and corrective action recommendations. The AIT will then be responsible for providing ongoing training to the school Governing Board and Parent Action Committee (PAC) on an as-needed basis. Team members are prohibited from participating in AIT activities until they have successfully completed the training. The documentation of attendance will be maintained by the Chief School Administrator.

Section 6.14 Social Media Policy

A. Definition

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

B. Application

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

In order to implement and enforce this policy, all staff, students, school board members, parents/guardians, volunteers and all others associated in any way with FMES must execute the FMES confidentiality agreement prior to any involvement with FMES.

C. General policy

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

not be tolerated and may, in addition to being violations of other School policy related to harassment or discrimination, independently subject you to disciplinary action up to and including termination.

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

D. Staff-Student Relations

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate. Examples of unprofessional relationships include, but are not limited to: employees fraternizing or communicating with students as if employees and students were peers such as writing personal letters or e-mails; “texting” students; calling students on cell phones or allowing students to make personal calls to them unrelated to homework or class work; sending inappropriate pictures to students; discussing or revealing to students personal matters about their private lives or inviting students to do the same (other than professional counseling by a school counselor); and engaging in sexualized dialogue, whether in person, by phone, via the Internet, or in writing. Employees shall not allow a “friend” relationship under Facebook with a student or any other such similar one-on-one electronic or digital relationship. Employees who post information on Facebook, MySpace or similar web sites that include inappropriate personal information such as, but not limited to: provocative photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing, or which would be inappropriate for an employee of the school, must understand that if students, parents or employees obtain access to such information and if found to: disrupt School operations or programs; damage the School’s reputation in the community; cause a reasonable reaction that has a negative impact on the School’s operation, their case will be investigated by School officials, and if warranted will be disciplined up to and including termination, depending upon the severity of the offense. Additionally, certified personnel, depending upon the severity of the offense, may have their case forwarded to the appropriate state department for review and possible further sanctions. The Chief School Administrator or designees reserve the right to periodically

conduct Internet searches to determine if employees have posted inappropriate materials online. If inappropriate use of computers and web sites is discovered, the Chief School Administrator or designees will download the offensive material and promptly take appropriate disciplinary action, up to and including termination of employment.

E. Specific Social Media/Social Networking Policies

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

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

2. Social Networking on Personal Devices

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

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

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

4. The Media

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

5. Use of School Name or Logo

You may not promote or sell any product or service online or off which would represent the School or bear the School motto, mascot or logo without specific written permission of the Chief School Administrator and board of the School.

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

Section 6.15 Staff Use Of Portable Electronic Devices In School

Staff may possess and use Portable Electronic Devices (PED's), including but not limited to cellular telephones, MP3 and similar music players, radios, Walkmans, CD players, tape recorders and players, scanners, wireless e-mail devices, cameras, etc., subject to limitations of this and other policies of the School under the following conditions and guidelines:

- A. PED's shall not be turned on or used in any way in classrooms, during instructional time, when employee is or should be supervising students or when their use is otherwise prohibited by school policy. Instructional time includes the entire period of a scheduled class, and other times when students are participating in any instructional activities (for example, during student assemblies, awards or other public ceremonies, etc.)
- B. PED's are allowed to be taken and used on school trips except that they may not be used during any instructional activity, student supervision or at other times when school policies prohibit their use.
- C. Use of cameras or the camera features on a cell phone or other PED's in a restroom or a locker room or for any use constituting an invasion of any person's reasonable expectation of privacy is strictly prohibited.
- D. PED's shall not be used during work hours, while supervising students, while driving for school related purposes and when such devices would otherwise distract employee from the performance of employee's duties or from the vigilant supervision and control of students.
- E. The basic purpose to be served by this policy is that employees refrain from all use of PED's during the work day and their performance of their professional duties in order to maintain the focus on the students and their employment responsibilities. This policy expects the common sense action of all employees to accomplish the above purpose and any action or conduct which violates that purpose shall be grounds for disciplinary action, up to and including termination of employment.
- F. Any use of a PED must be strictly limited to lunch period when not supervising children. Further, any such calls or use must terminate at or before the termination of any such lunch time. Use of PED's during periods of student supervision responsibilities is strictly prohibited and will result in immediate and severe disciplinary action.
- G. CD/Radio players only may be used for school educational purposes, subject to prior approval of Chief School Administrator.

- H. The use of PED's can compromise the health, safety and welfare of our students and staff. Further, use of PED's during work time is unprofessional conduct and diminishes the efficiency and value of employee services to the school. Therefore, this policy shall be strictly applied.

FMES is NOT responsible for any lost, stolen or damaged PEDs or any other personal property an employee may bring to FMES or FMES activities. The owner/employee assumes all risks for PEDs or other personal property brought to FMES or FMES activities. FMES will not provide compensation for any item or PED which has been confiscated, lost, stolen or damaged.

APPENDIX VI-A
DRUG-FREE WORKPLACE
NOTICE TO EMPLOYEES

FIRST MESA ELEMENTARY SCHOOL

YOU ARE HEREBY NOTIFIED that it is a violation of Sections 6.03 through 6.10 (Drug Free Workplace Policies) of the School's policies and procedures for any employee to violate the law or School's policies in the manufacture, distribution, dispensing, possession or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. §§ 1300.11 through 1300.15, and amendments thereto.

The term "workplace" includes any place where work is performed, including a School building or other School premises; any School-owned vehicle or any other School-approved vehicle used to transport students to and from the School or School activities; and off-School property during any School-sponsored or School-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the School. In addition, the workplace shall include all property owned, leased or used by the School for any educational purpose.

YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you will comply with Sections 6.03 through 6.10 of the School's policies and procedures, and will notify your supervisor of your conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction; that you will abide by the terms and requirements of this notice and those in the Drug Free Workplace sections (6.03-6.10) of the Policies and Procedures Manual, and, that you will make available and permit inspection, for the purpose of assuring a drug free workplace, of all school personnel or any other property in or brought into the workplace which is under your control or use; without prior notice.

Any employee who violates the terms of the School's drug-free workplace policies and procedures in any manner is subject to discipline, which may include, but is not limited to, dismissal and/or referral for prosecution.

I have been provided with two (2) copies of this Notice to Employees for my review and signature. I understand that a signed copy will be placed in my personnel file.

Signature of Employee

Date

ARTICLE VII. DISCIPLINARY PROCEDURE

Section 7.01 Disciplinary Action

- A. School policy towards disciplining employees is generally reflected in the recommendations in the Table of Penalties. If an employee engages in an act of misconduct, which is not addressed in the Table of Penalties, the supervisor shall select an appropriate penalty in consultation with their immediate supervisor, department director, and/or the Chief School Administrator.
- B. Notwithstanding Section 7.01.A and recommendations in the Table of Penalties, the specific type and degree of disciplinary action to be taken in a particular situation shall be determined by the facts and circumstances of each situation. Previously documented disciplinary action(s), the degree of the conduct involved and other mitigating and exacerbating factors shall be considered in determining which penalty to impose.
- C. 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:

- 1. The employee’s evaluation procedure or the resulting evaluations as they pertain to the adequacy of the employee’s performance.
- 2. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
- 3. Counseling of an employee concerning expectations of future conduct.
- 4. Non-renewal of a contract of an employee employed by FIRST MESA ELEMENTARY SCHOOL.
- 5. Reassignment With Pay. The Chief School 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.

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.

- D. Types of Disciplinary Action

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

- a) Warning (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.

E. Guidelines and Procedures for Disciplinary Actions

1. **Warning (Verbal/Written):** When a warning (Verbal/Written) is issued, it should be done in private and a copy of the letter covering the details of the warning sent to the 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. Written warning will, upon the employee's written request, be removed from an employee's personnel file after a 12-month good conduct period.
2. **Suspension:** Suspension consists of a period of time during which an employee will not work and shall not receive compensation. The maximum suspension period shall be thirty working days.
3. **Termination:** Involuntary Termination is covered in Section 8.02 of this Manual.
4. **Initiation of Disciplinary Action.** Disciplinary action may be initiated by an employee's supervisor, department head or by the Chief School Administrator. The employee shall be notified in writing of the disciplinary action and the basis of said action. The employee's Department Supervisor shall commence disciplinary action against the employee within ten (10) days, or such time as may be reasonable after being made aware of the offense(s). The person who initiates it shall sign the notification, and copies shall be supplied to the appropriate department head, the Chief School Administrator, and the Chief School Administrator for placement in the employee's personnel file.
5. **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 Chief School Administrator.

F.

TABLE OF DISCIPLINARY PENALTIES

Guidelines	First Offense	Second Offense	Third Offense
The knowing failure or refusal, without just cause to obey or carry out orders, instructions, assignments or duties within the time designated by one in a position of authority for the performance of said orders	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
The knowing failure to maintain to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.	Letter of Reprimand	1 day Suspension (without pay)	5 days (without pay) to Termination
Failure without just cause, to obey or comply with any directive of the School, or any adopted and published policy of the School.	Letter of Reprimand to 30 days Suspension (without pay)	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
The unauthorized absence from one's duties of fifteen minutes or less more than twice in one week or four times in one month.	Verbal warning to Letter of Reprimand	Letter of Reprimand to 1 day Suspension (without pay)	1 day Suspension (without pay) to Termination
The unauthorized absence from one's duty station of more than fifteen minutes.	Verbal warning to 1 day Suspension (without pay)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination
Idleness, sleeping or unauthorized participation on non-job-related activities during duty hours.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	3 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student at any time while said student is enrolled at the School	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical harm to another employee of the School	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The failure to disclose or report, to a position of relevant authority, any conduct, occurrence, information or condition, which if not so disclosed or reported, will or is likely to cause harm, loss or damage to the School or any student or employee thereof.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any violation of the Drug Free Policy.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	10 days Suspension (without pay) to Termination
The use without proper authorization or the illegal operation of any vehicle owned, leased or in the possession of the School or the intentional permitting of such unauthorized use of illegal operation.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

Guidelines	First Offense	Second Offense	Third Offense
The intentional use without proper authorization of School or United States Government property.	Verbal Warning to 3 days Suspension (without pay)	Letter of Reprimand to 10 days Suspension (without pay)	5 days Suspension (without pay) to Termination
The alteration or destruction, without proper authorization, of any official school record.	Verbal Warning to 10 days Suspension (without pay)	Letter of Reprimand to Termination	5 days Suspension (without pay) to Termination
Theft of property or records belonging to the School, the United States Government, or any employee of or student enrolled in the School	1 day Suspension (without pay) to Termination	15 days (without pay)	Termination
Disclosure of confidential information vital to the interest of School.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse of the Business Travel Expense Policy, which includes but is not limited to falsifying expense reports. (Note: Expenses provided in a falsified report will not be reimbursed.)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Improper, careless, negligent destructive, or unsafe use or operation of equipment.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse or neglect of a student by an employee	3 days Suspension (without pay) to Termination	Termination	
Failure to report all known	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Sexual relations with a student by an employee.	Termination		
Lying, dishonest, fraudulent speech, conduct or writing by an employee.	Verbal warning to three-day suspension without pay.	Letter of Reprimand to 30-day suspension (without pay).	Termination

Section 7.02 Staff Grievances

Definitions

A grievance is a complaint by a FIRST MESA ELEMENTARY SCHOOL employee alleging a violation or misinterpretation, as to the employee, of any FIRST MESA ELEMENTARY SCHOOL policy or regulation that directly and specifically governs the employee's terms and conditions of employment. The term grievance shall not apply to any matter for which the method of review is

prescribed by law, or the Governing Board is without authority to act. The suspension or dismissal of employees is covered by policies regarding appeals and, therefore, is not a grievable matter. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Chief School Administrator unless there is a reduction in compensation or the Chief School Administrator requests that it go to the Governing Board.

A grievant shall be any employee of the FIRST MESA ELEMENTARY SCHOOL filing a grievance.

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the FIRST MESA ELEMENTARY SCHOOL. A day is any day during which the FIRST MESA ELEMENTARY SCHOOL conducts business. The immediate supervisor is the lowest-level administrator having supervisory line authority over the grievant.

Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within (5) days after the initial informal conference, or any subsequent conference.

Formal Level

Level I. Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

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

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

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

Level II. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Chief School Administrator within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Chief School Administrator shall communicate a decision

within (5) days after receiving the appeal. Either the grievant or the Chief School Administrator may request a personal conference within the above time limits.

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) days, submit an appeal in writing to the Chief School Administrator for consideration by the Governing Board. The Governing Board may determine not to conduct a review, or to conduct a review at a designated or undesignated future date.

General Provisions

Section 1. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of the grievance.

Section 2. The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Chief School Administrator.

STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five (5) days after the last informal conference but no later than fifteen (15) days after the employee knew or should have known of the act or omission giving rise to the grievance.

GRIEVANT _____ DATE OF LAST
INFORMAL PRESENTATION _____

SCHOOL _____ IMMEDIATE
SUPERVISOR _____

ASSIGNMENT _____

POLICY OR REGULATION ALLEGED TO HAVE BEEN VIOLATED _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM B

DECISION OF IMMEDIATE SUPERVISOR

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

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

SCHOOL _____

SUPERVISOR _____

ASSIGNMENT _____

DECISION OF IMMEDIATE SUPERVISOR
AND REASONS THEREFOR:

DATE OF DECISION _____

(SIGNATURE OF IMMEDIATE SUPERVISOR)

GRIEVANT'S RESPONSE (To be completed by the grievant within five (5) days after the decision):

_____ I accept the above decision of the immediate supervisor.

_____ I hereby refer the above decision to the Chief School Administrator, with reasons detailing nonacceptance at Level I and any relief sought (Level II).

DATE OF RESPONSE _____

(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

LEVEL II

GRIEVANCE FORM C

REFERRAL TO CHIEF SCHOOL ADMINISTRATOR

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

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

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

_____ The attached grievance is hereby referred to the Chief School Administrator.

DATE OF REFERRAL _____

(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

LEVEL II

GRIEVANCE FORM D

DECISION OF CHIEF SCHOOL ADMINISTRATOR

To be completed by the Chief School Administrator
within five (5) days.

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

DATE APPEAL RECEIVED BY CHIEF SCHOOL ADMINISTRATOR _____

DATE HEARING HELD BY CHIEF SCHOOL ADMINISTRATOR (OPTIONAL) _____

DECISION OF CHIEF SCHOOL ADMINISTRATOR
AND REASONS THEREFOR:

DATE OF DECISION _____

(SIGNATURE OF CHIEF
SCHOOL ADMINISTRATOR)

GRIEVANT'S RESPONSE (To be completed by the grievant within five (5) days after the decision):

_____ I accept the above decision of the Chief School Administrator.

_____ I hereby appeal to the Governing Board for a review of this grievance (Level III).

DATE OF RESPONSE _____

(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

LEVEL III (Final Action)

GRIEVANCE FORM E

REVIEW BY GOVERNING BOARD

GRIEVANT _____

DATE OF FORMAL GRIEVANCE RECEIPT _____

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

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

DATE APPEAL RECEIVED BY GOVERNING BOARD _____

GOVERNING BOARD RESPONSE (TO BE COMPLETED WITHIN FIFTEEN (15) DAYS OF
REVIEW):

GRIEVANT'S RESPONSE (To be completed by the grievant within five (5) days after the decision):

_____ I accept the above decision of the immediate supervisor.

_____ I hereby refer the above decision to the Chief School Administrator, with reasons detailing
nonacceptance at Level I and any relief sought (Level II).

DATE OF RESPONSE _____

(SIGNATURE OF GRIEVANT)

Chief School Administrator

Section 7.03 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. Temporary and probationary employees are not entitled to appeal procedure.

D. Procedure

1. Appeals must be filed with the Chief School Administrator 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 Chief School Administrator may within five (5) working days of receiving the appeal elect to resolve the appeal in writing or refer it to a hearing before the Chief School Administrator or designee with recommendations.
4. If the Chief School Administrator 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 Chief School Administrator.
5. If the employee appeals the Chief School Administrator's decision or the Chief School Administrator refers the appeal to the Chief School Administrator or designee, the Chief School Administrator or designee 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 Chief School 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 Chief School Administrator, the Chief School 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 Chief School 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 Chief School 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 Chief School Administrator. The Governing Board may decide to affirm, modify or dismiss the decision or schedule a hearing before the Governing Board or a hearing officer. The Governing Board shall determine who will hear the appeal. The Governing Board's decision shall be provided to the appellant and Chief School Administrator in writing within ten (10) business days of the regular Governing Board meeting at which the appeal was submitted. If the Governing Board elects to hold a hearing, it 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.

ARTICLE VIII. TERMINATION OF EMPLOYMENT

TERMINATION OF EMPLOYMENT

Any employee who substantially violates the policies of the school Governing Board or who acts against the interest of the school may be terminated.

DISMISSAL, DEMOTION and SUSPENSION WITHOUT PAY

Pre-disciplinary Procedure: Before a non-probationary employee must be dismissed, demoted or suspended without pay for eighty (80) working hours or more, the Chief School Administrator or his/her designee shall file the non-probationary employee written notice of the charges, a summary of the basis for the charges and an opportunity for the non-probationary employee to present a response.

Disciplinary Procedure: The Chief School Administrator or his/her designee may dismiss, demote or suspend without pay for eighty (80) working hours or more any non-probationary employee with non-probationary status only for cause but not before attempting to serve the non-probationary employee personally or by registered or certified mail, return receipt requested (address only), with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the non-probationary employee of the fact. The Chief School Administrator shall include a statement on the non-probationary employee's right to appeal. The action is not effective until one of the following occurs:

- a. The non-probationary employee sign for receipt of the disciplinary letter or
- b. An attempt is made to personally serve the disciplinary letter, by the non-probationary 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 non-probationary employee.

The Chief School Administrator or his/her designee may suspend an employee without pay for up to eighty (80) working hours. There is no right to appeal a suspension for up to eighty (80) working hours. As required by the Fair labor Standard Act, exempt employee shall not be suspended for less than seven calendar days except for safety violations.

Probationary Employees: This section does not apply to probationary employees.

Relief from Duty: Nothing in this rule shall precluded the Chief School Administrator from immediately placing an employee on administrative leave pending implementation procedures under this rule, but no pay shall be withheld for such period.

Non-Renewal: Failure to renew the contract of an employee who was under contract for a specific period of time shall not be considered a dismissal or a Disciplinary action. An employee shall have no right to appeal a non-renewal contract.

Section 8.01 Voluntary Termination (Resignation)

1. Employees are requested to give at least thirty (30) days written notice of their intent to resign.
2. Earned compensatory time and accrued leave may be requested on a day-to-day basis during the final thirty (30) days of employment.
3. An employee who has submitted a letter of resignation may not withdraw the resignation after it has been accepted by the Governing Board. The resignation shall become effective as of the date specified in the letter of resignation, unless otherwise mutually agreed between the Governing Board and the employee. However, the Governing Board may at any time dismiss an employee as otherwise provided in this Manual.
4. The following procedures shall be followed in the case of resignation from employment.
 - a) The employee shall provide a written notice of their intent to resign to the Chief School Administrator.
 - b) The Chief School Administrator shall place the resignation on the agenda for Governing Board review at the next scheduled Governing Board meeting.
 - c) The employee shall be notified of when his/her resignation letter will be considered by the Governing Board.
 - d) It is solely within the discretion of the Governing Board to accept or reject the letter of resignation. The Governing Board may, at its sole discretion, modify the terms and conditions requested in the letter of resignation, add terms and conditions to the resignation and take such other actions as it deems in the best interest of FMES relative to the resignation.
 - e) The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
 - f) The Chief School Administrator shall conduct an exit interview with the resigning employee before the effective date of resignation.
 - g) If the employee has outstanding debts or owes property to the School, the immediate supervisor shall take all necessary steps to initiate repayment on the part of the employee and to receive receipt of the property from the employee, before the final paycheck is released. The immediate supervisor shall notify the Chief School Administrator in writing that he/she has accounted for all school property issued to the employee, has taken steps to

initiate repayment/receipt of property and that the final pay check can be released by the School.

Section 8.02 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)

1. Probationary employees are employees-at-will and may be terminated at any time, with or without cause. Probationary employees have no right to appeal their dismissal.
2. Non-probationary employees may be terminated for cause. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included in the Table of Penalties. However, it is not possible to list all the forms of behavior which are considered unacceptable in the work place and the 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. While the Governing Board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the Governing Board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.
3. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force)
 - a) Dismissal of an employee may be recommended by the Chief School Administrator or by the supervisor. The Chief School Administrator in consultation with the supervisor 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.
 - b) 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 by the Chief School Administrator as to whether reasonable cause exists to terminate the employee.
 - c) If the Governing Board after reviewing the notice of intent to terminate letter and after receiving the recommendation from the Chief School Administrator, believes that adequate cause exists to terminate the employee, the employee will be sent by personal delivery or through certified mail a letter 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 five (5) working days after the letter is sent unless the employee appeals the termination decision to the Governing Board within the five (5) working days.

- d) If the employee appeals the termination to the Governing Board, the employee will continue as an employee of the School pending the outcome of the termination appeal.
- e) 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.
- f) 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.
- g) At this hearing the Chief School 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 Chief School Administrator or designee may be represented by counsel.
- h) The employee shall thereafter present his/her witnesses and documentation with regard to the termination letter. The employee may be represented by counsel.
- i) 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.
- j) Either side may be represented by counsel at the party's own expense.
- k) After both sides have presented their case, both sides will be allowed a brief closing argument.
- l) After both sides have presented closing argument, the Governing Board shall deliberate and decide to: 1) uphold the termination; 2) reject the termination; 3) impose a lesser disciplinary action.
- m) The decision of the Governing Board shall be final and effective immediately.
- n) 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 Chief School Administrator, it is appropriate and in the best interest of the School.

Section 8.03 Layoff/Reduction-in-Force

This provision relates to any involuntary employment termination for non-disciplinary reasons initiated by the organization due to economic need, insufficient federal funding, changing program needs, 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 the School. The Chief School Administrator shall notify the Governing Board when funding or workload circumstances require a layoff/reduction-in-force, and shall submit a layoff/reduction-in-force plan to the Governing Board.

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

The Chief School Administrator and the Governing Board shall also consider the following factors in making layoff/reduction-in-force decisions, whether during the academic year or at the time for contract renewal decisions:

1. The best interest of the school and the educational mission of the school.
2. Importance to the School of position held
3. Quality of service to the School
4. Recommendations of supervisors
5. Length of service to and employment with the School

The Governing Board shall give all affected employees prior written notice of any anticipated layoff or reduction in force.

Section 8.04 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 contract year in which the layoff or reduction in force occurred.

Section 8.05 Inability to Perform Job Functions

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, said employee may be terminated.

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

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

ARTICLE IX. STUDENT POLICIES AND PROCEDURES

Section 9.01 Statement of Fundamental Policy

FIRST MESA ELEMENTARY SCHOOL believes that school and life which benefits students and enhances their educational efforts is a product of rights and responsibilities which all must follow in order that students study and learn in harmony. Student rights and responsibilities are set forth in this Manual. The Manual explains what each student is entitled to expect, as well as responsibilities each student must accept and possible consequences for failing to act within these policies and procedures.

A student violating School policies and rules will be held accountable for his/her behavior or actions and is subject to disciplinary action as set forth herein. The penalty for an infraction may include, but is not limited to restrictions, suspension, and/or expulsion.

Section 9.02 Enrollment

Any student who is a resident of the FIRST MESA ELEMENTARY SCHOOL and who meets the age requirements established by the Governing Board and Ordinance #36 may be admitted to FIRST MESA ELEMENTARY SCHOOL.

Grade placements shall be the responsibility of the Chief School Administrator, and be based on general achievement, consideration being given to the mental, physical, emotional, and social maturity of the child. Students transferring into FIRST MESA ELEMENTARY SCHOOL will be placed at the same grade level in the school from which they transferred. (Example: If a school recommends retention, FIRST MESA ELEMENTARY SCHOOL will honor recommendation.) In addition, children transferring, as well as continuing pupils, may be reduced or advanced in grade. The Chief School Administrator shall be guided by the recommendation of teachers and consult with the parents/guardians of the pupil before the transfer or placement of a child is made.

This decision may be appealed to the Board. The Board may make this decision on the record or have a hearing.

Section 9.03 Immunization Policy

Admission of children who have complied with the Immunization Policy for enrollment to First Mesa Elementary School shall be as follows.

First Mesa Elementary School Compulsory Immunization Policy

Except as hereinafter provided, a child entering First Mesa Elementary School ("FMES") must be immunized against chicken pox, hepatitis-small case B, measles, meningitis, mumps, diphtheria, polio, rubella, tetanus and whooping cough as set forth on Appendix IX-A.

No child or person may be admitted or received in FMES until he or she has been immunized against chicken pox, hepatitis-small case B, measles, meningitis, mumps, diphtheria, polio, rubella, tetanus and whooping cough or produces a certificate from a licensed pediatrician, family physician, or internist licensed in the State of Arizona, the Indian Health Service (“IHS”) or in a PL 93-638 facility and as further approved by the principal and a medical official to be selected by FMES.

Persons may be provisionally enrolled under minimum criteria so that the person’s immunization may be completed while missing a minimum amount of school. See Appendix IX-B for provisional enrollment requirements. No person shall be allowed to enter FMES without at least one (1) dose of each required vaccine and compliance with the required procedure for the required remaining dosages.

The principal is authorized to grant, renew, condition, deny, suspend or revoke exemptions to the compulsory immunization requirements set forth herein upon sufficient medical evidence that immunization is contraindicated or there exists a specific precaution to a particular vaccine.

A request for an exemption to the compulsory immunization requirements of this section must be accompanied by the form set forth in Appendix IX-B hereto and accompanied by the certification of a physician, licensed as noted above, stating that the physical condition of the child is such that immunization is contraindicated or there exists a specific precaution to a particular vaccine.

The principal is authorized to appoint and employ a licensed physician (“Delegated Physician”) of the principal’s choosing to make determinations on requests for an exemption to the compulsory immunization requirements of this policy and delegate the principal’s authority granted to the principal by this policy to said Delegated Physician.

A person appointed and employed as the Delegated Physician must be a physician licensed under the laws of the State of Arizona, the Indian Health Service (“IHS”) or a PL 93-638 health facility.

The principal’s decision on a request for an exemption to the compulsory immunization requirements of this policy may be appealed to the FMES School Board. The decision of the FMES School Board shall be final.

Section 9.04 Admission, Required Age

Admission of children who have complied with the Immunization Policy for enrollment to FIRST MESA ELEMENTARY SCHOOL shall be as follows:

1. A child is eligible for admission to Kindergarten, if the child is five years old on or before September 1st of the current school year.
2. A child is eligible for admission to First Grade, if the child is six years old on or before September 1st of the current school year.

3. The Chief School Administrator shall have the authority to waive the age requirements of this section on a case-by-case basis if the affected child's maturity and educational readiness are determined to be appropriate for the respective grade level. To be eligible for a waiver authorized by the provisions of this paragraph, the affected child must have reached the designated age no later than December 31st of the current school year. The decision to waive the September 1st age requirement for the Kindergarten and First Grade shall be made in consultation with the child's parent/guardians and classroom teacher.

Section 9.05 Students' Rights

Students at the School have and shall be accorded the following rights:

- The right to an education.
- The right to be free from unreasonable search and seizure of their person and property, to a reasonable degree of privacy, and to a safe and secure environment.
- The right to freely express their spirituality and culture in a manner that does not infringe on the rights of others.
- The right of freedom of speech and expression so long as the speech and expression does not unreasonably disrupt the educational process or endanger the health and safety of the student and others.
- The right to freedom of the press, except where material in student publications is libelous, slanderous, obscene or harmful to other students, staff or the School's mission.
- The right to freedom from discrimination.

Section 9.06 Students' Responsibilities

General student responsibilities are as follows:

- To attend all classes each day except when ill or properly excused.
- Allow others the freedom to learn without upsetting the classroom.
- To not bring anything to school that is forbidden by law such as alcoholic beverages, drugs, weapons or stolen property.
- To fully comply with all of the School's policies, procedures and rules.

- To express their own religion and culture in a manner that is not prohibited by law or violative of other individual's rights.
- To express opinions and ideas respectfully so as not to slander or offend others, and to understand that others should be allowed to express their ideas.
- To not discriminate against others.

Section 9.07 General Rules

1. Students are to attend classes on weekdays, except for holidays. A routine attendance check will be enforced by School staff.
2. Students must comply with the School's policies, procedures, rules and regulations established by the School at all times.
3. Use of tobacco products is prohibited. This includes possession, use, distribution or selling of the products.
4. The possession, use, distribution or selling of drugs, alcohol and controlled substances is prohibited. Law enforcement and parents will be notified immediately of any violation of this rule.
5. All visitors must sign in and sign out at the front office and are required to obtain a color-coded pass before visitation.
6. Students, staff and visitors are to maintain buildings and quarters in good condition. Vandalism or property damage will not be tolerated. Law enforcement will be notified. Students causing property damage and their parents will be held responsible for all costs necessary to repair or replace said damage.
7. Stealing from students, school, and staff is prohibited. Law enforcement will be notified in the event of a theft.
8. Due to health, safety, and welfare factors, roller skates, roller blades, and skate boards are prohibited on campus.

Section 9.08 Student Dress Code

The School believes that students should take pride in their attire and dress appropriately. In addition to the following guidelines, students should dress in a manner that takes into account the educational environment, safety, health and welfare for others. The following guidelines are

provided to assist students, staff and parents in determining what “is” and what “is not” appropriate with respect to student attire. Failure to abide by the dress code may result in disciplinary action.

1. Only shorts and skirts that are hemmed and no shorter than three inches above the knee may be worn. Shorts may not be any longer than knee length.
2. Sagging is prohibited. Sagging is wearing the pants on the hips or below which would allow underwear to show.
3. Clothing such as bare midriffs, halter-tops and spaghetti straps is unacceptable. See-through clothing is prohibited.
4. “Homie” T-shirts and other types of clothing that displays gang-style pictures, slogans or symbols are prohibited (i.e. “8-Ball,” “South Side,” “Low Rider”).
5. “Prison Garb” – Shirts and pants that are typically used as prison uniforms usually in solid color, but not limited to blue, brown or black, are prohibited. This type of clothing contains a cotton collared shirt with matching pair of pants. The top button on the shirt is usually buttoned. Both shirt and pants are baggy and loose with shirt untucked.
6. “Bandanas” or scarves used for gang identification, any size, color or shape, will not be carried, worn or displayed on school property. This may also include anything that may represent a display of “colors.”
7. Any type of jewelry or body adornment presenting a health and/or safety hazard to self or others is prohibited (i.e., nose ring, excessive earrings, body studs, tattoos—all existing tattoos must be covered).
8. Wearing chains in excess of twelve inches (12”) long and with a chainlink size greater than one-half inch (1/2”) is prohibited. Further, chains less than twelve inches (12”) long and less than one-half inch (1/2”) in link size may only be worn when used to secure wallets, watches or keys. Chains not complying with the above-stated conditions will be confiscated, if found. Chains worn on the outside of the pants, hanging down and connected to a wallet are not allowed. These items will be confiscated, if found.
9. Any clothing or jewelry that symbolizes drugs, alcohol, sex, satanism, tobacco, or any lewd act is expressively forbidden. This includes profanity or defamatory writing on clothing or jewelry.
10. Gang-related personalization of any sort is not permitted on hats, clothing, or one’s person. This includes anything worn or carried on campus. Any type of clothing or headgear which promotes gang activities or is worn in a manner that promotes gang activities is prohibited.

11. Shoes must be worn at all times. Bare feet are not acceptable. Close-toed shoes must be worn for any type of physical activity, such as recreation.
12. Sunglasses are to be worn outside only.
13. All belts will be tucked and will not be allowed to hang in front.
14. Offensive body language or movements and hand gestures (including gang related) will not be allowed.
15. Any individual who has a tattoo must cover it to avoid exposure and any influence to other students.

Section 9.09 Attendance

Students are required by Hopi law to attend school. It is important that students attend school every day. It is difficult to teach students and it is difficult for students to learn unless the student attends school regularly. If a student is sick, has a death in the family, must attend a religious ceremony or has another legitimate excuse that keeps the student from attending school, the student must do the following:

1. On the day following any absence, and at the beginning of the school day, bring and deliver to the student's teacher(s) a note from and signed by the student's parent, guardian, performing medicine man or doctor which explains the reasons for the student's absence. If the note is sufficient and establishes a legitimate excuse for the absence as defined herein, the absence will be "excused" and the student will be allowed to make up their school work.
2. Immediately upon returning from an excused absence, the student must ask the student's teacher(s) for any missed assignments and makeup work. The student must then promptly complete and turn in any missed work or assignments so they are not behind.

Excessive student absenteeism will result in: (a) parent notification; (b) retention; and (c) referral to tribal Child Protection Services.

Students are required to be in school a minimum of one hundred sixty (160) days per school year. There are approximately one hundred eighty (180) days of school in a school year. Students with perfect attendance at the end of each quarter are honored. All students are required to attend classes when school is in session. A student who was absent from school without reason will have their parents immediately contacted by the registrar. If a student is absent three (3) consecutive days, the Parent Liaison will make a home visit. Students who are absent five (5) days in a school year, are required to have a parent conference with the Chief School Administrator. If a student is absent another five (5) days after the conference with the Chief School Administrator (as noted in the previous sentence) then a referral to Hopi Child Protective Services will be filed. FMES may, at FMES's sole discretion, retain a student with ten (10) consecutive or twenty (20) total days of

absences. The School will drop or retain in grade a student with more than twenty (20) days absences or 15 consecutive days.

Section 9.10 Grading

Students shall receive grades based upon a four (4) point scale as follows:

A	=	Excellent	=	4
B	=	Above Average	=	3
C	=	Average	=	2
D	=	Below Average	=	1
F	=	Failing	=	0

An “I” may be given to indicate incomplete work. The makeup work must be completed within two (2) weeks or the “I” converts to a “F.”

Section 9.11 Report Cards

Report cards are issued every nine (9) weeks throughout the school year. Parent/teacher conferences are scheduled to coincide with the first and third nine-week periods and parents/guardians will receive their child’s report card at these conferences. The second and fourth nine-week period report cards will be mailed to parents/guardians.

Section 9.12 Promotion or Retention

The decision to promote a student to the next grade or retain a student shall be made by the combined efforts of the student’s teacher(s), the Chief School Administrator and the parent/guardian along with supporting documentation. The Chief School Administrator will make the final decision to promote or retain a student.

- At the end of the first grading period, teachers will discuss with parents the area(s) the child is experiencing problems and provide the parents with strategies to use at home. In addition, the teacher will document strategies to be implemented with the student. The Teacher shall turn in a copy to the office to be filed.
- At the end of the 2nd grading period students who are still achieving below expectations will meet with the teacher, parent, student, Teacher Supervisor, and Chief School Administrator. Additional actions will be discussed to assist the student. This will be considered the second notice. The Teacher shall turn in documentation of the meeting to the office to be filed.
- By the end of the 3rd grading period, each student and parent who is not achieving at expected levels will receive written notification of possible retention. No student shall be retained if prior actions have not involved the parent or documented justifiable reasons for the lack of parental involvement.

In case of a student enrolled in special education, the decision to promote or retain will be on a case-by-case basis, consistent with the individualized education plan and in accordance with applicable regulations.

The decision of whether to promote a student to the next grade or retain them in the same grade shall be made by the combined efforts of the student's teacher(s), the Promotion/Retention Committee, Chief School Administrator and the parent/guardian. Efforts will be made to ensure the appropriate grade placement for each individual student. The Chief School Administrator shall attempt to reach a consensual decision on promotion or retention; however, if this does not occur, the Chief School Administrator shall make the decision to promote or retain the student and the Chief School Administrator's decision shall be final.

Section 9.13 Selection of Valedictorian and Salutatorian

The selection of a sixth grade valedictorian and salutatorian shall be made as follows:

1. A student's grade point average (GPA), over the entire past two (2) academic years, shall be the determinative factor in the selection of a valedictorian and salutatorian. The student(s) with the highest GPAs will be the selected valedictorian and salutatorian, respectively, if they meet the other conditions set forth herein and if they have no disqualifying behavior or history.
2. A 3.2 GPA on a four-point scale is the minimum GPA for consideration for being selected valedictorian and/or salutatorian. Students must meet the minimum GPA to be considered for either honor. If no student meets the minimum GPA, there will be no valedictorian or salutatorian for that year.
3. To be considered, a student must have completed the entire last two (2) academic years (fifth and sixth grade) at the School, and only the students' GPA for those two (2) years will be used to compute the GPA that is to be used in the selection of a valedictorian and salutatorian and in this policy.
4. To be eligible for consideration for valedictorian and salutatorian, a student must have no significant disciplinary history and must have met minimum attendance requirements over the above-described three (3) year period.
5. The valedictorian and salutatorian shall be selected by the Sixth Grade Teacher and Chief School Administrator based upon the above factors. The decision of the Chief School Administrator is final.
6. Because this is the first year of the policy, this policy will be implemented based upon this year's activities and attendance. This policy will be fully implemented as set forth above in School Year 2016-2017.

Section 9.14 AWOL (Absent Without Leave)

In AWOL cases, the School will attempt to notify the student's parents. After the notification or attempted notification of the student's parents, the School will request assistance in locating the student from search and rescue teams and law enforcement agencies.

Students who have been AWOL are subject to disciplinary action as set forth herein or as determined by the administration.

Section 9.15 Safety

Students will obey all safety signs and rules posted on and around school campus. Students assigned to kitchen or multi-purpose building duty will adhere to instructions and rules set forth by the staff who work there. Students who handle food will be trained by the kitchen staff and must have a food handler's permit.

Section 9.16 Bus Safety and Rules

At any time when the School provides bus transportation to the students, students shall:

1. Be ready to board the bus on time.
2. Stand twelve (12) feet away from the road where the bus stops.
3. Wait until the bus comes to a complete stop to board the bus.
4. Assist in keeping the bus safe and clean at all times.
5. Never stick hands, arms, or any part of the body out of the windows.
6. Never experiment or tamper with bus or any of its equipment.
7. Keep personal possessions out of the aisle.
8. Never throw anything in the bus or out the window.
9. Remain in seats until the bus comes to a complete stop and not engage in disorderly behavior and obscene language. Students may be assigned seats if they misbehave or it is otherwise necessary.
10. Be courteous to fellow pupils and bus drivers.
11. Not smoke or chew tobacco in a school bus.
12. Not damage a bus. Damage by a student to the bus will be paid for by the student and/or the student's parents.
13. Students are to ride their assigned bus to and from the School every day. A student will **only** be excused from riding the bus if the student provides and turns in to the School office, at least thirty (30) minutes prior to the scheduled bus departure, a written note from the student's parent requesting that the student be excused from

riding the bus that day and providing a reason for the change. Each note must be written, signed and dated by the parent.

14. It is the parent's responsibility to promptly pick-up their students at bus drop-off sites. Buses will not remain at drop-off sites after students have disembarked from the bus. Bus drivers are required by school policy to drop off students at designated sites only and to leave the drop-off site immediately after the students disembark from the bus. These rules apply for regular bus runs and activity runs.

Activity bus runs (bus service associated with a school extra-curricular activity) will be conducted pursuant to the above noted policy. A block time (range of time) will be established for each activity bus service and publicized. It shall be the parent's responsibility to become informed of this block time (either by calling the School, or otherwise obtaining the times) and to be at the site during that range of time. If the bus should be late, it is the parent's responsibility to wait for its arrival. In climate weather and other conditions may make it impossible to arrive at the site at the scheduled time. If parents fail to pick-up their students at the site at the appropriate time, two (2) times within the school year, the student will be dropped from the activity.

It remains the parent's responsibility to ensure that their student/child is picked-up at the time that the student disembarks from the bus. It is impossible for the School to adjust for each individual student; therefore, school bus drivers are under orders to drop-off students at the designated points at the designated times and proceed with their duties. To reiterate, it is then the parent's responsibility to pick-up their child/student at that point, at that time.

Section 9.17 Property Damage

Any damage to School property by a student will be the responsibility of the student and the student's parent. The student and parent shall pay for any replacement and/or repair costs. Any such damage shall be paid within ninety (90) days of notice to the parent of the damage and amounts. If payments are not received within the above-stated ninety (90) day period, the student will not be allowed to return to school and transportation will not be provided until the debt is cleared. Disciplinary action will apply to incidents of property damage. Law enforcement will be notified.

Section 9.18 Personal Items

Electronic devices such as CD players, alarm clocks, and portable video games are not permitted at school. Students are solely responsible for any personal items they bring to the School. The School is not responsible for any lost, loaned, damaged or stolen items. A student's personal items may be confiscated by the staff if they or their use is deemed unsafe or if they are disruptive to the educational process.

For health reasons, the loaning of personal clothing items to another is prohibited.

Section 9.19 Cafeteria

The cafeteria provides meals for students on campus and on some field trips. Students are counted for each meal they eat.

Students are expected to use good table manners and to behave appropriately in the dining room. Students shall assist in maintaining a clean and attractive cafeteria.

A. Cafeteria Rules

Students shall:

1. Walk, not run, in the cafeteria area.
2. Sit on chairs only.
3. Use good manners.
4. Maintain all tables, seats, and walls in good condition.
5. Discard gum and wrappers in the trash can. (Students shall not stick gum under the tables.)
6. Be courteous toward fellow students, staff and visitors.
7. Not engage in horseplay or roughhousing.
8. Not take food or drinks out of the cafeteria.
9. Use dinnerware as eating utensils only.
10. Caps, hoods, hats are not allowed to be worn in the school buildings or cafeteria.

Section 9.20 Extracurricular Activities

The School offers a variety of extracurricular activities. These may include: volleyball, cross-country, basketball, flag football, softball, baseball, Student Council, cheerleading, etc. The sports usually include junior varsity and varsity teams. Students must be academically eligible to participate in extracurricular activities and school-related/off-campus activities.

The School has a Student Council. The Student Council gives students an opportunity to organize in a meaningful and effective way. The purpose of the Student Council is to create good relationships between the members of the student body, staff, administration and the community and to teach leadership and develop pride in the School. Students are encouraged to support and participate in the Student Council and its activities.

A number of student clubs and organizations exist within the school for students' interest. Membership in clubs and organizations is open to all students. All students are encouraged to join School clubs and organizations. Students wishing to form a club, which the School does not have, must apply to Student Council and Administration for permission to organize the club.

Section 9.21 Sports Award Assembly

1. If funding is available, the School will sponsor one (1) sports award assembly in the spring of each school year. This award assembly will be held to honor and present awards to participants.
2. Any other such recognition events (including, but not limited to, meals and other events) will be independent of the School and will not be sanctioned, authorized or funded by the School, the School's Athletic Club or Athletic Club funds; and, the School, Athletic Club or Athletic Club funds will not be responsible for any costs, responsibilities or liabilities, including, but not limited to, travel, organization, supervision or funding.

Section 9.22 Students With Disabilities/Section 504 of the Rehabilitation Act of 1973

The School will provide facilities for students with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq. Said facilities may only be utilized by students with disabilities as set forth in Section 504.

Section 9.23 Health Policies

A. General. Comprehensive health care remains the responsibility of the student's parent(s) and/or guardian(s). Students may be referred to the Clinic.

The School does not assume responsibility for treating any student who appears to be under the influence of any drug, chemical, alcohol or any other intoxicating substance. However, it reserves the right to administer emergency first aid treatment in the above circumstances.

In the event of an illness or injury during the school day, students will be taken home to their parent(s) regarding such illness or injury.

B. Harm or Threat to Self. If a staff member believes, or a student reports to a staff member that a student may be depressed or may do harm to himself/herself or has threatened to do harm to himself/herself, the Counselor or Chief School Administrator shall immediately contact the IHS health psychiatrist in the counseling department of IHS and shall thereafter immediately contact the supervisor on duty and the Chief School Administrator. In such situations, the School will undertake immediate intervention and make immediate referral for assistance.

C. Medication. If a student is placed on a special medication by a licensed physician or Public Health Service, the medication will be kept in a locked cabinet in a designated area. Medication will only be dispensed in accordance with the directions given by the treating physician. It is the parent/guardian's responsibility to provide the school with current directions signed by the physician. Medication will not be dispensed absent directions signed by the physician.

D. Dental. When a student complains of a toothache, he/she will be taken home. Dental clinics only allow the parent(s) or legal guardian(s) to authorize treatment for children.

Section 9.24 Grooming/Personal Hygiene

1. Acceptable personal hygiene (shower, brush teeth, etc.) is the student's responsibility.
2. Students with hair lice or nits may be sent home to be treated immediately by parents and returned to school as soon as possible and not more than later than two days. Children may be inspected by the school nurse or other personnel on their return. Students with hair lice or nits are to notify their teachers. It is the parents' responsibility to treat their child(ren) for such infestation.
3. Self-mutilation (tattoos, excessive body piercing, rub-scratching into skin with erasers, fingernails or others), or assisting, encouraging or performing such acts on or by other students, is prohibited and will subject the student to discipline.
4. It is each student's responsibility to inform the teacher or Chief School Administrator of illness/injury.

Section 9.25 Social Interaction

Students are expected to behave and conduct themselves in an appropriate manner on campus and in public. Inappropriate behavior, such as cursing, throwing hand gestures, and indecent or excessive displays of affection (petting, kissing), are prohibited. School staff is expected to counsel students who are not adhering to these rules.

Section 9.26 Sexual Harassment

FIRST MESA ELEMENTARY SCHOOL is committed to maintaining a learning environment that is free of harassment. The Governing Board prohibits the unlawful sexual harassment of any student by any employee, student or other person at school or at any school-related activity.

The Chief School Administrator or designee shall ensure that students receive age-appropriate information related to sexual harassment. The Chief School Administrator is the School's Title IX Officer and Sexual Harassment Officer. Students shall be assured that they need not endure any form of sexual behavior or communication. They shall further be assured that they need not endure, for any reason, any harassment which impairs the educational environment or a student's emotional well-being at school.

Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action. For students in grades K through 3, this disciplinary action shall depend on the maturity of the students and the circumstances involved. For students in grades 4 through 8, the disciplinary action may include suspension and/or expulsion.

Students are informed that they should immediately report any incidents to either teacher, the Chief School Administrator or their designee if they feel they are being harassed. Any student, or parent on behalf of the student, who feels that he/she is being sexually harassed may pursue the complaint in an informal process or may file a formal complaint with the School. Within 24 hours, staff shall report complaints of sexual harassment to the Chief School Administrator or his/her designee who will immediately log the complaint. Staff shall similarly report any such incidents they may observe even if the harassed student has not complained.

The Chief School Administrator, or designee, shall immediately investigate any report of the sexual harassment of a student. If a more extensive investigation is necessary, the School may utilize an outside investigator who shall serve as a fact-finder. Upon verifying that sexual harassment occurred, the Chief School Administrator shall ensure that appropriate action is promptly taken to end the harassment, address its effects on the person subjected to the harassment, and prevent any further instances of harassment. In addition, the student may file a formal complaint with the Chief School Administrator, or designee, in accordance with the School's procedures. See Section 6.11.C.

The School prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be kept confidential to the extent possible, within legal constraints, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

A. Definition. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's academic status or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance, or of creating an intimidating, hostile or offensive educational environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the School.

Types of conduct which are prohibited in the School and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual flirtations or propositions.
2. Sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, notes, stories, drawings, pictures or gestures.
5. Spreading sexual rumors.
6. Touching an individual's body or clothes in a sexual way.
7. Cornering or blocking of normal movements.
8. Displaying sexually suggestive objects in the educational environment.
9. Any act of retaliation against an individual who reports a violation of the School's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Each school staff person has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the School's sexual harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

B. Responsibility.

1. Any employee having knowledge of conduct by another employee, volunteer, student or individual in the School community which may constitute sexual harassment of students is required to immediately report such conduct to any of the individuals specified in this policy.
2. Employees are hereby placed on notice that if any employee engages in acts which the School determines to be acts of sexual harassment, such acts are outside of the course and scope of the employee's employment. Such conduct may result in the employee having to obtain his or her own legal counsel, and sexual harassment or unlawful discrimination may result in a money judgment against the employee personally.
3. Private, personal, consensual conduct may at some point become unwelcome. Any student advised that a fellow student now believes certain conduct to be unwelcome shall cease such conduct immediately. Any

conduct of a sexual nature following such notice may be determined to be sexual harassment. Students who participate in a consensual relationship, and who at some point wish to discontinue the relationship, should tell the other participant, either verbally or in writing, that the conduct is no longer consensual or welcome and therefore all such conduct must cease.

4. All employees shall cooperate with any investigation of any alleged act of sexual discrimination/harassment conducted by the School or by an appropriate Hopi or federal agency. No employee of the School shall take any action to discourage a victim of harassment from reporting such an instance.

C. Confidentiality. A report of sexual harassment or intimidation and the investigation are to be kept in strictest confidence, where practical, and to the degree permitted by law and the School's policies, for the protection of all parties involved.

D. Investigation and Action Procedure

1. After receiving a report or grievance, an individual, as designated by the Chief School Administrator, shall conduct an investigation and make written recommendation within fifteen (15) days to the Chief School Administrator. In determining whether alleged conduct constitutes sexual harassment, the Chief School Administrator will consider many items, including the facts of the allegation, case law, Hopi and federal laws, customs and regulations, the School's policy prohibiting sexual harassment and intimidation, any past behavior, any training the accused individual has received and other items as appropriate.
2. Upon receipt of a recommendation from the designee that probable cause exists to credit the allegations of sexual harassment or intimidation, the Chief School Administrator may take action based on the report/recommendation, or the Chief School Administrator may conduct his or her own investigation into the charges. The Chief School Administrator may appoint an outside investigator to conduct the investigation.
3. Such investigation must be completed within thirty (30) days of receipt.
4. Pending such an investigation, the Chief School Administrator or other supervisor may take any action necessary to protect the alleged victim, or other employees or students, consistent with requirements of applicable regulations and statutes.
5. Consistent with the requirements of applicable regulations, statutes or policies, the Chief School Administrator may take such action deemed necessary and appropriate after the completion of the investigation.

6. The final disposition of the case may be by action of the Governing Board if there is a recommendation for non-renewal or employment termination, or suspension or expulsion.

E. Sanctions. A substantiated charge against an employee of the School shall subject the employee to disciplinary action in accordance with any appropriate employee contract, up to and including discharge. A substantiated charge against a student shall subject that student to student disciplinary action, including suspension or expulsion, consistent with the School's student discipline policy.

F. Remediation. A plan will be developed to provide student and staff victims and witnesses of harassment with counseling and other support services to help them cope with the effects of harassment or intimidation.

Names, office locations and phone numbers of persons to contact for further information or assistance on how to use this policy:

Chief School Administrator
FIRST MESA ELEMENTARY SCHOOL
(928) 737-2581

Section 9.27 Prohibition of Harassment, Intimidation and Bullying

A. Purpose

The Board prohibits acts of harassment, intimidation or bullying.

A safe and civil environment in school is necessary for students to learn and achieve high academic standards; harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment; and since students learn by example, Chief School Administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying.

B. Definition of Harassment, Intimidation or Bullying

"Harassment, intimidation or bullying" means any gesture or written, verbal or physical act that takes place on school property, at any school-sponsored function or on a school bus and that:

1. Is motivated by:
 - a. Any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability; or,

- b. Any other distinguishing characteristic; or,
 - c. The desire to or which has the effect of exercising or imposing undue and inappropriate power, authority, influence and/or control over another(s).
2. And which:
- a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of harming a student or damaging the student's property, or placing a student in reasonable fear of harm to his person or damage to his property; or
 - b. Has the effect of insulting or demeaning any student or group of students in such a way as to cause substantial disruption in, or substantial interference with, the orderly operation of the school or the students' health, safety and welfare.

C. Expected Behavior

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents/guardians, staff and community members, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school and community property on the part of students, staff and community members.

The Board believes that the best discipline is self-imposed, and that it is the responsibility of staff to use disciplinary situations as opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent discipline problems and encourage students' abilities to grow in self-discipline.

D. Discipline

In determining the appropriate response to students who commit one or more acts of harassment, intimidation or bullying, several factors will be considered including, but not limited to, the developmental and maturity levels of the parties involved, the levels of harm, the surrounding circumstances, the nature of the behaviors, past incidences or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. It is only after meaningful consideration of these factors that an appropriate consequence should be determined, consistent with the case law, Federal and Hopi law and custom, regulations and

policies, and school policies and procedures. Consequences and appropriate remedial action for students who commit acts of harassment, intimidation or bullying may range from positive behavioral interventions up to and including suspension or expulsion.

E. Recommended Penalties for Violation of this Section, Actual Penalty may Differ Depending on Facts and Circumstances

1. 1st Offense

- a. A written warning.
- b. Meeting with the student advisor or other designated staff to establish a behavior plan.
- c. Orientation session regarding student behavior policies and how their conduct violated the policies. The student shall write an acknowledgement of the policy, their conduct which violated the policy, and their commitment not to further violate.
- d. Other disciplinary action which is appropriate under the circumstances.

2. 2nd Offense

- a. I.S.S.
- b. Behavior Contract
- c. Other disciplinary action which is appropriate under the circumstances.

3. 3rd Offense and Continuing Offenses

- a. Suspension or Expulsion
- b. Other disciplinary action which is appropriate under the circumstances.

F. Requirement to Report Incidents of Harassment, Intimidation or Bullying

The Chief School Administrator or the Chief School Administrator's designee is responsible for receiving complaints alleging violations of this policy. All school employees are required to report alleged violations of this policy to the Chief School Administrator or the Chief School Administrator's designee. All other members of the school community, including students, parents, volunteers and visitors, are encouraged to report any act that may be a violation of this policy. While submission of a written report is not required, the reporting party is encouraged to do so. Oral reports also shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

G. Investigations

The Chief School Administrator and/or the Chief School Administrator's designee is responsible for determining whether an alleged act constitutes a violation of this policy. In so doing, the Chief School Administrator and/or the Chief School Administrator's designee shall conduct a prompt, thorough and complete investigation of the alleged incident.

H. Response to Allegations

Some acts of harassment, intimidation or bullying may be isolated incidents requiring that the school respond appropriately to the individuals committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation or bullying that they require a response either at the classroom, school building or school level or by law enforcement officials.

Consequences and appropriate remedial actions for students who commit an act of harassment, intimidation or bullying range from positive behavioral interventions up to and including suspension or expulsion.

In considering whether a response beyond the individual level is appropriate, the Chief School Administrator or the Chief School Administrator's designee will consider several factors including, but not limited to, the nature and circumstances of the act, the level of harm, the nature of the behavior, past incidences or past or continuing patterns of behavior, and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student behavior and the consequences of such actions and to involvement of law enforcement officers, including school resource officers.

I. Prohibition Against Retaliation

The school prohibits reprisal or retaliation against any person who reports an act of harassment, intimidation or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the Chief School Administrator or the Chief School Administrator's designee after consideration of the nature and circumstances of the act, in accordance with case law, federal and state statutes and regulations and school policies and procedures.

J. False Accusations

Consequences and appropriate remedial action for a student found to have falsely accused another of harassment, intimidation or bullying range from positive behavioral interventions up to and including suspension or expulsion. Consequences and appropriate remedial action for a school employee found to have falsely accused another of harassment, intimidation or bullying shall be

disciplinary action, up to and including, termination. Consequences and appropriate remedial action for a visitor or volunteer, found to have falsely accused another of harassment, intimidation or bullying shall be determined by the Chief School Administrator or the Chief School Administrator's designee after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

Section 9.28 Student Social Media/Social Networking Policy

Introduction

Social media and social networking and their development has become, in recent years, an increasingly important feature of modern communication between individuals, but also in terms of business and organizational communication. The expansion of such networks on the internet has transformed ways we interact and the School views this as a positive opportunity for closer communication with a variety of people within our community and beyond.

Though this technology brings with it new and exciting methods of communication, it also brings with it increasing risks relating to appropriate usage. It is therefore important that as a School we develop systems to safely embrace this technology when engaging with others, as part of an effective communication strategy. It is therefore important that we balance activities to take into account legal requirements, the safety and well-being of our students, staff and community members, reputation and operation of the School, and ensure that all such participation and communication are within these and related School policies.

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, virtual reality sites (e.g., Second Life) and social networking sites (e.g., Facebook, MySpace, Twitter, LinkedIn, eHarmony). Electronic media also includes all forms of telecommunication such as landlines, cell phones, tables, laptops and Web-based applications, all now existing and arising in the future.

Electronic communications and social media websites have become part of our everyday lives. They are how more and more people interact with each other. While these sites allow people to interact in ways never before seen, they bring with them a new level of responsibility for the user.

Therefore, in order to ensure that our students' use of social media and social networking is positive, constructive and in everybody's best interest and that it does not compromise the health, safety and welfare of students, FMES staff, Board members, community members or others, we have established the following rules. Please be advised that violation of these rules, even after School hours and at your home or other places, will be grounds for disciplinary action if your use has a nexus or connection to the School and the School's operation and if such use may violate this or other School policies or otherwise disrupt the operation of the School.

1. Please ensure that your use of the social media and social networking does not violate our School's anti-discrimination or harassment policy. This policy prohibits cyberbullying,

discrimination and other conduct that has a connection or nexus to our School, regardless of where the conduct, actions or speech take place. Use of social media or social networking to cyberbully, publish threats or other such inappropriate conduct will be violations of School policy and will subject the student to discipline, up to and including, expulsion.

2. Any student use of social media or social networking that may convey a threat, exposure to danger, or which is otherwise disruptive to the School, is also prohibited in that this conduct may negatively impact the School, the operation of the School, the community sense of well-being for their children at the School, and it may have other negative consequences for the School.
3. Students should not engage in personal social media or social networking relationships with School staff. Students should not seek to be a “friend” under Facebook or establish other such electronic relationships with the staff of FMES.
4. Students shall refrain from publishing names of fellow students or staff and providing identifying information with which students or staff can be identified. There are predators that use social media and social networking to identify possible victims. Students should exercise care to avoid this. School photographs or videos taken at School and involving students and others should not be published through social media or social networking.
5. Please note that social media and social networking are not private. Once something is published you cannot take it back.
6. We recommend that in all use of social networking or electronic media that students always be respectful, be careful, be responsible and be accountable.

In summary, although certain uses of social media and social networking can be negative, cause problems and can be grounds for discipline at School, appropriate uses can support and enhance your development and your educational opportunities. Therefore, it is FMES’s goal to teach a positive and responsible use of social media and social networking to further enhance our students’ development and at the same time, provide appropriate boundaries for such use to protect the student, others and the School.

Section 9.29 Student Use Of Portable Electronic Devices In School

Students may possess and use Portable Electronic Devices (PED’s), including but not limited to: cellular telephones; MP3 and similar music players; radios; iPods; tape, video or other electronic recorders and players; game devices scanners; wireless e-mail devices; cameras; etc., subject to limitations of this and other policies of the FMES under the following conditions and guidelines:

- PED’s shall not be turned on or used in any way during instructional time or when their use is otherwise prohibited by school personnel. Instructional time includes the entire period of a scheduled class, and other times when students are participating in any instructional activities (for example, during student assemblies, awards or other public ceremonies, etc.) If such PED’s are used when prohibited by school personnel the device may be confiscated by school personnel. They may be obtained by the parent or guardian from the Chief School Administrator.

- Students are required to turn PED's over to school personnel when requested. Students who refuse to do so may be removed from class or other school activity, have committed insubordination and resisting authority and may be subject to disciplinary action up to and including suspension from school.
- PED's are allowed to be taken and used on school trips except that they may not be used during any instructional activity or at other times when school personnel prohibit their use. Coaches and sponsors are encouraged to set guidelines for their use.
- Use of cameras or the camera features on a cell phone or other PED's in a restroom or a locker room or for any use constituting an invasion of any person's reasonable expectation of privacy is strictly prohibited.
- The use of any PED to engage in any act of cyber bullying or other act to cause harm, shame or embarrassment to another will result in the confiscation of the PED and further disciplinary action against those engaging in such acts or behavior.
- The Chief School Administrator may establish and school personnel may enforce additional guidelines appropriate to campus needs.
- Students violating this policy may be subject to disciplinary action up to and including suspension from school.
- There is, in certain instances, educational value in utilizing PED's in class or during instructional activities when such devices aid in extending, enhancing, and/or reinforcing the students' learning process related to the instructional objectives of the class they are attending. Approval for students' use of such devices will be at the discretion of the classroom teacher and/or Chief School Administrator unless such device is mandated in the student's individualized education program (IEP) or the extreme nature of a bona fide emergency renders the securing of such permission impractical under the circumstances.
- FMES is NOT responsible for any lost, stolen or damaged PEDs or any other personal property a student or other person may bring to FMES or FMES activities. The owner/student assumes all risks for PEDs or other personal property brought to FMES or FMES activities. FMES will not provide compensation for any item or PED which has been confiscated, lost, stolen or damaged.

Section 9.30 Parent Involvement

The School encourages parental involvement in the School. The School has an active parent volunteer association and provides accommodations for parent use. Parents are encouraged to contact the School administration for more information or to be involved.

APPENDIX IX – A

FMES Immunization Requirement for New School Enterers

Vaccine	Requirements	Provisional Enrollment	Additional Information
DTaP/DTP Td/Tdap	Before admission, four doses required. One dose must be after the 4 th birthday.	After one dose, student may be allowed up to 8 months to complete the series if necessitated by the minimum intervals of the vaccine schedule.	<ul style="list-style-type: none"> Three doses only for children completing primary series at age 7 years and older. Children exempted from the pertussis component of DTap vaccine should receive DT vaccine instead, or if past 7th birthday, Td/Tdap vaccine, as applicable.
Polis (IPV)	Before admission three doses required. One dose must be after the 4 th birthday.	After one dose, student may be allowed up to 7 months to complete the series if necessitated by the minimum intervals of the vaccine schedule.	<ul style="list-style-type: none"> If polio immunization series included both OPV and IPV, then a total 3 of 4 doses are required depending upon the age of the child.
Measles, Mumps & Rubella (MMR)	Before admission, two doses required. First dose must be after 1 st birthday.	After one dose, Student may be allowed up to 30 days to complete the series.	<ul style="list-style-type: none"> Doses should be a minimum of 28 days apart.
Varicella	Before admission, two doses required. First dose must be after the 1 st birthday.	After one dose, Children less than 13 years of age may be allowed up to 90 days to obtain 2 nd dose; children aged 13 years and older may be allowed up to 30 days to obtain the 2 nd dose.	<ul style="list-style-type: none"> Children less than 13 years of age must have a minimum interval of 12 weeks between the 1st and 2nd doses. Children aged 13 years and older may receive the 2nd dose 28 days after the first dose.
Hepatitis B	Before admission, three doses required. Last dose must be after the age of 6 month.	After one dose, student may be allowed up to 4 months to complete the series if necessitated by the minimum intervals of the vaccine schedule.	<ul style="list-style-type: none"> Final dose is not valid if administered before 24 weeks / 6 months of age.

Medical exemptions must be requested by a physician who has treated or examined the child and be reviewed and submitted to the FMES Principal.

Requests for exemptions must be based on current standards of immunization practice and include the following information: the vaccine(s) being exempted, the specific medical reason for the exemption, whether the exemption is temporary or permanent, and, if temporary, when the exemption should be reevaluated. FMES does not allow for non-medical exemptions to immunization requirements.

APPENDIX IX – B

Request for Certified Medical Exemption from Compulsory Immunization

Name of Primary Care Provider: _____

Please mark the contraindications/precautions that apply to this patient.

Write a brief explanation of the reason the child requires exemption. [**Required** – on second page]

Sign and date the form.

Attach a copy of the child's most current immunization record and supporting health care information.

Submit to First Mesa Elementary School Principal.

Name of Patient _____ DOB _____

Name of Parent/Guardian _____

Address (patient/parent) _____

School name _____

Medical contraindications for immunizations are based upon the most recent General Recommendations of the Advisory Committee on Immunization Practices (ACIP), Public Health services, U.S. Department of Health and Human Services, published in the Centers for Disease Control and Prevention publication, the Morbidity and Mortality Weekly Report.

(http://www.cdc.gov/mmwr/preview/mmwrhtml/rr6002a1.htm?s_cid=rr6002a1_e).

A **contraindication** is a condition in a recipient that increases the risk for a serious vaccine adverse event (VAE) or compromises the ability of the vaccine to produce immunity. A **precaution** is a condition in a recipient that might increase the risk for a serious VAE or that might compromise the ability of the vaccine to produce immunity. Under normal conditions, vaccinations are deferred when a precaution is self-limiting, but can be administered if the precaution condition improves.

CDC Recognized Contraindications and Precautions

Vaccine	X	
Diphtheria, tetanus, pertussis (DTaP)	() ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see "reactions" below) Encephalopathy, not attributable to another identifiable cause, within seven days after receipt of previous dose of DTP or DTaP Precautions
Tetanus, diphtheria, pertussis (Tdap)	() () ()	<ul style="list-style-type: none"> For DTaP and Tdap only: Progressive neurologic disorder, (including infantile spasms for DTaP), uncontrolled seizures, progressive encephalopathy: defer until a treatment regimen has been established and the condition has stabilized.
Tetanus, diphtheria (DT, Td)	()	<ul style="list-style-type: none"> Guillain-Barre syndrome within 6 weeks after a previous dose of tetanus toxoid containing vaccine. Moderate or severe acute illness with or without fever History of Arthus-type hypersensitivity reactions after a previous dose of diphtheria or tetanus-toxoid containing vaccine.

Meningococcal	() ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see “reactions” below) Precautions <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
IPV Polio	() () ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see “reactions” below) Precautions <ul style="list-style-type: none"> Pregnancy Moderate or severe acute illness with or without fever
Hep B	() () ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see “reactions” below) Hypersensitivity to yeast Precaution <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
MMR	() () () () () () ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see “reactions” below) Pregnancy Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency of long term immunosuppressive therapy) or severely symptomatic human immunodeficiency virus [HIV] infection) Family history of congenital or hereditary immunodeficiency in first-degree relatives (e.g., parents and siblings), unless the immune competence of the potential vaccine recipient has been substantiated clinically or verified by a lab test. Precautions <ul style="list-style-type: none"> Recent (≤ 11 months) receipt of antibody-containing blood product (specific interval depends on product) History of thrombocytopenia or thrombocytopenic purpura Moderate or severe acute illness with or without fever
Varicella	() () () () () ()	Contraindications <ul style="list-style-type: none"> Severe allergic reaction after a previous dose or to a vaccine component (see “reactions” below) Substantial suppression of cellular immunity Pregnancy Family history of congenital or hereditary immunodeficiency in first-degree relatives Precautions <ul style="list-style-type: none"> Recent (≤ 11 months) receipt of antibody-containing blood product (specific interval depends on product) Moderate or severe acute illness with or without fever
Other Allergic Reactions/Other Type of Medical Contraindication	() ()	Other Contraindications, Precautions or Considerations <ul style="list-style-type: none"> Vaccinations(s) and dose number(s) for which other serious VAE have occurred _____ Description of adverse event: _____

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EXPLANATION of Exemption: _____

<p>Attach most current immunization record</p> <p>Permanent or Temporary? _____</p> <p>If temporary, date of re-evaluation _____</p> <p>Physician's Name _____</p> <p>Address _____</p> <p>Phone _____ Fax _____</p> <p>Date: _____ Sign Below this line</p> <p>I _____ certify that the physical condition of the above-named patient is such that the specified immunization(s) contraindicated or there exists a specified precaution to a specified vaccine as indicated above.</p>

Principal: _____ **Approve** _____ **Deny** _____

Principal's Signature: _____ **Date:** _____

FIRST MESA ELEMENTARY SCHOOL

SY 2017-2018

Parent and Family Engagement Policy

NOTE: In support of strengthening student academic achievement, each school that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy that contains information required by section 1116 of the Elementary and Secondary Education Act (ESEA) (parent and family engagement).

* * * * *

PART I. GENERAL EXPECTATIONS

The **First Mesa Elementary School** (“School”) agrees to implement the following statutory requirements:

- Consistent with section 1116 of the ESEA, the School will work to ensure that the parent and family engagement policy meets the requirements of section 1116 of the ESEA, and include, as a component, a school-parent compact consistent with section 1116(d) of the ESEA.
- The School will notify parents of the existence of family engagement in education programs and the policy in an understandable and uniform format and, to the extent practicable, in a language the parents can understand. The policy will be made available to the local community and updated periodically to meet the changing needs of parents and the School.
- In carrying out the Title I, Part A, parent and family engagement requirements, to the extent practicable, the School will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format and including alternative formats upon request and, to the extent practicable, in language such parents and family members understand.

- If the school-wide program plan for Title I, Part A, developed under section 1114(b) of the ESEA, is not satisfactory to the parents of participating children, the School will submit any parent comments with the plan when the School makes the plan available.
- The School will involve the parents and family members of children served in Title I, Part A schools in decisions about how the 1 percent of Title I, Part A funds reserved for parent and family engagement activities is spent, and will ensure that not less than 90 percent of the 1 percent reserved goes directly to the School.
- Funds reserved by the School will be used to carry out activities and strategies consistent with this policy, including at least 1 of the following:
 - *Professional development*: Supporting schools and nonprofit organizations in providing professional development for the School and School personnel regarding parent and family engagement strategies, which may be provided jointly to teachers, principals, and other School leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents and family members.
 - *Home-based programs*: Supporting programs to reach parents and family members at home, in the community, and at School.
 - *Disseminating information*: Informing on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members.
 - *Collaborating with community-based organizations*: Providing sub-grants so that the School can collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement.
 - *Other activities*: Engaging in any other activities and strategies that the School determines are appropriate and consistent with this policy.
- The School will build its own and the parents' capacity for strong parent and family involvement, in order to ensure effective parent and family involvement and to support a partnership among the School, parents, and the community to improve student academic achievement, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
- The School will provide other reasonable support for parental involvement activities under section 1116 of the ESEA as the parents may request.

- The School will be governed by the following statutory definition of parental involvement, and will carry out programs, activities, and procedures in accordance with this definition:

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring —

(A) that parents play an integral role in assisting their child's learning;

(B) that parents are encouraged to be actively involved in their child's education at school;

(C) that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;

(D) the carrying out of other activities, such as those described in section 1116 of the ESEA

PART II. DESCRIPTION OF HOW THE SCHOOL WILL IMPLEMENT REQUIRED PARENT AND FAMILY ENGAGEMENT POLICY COMPONENTS

1. The School will take the following actions to involve parents in the joint development of its schoolwide program plan under Section 1114(b) and school parent and family engagement policy under section 1116 of the ESEA:
List of actions on file with the CSA
2. The School will take the following actions to involve parents in the process of school review and improvement under section 1111 of the ESEA:
List of actions on file with the CSA
3. The School will take the following actions to conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the academic quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The evaluation will also include identifying the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers and strategies to support successful school and family interactions. The school will use the findings of the evaluation about its parent and family engagement policy to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, its parent and family engagement policies.

List of actions on file with the CSA

4. The School will hold an annual meeting (open house) to inform parents of the School's participation in Title I, Part A programs, and to explain the Title I, Part A requirements and the right of parents to be involved in Title I, Part A programs. The School will convene the meeting at a time convenient for parents and will offer a flexible number of additional meetings, such as in the morning or evening, so that as many parents as possible are able to attend. The School will invite all parents of children participating in Title I, Part A programs to this meeting, and will encourage them to attend, by:

List of actions on file with the CSA

5. The School will provide parents of participating children information in a timely manner about Title I, Part A programs that includes a description and explanation of the School's curriculum, the forms of academic assessment used to measure children's progress, and the achievement levels of the challenging State academic standards by:

List of actions on file with the CSA

6. The School will at the request of parents, provide opportunities for regular meetings for parents to formulate suggestions and to participate, as appropriate, in decisions about the education of their children. The School will respond to any such suggestions as soon as practicably possible by:

(List of actions on file with the CSA)

7. **Building Capacity for Involvement.** To ensure effective involvement of parents and to support a partnership among the School, parents, and the community to improve student academic achievement, the School will:

- provide assistance to parents of children served by the School, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of building capacity for involvement under section 1116(e) of the ESEA, how to monitor their child's progress, and how to work with educators to improve student academic achievement by:

List of actions on file with the CSA

- provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, by:

List of actions on file with the CSA

- educate its teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with,

and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the Schools, by:

List of actions on file with the CSA

- to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public pre-school programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating the education of their children, by:

List of actions on file with the CSA

- ensure that information related to the School and parent-programs, meetings, and other activities is sent to parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand by:

List of actions on file with the CSA

- Provide such other reasonable support for parental involvement activities under section 1116 of the ESEA as parents may request.

PART III. DISCRETIONARY PARENT AND FAMILY ENGAGEMENT POLICY COMPONENTS

- involving parents in the development of training for teachers, principals, and other educators to improve the effectiveness of that training;
- providing necessary literacy training for parents from Title I, Part A funds, if the School has exhausted all other reasonably available sources of funding for that training;
- paying reasonable and necessary expenses associated with parental involvement activities, including child care costs, to enable parents to participate in school-related meetings and training sessions;
- training parents to enhance the involvement of other parents;
- arranging school meetings at a variety of times, or conducting in-home conferences between teachers or other educators who work directly with participating children, arrange meetings with parents who are unable to attend conferences at school in order to maximize parental involvement and participation in their children's education;
- adopting and implementing model approaches to improving parental involvement;

- establishing a school parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;
- developing appropriate roles for community-based organizations and businesses, including faith-based organizations, in parental involvement activities.

* * * * *

PART IV. ADOPTION

This Parent and Family Engagement Policy has been developed jointly with, and agreed on with, parents and families of children participating in Title I, Part A programs, as evidenced by this policy, School Board minutes and the FMES and CSA's files and records.

This policy has been adopted by the **First Mesa Elementary School** annually prior to each School Year. The School will distribute this policy to all parents of participating Title I, Part A children on or before the start of the School Year or at the beginning of a student's enrollment.

(Signature of Authorized Official)

(Date)

Section 9.31 Telephone

Office phones are for school use only. The only exception to use an office phone would be in cases of emergency, with permission from the staff.

Section 9.32 Courtesy at Activities

Students and visitors to the School shall conduct themselves in a courteous manner at all school functions. This means no booing, name calling, throwing objects, inappropriate whistling, cursing or other improper behavior.

Section 9.33 Check-Out Procedures

Parents or legal guardians of students must designate those persons who are authorized to check out their children on the student check out forms. No phone calls or notes will be accepted for check out authorization.

Students will not be checked out to a person who appears to be under the influence of alcohol or drugs.

No other check-out restrictions will be enforced against parents/guardians, unless they are ordered by Social Services, law enforcement or court order.

NOTE: A person checking out a student should be prepared to show proper identification.

The School reserves the right to deny a check-out if, in the School's opinion, such check-out appears to compromise the personal safety or welfare of the student. If the check-out is to be denied, it will be the responsibility of the Registrar to hold a meeting with the Chief School Administrator, the parent and the student to discuss the matter. The parents are to be advised in writing if the privilege is denied.

NOTE: It is the parent(s) responsibility to pick up students at their bus drop-off sites. See Policies 9.13(14) and 17.06(G).

Section 9.34 Fire/Emergency Evacuation Plan

Staff are responsible for developing a written building evacuation plan and informing staff and students of that plan. In case of fire, the fire evacuation plan exists to prevent confusion and accidents. The general procedures for evacuation from the building are as follows:

1. The building shall be evacuated immediately.
2. Students and staff should not run or scream, or otherwise act in a manner that may create or exacerbate panic or fear.
3. All students and staff members must evacuate the buildings immediately and in an orderly manner (single file).

4. A designated student or staff member will hold doors open until the building is completely evacuated.
5. Students will be accounted for outside the building to assure all are out.
6. No one will stop to retrieve personal belongings. The building will be evacuated immediately.
7. Everyone is to report to a designated area with shoes and appropriate clothing (if possible).
8. Students and staff may not re-enter a building until a member of the fire department instructs them to do so.
9. Bus evacuation drills will be conducted three (3) times per year and may occur off campus.

Fire drills are to be conducted once a month during the day. The administrator conducting the fire drill will ensure that security goes from room to room to ensure that all staff and students have evacuated the building.

The staff shall report any safety issues or problems to their supervisor. The supervisor shall provide said reports to the Maintenance Technician and ensure that corrective action is taken.

A fire drill report shall be filled out by the Maintenance Technician after each fire drill and turned in to the Chief School Administrator.

NOTE: Tampering with fire alarm and sprinkler system are federal offenses. Proper authorities will be notified.

Section 9.35 Student Discipline

Appropriate behavior is a necessary prerequisite to learning. Therefore, each student must conduct himself/herself properly and in accordance with school rules, regulations, and policies at all times. Each employee of the School is responsible for helping to enforce proper student conduct.

Cooperation between parent(s), legal guardian(s) (hereinafter “parents”) and the School is essential to positive, effective student discipline. To facilitate and further this cooperation, the School will:

- ◆ Inform parents of situations that may be developing prior to the need for disciplinary action whenever possible.

- ◆ Develop and distribute to parents clearly stated discipline policies, rules, and regulations.

Students must accept responsibility for their conduct. The School will assist parents whenever possible by recommending services and agencies that may be of assistance in correcting unacceptable student behavior. However, ultimately parents must assume the responsibility for the conduct of their children.

The following infractions are considered unacceptable and a cause for disciplinary action. The following infractions are broad in scope and call for the administration and/or Governing Board to exercise discretion (within the law and policies) based upon the facts and circumstances of individual cases in terms of what appears best for the students and School. This list is not meant to exclude other infractions that might occur that could jeopardize the health, safety, or welfare of others or interfere with the educational process.

A. Infractions Against Public Order

1. Public nuisance
 - a) Explosives
 - b) Making bomb threats
 - c) Setting off false fire alarms
2. Loitering/trespassing
3. Disorderly conduct
 - a) Disturbing a school meeting, activity or school event
 - b) Vulgar or obscene language, gestures or ethnic slurs
 - c) Arson or attempted arson
 - d) Fighting
 - e) threatening violence or attempting violence
 - f) Possession and/or use of a weapon or dangerous instrumentality

B. Infractions Against Authority

1. Insubordination
2. Obstructing an investigative process
3. Insult or verbal abuse of faculty or staff members
4. Assault of faculty or staff members
5. Giving false identification or information
6. Resisting authority
7. Forgery
8. Violation of Governing Board or School rules

C. Destruction of School Property

1. Vandalism
 2. Theft/graffiti/larceny
- D. Infractions Against Others
1. Endangerment
 2. Creating a hazardous or physically offensive condition
 3. Harassment, threats, verbal abuse
 4. Slander
 5. Extortion
 6. Physical assault
 7. Improper sexual advances
 8. Fighting
 9. Hazing
- E. Substance and Alcohol Abuse – The School is a Drug-Free Zone
1. Use, possession, or sale of a controlled substance. A controlled substance is defined as: any substance defined as a controlled substance by Hopi, Arizona or federal law; narcotic drugs, harmful drugs, hypnotic drugs, opiates, cocaine, marijuana, and alcohol-based substances, and vapor-releasing substances, and use of a prescription drug without a prescription or other than prescribed.
- F. Being Under the Influence of a Controlled Substance as Defined Above
- G. Use or Possession of Tobacco Products of All Descriptions
- H. Sexual or Physical Abuse of Students
- I. Date Rape or Statutory Rape
- J. Sexual Harassment or Sexual Intimidation

Section 9.36 Permissible Penalties

The range of penalties that may be imposed for violations of student discipline rules include, but are not limited to, the following:

1. Verbal warning
2. Written warning/notification to parents

3. In-school suspension (length contingent on infraction)
4. Out-of-school short-term suspension (not to exceed ten (10) days)
5. Long-term suspension (greater than ten (10) days)
6. Expulsion
7. Loss of privileges will accompany written warnings/notifications and infractions warranting higher penalties. A non-inclusive list of privileges that may be revoked are: sports activities, trips, Student Council, clubs, other School activities, social contact and other extracurricular activities.

Depending upon the nature of the violation, student discipline may be progressive, i.e., a student's first violation could merit a lighter penalty than the subsequent violations. A School employee should take into account all other relevant factors in determining an appropriate penalty, including, but not limited to, the following: the seriousness of the offense, the number of violations, the repetitiousness of the violations, and whether there are any aggravating or mitigating circumstances surrounding the violations. Penalties may be imposed either alone or in combination. For example, a student may receive a written warning and a short-term suspension.

Section 9.37 Imposition of Discipline

Any staff person with responsibility to supervise students may impose the discipline described in Category 1 of Policy 9.30. Supervisors may impose discipline described in Category 2 of Policy 9.30. Only the Chief School Administrator, Chief School Administrator's designee, the Chief School Administrator or the Chief School Administrator's designee may impose Categories 3 and 4 discipline. Only the Chief School Administrator or designee may impose Category 5 discipline as set forth in Policy 9.30. Only the Governing Board, upon recommendation of the Chief School Administrator, may impose expulsion as described in Category 6 of Policy 9.30. Staff Reports of lesser disciplinary action imposed by other staff persons will be forwarded to the Chief School Administrator or designee.

Section 9.38 General Due Process Rights

A. Student Discipline That Does Not Involve Suspension and/or Expulsion

1. For minor disciplinary offenses where the penalty is less than a suspension or expulsion, the accused student has the right to an oral or written notice (at the discretion of the School) of the reasons for the discipline to be imposed. The student has a right to meet with the Chief School Administrator and/or his/her designee to discuss the student's position on the discipline and the circumstances surrounding the discipline.
2. After the student has had an informal opportunity to discuss the matter with the Chief School Administrator and/or his/her designee, the discipline will be imposed. The decision of the Chief School Administrator and/or his/her designee is final.

3. The discipline shall be recorded in the student's file.
4. The intention of this section is to allow the accused student an informal opportunity to be heard before discipline is actually imposed on the student. Where appropriate, necessary or due to urgent circumstances, discipline may be imposed prior to an informal opportunity to be heard or reviewed by the Chief School Administrator. In such urgent situations, the student will, shortly after the imposition of the penalty, be given an opportunity for an informal review with the Chief School Administrator and an opportunity to be heard.

B. Discipline Which Involves Short-Term Suspension of 10 Days or Less

1. If the intended discipline to be imposed against a student involves a short-term suspension of ten (10) days or less, the student shall receive written notice of the intended discipline before imposition unless Policy 9.32(E) is invoked. A student may, within three (3) school days of the written notice appeal the intended discipline to the Chief School Administrator. If no appeal request is received in the Chief School Administrator's office during that time period, the intended discipline will be imposed at the School's discretion and at a time established by the School. If an appeal is made within the required time, the Chief School Administrator or Chief School Administrator's designee will hold an informal meeting with the student within five (5) school days of the notice of appeal. The date, time and place of the meeting shall be at the discretion of the Chief School Administrator or Chief School Administrator's designee. At this informal meeting, students shall be allowed to present his/her position on the matter and the Chief School Administrator will review the student's record and any and all pertinent information, including, but not limited to, statements or positions of all known parties pertaining to the reasons surrounding the discipline. The student has the right to have present at the hearing the student's parents or guardians, or designee, and to be represented by lay or legal counsel of the student's choice. Private attorney fees are to be borne by the student. The student shall also have the right to produce and have produced witnesses on the student's behalf and to confront and examine all witnesses. The Chief School Administrator or Chief School Administrator's designee shall within three (3) school days of the informal meeting issue his/her written findings and conclusions on the matter. The Chief School Administrator may: (a) modify or dismiss the proposed disciplinary action or (b) impose the proposed disciplinary action. The decision of the Chief School Administrator shall be final.

C. Long-Term Suspension

When the intended discipline involves a long-term suspension of more than ten (10) days from the School, the accused student has a right to the following before discipline is imposed (unless an emergency suspension exists as set forth herein):

1. At least three (3) days prior to the time set for a formal hearing on the suspension, the School shall provide said student and/or his parents and/or legal guardians written notice of intent to impose long-term suspension. Notice shall be deemed given at the time the School deposits such notice in the U.S. mail to the parties' address of record on file at the School or, in the alternative and at the School's sole discretion, by actual delivery to the parties or to the parties' last known address. Said written notice shall consist of notice of the charges, including reference to the regulation allegedly violated, the facts alleged to constitute the violation, and copies of any and all pertinent documents or exhibits that the School intends to use at the suspension hearing.
2. Within five (5) days of mailing or delivering the notice of intent to impose long-term suspension, there shall be a hearing in front of the Chief School Administrator or his/her designee. The staff member, or his/her designee, recommending the long-term suspension shall represent the School in presenting the School's case against the student. The student has a right to be represented by his/her parents or legal guardians or, at the student's and student's parent's or guardian's sole expense, to be represented by legal counsel or a legal advocate. The School may also be assisted by legal counsel. At the student's or student's parent's or legal guardian's request, and at the sole discretion of the School, said hearing may be delayed. The student, at the School's discretion and without a hearing, may be removed from the School during any such delay.
3. The hearing shall be tape recorded and a copy of the tape shall be retained for three (3) years following the close of that current school year.
4. The School, through the staff member or designee recommending said discipline, shall present all testimony and evidence, including witnesses and documentary evidence against the student. The student and/or his/her representative shall have a right to cross-examine each witness introduced by the School staff member.
5. After the School has presented its case, the student through his/her parent and/or legal guardian and/or his/her legal representative shall have a right to present witnesses and testimony and documentary evidence on the student's behalf. The School through the staff member or designee shall have the right to cross-examine the student's witnesses.
6. The hearing will be confidential. All students' names and/or student witnesses that may testify at such a hearing shall be kept confidential. It is the intent of the School to maintain and protect the privacy of its students and student testimony will not be made public. Likewise, student's names and any public documents shall be referred to by a number or an alias so as to protect the confidentiality of the student.

7. If, after reviewing all the evidence and testimony, the Chief School Administrator's decision is to impose a long-term suspension, the Chief School Administrator shall make his/her decision in writing and provide findings of facts and reasons for his/her decision. The decision of the Chief School Administrator is final.

D. Expulsion

When the expulsion of a student from school is recommended, the following procedure shall be followed:

1. At least three (3) days prior to the time set for a formal hearing on the expulsion, the School shall provide said student and/or his parents and/or legal guardians written notice of intent to impose expulsion. Notice shall be deemed given at the time the School deposits such notice in the U.S. mail to the parties' address of record on file at the School or, in the alternative and at the School's sole discretion, by actual delivery to the parties or to the parties' last known address. Said written notice shall consist of notice of the charges, including reference to the regulation allegedly violated, the facts alleged to constitute the violation, and copies of any and all pertinent documents or exhibits that the School intends to use at the expulsion hearing.
2. Within five (5) days of mailing or delivering the notice of intent to impose expulsion, there shall be a hearing in front of the Hearing Officer. The staff member, or his/her designee, recommending the expulsion shall represent the School in presenting the School's case against the student. The student has a right to be represented by his/her parents or legal guardians or, at the student's and student's parent's or guardian's sole expense, to be represented by legal counsel or a legal advocate. The School may also be assisted by legal counsel. At the student's or student's parent's or legal guardian's request, and at the sole discretion of the School, said hearing may be delayed. The student, at the School's discretion and without a hearing, may be removed from the School during any such delay.
3. The hearing shall be tape recorded and a copy of the tape shall be retained for three (3) years following the close of that current school year.
4. The School, through the staff member or designee recommending said expulsion, shall present all testimony and evidence, including witnesses and documentary evidence against the student. The student and/or his/her representative shall have a right to cross-examine each witness introduced by the School staff member.
5. After the School has presented its case, the student through his/her parent and/or legal guardian and/or his/her legal representative shall have a right to present witnesses and testimony and documentary evidence on the

student's behalf. The School through the staff member or designee shall have the right to cross-examine the student's witnesses.

6. The hearing will be confidential. All students' names and/or student witnesses that may testify at such a hearing shall be kept confidential. It is the intent of the School to maintain and protect the privacy of its students and student testimony will not be made public. Likewise, student's names and any public documents shall be referred to by a number or an alias so as to protect the confidentiality of the student.
7. If after reviewing all the evidence and testimony the Hearing Officer's decision is to recommend expulsion, the Hearing Officer shall make its decision in writing and provide findings of fact and reasons for its decision.
8. The Hearing Officer's decision in writing must be submitted to the Chief School Administrator within five (5) school days of the conclusion of the hearing. The Chief School Administrator shall review the written decision and may do the following: (a) affirm the Hearing Officer's decision and refer to the Governing Board; (b) reject the Hearing Officer's decision; (c) modify the Hearing Officer's decision and impose a lesser discipline on the student pursuant to the procedures for said lesser discipline. The Chief School Administrator must make his/her determination within three (3) school days of receiving the Hearing Officer's decision.
9. If the Chief School Administrator affirms the Hearing Officer's recommendation for expulsion, then the Chief School Administrator's recommendation and the written decision of the Hearing Officer shall be delivered to the Governing Board for consideration at its next scheduled meeting and mailed to the student and his/her parents and/or legal guardians. The mailing to the student and his/her parents/legal guardians shall include a statement setting forth the student's right to appeal this decision. This notice shall be mailed to the student and parents/legal guardians' address of record at the School and within three (3) school days of the Hearing Officer's submission of the decision to the Chief School Administrator.
10. If the student chooses to appeal the recommendation for expulsion, the student may appeal the recommendation to the Governing Board. Said appeal must be in writing and delivered to the Governing Board at the School office within five (5) days of the mailing of the Hearing Officer's recommendation on the long-term suspension or expulsion. The letter shall describe in detail the reasons for the objections to the Hearing Officer's recommendation.
11. Once the Governing Board has received the recommendation and/or request for an appeal, the Governing Board has a right to do the following:

- a) Review the recommendation based upon the record presented and written documents presented at the hearing.
 - b) To hold a new hearing on the matter.
 - c) If after reviewing the record, or after holding a new hearing, the Governing Board has a right to do the following:
 - i. The Governing Board can affirm the Hearing Officer's recommendation and order the expulsion.
 - ii. The Governing Board can reject the Hearing Officer's recommendation.
 - iii. The Governing Board can modify the Hearing Officer's recommendation and impose a lesser discipline on the student.
12. The decision of the Governing Board is final.
13. The Hearing Officer shall be composed of a panel of five (5) staff persons and two (2) alternates. The two (2) alternates may participate in the hearing; however, the decision shall be by majority vote of the five (5) designated panel members or of the five (5) members designated to hear this matter. At the beginning of each school year, supervisors shall recommend prospective panel members to the Chief School Administrator. The panel member shall be appointed by the Chief School Administrator at the beginning of the school year. The Chief School Administrator shall also appoint the chairperson who shall preside or who shall designate another panel member to preside at the hearings and all meetings. After the selection of the Hearing Officer, the Hearing Officer shall meet at the beginning of the year to review its duties.

E. Emergency Suspension

In a situation where urgent circumstances require the immediate removal from campus of a student, the School may impose an immediate, emergency suspension of a student prior to a due process hearing as outlined above. The decision to execute an emergency suspension may be made by the Chief School Administrator or his/her designee or by the Chief School Administrator or his/her designee. Emergency removal of a student from the campus is justified where there is a serious, immediate, and continuing danger to the health, safety and welfare of the student or others on campus. Emergency removal of the student from campus is not in and of itself considered disciplinary action, but simply a means to protect the health, safety and welfare of the student or others.

The student suspended in an emergency situation shall be readmitted to the School as soon as the emergency has passed. Additionally, the student suspended on an emergency basis has the right to a due process hearing on the suspension within 3 days of the emergency suspension. Which due process hearing applies depends upon the discipline being imposed as set forth above. If the discipline intended to be imposed is a suspension for 10 days or less, the suspension for 10 days

or less discipline policy shall apply. If the discipline intended to be imposed is for more than 10 days, the long-term suspension policy will apply.

At the time of the emergency removal, the student must be immediately informed orally by the School staff of:

1. The precise rule alleged to have been violated;
2. The facts which constitute the violation;
3. The right to a formal disciplinary hearing within 3 days from the emergency suspension; and
4. The facts which justify the emergency removal.

This oral notification shall be reduced to writing and mailed to the student and his/her parents and/or legal guardian within 24 hours of the emergency suspension. A full written report of the details surrounding the emergency suspension shall be provided to the Chief School Administrator within 24 hours of the incident.

F. Expungement

Allegations of misconduct and information pertaining to the allegations of misconduct shall be expunged from a student's school record in the event it is found that the student did not commit the violations of laws, rules or policies as alleged.

Section 9.39 Discipline of Special Education Students

All disciplinary action relative to special education students must be taken pursuant to 34 C.F.R. §§ 300.519 through 300.529, references therein and amendments thereto. Copies of the above CFRs shall be kept by the Special Education Teacher and Teacher Supervisor and provided to the staff as needed. It shall be the duty of the Special Education Director of the School to review said CFRs in January of each year and to supplement and amend these attachments as necessary to maintain their currency.

It should be noted that in general, removal of a child with a disability from the child's current educational placement for more than ten (10) consecutive schooldays and/or a series of removals that constitute a pattern and cumulate to more than ten (10) schooldays in a school year constitute a change of placement. The procedures set forth in 34 C.F.R. §§ 300.519 through 300.529 must take place prior to the expiration of that time. It shall be the duty of the Special Education Teacher and Teacher Supervisor to ensure that the appropriate procedures take place in a timely manner.

Special procedures for cases involving guns, dangerous weapons and controlled substances are set forth in the above-noted CFR provisions.

Section 9.40 Removal From School Facilities

Before a student is removed from the School facilities, the following must be done:

1. Notify parent(s) and agency of emergency removal by home visit or such other reasonable means available and follow such notification with written notice as soon as practical.
2. If contact with parent(s) cannot be made, the student is not to be allowed to leave the School facilities unless an alternative, appropriate placement is available.
3. If law enforcement is involved, parent will be notified.

Section 9.41 Incident Report Procedures

A. Discipline Report Procedures

It is the obligation of every staff member to know the contents of this Manual regarding Student Rights and Responsibilities and to correct incidents of student misconduct and behavior if deemed necessary to promote the discipline, and to issue Student Discipline reports to any student observed violating this code.

B. Incident Report Process (Written Notice of Alleged Violation)

1. Incident reports are to be filled out by the person(s) who witness and/or report the violation(s).
2. A staff member who witnesses the violation is to inform the student of his/her misconduct and let the student know what rule is being violated.
3. All of the information required by the incident report form is to be filled out.
4. All contact with or providing documents to student, parent or guardian shall be noted on the form by the individual providing notice or documents and by indicating who was contacted, when they were contacted, by whom they were contacted, and what, if any, documents were provided and further providing the date and time of such activity. If the student refuses to sign, the incident report should be signed by someone witnessing the fact that the student received the report and immediately process it on to the Chief School Administrator.
5. It is recommended that statements be obtained from students, particularly the statements of the student or students charged, and especially in serious situations such as fighting.

6. If a student wishes to contest the facts on an incident report, the student has three (3) days to appeal the incident report to the Chief School Administrator in writing.
7. It is the responsibility of the Chief School Administrator or designee to review and evaluate the incident report with the student and determine if the incident report will be changed or stand as written. If the incident report stands, it will be processed to the Chief School Administrator and student file. If the incident report is modified, the modified incident report will be processed to the Chief School Administrator and student file. The decision of the Chief School Administrator or designee is final.
8. A copy of the incident report will be distributed as follows:
 - a) Office/Chief School Administrator (a copy goes into the student file folder)
 - b) Teacher
 - c) Parent/student
9. Incident reports will be mailed out as soon as possible within the same week.
10. The mail copies of the incident reports will include:
 - a) Name of school official whom the parent may contact for information
 - b) The School's phone number
 - c) Explanation of the incident report (how to read it, and what it means)
11. Duplication of incident reports for the same violation is not permitted and will be screened by the Chief School Administrator before filing in student folder.
12. All appeals will be sent to the Chief School Administrator or for filing in the student folder and an explanation will be sent with the copy to the parent.
13. The Chief School Administrator or designee reserves the right to determine the validity of improperly filled out incident reports and will make that decision before filing in student folders.

C. Search and Seizure Policy

Students possess the right of privacy of person as well as freedom from unreasonable search and seizure of property guaranteed by the ICRA and Hopi Ordinance 35. This individual right, however, is balanced by the School's responsibility to protect the health, safety, and welfare of all of its students and staff.

School employees may conduct searches when they have reason to suspect that the health, safety, and welfare of students or staff may be in danger. Any school employee making a search or seizure will follow these guidelines:

1. General search of school property (including personal items found on school property) may be conducted at any time when there is reasonable cause for school employees to believe that something that jeopardizes the School, staff, or students' health, safety, welfare and mission, or violates a law or a school rule is on school property. This search of school property may be made without the student being present.
2. Illegal items (firearms, weapons, drugs, alcohol) or other possessions reasonably determined to be a threat to the safety, security of others, or might possibly interfere with school purpose, may be seized by school employees.
3. Items which are used to disrupt or interfere with the educational process may be temporarily removed from a student's possession.
4. A student's person may be searched by School employees when there is reasonable cause to believe that the student has on his/her person illegal items, items that may interfere with School purposes, or which may constitute evidence of the violation of a School rule.
5. The School may and will search student backpack or other personal items if there is reasonable cause to believe that those items contain illegal items, items that interfere with school purposes, or evidence of the violation of a school rule or matter that could jeopardize the health, safety and welfare of students and staff. The School maintains ownership of student lockers. The School may and will search student lockers on a periodic basis to protect the health, safety, and welfare of all students or to discover evidence of violations of school rules. General searches of lockers may be made without notice. The students should therefore adjust his/her expectations of privacy with respect to lockers accordingly. The personal footlockers or luggage items of students are subject to search if there is reasonable cause to believe that lockers or luggage contain illegal items, items that interfere with school purposes, or evidence of the violation of a school rule.
6. Motor vehicles parked on school property may be searched by school employees when there is reasonable cause to believe the health, safety, or welfare of students might be in jeopardy, or when there is reasonable cause to believe that a search will reveal evidence of the violation of a school rule.

D. Student Interrogation – Arrest

While the student is within the care or custody of the School, it is the responsibility of the School to make an effort to act on behalf of the parents with respect to interrogation by law enforcement officials. A parent may and a school staff person will be present during these interrogations, except when interviews are conducted by a child protective service worker pursuant to A.R.S. § 8-224(B) or similar Hopi or federal statute.

When a student is taken into custody (arrested) the arresting officer shall be requested by the School to notify the student's parents or guardians. The arresting officer shall be responsible for the care and custody of the student and shall be responsible for reporting the arrest to the parents. However, the School personnel shall make every reasonable effort to ensure that parents have been notified of the fact that the student has been taken into custody. Personnel of the School shall cooperate with the police. When an arrest is formally made the School and its employees no longer exercise jurisdiction or control of the student.

E. Student Grievances

Any student who has a grievance with a school staff member, absent a disciplinary matter, shall raise his/her grievance with the School official most directly involved with the circumstances giving rise to the grievance. If such an informal resolution is unsuccessful, then the student shall make an appointment to see the Chief School Administrator for resolution for the grievance. The decision of the Chief School Administrator is final.

Grievance procedures may not be used by the student for disciplinary actions. Disciplinary procedures and appeals are addressed under Student Discipline.

Section 9.42 Student Freedom of Expression

Students at the School have the right to freedom of expression that is appropriate for children in school. To ensure the educational mission of the School is not materially and substantially disrupted or interfered with, the following expressions are prohibited:

1. Expression which for any reason causes or is likely to cause a material and substantial disruption or interference with teaching of the School or the orderly operation and discipline of the School or school activity;
2. Cursing, profanity and other vulgar or indecent language;
3. Speech which is obscene to minors;
4. Speech which is slanderous or libelous;
5. Speech which invades the rights of other persons;

6. Speech which advertises or promotes alcohol, tobacco, illegal drugs, or any product or service harmful to minors and not permitted to minors by law;
7. Speech which could result in tort liability for the School;
8. Rude and discourteous speech inconsistent with habits and manners of civil discourse;
9. Insulting or fighting words (including but not limited to, slurs of another person's character, family, race, religion, sex, ethnic origin, physical appearance, sexual preference, intellectual ability or handicapping conditions);
10. Threats of violence or other intimidating statements;
11. Abusive or harassing conduct (including speech) sufficiently severe and pervasive as to create a hostile learning environment for any student;
12. Speech which is likely to cause the commission of unlawful acts or the violation of lawful school regulations;
13. Statements reflecting biases or prejudice in school sponsored expressive activities such as student newspapers, yearbooks, and school plays.

Students shall obey the directions of school personnel and cease prohibited expressions and activities noted above.

Section 9.43 Behavior Management of Students with Disabilities.

First Mesa Elementary School (FMES) is committed to implementing positive, evidence-based, safe, and timely plans and procedures for all students who exhibit behaviors that interfere with learning or who place themselves or others in danger. This policy adopts by reference the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*, the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, as well as their corresponding federal regulations, 34 C.F.R. § 300 *et seq.* and 34 C.F.R. § 104 *et seq.* respectively, as most recently amended. In the event of a conflict, the IDEA, Section 504, and their implementing regulations shall control.

A. Response to Intervention

Behavior interventions should:

- Provide for regular small group, direct instruction to students who are experiencing difficulty understanding or abiding by behavioral standards. Supports may include strategies like targeted social skills training, increased reinforcement systems, self-

management techniques, family mentoring, involvement programs, or providing families with a list of community resources.

- Provide a range of individualized interventions designed to address the specific behaviors causing the student difficulty. A Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) should be included when a manifestation determination is necessary.
- The FBA should identify triggers for challenging behavior and what subsequent responses by staff or other students reinforce the behavior's continuation.
- The BIP should be developed from an FBA, and should prescribe methods the staff will use to prevent, manage, replace, and monitor behavioral changes. The BIP should be created using evidence-based practices and should support the goal of making the challenging behavior irrelevant, ineffective, and inefficient.

B. Crisis Management

Crisis management is the methods used by school personnel to respond to imminent danger to the student, other students, or staff. The two (2) most commonly used crisis management methods are restraint or seclusion.

1. Seclusion

Seclusion is the confinement of a student alone in any space from which the student is physically prevented from leaving. Seclusion does not mean (a) time out when it is used for a limited or specified time or (b) staff-monitored, student self-imposed voluntary isolation for the purpose of calming him/herself.

a. General Seclusion Policies

- 1) Seclusion is to be used only in an emergency to protect persons from imminent, serious physical harm.
- 2) An area used for seclusion must: be free of objects that could cause harm, provide for adequate visual and audial supervision of the student, provide adequate lighting and ventilation, and not be locked.
- 3) School personnel must observe the student at all times during the seclusion period and periodically (usually between 30 and 90 minutes) reassess the student.

- 4) The student must be released from seclusion as soon as he/she regains self-control.
- 5) If seclusion is used, a written notice that includes the circumstances preceding the behavior, the behavior itself, the approximate length of time the student was secluded, the location of the seclusion, and the person who observed the student during the seclusion should be sent to parents and administrators within a reasonable time.
- 6) A debriefing with affected staff, parents, and, if appropriate, the student should be conducted within forty-eight (48) hours to determine the need for an FBA.
- 7) Each incident of seclusion must be recorded in the student's file.
- 8) A student who has required crisis management by school staff more than three (3) times in a semester must have an FBA and, if appropriate, a BIP within a reasonable time following the third (3rd) incident. A BIP should be modified when the existing plan proves ineffective.

b. Prohibited Uses of Seclusion

- 1) Seclusion is not be used as punishment for violations of school rules, for repetitive behaviors, or because of teacher anger toward the student.
2. Seclusion is not to be harsh, severe, or out of proportion with the offense committed and the age and physical condition of the student.
3. Seclusion is not to be used to prohibit reasonable access for the care of the student's bodily needs.
4. Seclusion must not deny a free, appropriate public education to disabled students through excessive or extensive use.
5. No policy or practice shall limit the use of seclusion to disabled students.

1) Restraint

a. The Use of Reasonable Restraint

An FMES employee, while acting within the scope of his/her duties and responsibilities, may exercise the amount of physical restraint reasonably necessary to protect the safety of students or himself/herself.

Examples of unreasonable force would include, but are not be limited to:

- Use of physical force on a student while in a state of anger
- Anger displayed through yelling or the use of uncivil language
- Slapping or hitting a student for any reason
- Kicking a student for any reason
- Grabbing a student and throwing him/her up against a wall or onto the ground
- Placing hands or arms on or around a student's neck

Reasonable restraint commonly takes the form of firmly holding a student to keep him/her from harming others. This might be done by wrapping the arms around the body or holding the arms of the student. Whenever possible, a staff member should first verbally direct the student to cease his/her actions.

b. Physical Restraints

1) *Physical restraint* is the application of physical force by one (1) or more individuals that prevents or significantly restricts a student's movement. Physical restraint should be a last resort emergency safety intervention measure used when a student is imminently dangerous to himself/herself or others. Instances where reasonable and appropriate restraint may be used include, but are not limited to:

- Breaking up a fight;
- Taking a weapon away from a student;
- Briefly holding a student to calm and comfort the student;
- Applying minimum contact necessary to physically escort a student from one area to another;
- Momentarily holding a student in order to prevent an impulsive behavior that threatens the student's safety, the safety of others, or the destruction of property.

2) Personnel using restraint must take extreme care to provide for the safety and comfort of the student during the restraint.

3) The student must be released from the restraint as soon as the student regains self-control.

4) If restraint is used, a written notice that includes the circumstances preceding the behavior, the behavior itself, the approximate length of time the student was restrained, the location of the restraint, and the persons who witnessed the student restrained should be sent to parents and administrators within a reasonable time.

- 5) A debriefing with staff, parents, and, if appropriate, the student should be conducted within forty-eight (48) hours to determine the need for an FBA.
- 6) Each incident of restraint must be recorded in the student's file.
- 7) A student who has required crisis management by the school staff more than three (3) times in a semester must have an FBA and, if appropriate, a BIP within a reasonable time following the third (3rd) incident. A BIP should be modified when the existing plan proves ineffective.

c. Mechanical Restraints

- 1) *Mechanical restraint* is the restriction of movement by devices such as straps, duct tape, cords, or garments. Not included in this definition are:
 - Restraints used to provide support to a student's orthopedic and assistive technology needs in order to permit him/her to learn and participate in school activities as identified in an individualized education program (IEP).
 - Restraints identified by an IEP team as appropriate for a student to enhance his/her participation in learning activities.
 - Vehicle safety restraints used in accordance with federal regulations.
 - Restraints employed in school settings by law enforcement officers that are used in accord with their policies and appropriate professional standards.

d. Prohibited Uses of Physical and Mechanical Restraints

- 1) Physical and mechanical restraints placing excess pressure on the chest or back or impeding the ability to breathe or communicate are prohibited.
- 2) Use of mechanical restraint by a staff member who has not been trained is prohibited, except when the case presents extreme danger to the student or to others and the restraint is not:
 - Out of proportion to the danger, age, and physical condition of the student; and
 - Used to prohibit reasonable access for the care of the student's bodily needs.

3) Restraints that provide support to a student's orthopedic needs shall not be used as a means of punishment for noncompliant behaviors.

4) No policy or practice shall limit the use of restraints to disabled students.

3. Training in Uses of Seclusion and Restraint

- a. Personnel using seclusion and restraint must receive training in the use of these procedures.
- b. Training should recur as needed with updates that are appropriate to the school setting and to the age and developmental level of students.
- c. Training must include information about commonly accepted standards for the use of seclusion and restraint in a school setting.
- d. Training must include information about the effects of medications students may be receiving and how seclusion and restraint procedures might affect the physical well-being of the student.
- e. Training must include multiple methods for monitoring a student's well-being during a restraint.
- f. Training must include certification in First Aid and cardiopulmonary resuscitation (CPR) in the event of an emergency.
- g. Training must address the requirements for reporting incidents of crisis management to parents and administration.

ARTICLE X. ELECTRONIC INFORMATION SYSTEM/ INTERNET ACCEPTABLE USE POLICY

Section 10.01 Preamble

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

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

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

Section 10.02 Acceptable Use

The following are rules for the use of the School’s electronic information system. Use consistent with these rules is acceptable. Use which violates these or other School rules or policies is unacceptable use which may result in loss of ECS privileges and/or disciplinary action.

- A. Assigned computer/Internet accounts must only be used for educational research and personal growth.
- B. Users are responsible for the proper use of their account and shall use only their own personal account number to access the electronic information service. Users

shall not allow any other person to use their account, nor give their account number to any other person, on or off line.

- C. Users shall not use the system to promote the use of drugs, alcohol or tobacco, nor deliberately promote unethical practices or practices which violate any law or School policy.
- D. Copyrighted material may not be placed on the system without the express permission of the author who must be credited for the material. Copyrighted material may be downloaded for users' use only.
- E. Users shall not read the other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or forge other users' mail or files.
- F. Messages should be kept as brief as possible.
- G. Use of any other organization's networks or computing resources must also comply with the rules of that network.
- H. Transmission of any material in violation of any federal, state or Hopi Tribal laws is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret.
- I. Use for commercial activities is generally not permitted.
- J. Use for product advertisement or political lobbying is prohibited.
- K. Messages of a private or personal nature involving students, staff or other individuals are not permitted.
- L. Inappropriate use of electronic resources can also be a violation of local, Hopi Tribal, state and federal laws, and a user can be prosecuted for violating those laws.
- M. Users granted access to the Internet through the School information system assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by School policy.
- N. No user shall access, transmit or re-transmit material which promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacture of destructive devices such as explosives, fireworks, smoke bombs, incendiary devices or the like.
- O. No user shall access, transmit or re-transmit any information containing pornographic or other sexually oriented material (pornographic means pictures or

writings that are intended to stimulate prurient or erotic feelings by the description or portrayal of sexual activity or the nude human form).

- P. No user shall access, transmit or re-transmit material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic or religious group over another.
- Q. No user shall use or possess bootleg software (bootleg software means any software which has been downloaded or is otherwise in the user's possession without the appropriate registration of the software including the payment of any fees owing to the owner of the software).
- R. No user shall use encryption software from any access point within the School.
- S. No user shall transmit credit card information or other personal information from an access point within the School.
- T. No person shall transmit e-mail through an anonymous e-mailer.
- U. No user shall access the Internet from the School access point using a non-School Internet account.
- V. No user shall commit or attempt to commit any wrongful act involving the use of the network which disrupts the operation of the network within the School or any network connected to the Internet including the use or attempted use or possession of computer viruses.
- W. No user shall use the electronic communication system for harassment. Harassment is defined as the persistent annoyance or disruption of another user, or the interference of another user's work. Harassment includes, but is not limited to, the sending of unwanted mail.

Section 10.03 Use is a Privilege

The use of the School's electronic information system is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges and further disciplinary action. The cancellation of this privilege may be appealed through the regular student appeal procedures for disciplinary actions less than a suspension and the staff appeal process for reprimands. Any staff member may recommend that the Technology Coordinator deny, revoke or suspend a specific student account. Any supervisor may recommend that the Technology Coordinator deny, revoke or suspend a specific staff member's account. The Technology Coordinator shall, prior to denial, revocation or suspension of an account, inform the Chief School Administrator of the Technology Coordinator's intended action in writing and may only take such action upon the Chief School Administrator's approval.

Section 10.04 Mandatory Internet Filters

The School, through the Technology Coordinator and Chief School Administrator, will equip the electronic information system available to users with software that seeks to prevent minors from gaining access to materials that is “harmful to minors” or purchase Internet connectivity from an Internet service provider that provides filter services to limit access to material that is “harmful to minors.”

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

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

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

Section 10.05 No Warranties

The School makes no warranties of any kind, express or implied, relative to the service it is providing through its electronic information system. The School will not be responsible for any damage a user suffers. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions whether caused by the School’s negligence or by the user’s errors or omissions. Use of any information obtained via the electronic information system is at the user’s own risk. The School specifically denies any responsibility for the accuracy or quality of information obtained through the electronic information system. All users must

consider the source of any information they obtain and consider the validity of that information. Not all information obtained via the electronic information system is accurate or reliable, particularly where the advice of medical or legal or accounting or other professionals would be appropriate. Users are advised not to rely on advice found on the electronic information system. The School is not responsible for such advice.

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

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

Section 10.06 Network Etiquette and Privacy

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

- A. **BE POLITE.** Never send, or encourage others to send, abusive messages.
- B. **USE APPROPRIATE LANGUAGE.** Remember that you are a representative of our School on a non-private system. You may be alone with your computer, but what you say and do can be viewed worldwide. **NEVER SWEAR, USE VULGARITIES OR ANY OTHER INAPPROPRIATE LANGUAGE.** Illegal activities of any kind are strictly prohibited.
- C. **PRIVACY.** Do not reveal your home address or personal telephone number or the addresses or telephone numbers of students or colleagues.
- D. **ELECTRONIC MAIL.** Electronic mail (e-mail) is not private. Messages relating to or in support of illegal activities must be reported to the Technology Coordinator and local legal authorities.
- E. **DISRUPTIONS.** Do not use the network in any way that would disrupt the use of the network by others.
- F. **OTHER CONSIDERATIONS.**
 - 1. Check for spelling errors and make sure your message is easy to understand and read.
 - 2. Use accurate and descriptive titles for your articles. Tell people what an article is about before they read it.

3. Send your messages to only the most appropriate audience, not to “everyone.”
4. Remember that humor and satire is very often misinterpreted and may not be funny to some people.
5. If you post to multiple groups, specify all groups in a single message.
6. Cite references for any facts you present.
7. Forgive the spelling and grammar errors of others.
8. Remember that all network users are human beings. Do not attack.
9. Post only to groups you know.

Section 10.07 Web publishing policies.

- A. General statement of policy. It is clear that there are significant risks, as well as significant advantages, involved with allowing students to be identified on the Internet. Therefore, students should not be easily identifiable from materials they might publish on the Internet. No directory information should be posted on the Web for students whose parents have returned the form asking that such information not be released.
- B. Rules for Web publishing.
 1. Only a student’s first name shall be used in any student published work.
 2. Pictures that are a part of student publishing shall not include identifying information.
 3. Under no circumstances may students’ home address or phone number be included in any publication.
 4. If replies to published student work are appropriate, the sponsoring teacher’s address should be the e-mail address displayed, not the student’s.
 5. No student’s name or picture will be published unless a parent/guardian has signed a release allowing publication. A separate release must be obtained for each publication.
- C. Closed forum. The School’s Web site is a closed forum.
 1. Any Web site created by the School shall be a closed forum for School use only to transmit information to the public. All Web pages created by staff, students and student organizations on the School’s computer system will be subject to treatment as School sponsored publications. Accordingly, the

School reserves the right to exercise editorial control over such publications. In addition to editorial control, staff and student work published on the Web must meet standards of spelling, grammar, adequate research and other qualitative measures.

D. Links to third party sites.

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

Appendix X-A

PERMISSION AND RELEASE TO PUBLISH STUDENT'S FIRST NAME AND/OR PICTURE ON THE INTERNET

As the parent or guardian of _____, I understand the benefits and risks of publishing works on the Internet. In consideration of the benefits of allowing my student to publish his/her work, first name and/or picture on the School's Web page, I hereby give permission for the student's a.) first name and first name only to be published on the Web or b.) first name and photograph with no identifying information to be published on the Web.

a. _____

yes no initials

b. _____

yes no initials

Further, I accept full responsibility for the publication of the student's name and/or picture as set forth in the publication attached hereto and agree to release and hold the School harmless from any and all damages or injury to me or to the student arising from said publication.

Parent or Guardian (printed)

Date _____

Parent or Guardian (signature)

Appendix X-B

FIRST MESA ELEMENTARY SCHOOL

USE OF COMPUTERS, THE INTERNET AND ELECTRONIC MAIL

AGREEMENT AND PERMISSION FORM

FIRST MESA ELEMENTARY SCHOOL (hereinafter “School”) is pleased to offer students and staff (hereinafter jointly referred to as “Users”) access to a computer network for electronic mail and the Internet. To gain access to e-mail and the Internet, all Users must sign this Agreement and students must obtain parental permission as verified by the signatures on the form below. Should a parent prefer that a student not have e-mail and Internet access, use of the computers is still possible for more traditional purposes such as word processing.

What is possible?

Access to e-mail and the Internet will enable staff and students to explore thousands of libraries, databases, museums and other repositories of information and to exchange personal communication with other Internet users around the world. Families should be aware that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate or potentially offensive. While the purposes of the School are to use Internet resources for constructive educational goals, Users may find ways to access other materials. We believe that the benefits to students from access to the Internet in the form of information resources and opportunities for collaboration exceed the disadvantages. But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. Therefore, we support and respect each family’s right to decide whether or not to apply for access.

What is expected?

Users are responsible for appropriate behavior on the School’s computer network just as they are in their work, classroom or on a school playground. Communications on the network are often public in nature. General School rules for behavior and communications apply. It is expected that Users will comply with School standards and the specific rules set forth below. The use of the network is a privilege, not a right, and may be revoked and further disciplinary action may be taken if abused. The User is personally responsible for his/her actions in accessing and utilizing the School’s computer resources. The Users are advised never to access, keep or send anything that they would not want their supervisors, parents or teachers to see.

General conditions for use

Privacy – Network storage areas may be treated like School lockers. Technology Coordinators may review communications to maintain system integrity and ensure that Users are using the system responsibly and within the School’s policies and guidelines.

Storage capacity – Users are expected to remain within allocated disk space and delete e-mail or other material which take up excessive storage space.

Illegal copying – Users should never download or install any commercial software, shareware or freeware onto network drives or disks, unless they have written permission from the Technology Coordinator. Nor should students copy other people’s work or intrude into other people’s files.

Inappropriate materials or language – No profane, abusive or impolite language should be used to communicate nor should materials be accessed which are not consistent with the rules of School behavior. A good rule to follow is never view, send or access materials which you would not want your supervisors, teachers and parents to see. Should Users encounter such material by accident, they should report it to the Technology Coordinator or their teacher immediately.

Rules for usage

These are rules and guidelines to follow to prevent the loss of network privileges and/or disciplinary action.

1. Do not use a computer to harm other people or their work.
2. Do not damage the computer or the network in any way.
3. Do not interfere with the operation of the network by installing illegal software, shareware or freeware.
4. Do not violate copyright laws. Copyrighted material may not be placed on the system without the express permission of the author who must be credited for the material. Copyrighted material may be downloaded for a User’s use only.
5. Do not view, send or display offensive messages or pictures.
6. Do not share your password with another person.
7. Do not waste limited resources such as disk space or printing capacity.
8. Do not trespass in another’s folders, work or files.
9. Adhere to the rules of net etiquette set forth in the School’s Internet policy.
10. Read and adhere to the School’s Internet policy attached hereto.
11. Do not reveal your home address or personal telephone number or the addresses and telephone numbers of students, staff or colleagues.
12. Do notify an adult immediately if, by accident, you encounter materials which violate the Rules of Appropriate Use.

13. BE PREPARED to be held accountable for your actions and for the loss of privileges and disciplinary action if the Rules of Appropriate Use are violated.

USER ACCEPTABLE USE AGREEMENT

USER

Name _____

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

I have read the School's electronic communications system policy and administrative regulations and net etiquette guidelines and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access and/or disciplinary action against me.

User's signature _____

Date _____

Technology Coordinator's signature _____

Date _____

PARENT/GUARDIAN ACCEPTABLE USE AGREEMENT, RELEASE AND WAIVER

PARENT OR GUARDIAN

____ I do not give permission for my child to participate in the School's electronic communications system.

I have read the School's electronic communications system policy, administrative regulations and net etiquette information. In consideration for the privilege of my child using the School's electronic communications system and in consideration for my child having access to the public networks, I hereby release the School, its operators and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system including, without limitation, the types of damage identified in the School's policy and administrative regulations.

____ I give permission for my child to participate in the School's electronic communications system and certify that the information contained on this form is correct.

Signature of parent or guardian _____

Home address _____

Date _____ Home phone number _____

ARTICLE XI. PROCUREMENT

Section 11.01 Adoption of the Super Circular, 2 C.F.R. 200 et seq.

The School has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended (“Super Circular”). Therefore, all matters relative to property procurement, management and disbursement not treated in these policies are generally controlled by, and shall be in accordance with, the Super Circular and any applicable rules and regulations arising from the laws of the Hopi, the federal government and the School’s contractual grant status.

The following are additional policies applicable to this subject matter area. In the event of a conflict between the various sources of policy, the laws, rules and regulations of the Hopi and the United States government and those arising from the School’s grant status the Super Circular controls unless the contrary is expressly noted in said law, rule, regulation or policy.

The current Super Circular and any amendments thereto should be consulted and followed regarding the proper form and procedure for requisitions, purchase orders, bidding procedures, inventory control, receiving and disbursements.

Section 11.02 Duty to be Informed of Rules and Regulations

The School Administration, department heads and all personnel performing under the policies and procedures of this Article shall familiarize themselves with the rules and regulations associated with the School’s funding contract, applicable rules and regulations of the Hopi and federal government and provisions and procedures found in the Super Circular. Said individuals shall comply with the above-noted rules and regulations, policies and procedures in performing their tasks and duties.

Section 11.03 Compliance With the Manual

Every procurement shall comply with the terms of the contractor grant which funds the procurement and the terms and conditions contained in this Manual. In all events, procurements shall comply with the requirements of 25 CFR 276 *et seq.*, Appendix A to 25 CFR 276, and the Super Circular.

Section 11.04 Prohibited Contracts

Procurement contracts providing for an aggregate value based on cost plus a percentage of the costs are prohibited and may not be awarded. Time and materials contracts must be restricted

to those circumstances when no other contract type is available, and such contracts must contain a clause which limits the aggregate value to a definite amount.

Section 11.05 Procurement Records

Procurement records, including, but not limited to, solicitations, purchase orders, contracts, payment histories and records applicable of significant decisions must be retained for three (3) years after the School or School's agents, subcontractors or obligors make the final payment and all other pending matters are closed.

Section 11.06 Property Management Records

Property management records of real and personal property, as required herein, must be retained for three (3) years from the date of disposition, replacement, or transfer.

Section 11.07 Procurement Standards

- A. School employees with responsibilities for procurement shall ensure that the School's vendors, contractors and/or subcontractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- B. General standards of conduct of School employees who award and administer contracts are as follows:
 - 1. No employee, officer, elected official or agent of the School shall participate in the selection, award or administration of a procurement if a conflict of interest, real or apparent, would be involved.
 - 2. An employee, officer, elected official or agent of the School is not allowed to solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements with the following exemption; a financial interest that is not substantial and that is disclosed to the School and waived by the School, a gift that is an unsolicited item of nominal value.
 - 3. A violation of these standards will be the basis for disciplinary action, up to and including termination.
- C. The School employees responsible for procurement shall review proposed procurements to avoid buying unnecessary or duplicative items to ensure the reasonableness of the price of items purchased. Consolidating or breaking up procurement to obtain more economical purchases should be considered. Where

appropriate, leasing and purchasing alternatives should be compared to determine which is more economical.

- D. The School shall conduct all major procurement transactions by providing full and open competition, to the extent necessary, to assure efficient expenditure of funds and, to the extent feasible, in the local area. As provided herein, Hopi preference and Indian preference shall be applied in procurement awards.
- E. The School shall make procurement awards only to responsible entities who have the ability to perform successfully under the terms and conditions of the proposed procurement. In making this judgment, the School shall consider such matters as the contractor's integrity, its compliance with public policy, its record of past performance, and its financial and technical resources.
- F. The School shall maintain records on the significant history of all major procurement transactions. These records may include, but are not limited to, the rationale for the method of procurement, the selection of contract type, the contract selection or rejection, and the basis for the contract price.
- G. School employees shall use good administrative practice and sound business judgment for processing and settling all contractual and administrative issues arising out of the procurement. These issues include, but are not limited to, source evaluation, protests, disputes and claims.

Section 11.08 Contract Standards

- A. All contracts in which the school is a party shall, at a minimum:
 - 1. Be in writing;
 - 2. Identify the interested parties in the contract and their authority and/or agency;
 - 3. Clearly state the purpose of the contract;
 - 4. State the work to be performed under their contract; and
 - 5. State the terms and conditions of the contract, the time and manner of payments and the process for making any claims.
- B. All contracts should contain a provision informing the recipient that their award is funded with Indian Self-Determination Act funds and that the recipient is responsible for identifying and ensuring compliance with applicable federal laws, regulations, and Executive Orders.

Section 11.09 Hopi and Indian Preference

To the greatest extent possible, consistent with the law, Hopi and Indian preferences shall be observed and implemented in the advertisement, negotiation, procurement and award of goods and services. Notwithstanding this policy of preference, School employees shall comply with all policies stated herein in the procurement of goods and services and are free to act in whatever way best serves the needs of the School.

Section 11.10 Purchasing Procedures for Purchases Less Than \$20,000

A. Purchase Orders

Purchase orders must be prepared for all School expenditures, with the exception of salaries and related costs and otherwise documented travel expenditures.

B. Definitions

1. Aggregate Value: The total cost or dollar value of a procurement contract.
2. Procurement: The process for the acquisition of goods and/or services.
3. Purchase: A purchase for the purpose of these policies and procedures is defined as the payment, with School funds, for any goods, services or other expense.
4. Unauthorized Purchases: An unauthorized purchase is any purchase which is not legally and appropriately approved within the School budget or by other School action allowed by these policies and procedures, or which does not substantially comply with these policies and procedures. The School may decline payment of any unauthorized purchase. The School assumes no responsibility for payment of unauthorized purchases, and any person initiating, causing, making or otherwise executing an unauthorized purchase is solely responsible for payment thereof. All authorized purchases shall be legally budgeted or approved within an appropriate fund account, or within the appropriate line item as approved by the School. Purchases which are not within the authorized budget, or otherwise not properly approved by the School, are unauthorized purchases.

C. Requisition Process

All purchases for or on behalf of the School or for which the School pays shall be done pursuant to requisition and this requisition process unless such purchase or procurement requires bidding.

The requisition process is as follows:

1. The requesting party shall:
 - a) Prepare a complete requisition pursuant to the School's Requisition Form and Instructions which may be obtained from the Business Manager. All information required by the requisition must be provided. An incomplete requisition shall be rejected and returned to the person submitting the requisition without approval.
 - b) Sign and date the requisition and submit said requisition to the appropriate approving authority (principal, coordinator, supervisor, etc.) for that person's signature.
 - c) Submit the completed and fully executed requisition to the Accounting Technician for Procurement/Warehouse (hereinafter "Business Manager").
2. The Business Manager shall:
 - a) Verify that the items requested are not in Central Supply. If the items are in Central Supply, notify the requestor and initiate delivery of the items from Central Supply. The procedures below are then to be followed in processing the requisition and maintaining inventory control.
 - b) Verify the sufficient budget capacity exists to make expenditures requested and verify the sufficient cash balances available to make expenditures.
 - c) Sign and date the requisition if sufficient budget capacity or cash balance is not available and return requisition to the requestor with a copy to the Business Manager.
 - d) Select the proper purchase procedure, depending on the expected purchase amount.
 - e) Follow the guidelines concerning bids or quotes, with the exception of purchases from GSA vendors.
 - f) Attempt to ensure that all purchases are made at the best possible price and in accordance with the following provisions.
 - g) Follow the Guidelines for Competitive Purchasing Below the Dollar Limits Required for Sealed Bids as found in the Super Circular.
 - h) Re-verifies budget capacity and cash balance, as applicable, if the actual cost exceeds the estimated cost recorded on the requisition.

Prepare a four-part pre-numbered purchase order. The School should issue purchase orders in sequential order and numerically account for them. Those initiated, but not issued, should be voided to prevent re-use and retained in the numeric purchase order file. Purchase orders must be signed by an individual authorized by the Governing Board.

- i) Submit the requisition to the Business Manager.
3. The Business Manager shall:
- a) Review and double-check the requisition for accuracy.
 - b) Notify the requestor and department if the requisition is rejected with reasons therefor and appropriate recommendations.
 - c) Verify that all parties have followed the bidding quotation rules, regulations and procedures.
 - d) Submit all requisitions exceeding \$2,500.00 to the Chief School Administrator for review and approval.
 - e) After the foregoing has been completed, and upon return of the requisition from the Chief School Administrator, submit the approved requisition to the Business Manager for the preparation of a purchase order.
4. The Chief School Administrator shall:
- a) Review all requisitions over \$2,500.00 and/or any other unusual purchases.
 - b) Return rejected requisitions to the requestor and the Business Manager with an explanation for the rejection.
 - c) If approved, return the requisition to the Business Manager for processing the purchase order.

D. Purchase Order Process

- 1. A requisition approved as set forth above shall be returned to the Business Manager, who then shall submit the requisition to the Business Manager for the preparation of a purchase order.
- 2. The Business Manager shall prepare purchase orders according to the following guidelines.

- a) The purchase orders shall be consecutively and sequentially pre-numbered.
- b) It is the Business Manager's responsibility to numerically account for all purchase orders.
- c) Each purchase order is accounted for by number in a purchase order log.
- d) Purchase orders initiated, but not used, must be marked "void" and recorded in the purchase order log and retained in the numeric purchase order file.
- e) Purchase orders shall be properly safeguarded.
- f) Purchase orders shall be in four-part form and distributed as follows:
 - i. Copy 1 (original) - white - vendor: (1) hand-carry; (2) mail; (3) fax
 - ii. Copy 2 – yellow – placed in the check voucher file
 - iii. Copy 3 – pink – placed in the numerical accounting file
 - iv. Copy 4 – blue – to be forwarded to the warehouse.
- g) Prepare the purchase order according to the information provided on the requisition.
- h) Order any necessary equipment tags.
- i) Submit the purchase order to the Business Manager or Chief School Administrator for the proper authorizing signature.
- j) Distribute the purchase order to the vendor and warehouse.
- k) Ensure that purchase orders are prepared and sent within five (5) days or less of receiving the completed requisition.
- l) Provide information regarding the purchase order upon the vendor's request.

E. Receiving Process for Goods Procured

- 1. The warehouse technician shall:
 - a) Maintain copies of purchase orders on file prior to receiving the goods.

- b) Upon arrival, inspect the goods for visible damage in the carrier's presence. Damaged goods shall not be accepted and must be returned to the vendor.
- c) Complete the receiving report indicating the quantity received (count, weigh or measure the goods as applicable to determine the quantity received), the date received, condition of goods, and signature of employee receiving the goods. If a copy of the purchase order is used as a receiving report, the quantity ordered should have been blocked out and the quantity received should be recorded next to the description of each item.
- d) If partial shipments are received, a partial shipment report shall be forwarded to the Business Manager, keeping a copy in the warehouse for their records.
- e) Tag all equipment items as required and maintain the log of tags and inventory log of the model, name, serial number, price of equipment and date equipment is received.
- f) Inform the requestor that the goods have been received and are present in the warehouse. Determine, with the requestor, the method of delivery of goods and secure proof of delivery by requiring the recipient to initial and date the receiving report.
- g) Maintain detailed records of the delivery of goods in the warehouse, indicating the department where the goods and materials and equipment will be transferred.
- h) Submit the completed receiving copy **IMMEDIATELY** to the accounts payable technician, along with the shipping documents, such as bills, packing slips or freight bills attached.
- i) Reconcile all purchase orders which are twenty (20) days or more old with the accounts payable technician on a weekly basis.

2. The accounts payable technician shall:

- a) Enter purchase orders in the computer.
- b) Add "ENCUMBERED" on the purchase orders.
- c) Arrange encumbered purchase orders by vendors alpha file in such a manner that all vendors, suppliers, contractors and related persons will be paid within two (2) weeks, or a maximum of four (4) weeks, after sending the purchase order from the School.

- d) Compare the receiving report with the copy of the purchase order on file. Ensure that the purchase order satisfactorily notes items received and status of purchase order (complete, partial, etc.).
- e) Attach receiving report with shipping documents to copy of the purchase order and requisition, and file alphabetically in the vendor file until a receipt of invoice.
- f) Receive vendor invoice and record date of receipt on invoice.
- g) Review vendor's invoice for mathematical accuracy and indicate evidence of such review on the invoice.
- h) Compare terms, quantities and prices on the purchase order, vendor's invoice and receiving report. Differences or open credit memorandum should be resolved before payment is made. If a partial shipment was received, the vendor should be paid only for the goods received.
- i) Calculate cash discounts, if applicable.
- j) Prepare check, voucher or other appropriate payment device. Check to ensure that amount of payment device agrees with requisition, purchase order, invoice, and is the appropriate amount owed.
- k) Submit the payment device to the proper party; i.e., Business Manager and/or Chief School Administrator, for signature.
- l) Obtain a copy or lower portion of check or payment device and keep in file with copies of requisition, purchase order and invoices.
- m) Properly record all fully executed expenditures.

3. The Business Manager shall:

- a) Review all checks and payment devices.
- b) Execute, when appropriate, checks and payment devices.
- c) Submit, when appropriate, payment devices to the Chief School Administrator.

4. The Chief School Administrator shall:

- a) Execute checks and payment devices, when appropriate.
- b) Submit payment devices to the Governing Board for approval, when appropriate.

Section 11.11 Advertised Procurement Procedures

A. General Statement of Process

There shall be two general types of advertised procurement procedures:

1. Advertised procurement by sealed bid requires that bids are publicly solicited and a firm fixed price contract providing for either a lump sum or unit price is awarded to the qualified vendor/bidder whose bid conforms to all the material terms and conditions of the invitation for bids and is the lowest in price. In order to utilize this process, the following conditions should exist:
 - a) A complete, adequate and realistic specification or description of the item or items to be procured is available.
 - b) Two or more responsible and qualified bidders are willing and able to compete effectively for the contract award.
 - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
2. Competitive proposal procurement is used when procurement by sealed bids is not appropriate because one or more of the above conditions do not exist which would, if present, justify the use of the sealed bid process.

B. Advertised Procurement by Sealed Bids

Advertised procurement by sealed bids shall conform to the following requirements:

1. The invitation for bids will be publicly advertised and bids shall also be solicited from an adequate number of known vendors.
2. A reasonable and sufficient time shall be provided between the time of advertisement and the time when all bids must be received by the School.
3. The invitation for bids, which will include all specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond.
4. All bids will be publicly opened at the time and place designated in the invitation for bids.
5. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in the invitation, such

factors as discounts, transportation costs, and maintenance costs may be considered in determining which bid is lowest.

6. Any or all bids may be rejected if the cause, therefore, is reasonable, in the best interest of the School, consistent with this Manual, and is fully documented. The procurement may thereafter be re-advertised for additional bids or, if consistent with law and this Manual, be procured by other means.

C. Procurement by Competitive Proposals

The process of procurement by competitive proposals requires that more than one source or vendor submit an offer of either a fixed-price or cost-reimbursable contract to the School for the goods or services to be procured. Such procurement shall be conducted as follows:

1. Requests for proposals shall be advertised in and about the Hopi and in metropolitan areas where such goods or services may be available and shall identify all evaluation factors by which the proposals will be evaluated and their relative importance in addition to a full description of the goods or services to be procured.
2. Proposals shall also be solicited from an adequate number of qualified sources previously known for their business with the School.
3. As a part of the process, criteria will be promulgated which afford a means of objectively evaluating all qualified proposals submitted. The criteria will be retained as a part of the documentation of the procurement. Such criteria may include such elements as bondability, experience, and history of providing like goods or services, qualifications of management and staff to be involved in providing the goods or services, price and pricing procedures, procedures and mechanisms for resolving disputes and such other evaluation criteria as may be appropriate to the particular procurement.
4. Award of a procurement contract will be made on the basis of the ranking of the proposals submitted based on the criteria established, price, and the advantage to the program to be served by the procurement.

Section 11.12 Emergency Procurement by Non-Competitive Proposal

Procurement by non-competitive proposal shall be used only when the award of a contract is not feasible under small purchase procedures, competitive proposals or advertised procurement by sealed bids and one or more of the following circumstances exist:

- A. The item is available only from a single source.
- B. The exigency or emergency necessitating the procurement will not permit a delay resulting from competitive solicitation.

- C. The funding source authorizes non-competitive procurement.
- D. After solicitation of at least three sources, competition is determined to be inadequate.

In the event that one or more of the above circumstances are found to exist, then the School may solicit a proposal from one qualified vendor without competition.

Section 11.13 Construction and Facility Improvement Procurement/Acceptance of Regulation

For all construction and facility improvement contracts or subcontracts exceeding an aggregate value of \$100,000.00, the School hereby accepts the bonding policy and requirements of the agency or authority of the funding source or awarding agency.

Section 11.14 Procurement Other than Through Purchase

In addition to purchase, personal property may be procured by variety of other means, including securing assignment or gift of excess property from a federal agency, contractor, receipt of donations, loans and appropriation of resources from Hopi or other agencies and /or Indian and public lands. Such procurement may be an asset or liability to the School; therefore, all such acquisitions must receive prior approval of the Governing Board or the Chief School Administrator as authorized by the Governing Board. Any such property shall be treated as other property obtained under these procurement provisions.

ARTICLE XII. MANAGEMENT AND DISBURSEMENT OF PROPERTY

Section 12.01 Property Management

The School has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended, (“Super Circular”) for provisions regarding property management, warehousing procedure and inventory issues. The Chief School Administrator, all relevant department heads and all personnel whose responsibilities and duties relate to property management shall familiarize themselves with the relevant Super Circular provisions, the requirements arising from the School’s funding contract, rules and regulations of the Hopi and the federal government relative to said contract regarding property management, inventory and disbursement reporting requirements. Failure on the part of the responsible party to comply with any of the above rules and regulations may result in disciplinary action.

Section 12.02 Conflicts in Regulations

In any conflict between the Super Circular and the policies set forth herein and the rules and regulations and requirements of the School’s grant, and the laws of the Hopi and/or the federal government, the Super Circular shall control unless expressly set forth in the foregoing.

Section 12.03 Applicability

All property, other than food or other perishable supplies, must be processed through the Business Manager or their designee, who shall be responsible for tagging where necessary and tracking said property.

Section 12.04 Inventory

A physical inventory shall be conducted annually, every year. The results of the inventory shall be reconciled with the School’s internal property and accounting records. The Business Manager shall be responsible for said inventory.

Section 12.05 General Purpose of the Property Management System

The general purpose of the School’s policies regarding property management is to account for all of the School’s property, including property transferred by the Secretary for use under a self-determination contract or acquired with contract funds, and to establish requirements and procedures for the use, care, maintenance and disposition of all such property.

Section 12.06 Type of Property to be Tracked

The property management system of the School shall track:

- A. Sensitive personal property, which is all personal property that is subject to theft and pilferage.
- B. Personal property with an acquisition value in excess of \$500.00 per item.
- C. Real property provided by the Secretary for use under the contract.

Section 12.07 Records and Internal Controls

The property management system shall maintain records that accurately describe the property, including any serial number, tag number or other identification number. The records shall also contain the following information: Source of the property, titleholder, acquisition date, cost, share of federal participation in the cost, location, use and condition of the property and the date of disposal and sale price, if any.

Internal controls shall include procedures:

- A. For the conduct of periodic inventories;
- B. To prevent loss or damage to property; and
- C. To ensure that property is used for the School until the property is properly declared to be in excess of or insufficient for the needs of the School.

Section 12.08 Maintenance

All School property shall be properly maintained. Required maintenance includes the performance of actions necessary to keep the property in good working condition, the procedures recommended by equipment manufacturers and the steps necessary to protect the interest of the School and funding entities and any express warranties or guaranties covering the property.

Section 12.09 Federal Property

Additional requirements for federal property (i.e., property which the School chooses not to take title) are as follows:

- A. Within ninety (90) days following the end of an annual funding agreement, the School shall certify and submit to the Secretary an annual inventory of all federally-owned real and personal property used in the School" program.

- B. Said inventory shall report an increase or decrease of \$5,000.00 or more in value of any item of real property. Such property shall be disposed of as follows:
1. The School shall report to the Secretary, in writing, any federally-owned personal property that is worn out, lost, stolen, damaged beyond repair or no longer needed by the School.
 2. The School shall state whether the School wants to dispose of or return the property.
 3. If the Secretary does not respond within sixty (60) days, the School may return the property to the Secretary, who shall accept transfer, custody, control and responsibility for the property (together with all associated costs).

Section 12.10 Property Receiving

All personal property, other than food or other perishable supplies, must be processed by the Business Manager before use by any department or employee.

- A. The Business Manager shall inspect the personal property so delivered to confirm whether the purchase order has been filled by the delivery and to identify those items that are subject to inventory.
1. The Business Manager shall identify those items that were ordered and were not delivered and so notify the ordering department and the Business Office.
 2. The Business Manager shall, after confirmation of receipt, deliver all shipping and billing documents to the Business Office.
 3. The Business Manager shall cause items that are subject to inventory to be tagged and included in the property inventory of the School.
 4. The Business Manager shall cause all remaining items to be delivered to the department that ordered the property.
 5. Items or quantities of items that are too large to be accommodated in the office of the Business Manager shall be taken directly to the department purchasing them, and the Business Manager shall be immediately notified of the delivery. The Business Manager shall immediately thereafter go to that department and conduct his or her responsibilities as provided in this Section. No property so delivered shall be placed in use until the functions of the Business Manager have been completed.
- B. The Business Manager shall tag and enter into the inventory records all property subject to inventory. A Master Locator List shall be completed for each item of property subject to inventory. No such property shall be released to any person

until such person has accepted custody of the property and signed the Master Locator List acknowledging that custodial responsibility.

Section 12.11 Food and Perishable Property

- A. All deliveries of food shall be delivered to the cafeteria and properly and safely maintained in an appropriate storage area. All such property shall be inventoried upon receipt and properly used in an approved menu.
- B. All perishable property shall be delivered directly to the department ordering such property.
- C. All shipping and billing documents accompanying food or perishable property, together with the signed certificate of the receiving authority attesting to the receipt of all such property, shall be delivered to the Business Office by the department receiving such property.

Section 12.12 Hazardous Property

- A. The department ordering hazardous property shall notify the Business Manager of the order before delivery is made. The notice shall identify the nature and hazard of the property, the name of the supplier and the approximate date of the intended delivery.
- B. At the time of delivery, such property shall be placed in a secure location accessible only to authorized persons. Such locations shall be clearly identified as having restricted access and as containing hazardous substances and equipment. The Business Manager shall be immediately notified of the delivery so that he/she may perform their function with regard to the property prior to any use thereof.
- C. Hazardous property shall not be removed from that secure location except by persons properly authorized and trained to operate, handle and transport that property.

Section 12.13 Inventory System

An inventory system of all personal property subject to inventory and belonging to the School shall be maintained by the Business Manager. The inventory system shall be comprised of the following elements:

- A. All items of personal property shall be tagged and identified as the property of FIRST MESA ELEMENTARY SCHOOL, and shall be identified with a property number and such other information as may be necessary for the proper control of the property.

- B. An electronic entry on the Master Locator List shall be prepared for each item of personal property subject to inventory. The Master Locator List shall identify the item of property, its property, serial or identification number, if any, the model and make of the property and contain such notations as will fully describe the property. The Master Locator Lists shall also provide for a record of the delivery of the property to a custodian by date, department, name of custodian, signature of custodian and the date upon which the item of property was returned to the Business Manager. Each subsequent delivery of the item of property to a custodian shall be entered on the Master Locator List. The Master Locator List shall also contain the following information: Source (where property was acquired); cost; source of funds for cost; use; condition; date of disposal and sale price, if any. The Master Locator List shall be kept in an electronic format on the school's computer system with appropriate backup.
- C. A computer program shall be maintained in which each item of personal property that has been inventoried has been entered. Each entry shall identify the property, its property number, the department to which the property is assigned, the name of the custodian and the purchase cost of the property.

Section 12.14 Annual Inventory

An annual inventory shall be conducted not later than the 15th day of May in every year. The inventory shall be conducted by the Business Manager and such other assistants as shall be designated by the Chief School Administrator. The inventory shall consist of a physical inspection of each item of personal property for which a Master Locator List has been prepared.

- A. The physical inspection shall confirm the following:
 - 1. that the item of personal property is the property described on the Master Locator List.
 - 2. That the item is in the custody of the named custodian.
 - 3. That the item is in proper operating condition.
 - 4. That the item is in current use or remains useful to the custodian for the purpose and function for which it is intended.
- B. When the Business Manager determines from the physical inspection that the item is not as it is described on the Master Locator List, a notation shall be made on the Master Locator List to that effect and the discrepancy shall be resolved at the earliest reasonable time by the Business Manager.
- C. When the Business Manager determines that the item is not in the custody of the person named on the Master Locator List, the item shall be removed to a central storage facility and not returned until a proper custodial agreement has been entered on the Master Locator List.

- D. When the Business Manager determines that the item is not in proper operating condition, the item shall be removed to a central storage facility until repairs can be made to bring the item into operating condition or until proper disposition can be arranged.
- E. When the Business Manager determines that the item is no longer in current use or no longer remains useful for the purpose or function for which it was intended by the custodian, then the property shall be removed to a central storage facility, advertised in all departments of the School to determine further usage, or until proper disposition can be arranged.
- F. When the Business Manager determines that an item cannot be produced by the custodian for inventory, such fact shall be immediately reported to the Chief School Administrator for further action consistent with the terms of this Manual.

Section 12.15 Duties of Custodian

A custodian of property subject to inventory or items determined to be of a sensitive nature shall have the following duties concerning that property:

- A. To take all reasonable and prudent precautions to protect the property from loss, theft, unauthorized use, and damage.
- B. To report immediately any loss, theft, unauthorized use of damage of the property to the appropriate department head and to the Business Manager.
- C. To take all reasonable and prudent actions to recover or repair the property at the earliest reasonable opportunity.
- D. To surrender custody and deliver the property to the Business Manager upon the expiration of the need and proper use of the property or upon the expiration of employment.
- E. To cooperate and assist in the inventory of such property.
- F. To use the property only for the use or uses intended by the grant of custody and the mission of the department or program and to report immediately to the Business Manager when such property is no longer of use to the custodian.
- G. To pay the reasonable value or cost of repair of property to FIRST MESA ELEMENTARY SCHOOL when said property is lost, stolen or damaged due to the negligence, or failure to perform the duties required, of the custodian.

Section 12.16 Responsibility of Department Head

Every department head should provide a secure space in which custodians of property may keep and store items of School property as necessary to fulfill their duty as a custodian of property.

Section 12.17 Determination of Value or Cost of Repair of Lost, Stolen or Damaged Property

The Chief School Administrator, after full and prudent inquiry, shall determine the responsibility of a custodian for the loss, theft or damage to property in his or her custody and the reasonable and proper value or cost of the repair of the property. Such decisions shall be final and such amounts as are determined to be due from the custodian shall be deducted from any money owing by the School to the custodian.

Section 12.18 Duties of Department Head

Every department head shall, before the annual inventory of School property, cause a survey of the property in the custody of his or her department to be made. Such surveys shall determine and identify, as to each such item of property, the following:

- A. All property that is fully functional and of continuing use and benefit to the department in the accomplishment of the duties and responsibilities of the department.
- B. All property that is in need of repair and, if repaired, would be of continuing use and benefit to the department in the accomplishment of the duties and responsibilities of the department.
- C. All property that is in need of repair and which, if repaired, would no longer be of use and benefit to the department.
- D. All property that is fully functional, but which is no longer of use and benefit to the department.

Section 12.19 Storage and Disposal of Property

- A. At the time of the annual inventory, inoperable items of property and items of property that are no longer of use and benefit to the department shall be removed to a central storage facility, and:
 - 1. The Business Manager shall release each item of such property from the custody of the custodian listed on the Master Locator List for that item of property and show on such card its return to the central storage facility.
 - 2. The Business Manager shall cause a list of all such items of property to be circulated among the departments of the School.

3. Thereafter, any department having a need and use for such property so listed may request that such property be transferred from the central storage facility to the custody of an employee within the requesting department. Necessary repairs of such property shall thereafter be the responsibility of the department taking custody of the item of property.
- B. Any item of property that has remained in the central storage facility for five years or more, which has not been used or repaired during that time, shall be disposed of as follows:
1. The Business Manager shall cause a list of all such items of property to be circulated among the departments of the School. The list shall identify the items of property intended for disposal unless a request for their custody and use is made prior thereto by any department.
 2. Not less than thirty (30) days after the publication of the list among the departments of the School, a list of such property then remaining for disposal shall be circulated among the villages served by this School and other schools in the Hopi area. Items of property having a substantial value may be listed as being for sale at a price shown on the list. The sale of property shall be accomplished in compliance with 25 CFR 276.11.
 3. Such property as is requested or purchased by other schools or villages shall be transferred to them.
 4. All remaining property shall be sold at auction (if that is economically feasible); properly disposed of as waste or disbursed in another reasonable manner approved by the Governing Board. The obvious outcome to avoid in any disposition is the appearance of impropriety, unfair personal gain or favoritism.

Section 12.20 Development of Specific Procedures

Departments and functions which utilize specific property requiring more specific procedures than those which are contained herein, such as use of vehicles, tools or equipment, shall develop written procedures concerning such use or function and submit them to the Chief School Administrator. The Chief School Administrator shall, by memorandum, designate those departments and functions which must develop and provide such procedures. In addition to those procedures required by the Chief School Administrator, a department or function may develop such property procedures as will assist in the operation of the department or function. All such additional procedures shall be consistent with the policies and procedures contained in this Manual.

Section 12.21 Approval of Specific Procedures

Such specific procedures as are developed shall be reviewed by the department head of the department promulgating the procedures and, if approved, then submitted to the Chief School

Administrator for his or her review. If approved by the Chief School Administrator, such procedures shall become immediately effective and shall be identified by the date of approval and effect. The original of the procedures shall be returned to the Department promulgating them and a copy shall be placed among the collected policies and procedures of FIRST MESA ELEMENTARY SCHOOL.

Section 12.22 Amendment of Specific Procedures

Any such procedure that has been approved may thereafter be amended from time to time by the action of the department or function promulgating them with the approval of the Chief School Administrator. Such amended procedures shall be marked with the date of approval and effect and shall be placed among the collected policies and procedures of the FIRST MESA ELEMENTARY SCHOOL.

ARTICLE XIII. ACCOUNTING PROCEDURES

Section 13.01 General Accounting Policy

The School has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended, (“Super Circular”) in situations wherein there are no controlling or applicable policies in this manual. The School’s accounting procedures shall be as set forth and recommended in the Super Circular. The School’s accounting procedures shall also include any rules, regulations or requirements arising from the School’s funding contract, rules, regulations and/or laws of the Hopi and the federal government. In the event of a conflict between the Super Circular and the policies set forth herein and the rules, regulations and requirements of the School’s funding grant and laws of the Hopi and federal government, the Super Circular shall control. In the event of a conflict between the Super Circular and these policies set forth in this Manual, the Super Circular shall control unless said policies expressly state that they control. The Chief School Administrator and all relevant department heads and personnel with duties and responsibilities in these areas shall familiarize themselves with the above standard requirements, rules and regulations. Failure on the part of responsible parties to comply with said guidelines, rules, regulations and requirements may result in disciplinary action.

Section 13.02 Retention of Records

Financial records, including documentation of supporting costs incurred by the School, must be retained for three (3) years from the date of submission of the single audit report to the Secretary. Records pertaining to any litigation, audit exceptions or claims requiring management systems data must be retained until the action has been completed.

Section 13.03 Applicable Regulations

The School shall expend and account for contract funds and funds from any other revenue source in accordance with all applicable funding source and Hopi laws, regulations and procedures.

Section 13.04 Minimum General Standards

The physical control and accounting procedures of the School shall be sufficient to:

- A. Permit preparation of reports required by any funding source; and
- B. Permit the tracing of any funding to a level of expenditure adequate to establish that said funding has not been used in violation of any restrictions or prohibitions contained in any agreement with a funding source, the Hopi or federal government.

The School's financial and accounting systems shall include provisions for the following elements:

1. Financial Reports. The accounting system shall provide for accurate, current, and complete disclosure of the financial results of School activities. This includes providing the Secretary a completed Financial Status Report, SF 269A.
2. Accounting Records. The accounting system shall maintain records sufficiently detailed to identify the source and application of all funds received by the School. The system shall contain sufficient information to identify contract awards, obligations and unobligated balances, assets, liabilities, outlays or expenditures and income.
3. Internal Controls. The accounting system shall maintain effective control and accountability for all School funding received and for all real property, personal property and other assets furnished for use by the School.
4. Budget Controls. The financial management system shall permit the comparison of actual expenditures or outlays with the amounts budgeted by the School.
5. Allowable Costs. The accounting system shall be sufficient to determine the reasonableness and allocability of School costs based upon the terms of any funding agreement, the laws of the Hopi and federal government. The accounting system of the costs should be consistent with the Super Circular, "Cost Principles for State, Local Governments and Indian Tribes."
6. Source Documentation. The accounting system shall contain the accounting records supported by source documentation; e.g., cancelled checks, paid bills, payroll records, time and attendance records, contract award documents, purchase orders, and other primary records that support all School expenditures.
7. Cash Management. The accounting system shall provide for accurate, current and complete disclosure of cash revenues, disbursements, cash-on-hand balances and obligations by source and application for all School transactions.
8. Compliance with GASB 34 requirements.

Section 13.05 School Bank Policies

It is the policy that students at the School shall:

1. Receive instruction and guidance in the use and protection of personal and club funds.
2. Have experience in the managing and accounting of funds for student activities and/or club funds.
3. Learn how to use student banking services for their personal and group funds.

The School shall provide a plan for protection of the funds and a system for School personnel handling student funds.

The School shall provide a means of bookkeeping which shall show the amount of student funds on hand at all times.

The School shall provide locked protection for student funds.

A. School Bank General Policies

1. Each student and authorized student club/organization shall be assigned an account in the School bank. All student clubs/organizations shall have their plan of operation approved by the School Student Council and Chief School Administrator before the club/organization can raise funds and expend funds.
2. Every account, both individual and group, must be solvent at all times. No account overdrafts will be allowed.
3. Non-student funds shall not be kept in the School bank.
4. All student funds shall be secured in a locked security system.
5. It is imperative that the safe combination/keys be secured from unauthorized use.
6. Safe combinations should be changed as personnel changes occur or when there is reason to believe that the security of the combination has been compromised.
7. The Business Manager shall be appointed by the Chief School Administrator.

8. All student funds derived from class projects, student clubs, student associations or other types of group activities shall be deposited and expended through the School bank.

B. Accounting

The following regulations and procedures shall be observed in connection with School bank accounting:

1. Basic Journal. A basic journal for all transactions shall be maintained by the assigned Business Manager.
2. Ledger. A ledger shall be maintained for all student accounts by the Business Manager.
3. Deposits. All deposit forms shall be pre-numbered and are to be accounted for. Money raised from activities by student clubs must be deposited in the student bank within two (2) working days of fund-raising activity.
4. Request for Payment/Withdrawal of Money. Each club shall fill out the appropriate form/requisition for payment/withdrawal of money before payment can be made. Request for payment/withdrawal of money shall be submitted no later than five (5) working days before the funds are needed. Minutes from the club and student council authorizing the expenditure/activity shall accompany the request for payment/withdrawal of money.
5. Bank Reconciliation. Promptly upon receipt of a monthly statement from a commercial bank, the statement will be reconciled to the journal.
6. Statement to Depositors. Monthly statements of club account balances shall be prepared by the Business Manager and given to depositors to inform depositors of transactions affecting their accounts. Monthly statements of club account balances shall be submitted to the Chief School Administrator's office. The statement to depositors will provide the depositors with an opportunity to reconcile their records to School bank records.
7. Receipts. Receipts for all student activity expenditures must be returned to the School bank within three (3) working school days. The receipts must be original and have the printed name of the vendor on the receipt. Unused funds must be returned with the receipts. The receipts, plus unused cash, must equal the total of the receipt.
8. Closing Club Accounts. The club accounts which do not reflect any activity for a period of one (1) year may be transferred upon the approval of the Chief School Administrator to the School bank general account unless the approved plan of operation of such organizations make contrary provisions.

C. Activity Accounting Guidelines

1. Student activity operations must have the following:
 - a. Cash income must be secured by use of a cash box while the activity is in progress.
 - b. Two (2) persons shall maintain the cash box at all times during the activity.
 - c. Two (2) persons shall count the income at the end of the activity and verify the cash income by signatures.
 - d. A deposit slip should be prepared and verified.
 - e. Funds shall be deposited in the School bank or otherwise secured until they can be deposited in the School bank in accordance with School bank deposit guidelines.
 - f. Sponsors of activities must make arrangements to secure the income of their activities in advance.

D. Audit

Accounting records and documents of the School bank shall be audited each school year. Audits may be performed by an independent firm of certified public accountants.

ARTICLE XIV. SCHOOL GOVERNING BOARD POLICIES

Section 14.01 School Governing Board Authority

The FIRST MESA ELEMENTARY SCHOOL Governing Board (hereinafter “Governing Board”) shall have such authority as is vested in it by the Bylaws of the Governing Board, the laws of the Hopi, and the applicable laws of the United States of America.

The Governing Board may only act pursuant to resolutions duly enacted at official Governing Board Meetings. Individual Governing Board members shall not issue directives, take action or make representations on behalf or authority of the Governing Board or on authority of their office unless they have been expressly authorized to do so by official, express action by the Governing Board as set forth above.

Section 14.02 Oath of Office

Each member of the Governing Board which has been duly elected to that office pursuant to the laws of the Hopi shall, before serving, give the following oath of office:

I, (name) , do hereby solemnly swear that I will faithfully discharge the duties and responsibilities of the office of School Governing Board member of the FIRST MESA ELEMENTARY SCHOOL Governing Board, that I will execute my duties and responsibilities in full accordance with the Bylaws and all duly adopted policies, the applicable laws, regulations and ordinances of the Hopi and the United States of America, so help me God.

Section 14.03 Bylaws

The School’s Bylaws, as amended now and in the future, shall control the following matters, unless they are expressly set forth in these policies and procedures:

- A. Governing Board powers, duties and procedures
- B. Election and terms of office of Governing Board members
- C. Procedure for meetings, quorums and voting
- D. Procedure for acting
- E. Governing Board officers: Description of the office; powers and duties; election and term of office

A copy of the School’s current, operant Bylaws or Amended Bylaws are incorporated herein by reference as if fully rewritten and shall be attached to this Manual as Exhibit A.

In the event of a conflict between these policies and the Bylaws, the Bylaws shall control.

Section 14.04 Applicable Laws, Rules and Regulations

Governing Board members are subject to and shall act within: The School's policies and procedures, in their entirety; the School's Bylaws; the terms and conditions of the School's funding agreements; and the laws and regulations of the Hopi and federal government. Failure to so act may result in disciplinary action (see Section 14.07).

Section 14.05 Conduct of Meetings

- A. The Chief School Administrator or designee shall prepare a written proposal of the agenda for all regular and special meetings of the Governing Board in advance of such meeting. All written documents and submissions to the Governing Board shall be first reviewed by the Chief School Administrator as a part of the agenda preparation. Documents shall be reviewed for completeness, compliance with existing laws, regulations and policy. The Chief School Administrator is authorized to return such submissions to the submitting party or authority in the event such submission is not complete or does not comply with existing law, regulation and policy. The Chief School Administrator shall enact such procedures for the submission of proposed items for the consideration of the Governing Board as shall permit reasoned consideration of those items prior to the preparation of the proposed agenda. No agenda shall be determinative of the conduct of the Governing Board meeting until such agenda shall have been approved by majority action of the Governing Board.
- B. *Robert's Rules of Order* shall be used and followed as a general guide in the conduct of all meetings of the Governing Board to the extent that is practicable. The president or majority of the Governing Board may direct a departure from that authority whenever it is deemed in the best interest of the meeting.
- C. The order of business to come before the Governing Board at any regular meeting shall be as follows:
 - 1. Call to Order
 - 2. Roll Call
 - 3. Approval of Agenda
 - 4. Call to the Public
 - 5. Reports
 - 6. Approval of Minutes
 - 7. Old Business (discussion and possible action)

8. New Business (discussion and possible action)
9. Personnel
10. Upcoming Meeting Agenda Items/Announcements
11. Upcoming Meeting Agenda Items
12. Adjournment

The order of business may be amended for any meeting by a motion which is duly made and seconded.

- D. Special meetings and emergency meetings shall have an abbreviated order of business which is consistent with the consideration of the matters duly coming before the Governing Board at that time. There shall be no Call to the Public in special meetings.
- E. Public comment shall be addressed to the Governing Board only upon matters relevant to the function, authority and responsibilities of the Governing Board. The president will exercise such authority as may be necessary in order to preserve order, require relevancy and to prevent excessive length of public comment. Call to the Public is not for personal problems or issues. An Employee's personal problems must be processed through grievances or appeals procedures, not Call to the Public. Attempting to present personal problems or issues at Call to the Public is a violation of this policy and grounds for disciplinary action up to and including termination of employment. It is inappropriate and a further violation of this policy for anyone to use the names of students, children or FMES personnel in Call to the Public. This policy is in place to protect the privacy rights of children and the due process rights of staff members. Employees must also abide by and honor the chain of command in Call to the Public and refrain from presenting materials to the Governing Board prematurely or without processing them through the correct procedures.
- F. The Governing Board may retire to an executive session from which the public and all other persons, excepting only those persons invited by the Governing Board to be present, are excluded. Executive sessions may be held for consideration of personnel matters, legal matters and the receipt of confidential information. No decision of the Governing Board shall be made in executive session. All voting shall be done in public session.

Section 14.06 Code of Ethics

A. Education Needs and Welfare of Students

It is recognized that the community must have a voice in the education of its children and members of the Governing Board are elected to represent the community and guide the operation

of the School for the benefit of the students. All decisions of the Governing Board will be primarily determined by the educational needs of the students and their welfare. Community opinion and needs will, to the maximum extent possible, be considered. However, the educational needs and welfare of the students must take precedence in any and all decisions of the Governing Board.

B. Faithful Discharge of Duty

Each Governing Board member has taken an oath of office in which he or she swore to faithfully discharge the duties and responsibilities of the office as a Governing Board member. Dishonesty, inaccuracy and misrepresentation by a Governing Board member are in violation of that oath. Therefore, a Governing Board member is expected to be honest, fair, accurate and open in all reports and statements made to the Governing Board. A Governing Board member, when reporting or discussing Governing Board actions and decisions in a public forum, is expected to be accurate and informed when speaking and avoid taking personal credit for Governing Board action or divulging confidential information.

C. Diligence in the Discharge of Duty

Each Governing Board member is elected to represent the voice of his or her constituency. The performance of that duty, and to be an effective Governing Board member, requires diligence, study and attendance at all meetings. A Governing Board member will, therefore, be expected to become familiar with all materials presented for study, attend all meetings and take an active part in all discussions and decisions where no conflict exists.

D. Exercise of Independent Judgment

School Governing Boards are most effective when each member exercises his or her independent judgment while avoiding the formation of factions or voting blocks. The process of discussion and consideration of an issue must involve the independent participation of every Governing Board member, respect for the opinions of others and candor in the expression of one's own opinion. Compromises are beneficial so long as the compromise is consistent with the other provisions of this code of ethics.

E. Community and Political Responsibilities

Individual members of the Governing Board are free to recognize their community and political responsibilities. However, those responsibilities must be conditioned by duty owed to the Governing Board and the School. Prior to a decision duly made by a majority of the Governing Board on any issue, it is appropriate that a Governing Board member receive opinions of his or her constituency while exercising care that no indication is made concerning a future position or decision with regard to the issue or to influence public opinion regarding the issue. It is appropriate to discuss impending issues with other Governing Board members, but no agreement should be privately made to vote in a particular manner concerning any issue privately discussed. Individual investigation of facts is improper except where specifically authorized by a resolution of the Governing Board. Generally, investigation of any factual situation should be directed to the administration and not undertaken by the Governing Board or any individual member. After a

decision is made by majority action of the Governing Board, it is the duty of each Governing Board member to support the decision in all public statements.

F. Duty to Vote

Every Governing Board member has a duty to vote on every issue presented for a decision of the Governing Board if no conflict exists. A Governing Board member may abstain from voting only when a conflict exists. An affirmative vote on any issue means the Governing Board member is in favor of the motion. A negative vote by a Governing Board member means only that the Governing Board member does not agree with the motion as seconded and presented for a decision.

G. Official and Public Statements

The Governing Board must recognize that official statements and public statements by Governing Board members carry great weight with the community at large and may affect the welfare of many other people. It is, therefore, expected and required that any public statement, whether an official statement of the Governing Board or a public statement by a Governing Board member, must be:

1. Supportive of the philosophy, policy and procedure officially adopted.
2. Supportive of Governing Board members and School personnel.
3. Fair, accurate and objective.
4. Devoid of any personal opinion expressed to create or influence public opinion.

H. Conflict of Interest

Generally, a conflict of interest is defined as any consideration or influence experienced by a Governing Board member which, when required to vote on an issue, competes with the best interests of the School and students. It is recognized that, to some degree, there is a conflict of interest involved in almost every decision of a Governing Board member. However, ethical considerations apply only to defined areas of possible conflict and require special consideration and action by a Governing Board member when experienced. Two categories of possible conflict are identified and the obligations of a Governing Board member experiencing a conflict defined by category are provided.

1. A conflict of interest in this category obligates the Governing Board member to report the perceived conflict of interest to the Governing Board and to thereafter abstain from all participation in discussion or voting on the issue and from influencing or attempting to influence any person's position on the issue involving the conflict of interest. The Governing Board member should absent themselves from the Governing Board room during all discussion and voting on the issue in order to avoid even the appearance

of impropriety. The Minutes of the meeting should contain a record of the report of the conflict of interest and that the member having the conflict absented himself or herself from the Governing Boardroom during all discussion and voting on the issue. Conflicts of interest in this category are:

- a) A financial conflict of interest is defined as any interest in any purchase or acquisition by the School of supplies, equipment, personal services or any other thing of value in excess of an aggregate value of \$100.00 during any thirty (30) day period, from the Governing Board member or the Governing Board member's immediate family or any business, partnership, corporation or proprietorship in which the Governing Board member or Governing Board member's immediate family has any ownership or management interest. This provision does not prohibit a Governing Board member from placing a proposed purchase or acquisition on the agenda or from introducing the materials or services for sale to the Governing Board prior to any Governing Board consideration of the issue.
- b) A familial conflict of interest is defined as any issue involving the hiring, promotion, or discipline of an employee of the Governing Board or School when such employee is within the Governing Board member's immediate family, as identified in Policy 2.06.

- 2. A conflict of interest in this category obligates the Governing Board member to report the perceived conflict of interest to the Governing Board. Thereafter, the Governing Board shall discuss the perceived conflict of interest with the full participation of the member perceiving the conflict. After the discussion, the member may determine that it is proper to abstain from participation in any discussion concerning the issue or any vote thereon. However, if after the discussion the Governing Board member feels that he or she can vote objectively and without being influenced by what had been perceived as a conflict, then the Governing Board member shall participate in all discussions concerning the issue and may vote thereon. The Minutes of the meeting should contain a record of the report of the conflict of interest and the decision made by the member concerning participation in the determination of the issue. Conflicts of interest in this category are:

- a) A conflict which involves the differing values of the Hopi culture or tradition and the requirements or practices of Anglo government or business.
- b) A conflict which involves the differing values of Hopi traditional religion and the requirements or practices of Anglo government or business.

- c) A conflict which involves influences or pressures exerted by the community, the politics of the community, village or tribe or the duties of other public offices also held by the Governing Board member.
- d) A conflict which involves the differing requirements imposed by the law governing the issue and moral, ethical or religious concepts of the Hopi culture.
- e) Any other perceived conflict of interest which the Governing Board member feels may influence his or her ability to be impartial in any consideration or decision of an issue before the Governing Board.

Governing Board members must also abide by the School's general conflict of interest policy (Article II, Section 2.07), the laws of the Hopi and federal government.

Section 14.07 Discipline of Members for Violation of Code of Ethics and/or School Policy

It is the intention of this Governing Board that all violations of this Code of Ethics be met with appropriate discipline. Discipline shall, by majority decision of the School Governing Board, consist of private counseling of the member found to have violated the Code of Ethics, private reprimand, public reprimand or such other action as may be allowable under Hopi law. All discipline, with the exception of the content of private counseling, shall be on the record as a part of the Minutes of the meeting. Private reprimands shall not be published in the public report of the meeting. Public reprimands shall be reported in the public report of the meeting.

The perception of possible violation of the Code of Ethics shall be verbally reported by any member at any time during a general meeting of the Governing Board at which a quorum is present. The member who is perceived to have violated the Code of Ethics shall thereupon be afforded the opportunity to verbally respond to the report of a perceived violation and, thereafter, a general discussion shall be had as to the matter. Following said discussion, the issue of whether or not a violation of the Code of Ethics has occurred or is occurring shall be put to the vote of the members present. The member against whom the accusation is made shall abstain from said vote. All other members present shall be required to vote on the issue. If the member against whom the accusation is made is found, by majority vote of the other members, to have violated the Code of Ethics, then the matter of discipline shall be determined by majority vote of the members present, excepting only the member found guilty of a violation of the Code of Ethics.

Section 14.08 Authorized Payments to Members

A. Compensation

Governing Board members shall not be paid, nor shall they receive, anything of value by way of payment for their services on the Governing Board. However, Governing Board members

shall be paid such stipend, as may be approved by the Hopi, for attendance at meetings called to order, for travel, for authorized attendance at association and conference meetings and such other duties as may be approved and adopted by majority decision of the Governing Board.

B. Expenses

Governing Board members shall be entitled to receive reimbursement for their necessary and reasonable expenses incurred in the performance of their duties as Governing Board members. Travel expenses, when authorized by majority decision of the Governing Board, shall be paid at the regular rates paid to other employees of the School for similar travel. All such travel expenses, excepting only a mileage allowance for operation of a personal vehicle on official business, shall be reimbursed when supported by an original receipt showing payment of the expense incurred.

C. Travel Advances

Travel advances may be paid to Governing Board members. Such advances must be reimbursed to the School on or before the next regular meeting of the Governing Board. Reimbursement may be made by submission of receipts for the payment of reasonable, necessary and authorized expenses incident to the travel. In the event that sums paid by the School as travel advances are not fully reimbursed in this manner, then such sums as remain not fully reimbursed shall be deducted from payment of stipend at the rate of not more than one-half of each stipend check or payment until such sums are paid in full.

Exigencies occurring during School-sponsored travel and/or activities requiring a further expenditure of School funds shall be the responsibility of the traveler or travelers involved in the exigency. If the situation requires, School funds may be immediately expended, upon approval of the Chief School Administrator, as the exigencies may require, subject to reimbursement as may be determined appropriate by the school Governing Board on a case by case basis.

D. School Credit Cards

School credit cards may be used by members of the Governing Board to pay for travel and related expenses only if the following conditions are met.

1. All expenses incurred must be for authorized School Business.
2. All expenses must be authorized in advance.
3. Governing Board members must submit proper vouchers and itemized receipts in support of all expenses.
4. Any expense incurred for travel by a rented vehicle must be the actual cost of the rented vehicle.
5. Any expense incurred for transportation by common carrier, rented vehicle or airplane shall not be allowed unless receipts for such travel are submitted to the School.

Any expenses incurred by use of the credit card which are not appropriate for reimbursement and/or not supported by proper receipts will be the responsibility of the Governing Board Member. This policy prohibits reimbursement for expenses that are not supported by proper receipts even if the expense was incurred for legitimate School business. Consequently, Governing Board members will be held individually responsible for items charged on the card if they do not submit proper receipts. Governing Board members must reimburse the School for all such expenses.

Further, School credit cards will remain in the custody of the Chief School Administrator of the School or his/her designee until signed out by a Governing Board member for authorized use.

The Chief School Administrator will keep all School credit cards in a secure location. The Chief School Administrator will issue credit cards only if the following conditions are met:

1. The person receiving credit card must be a current Governing Board member.

Governing Board members must return credit cards to the Chief School Administrator as soon as possible upon return from the authorized travel, in no event later than forty-eight hours after return from authorized travel.

School credit cards will not be re-issued to a Governing Board member unless:

1. All expenses previously incurred by the Governing Board member on a School credit card have been authorized, documented, and incurred in accordance with this policy, or
2. The Governing Board member has fully reimbursed the School for any expenses incurred which were not in compliance with this policy.

The Chief School Administrator and the Governing Board President shall be authorized to cancel and make changes to the credit card accounts. If a credit card is not returned within forty-eight hours of a Governing Board member's return from authorized travel, the Chief School Administrator or Governing Board President may cancel or freeze that credit card account.

If a credit card is lost or stolen, the Governing Board member to whom it was issued must notify the credit card company as soon as the loss or theft is discovered, and the Chief School Administrator or the Governing Board President within twenty-four hours.

Governing Board members must also strictly comply with Policy 4.23 regarding the use of school credit cards.

ARTICLE XV. CONFIDENTIALITY OF STUDENT RECORDS

Section 15.01 General Policy

It is the policy of the School and, therefore, the duty of all employees, agents, representatives and students of the School to respect and protect the privacy of all students and student records to the fullest extent possible within the law and to the degree possible given the informational needs in performing the educational mission of the School. Violations of these policies are grounds for disciplinary action.

Section 15.02 Confidentiality

Disclosure of student education records will be made in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g) and corresponding Federal Rules and Regulations set forth in 34 CFR 99, as well as the requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq. and corresponding Federal Rules and Regulations set forth in 34 CFR 300.500. The making, maintenance and keeping of student records shall comply with 25 CFR 43 as applicable.

If a parent of a student or an eligible student has reason to believe that a violation of FERPA has occurred, that person should immediately contact a school official. Any alleged violation will be immediately investigated by the School and corrective measures will be taken as necessary. The person also has the right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, Washington, D.C., 20202-4605. Copies of these policies and procedures will be available to a parent or eligible student at the office.

Section 15.03 Definitions

A. Dependent Student. Any student who has not become eighteen (18) years of age.

B. Education Record. All records which are directly related to the student and which are maintained by the School or an employee on behalf of the School. Not included are:

1. Records by instructional, supervisory and administrative personnel which are kept in the sole possession of these individuals and are not revealed to any other person except a temporary substitute for the maker of the record.
2. Records of the law enforcement unit of the School.
3. Records made and maintained in the regular course of business and relating to the employment of a student who is employed by the School and whose employment is unrelated to the individual's status as a student.

4. Records of a student eighteen (18) years or older or who is attending a post-secondary institution when those records are made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional in connection with treatment of the student and are disclosed only to individuals providing such treatment. This does not include remedial educational activities or activities that are part of the educational program of the School.
5. Records containing information about an individual after (s)he is no longer a student at the School.

C. Eligible student. A student who has reached eighteen (18) years of age or is attending a post-secondary school.

D. Parent. A natural parent of a student, regardless of whether that parent has custodial rights to the child, unless the School has been provided with evidence of a court order, statute or other legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights; a guardian or an individual acting as a parent in the absence of a parent or guardian.

E. Personally Identifiable Information. This includes, but is not limited to, the following:

1. The student's name;
2. The name of the student's parent or other family member;
3. The address of the student or student's family;
4. A personal identifier, such as the student's Social Security number or student number;
5. A list of personal characteristics that would make the student's identity easily traceable; or
6. Other information that would make the student's identity easily traceable.

F. Student. Any individual who is or has been in attendance at the School and regarding whom the School maintains education records.

Section 15.04 Rights of Parents or Eligible Students

Parents, their designated representative, or eligible students have the right to be provided with an opportunity to inspect and review educational records within forty-five (45) days of the date such review is requested. In the case of a special education student, the School shall comply with the request without unnecessary delay and before any meeting regarding an IEP or any hearing relating to the identification, evaluation or educational placement or the provision of FAPE with respect to this student. If the requesting party is prevented by circumstances to review the

record, the School will either provide a copy of the records or make other arrangements which will allow for an opportunity to inspect the records.

Parents or eligible students have the right to correct or amend the record if they believe that information contained in the record is inaccurate, misleading or in violation of FERPA. The School will decide within two (2) weeks whether or not the records should be amended. If the School determines that no amendment is appropriate, the parents are entitled to a hearing to challenge the School's decision.

Any hearing pursuant to this Section will be held within forty-five (45) days after the request has been made. Parents or eligible students will receive notice at least twenty (20) days prior to the hearing. Service of the notice shall be by personal delivery or certified mail, return receipt requested. The hearing will be conducted by a hearing officer who has no direct interest in the outcome of the hearing. Parents have the right to be represented by an attorney or other individuals at the parents' expense. The parents may present evidence and argument on all issues involved and have the right to cross-examine the witnesses. The hearing officer may make evidentiary rulings. Formal rules of evidence, such as are required in a judicial proceeding, need not be followed. The hearing will be confidential. The hearing officer's decision will be based solely on the evidence and will be issued within twenty (20) days after the conclusion of the hearing. The School will take appropriate action based on the recommendation of the hearing officer.

Parents or eligible students have a right to be notified of their right under FERPA and of the procedures thereunder. The School will provide a Notice to Parents and Eligible Students within the first two (2) weeks of each school year and to the parents of each newly enrolled student or eligible student thereafter. A copy of the Notice which is to be sent is attached hereto and made a part hereof as Appendix A to this Section. In the event that the home language of the parent or eligible student is not English, the School will either provide a written notice in the home language of the parent or eligible student or will communicate the information orally by means of an interpreter.

When a record contains information about students other than a parent's child or the eligible student, personally identifiable information regarding other students must be excised or blocked out. The parent or eligible student may not inspect and review the records of the other students.

Section 15.05 Fees

All records may be reviewed free of charge. The School may charge a reasonable fee for copying an education record at the request of a parent or eligible student.

No fee will be charged when the imposition of such a fee effectively denies access to the records by a parent or eligible student.

Section 15.06 Directory Information

The School will disclose directory information about a student without prior consent of the parent or eligible student. "Directory information" is such personally identifiable information contained in the record which the School does not consider harmful or an invasion of privacy if disclosed. The School hereby designates the following information as directory information:

1. The student's name.
2. The names of the student's parents.
3. The student's address.
4. The student's date of birth.
5. The student's grade level.
6. The student's extracurricular participation.
7. The student's achievement awards or honors.
8. The student's weight and height if a member of an athletic team.
9. The student's photograph.
10. The school or school district the student attended before enrollment in FIRST MESA ELEMENTARY SCHOOL.

The designation of directory information and the School's policy on disclosure of directory information will be provided to the parent or eligible student in the Notice to Parents or Eligible Students at the beginning of the school year or upon enrollment, if enrollment occurs during the school year. The Notice to be provided is attached hereto and made a part hereof as Appendix B to this Section.

Upon receiving the Notice, the parent or eligible student will have a period of two (2) weeks to object to the disclosure of all or part of the directory information. Any objection must be in writing. If no written objection is received during the specified time period, the School will assume that the parent or eligible student has consented to the disclosure of the directory information. The custodian of records shall indicate in each student's educational record whether or not the disclosure of directory information is permissible under this Section.

Section 15.07 Access to Student Records by Persons Other Than Parents or Eligible Students Only By Consent

Except as specifically set forth herein, the School will release student education records only with a parent's or eligible student's prior written consent or as required by law. A copy of the Consent form is attached hereto and made a part hereof as Appendix C to this Section. At a minimum, the consent must include a description of the specific records to be released, the purpose or reasons for the disclosure, the person or organization to whom the records shall be released, the signature of the parent or eligible student, the date the consent is signed and the period of time for which the consent is valid.

Section 15.08 Release of Records Where No Consent is Required

The Chief School Administrator or a person authorized in writing by the Chief School Administrator may release student education records without consent by the parent or eligible student under the following circumstances:

- A. To School officials with a legitimate educational interest.

A "legitimate educational interest" is a person's need to know in order to properly perform a necessary administrative task or to perform a necessary task directly related to the student's education or to perform a service or benefit for the student or the student's family.
- B. To another school where student intends to enroll.
- C. To organizations conducting studies to develop, validate or administer predictive tests, improve instruction and administer student aid programs as long as:
 - 1. The study does not disclose personal identification of parents and student, and
 - 2. Information is destroyed after conducting the study.
- D. To applicable entities and local officials, pursuant to applicable law, if the allowed reporting or disclosure concerns the juvenile justice system and the system's ability to effectively serve the student whose records are released.
- E. To accrediting organizations to carry out their accreditation functions.
- F. To parents of a dependent student as defined by section 152 of the Internal Revenue Code.
- G. Pursuant to a judicial order or subpoena provided that the School has made a reasonable effort to notify parents/eligible student so that they may seek protective order, unless disclosure is in compliance with:

1. A federal grand jury subpoena and the court has ordered that the information furnished in response to the subpoena not be disclosed, or
2. Any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the information furnished in response to the subpoena not be disclosed.

H. Health/Safety Emergency:

1. The School may disclose personally identifiable information to appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the student or other individuals. The School will determine the existence of such an emergency by considering the following criteria: Whether the person to whom the information is to be disclosed is qualified and able to deal with the emergency; whether the information is necessary for a prompt resolution of the emergency; whether the seriousness of the threat to health and safety of students or other individuals warrants the disclosure of the information.
2. The School may include in a student's educational records disciplinary actions taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the School community.
3. May disclose such information to teachers and School officials who have a legitimate educational interest in the student's behavior.
4. May disclose such information to teachers and School officials in other schools if they have a legitimate educational interest in the student's behavior.

I. The disclosure is to the parent of a student or to the eligible student.

J. The disclosure is information which has been designated by the School as "directory information" and the procedures regarding disclosure of directory information have been followed.

Section 15.09 Conditions Relative to Special Education Student Records Only

Records of students in special education programs will be kept by specifically designated School employees who will receive training in the confidentiality policies and procedures required in the collection, storage, disclosure and destruction of student records. The School shall maintain, for public inspection, a current listing of the names and titles of all employees who have access to personally identifiable information.

Parental consent must be obtained (1) before personally identifiable information is disclosed for any purpose other than meeting a requirement under this section (i.e., legitimate educational interest) or (2) if the information is to be disclosed to anyone other than officials of

participating agencies who collect or use the information under IDEA or (3) whenever disclosure with parental consent is required under FERPA. The School shall inform the parents when personally identifiable information is no longer needed to provide educational services to the child. If the parent so requests, the information will be destroyed. However, basic identifying data, attendance data and academic data may be retained by the School.

Section 15.10 Records of Access Requests

The School will keep a log of all access requests with each student record. The log will include the name of the individual or organization making the request; the purpose or reasons for the request; the date of the request and whether or not the request was granted. The log will be maintained as long as the student's education record is maintained by the School.

If the School releases information to third parties with the understanding that the requesting party will disclose the information to additional parties, then the log must also include the names of the additional parties and the legitimate interests which each of these additional parties has in obtaining that information.

No record will be kept if the request was made by:

1. The parent or eligible student.
2. An authorized School official with a legitimate educational interest.
3. A party who has the written consent of the parent or eligible student
4. A party seeking directory information.
5. A party seeking the records pursuant to a Federal grand jury or other law enforcement subpoena and the Court has ordered that the existence or contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

Section 15.11 Destruction of Student Records

Records other than those containing basic identifying data, attendance data and academic data will not be destroyed. After five (5) years of being inactive, student records will be archived at the Office of Trust Records/Indian Affairs Records Management.

Section 15.12 Notice to be Placed on Records Released

All records released to any party outside of the School shall have attached to every page, or placed upon every page, a notice stating:

“This student record is released to you on the specific condition that you will not permit any other party to have access to the information contained herein without the specific written consent of FIRST MESA ELEMENTARY SCHOOL.”

The School shall not consent to such secondary access unless and until the eligible student or the parent of the dependent student shall have executed a consent to such secondary access in writing.

Section 15.13 Standards for Creation of Student Records

- A. Student records shall contain only information concerning a student which is relevant and necessary to the accomplishment of the educational and personal welfare of the student and is authorized by law.
- B. Student records which are used to make any determination concerning a student shall be maintained with such accuracy, relevance, timeliness, and completeness as is reasonably necessary to assure fairness to the student.
- C. Information which is or may be used in determining a student’s rights, benefits or privileges under any program, grant or contract, shall be collected directly from the student or his or her parent, to the greatest extent possible.

Section 15.14 Secure Maintenance of Records

- A. All student records shall be maintained with appropriate administrative, physical or technical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any student on whom such information is maintained.
- B. All permanent student records shall be kept and maintained in a locked container under the direct and immediate supervision and control of the Chief School Administrator or designee.
- C. Temporary student records and copies of permanent student records shall be kept and maintained by the Chief School Administrator or designee.
- D. All student records which are physically maintained in written form shall be so maintained subject to the following safeguards:
 - 1. All areas in which the student records are maintained or regularly used shall be posted with a warning set forth in Appendix D to this Section.
 - 2. During working hours, the area in which the student records are maintained or used shall be occupied by authorized personnel, or access to the student

records shall be restricted by their storage in locked metal file cabinets or a locked room.

3. During non-working hours, access to the student records shall be secured and restricted by their storage in locked metal file cabinets or a securely locked room to which no keys are available but to authorized personnel.
- E. All student records which are electronically stored in a computer systems shall be maintained in a manner by which access shall be restricted by physical lockout of the computer or by access which is limited to a password known or available only to authorized personnel. All student records, so kept or maintained in a computer system, shall be recorded daily on a computer floppy disk, which shall be maintained with the same security required for physical records.
- F. All authorized personnel shall be, not less than annually, provided with a review of the security requirements contained herein by the Chief School Administrator or his or her designee.

Section 15.15 Standards of Conduct for Authorized Employees

- A. No employee may disclose the information contained in, or provide or permit access to, student records unless that disclosure or access is permitted by this Manual or is made to the parent of a dependent student or to an eligible student to whom the record pertains.
- B. Every employee whose duties require or permit handling of student records shall, at all times, take care to protect the integrity, security and confidentiality of student records.
- C. No employee may alter or destroy a student record unless:
 1. Alteration or destruction is properly undertaken in the course of the employee's regular duties or is specifically authorized by the Chief School Administrator.
 2. Alteration or destruction is required by order of a court of competent jurisdiction.

APPENDIX XV - A

Notice to Parents and Eligible Students

Dear Parent/Eligible Student:

If you need to have this letter translated, please contact the Chief School Administrator.

The FIRST MESA ELEMENTARY SCHOOL Governing Board has established a written policy governing confidentiality of student records, pursuant to the Family Education Rights and Privacy Act, 20 U.S.C. §1232(g) and 34 C.F.R. Part 99 and the Individuals with Disabilities in Education Act, 20 U.S.C. §1400 *et seq.* 34 C.F.R. §300.500 *et seq.* Copies of the relevant policies are provided to the student. Additionally, copies are available in the administrative office.

The student records maintained by the School include identifying data, attendance data, and academic data as well as health data, incident reports and psychological evaluations and reports. These records are located at the administration office under the supervision of a designated School employee. Generally, these records are available to teachers and staff members working with a particular student and assist the teacher and staff member in providing appropriate educational services to the student. You have the right to inspect and review any and all educational records maintained by the School and pertaining to your child. If you would like to inspect and review your child's record or, in the case of an eligible student, if you would like to inspect and review your own record (except for medical and mental health records), you must submit a written request to the School administrative office. The School will comply with your request within a reasonable time but, in any event, within forty-five (45) days of the date of the request.

The School is not required to give an eligible student access to his/her mental health or medical records. However, the eligible student may have the records reviewed by a physician or other professional of the student's choice, with the written consent of the student.

The School will charge a reasonable copying fee unless the imposition of such a fee would prevent you from exercising your right to inspect and review the records. In extraordinary circumstances, when it is not feasible for you to come and inspect the records personally, the School will mail a copy of those records to you at the address provided by you.

If you believe that information contained in the records is inaccurate or misleading, you may request that the records be amended. Your request must be in writing, contain the specific information which you believe to be inaccurate or misleading and must contain the reasons why you believe the information is incorrect or misleading. If, after a review of the records, the School does not agree with your conclusion that the record should be amended, you have the right to request a hearing on that issue. The hearing will be conducted by an individual who does not have a direct interest in the outcome of the hearing.

The School has designated the following information as "directory information": student's name, address, telephone listing, date and place of birth, the names of the student's parents, the student's grade, the student's extracurricular participation, the student's achievement awards and honors,

the student's weight and height, if a member of an athletic team, the student's photograph, the school or school district the student attended before enrollment at this School.

You have the right to refuse permission for the School to use the above-designated "directory information", or parts of it, with respect to your child. In that case, you must notify the school of your refusal, in writing, within two (2) weeks from the beginning of the school year, or if your child enrolls after the beginning of the school year, within two (2) weeks from the date of enrollment. NOTE: If the School does not receive written notification from you within this two (2) week period, the School will assume that it has your permission to use the above-designated information.

If you believe that the School is violating public school records policies and procedures, you should immediately contact a School official. The School will promptly investigate your complaint and take corrective action, if necessary. You also have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, DC.

If your child is receiving special education and services, the School will inform you when personally identifiable information is no longer needed by the School to provide services to your child. This information will be retained by the School for a period of two (2) years after the date your child was last enrolled in the School.

NOTE: Although destruction of this information is the best protection against unauthorized and improper disclosure, these records may be needed in the future for social security or other benefits.

APPENDIX XV - B

Notice of Directory Information

FIRST MESA ELEMENTARY SCHOOL will be publishing directory information on students. As an eligible student or parent of a dependent student, you are entitled to notice of this intended publication and of the categories of information about you or your child that may be published as a part of that directory information.

It is not necessary that you provide your consent to the publication of this information. However, if you object to this information being included as it relates to you or your child, you may notify the Chief School Administrator and that information will be excluded from publication. Below are the categories of information about you or your child that may be published.

- | | |
|-------------------------|---------------------------|
| ➤ Name | ➤ Address |
| ➤ Telephone listing | ➤ Date and place of birth |
| ➤ Major field of study | ➤ Activities and sports |
| ➤ Date(s) of attendance | ➤ Awards received |
| ➤ Tribal affiliation | ➤ Area affiliation |
| ➤ Agency affiliation | ➤ Village affiliation |
| ➤ Name of parent(s) | ➤ Sex |
| ➤ Grade classification | |

If you have any questions, please give the Chief School Administrator an opportunity to speak with you. You are welcome to call or visit at any time during regular business hours.

APPENDIX XV - C

CONSENT TO RELEASE OF INFORMATION

I hereby authorize FIRST MESA ELEMENTARY SCHOOL and consent to the release of the information specified below from the student records of:

I understand that the record or records of the above-named student to be released are as follows:

I understand that the reason or reasons for the release of this information are as follows:

I understand that this information/record will be released to the following party(ies) and to no other parties without my further express consent and authorization:

This release shall be valid for one year from the date of execution.

Signature of parent/guardian of eligible student

Date of consent

APPENDIX XV - D

Posted Area Notice

THIS IS AN AREA IN WHICH STUDENT RECORDS ARE MAINTAINED AND REGULARLY USED. ACCESS TO THOSE RECORDS IS LIMITED TO AUTHORIZED PERSONNEL.

1. Personnel authorized to handle student records shall, at all times, take care to protect the integrity, security and confidentiality of student records.
2. No authorized personnel may disclose the contents of student records unless such disclosure is authorized by the Student Records Policy and Procedure Manual.
3. No authorized personnel may alter or destroy a student record unless:
 - a. Alteration or destruction is required by an authorized administrative decision by the Chief School Administrator.
 - b. Alteration or destruction is required by the order of a court of competent jurisdiction.
4. Any person may be subject to a criminal penalty imposed by law for the unauthorized disclosure of student records.
5. Unauthorized disclosure, alteration or destruction of a student record may also be the subject of disciplinary action pursuant to the School's Policy and Procedure Manual.

ARTICLE XVI. FIELD TRIPS

Section 16.01 General

Student field trips are encouraged and recognized as an effective learning device; however, field trips present additional concerns for the student and the School. During field trips, every effort should be taken for the protection of the health, safety and welfare of the student and the security and good reputation of the School.

Section 16.02 Documents Necessary for Field Trip Approval

- A. The prospective Field Trip Sponsor shall submit to the Chief School Administrator for appropriate consideration the following completed forms:
 - 1. Field Trip Request Packet that will include but not be limited to: education purpose of trip, destination, date of trip, and persons requesting the trip;
 - 2. Vehicle(s) Request Form that will include but will not be limited to: destination, date of trip, person(s) requesting trip and number of persons that will be on the trip.
 - 3. A complete prospective itinerary will be given to the Facilities Manager and the Chief School Administrator 10 days prior to the trip. No changes to the itinerary will be permitted during the actual trip or within five (5) days prior to the commencement date of the prospective field trip.
 - 4. No itinerary changes may occur during the actual trip, unless a documented emergency arises as described in Section 16.07(A).
 - 5. A completed field trip packet that includes a list.
- B. All of the above required forms shall be submitted to the Chief School Administrator not later than forty-five (45) days prior to the commencement date of the prospective field trip, for those field trips requiring the approval of the Governing Board, in order to allow adequate time for reasonable consideration of the request.
- C. In the event it becomes necessary to alter the itinerary submitted to the Governing Board, after approval, and such alterations concern only the dates or other logistical details of the field trip, such alterations may be made with the approval of the Chief School Administrator and need not be again submitted to the Governing Board for further consideration.
- D. All field trips will require a completed list of professional, paraprofessional staff, chaperones, students, transportation request, parental permission and itinerary.

- E. For non-overnight in state field trips, all the required forms shall be submitted to the Chief School Administrator not later than fifteen days (15) prior to the commencement date of the prospective field trip in order to allow adequate time for reasonable consideration of the request.

Section 16.03 Documents Necessary Prior to Commencement of the Field Trip

- A. In the event a request for a field trip has been approved, then, immediately prior to the actual commencement of the trip, the following completed forms shall be submitted by the Field Trip Sponsor to the Chief School Administrator.
 - 1. A completed parental permission form for each and every student participating in the field trip which authorizes such participation. Field trips must be covered by a specific permission form which advises the parent or guardian of the itinerary and intended functions of the field trip.
 - 2. A completed Student Participation Form showing all students which were authorized to participate in the field trip, confirming the parental permission, and confirming each of those authorized students who actually Governing Boarded the transportation vehicle(s) to participate in the field trip.
 - 3. Complete medication data on all students requiring medication and the designated person who will be authorized to administer the medication.

Section 16.04 Requirements

- A. No field trip shall be approved unless, in addition to all other requirements contained herein, it provides for the following:
 - 1. Adequate and reasonable provisions for both a backup vehicle and a backup driver be made for the field trip.
 - 2. That the Field Trip Sponsor participate fully with the students during the field trip; that no Field Trip Sponsor travel except in a vehicle which is being used to transport students.
 - 3. That the itinerary provide, to the extent reasonable under the circumstances of the field trip, a balanced diet for all students which includes both new and more common dining experiences.
 - 4. That, in the event the parent or guardian of a participating student wishes to make alternative travel or visitation arrangements for the student as a part of his or her experience, such matters be reduced to a written agreement and approved by the Chief School Administrator.

5. That proper attire for the trip be worn. To that end, the Field Trip Sponsor shall notify all parents, well in advance of the trip, in the event any special or different attire will be required by the students.

Section 16.05 Duties of Field Trip Sponsor

- A. The Field Trip Sponsor has responsibility for and has authority to determine and regulate all student conduct and discipline; to determine and regulate the duties of all professional and paraprofessional staff and chaperones; to procure all necessary and reasonable services, supplies, equipment and transportation; and to do all things necessary and proper for the safety and welfare of the students while conducting the field trip.
- B. The Field Trip Sponsor shall provide standards of conduct which govern the conduct and activities of the students participating in the field trip not otherwise provided in the student handbook and which are necessary and proper for the orderly, safe and enjoyable participation in the field trip.
- C. The Field Trip Sponsor may enforce discipline with regard to a violation of those standards of conduct as to any student on the field trip.
- D. The Field Trip Sponsor may provide specific duty schedules for the professional and paraprofessional staff and chaperones participating in the field trip. In the absence of any specific duty schedules for the professional and paraprofessional staff and chaperones, every chaperone shall be presumed to be on duty and subject to the call of the Field Trip Sponsor at all times during the field trip. The Field Trip Sponsor must be able to locate each student at any point in time.
- E. The Field Trip Sponsor shall provide and arrange for emergency medical services to be available at all times for all participating students and professional and paraprofessional staff and chaperones during the field trip.
- F. The Field Trip Sponsor shall have a cell phone so he or she can contact the school and/or parents when the need arises. Cell phones shall be used for authorized purposes only and shall not be used to make private or personal calls. The Field Trip Sponsor is responsible for the use of the cell phone during field trips.

Section 16.06 Duties of Professional and Paraprofessional Staff and Chaperones and Other Staff Persons Providing Services During a Field Trip

- A. All professional and paraprofessional staff and chaperones and other staff persons providing services during a field trip shall abide by and be subject to discipline for the violation of the disciplinary provisions of the FIRST MESA ELEMENTARY SCHOOL Policies and Procedures Manual.
- B. All professional and paraprofessional staff and chaperones and other staff persons providing services during a field trip shall conform their conduct to any standards of conduct provided by the Field Trip Sponsor governing the conduct of students so that each shall provide a role model of those standards for the students.
- C. All professional and paraprofessional staff and chaperones and other staff persons providing services during a field trip shall be subject to the call of the Field Trip Sponsor and shall, at all times, respond to the needs of the students participating in the field trip. Criteria to be considered in determining the number of chaperones needed are, for example, the age of the students, distance to be traveled, nature of the field trip activities, and safety requirements. At least one adult chaperone must be available to handle emergencies or other matters that develop and must not be assigned a group of students without another adult who could take charge of the group if necessary.
- D. The Field Trip Sponsor and the bus driver shall have a complete student list of all students participating in the field trip. Students will be checked against this list at each boarding of and disembarking from the bus or other vehicle in which the students are transported.
- E. **SCHOOL BUS CHAPERONE**

POLICY STATEMENT

While the school bus driver is responsible for the safe transportation of all students on the bus, the chaperone accompanying the group is responsible for the behavior of the group while on the bus, and for assisting the bus driver in maintaining appropriate behavior.

The chaperone, whether or not a teacher, is responsible to the Chief School Administrator.

Summary of Role

- The chaperone will sit to the rear of the bus in order to maintain control and provide maximum assistance to the driver. Where there are two or more chaperones, one should sit at the center of the bus.
- The chaperone will compare the list of student names attached to the trip

request/approval form with the actual student attendance before the trip departs. The chaperone will maintain control over the adjusted attendance list and, in the event of an emergency where bus evacuation is necessary, check to ensure that each student is accounted for.

Section 16.07 Conduct of Field Trip

All field trips shall be conducted in conformity with the following standards:

- A. Field trips shall be conducted without significant departure from the approved itinerary. In the event of an emergency, a significant departure from the approved itinerary is required, immediate notice shall be provided to the Chief School Administrator by the Field Trip Sponsor or his or her designee. For this purpose, a significant departure from the itinerary shall be defined as any departure which prevents the School from contacting a member of the field trip at any time or place designated by the itinerary.
- B. Field Trips shall provide for the safe and adequate and reasonable transportation, lodging, meals and activities consistent with the goals and approved itinerary for the field trip.
- C. No students shall be or remain without adequate adult supervision while on the field trip.
- D. Field trips shall be conducted in a manner that promotes a positive image of the School and its students.

Section 16.08 Return of Students From a Field Trip

- A. A field trip which returns to the School during a normal school day shall return the students to their scheduled classes.
- B. Field trip personnel, returning from a field trip which arrives at the School after the normal school day or on a weekend, shall transport students to their homes or be released to the custody of a parent, guardian or such other person as is specifically named in the permission slip.
- C. No student, upon returning from a field trip, shall be released without adequate supervision by a person identified above.

Section 16.09 Documentation of Field Trip

- A. A completed Student Participation Form which confirms the return and release of every student which participated in the field trip shall be delivered by the Field Trip Sponsor to the Chief School Administrator within one (1) working day after the return of the field trip.

- B. A report shall be completed by the Field Trip Sponsor within five (5) working days which summarizes the field trip and includes a report of any instances of student or staff disciplinary problems, medical problems, transportation problems and recommendations for future field trips.

Section 16.10 Day Field Trips

- A. Day Field Trips are those that do not include an overnight stay. No additional compensation shall be paid to any staff person for services rendered relative to a day field trip. Day Field Trips are part of the professional staff's duties and responsibilities and they shall receive no additional compensation for participating in such trips. Other staff members who are involved in Day Field Trips shall be paid pursuant to these policies. Expenses as defined at Policy 16.11 shall be paid for staff and parent chaperones who accompany students and provide services relative to the field trip. As stated in Policy 16.11, all parents must have completed a background check prior to participating in the field trip.

Section 16.11 Extended Field Trips

- A. General-Extended Field Trips may only take place at the end of the regular school year and before the beginning of the next school year. For the purposes of this policy only "Extended Field Trips" are defined as any field trip that would require a student to miss more than three (3) consecutive School days and are limited to field trips for Sixth Grade students.
- B. Maximum Length of Trip. Extended Field Trips or any other field trips will not exceed five (5) consecutive calendar days in length for Sixth Grade students.
- C. Payment of classified/hourly staff members for accompanying students on an extended field trip shall be limited as follows:
 - 1. They shall be paid at their hourly rate.
 - 2. They may be paid up to 8 hours only. There shall be no payment beyond 8 hours.
 - 3. Payment shall only be made for providing chaperone services on work days. Classified/hourly staff members will not be paid for providing chaperone services on days they do not work such as weekends.
- D. Parents shall not be paid for providing volunteer chaperone services. Parent chaperones must have background clearances completed (30) days prior to providing services and relative to and prior to going on the field trip.
- E. Cost for the field trip shall be paid by the school unless otherwise directed by the Governing Board.

Section 16.12 In-School Provisions

Appropriate educational accommodations will be made for those students who are not participating in field trips.

ARTICLE XVII. TRANSPORTATION POLICIES

Section 17.01 General

The health, safety and welfare of all students and staff shall be the primary concern in all transportation matters. All transportation-related duties shall be performed with this in mind. Other general policies to be considered relative to the subject of transportation are protection of the School from liability, efficient service of the School's transportation needs, protection of School assets through proper maintenance and use and ensuring the staff is properly trained, licensed and certified to perform transportation functions.

Section 17.02 Definitions

A. Actual Authority. The authority to conduct transportation which is granted either by the express written conditions of a grant of that authority or by the express terms of the position description applicable to the duties of the employee conducting the transportation.

B. Authority. The Authority, either actual or implied, to conduct transportation.

C. Employee. For purposes of this Manual only, an employee shall be defined as any person employed by the School under long-term or temporary contract of employment, as a consultant or independent contractor, or who is an officer or official of the FIRST MESA ELEMENTARY SCHOOL.

D. Implied Authority. The authority to conduct transportation which is a reasonable and necessary element of the function of the position or duties of the employee or an exigent circumstance involving the safety of a student where failure to transport that student would, in some way, violate the duty of the School to that student.

E. Real and Immediate Emergency. A condition or circumstance, involving a student as defined herein, in which the welfare of the student is immediately endangered by that condition or circumstance.

F. Student. Any person who is enrolled as a student in FIRST MESA ELEMENTARY SCHOOL.

G. Transportation. The act of operating a vehicle on or away from the FIRST MESA ELEMENTARY SCHOOL campus under the actual or implied authority of the School while conducting the business of the School.

Section 17.03 Licensing and Certification

No vehicle operated under the authority of the School, whether a personal vehicle used for School business or a vehicle under the control of the School, shall be operated for purposes of transportation unless the operator thereof possesses all licenses and certification necessary to the operation of the vehicle in the manner and for the purposes intended by the authority granted.

- A. Any person whose primary duties of employment directly and substantially involve the transportation purposes of the School and whose required license or certification is revoked, suspended or expires without renewal, shall immediately notify his or her supervisor of such fact. The Supervisor shall notify the Chief School Administrator, who shall bring the matter before the Governing Board at its next regular meeting.
- B. The Governing Board shall terminate the employment of any person whose position description requires a current license to operate a motor vehicle if that person's required license or certification is revoked, suspended or expires without renewal. Such a person whose required license or certification is revoked, suspended or expires without renewal is in violation of this policy and shall be terminated.
- C. In circumstances in which Hopi, federal or Arizona law requires that a person possess a current valid CDL in order to operate a certain vehicle, no person may operate such a vehicle without such a valid, current CDL and such other licenses and certifications as may be required.

Section 17.04 Vehicle and Operator Insurance

- A. All vehicles owned or leased by the School shall be fully insured by the School for all transportation purposes.
- B. Any personal vehicle used for School business shall be fully insured by the owner thereof prior to its use for the transportation purposes of the School.

Section 17.05 Vehicle Operation and Use

- A. No vehicle shall be used for the transportation purposes of the School unless such vehicle shall be in a good and safe operating condition and shall have all safety equipment installed and operating as required by law.
- B. Immediately prior to the operation of a vehicle to be used for the transportation purposes of the School, the operator of the vehicle shall inspect the vehicle to assure that the following equipment is present and in good working order:

1. Headlights and dimmer switch, turn signals, backup lights, brake lights and taillights.
 2. Emergency brake.
 3. Windshield wipers.
 4. Seatbelts for all intended passengers.
 5. Tires, including spare.
 6. Equipment for changing a tire on the road.
- C. Immediately upon commencing operation of the vehicle and during continuous operation, the operator of the vehicle shall give reasonable attention to the following:
1. Safe and adequate operation of the braking system for the vehicle.
 2. Instrument indication of low oil pressure or excessive engine heat.
 3. The continued proper operation of all safety equipment.
- D. No vehicle shall be operated for the transportation purposes of the School in any unlawful manner and shall, at all times when engaged in the transportation purposes of the School, be operated in a safe, prudent and cautious manner.
- E. Any person who is charged, convicted or enters a plea of guilty or no contest to a charge of operating a vehicle in an unlawful manner, while said vehicle was engaged in the transportation purposes of the School, shall report that fact to the Chief School Administrator within two (2) working days after said charge, and again within two (2) working days after a plea or conviction.
1. Such notice shall be in writing and shall include a copy of the original citation or charging instrument and a statement of the person describing the circumstances which resulted in the charge, including any exculpatory information which the employee may wish to include.
 2. The Chief School Administrator may, based upon said information, determine that the employee no longer be permitted to engage in the transportation purposes of the School.
 3. If, as a result of the determination of the Chief School Administrator, the employee is no longer able to fulfill a primary and necessary duty of his or her employment, that employment may be declared by the Governing Board to have expired pursuant to the *School's Policies and Procedures Manual*.

- F. **PREMIUM GAS IS NOT ALLOWED TO BE PURCHASED OR PUT INTO FMES/GSA VEHICLES. ANY STAFF OR GOVERNING BOARD MEMBER WHO REPLACES PREMIUM GAS IN AN FMES/GSA VEHICLE SHALL BE RESPONSIBLE FOR PAYING FMES ONE HUNDRED (100%) PERCENT OF THE COST OF SAID GAS. ANY SUCH COST MAY BE DEDUCTED FROM AMOUNTS OWING TO ANY SUCH PERSON.**

Section 17.06 Transportation Involving Students

- A. The transportation of any student, which is the result of the planned operation of the School, shall be undertaken only upon the actual authority of the School granted to an employee. Any employee may, with implied authority, transport a student when the reason requiring such transportation constitutes a real and immediate emergency.
- B. No student enrolled in this School will be transported, at any time or for any reason other than a reason constituting a real and immediate emergency, except in a vehicle designed, constructed and equipped to carry a passenger in safety and in full compliance with law.
- C. No student enrolled in this School will be transported, at any time or for any reason other than a reason constituting a real and immediate emergency, in any space or part of a vehicle which is not designed, constructed and equipped to carry a passenger in safety and in full compliance with law.
- D. The operator of a vehicle engaged in the transportation of a student or students is directly responsible for the safety of the student or students.
- E. The operator of a vehicle engaged in the transportation of a student or students is directly responsible for the discipline and control of the student or students and is authorized to enforce such necessary and reasonable discipline and to report a violation of the discipline to the proper authority pursuant to the School's Policies and Procedures Manual.
- F. The operator of a vehicle engaged in the transportation of a minor student or students shall not permit any such student to disembark from the vehicle except to or into the custody and supervision of a responsible adult excepting only:
 - 1. When such student or students are directed to disembark at a school building when school or the services of that building are in session; or
 - 2. At their home when the operator has no reason to anticipate that such disembarkation will in any way compromise the safety of the student.
- G. It is the parent's responsibility to promptly pick-up their students at bus drop-off sites. Buses will not remain at drop-off sites after students have disembarked from the bus. Bus drivers are required by school policy to drop off students at designated sites only and to leave the drop-off site immediately after the students disembark from the bus. These rules apply for regular bus runs and activity runs.

Activity bus runs (bus service associated with a school extra-curricular activity) will be conducted pursuant to the above noted policy. A block time (range of time) will be established for each activity bus service and publicized. It shall be the parent's responsibility to become informed of this block time (either by calling the

School, or otherwise obtaining the times) and to be at the site during that range of time. If the bus should be late, it is the parent's responsibility to wait for its arrival. In climate weather and other conditions may make it impossible to arrive at the site at the scheduled time. If parents fail to pick-up their students at the site at the appropriate time, two (2) times within the school year, the student will be dropped from the activity.

It remains the parent's responsibility to insure that their student/child is picked-up at the time that the student disembarks from the bus. It is impossible for the School to adjust for each individual student; therefore, school bus drivers are under orders to drop-off students at the designated points at the designated times and proceed with their duties. To reiterate, it is then the parent's responsibility to pick-up their child/student at that point, at that time.

Section 17.07 Vehicle Repairs While Engaged in Transportation

- A. Private vehicles being used by an employee while engaged in the transportation purposes of the School shall be repaired at the expense and under the authority and responsibility of the operator.
- B. An employee who is engaged in the transportation purposes of the School and who is operating a vehicle which belongs to or is being operated under the custody of the School shall first contact an authority of the School and notify them of the need for repairs or assistance. If the School is unable to reasonably provide the necessary assistance and/or repairs, the operator is hereby authorized to obligate the School for the reasonable cost of such repairs and/or assistance.
- C. In the event repairs or assistance are reasonably required while engaged in the transportation of a student or students, the operator is further authorized to obligate the School for the reasonable cost, and is required to provide for such student or students all such services and facilities as may be necessary for their welfare while such repairs or assistance is being rendered.

Section 17.08 Transportation Expenses

- A. An employee who is engaged in the transportation purposes of the School, under actual authority, and who is operating a private vehicle, shall be paid or reimbursed the expenses of providing that transportation at a standard rate per mile, which rate shall be determined by the Governing Board. It is considered and intended that payment of that rate per mile for transportation shall fully compensate the employee for the cost of operating, normal wear and tear and insurance for that vehicle while engaged in the transportation purposes of the School.
- B. The School shall pay the actual reasonable expenses of operation, maintenance and repair of all vehicles owned or leased by the School or any department thereof.

Section 17.09 Accidents Involving Property Damage or Personal Injury

- A. Any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School shall be reported, as soon as possible, to an authority of the School and to an appropriate law enforcement agency where required by law.
- B. In any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School which involves personal injury, primary and immediate attention shall first be given to rendering or obtaining for those persons such aid, care or assistance as may be reasonable under the circumstances.
- C. In any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School which involves damage to the property of the School, or which exposes such property to consequential damage or loss, attention shall then be given to the protection and/or repair of that property.
- D. In all accidents requiring the attention of a law enforcement authority, the scene of the accident shall be maintained as closely as practicable to its condition immediately after the accident. All employees present at the time of the accident shall cooperate fully with law enforcement authorities and the direction of authorities of the School. A School Accident Investigation Report form shall also be completed by the operator of the School vehicle.

Section 17.10 Specific Implementing Procedures

- A. Not later than thirty (30) days after the adoption of this Manual by the Governing Board, the Chief School Administrator shall designate a person to draft proposed specific procedures which detail the routine safety inspection for all vehicles owned or leased by the School. Said draft shall be submitted thirty (30) days after said assignment.
- B. Not later than thirty (30) days after the adoption of this Manual by the Governing Board, the Chief School Administrator shall designate two (2) persons to draft proposed specific procedures concerning the operation and safety of School buses. Said draft shall be submitted to the Chief School Administrator within thirty (30) days of the assignment.
- C. In addition to the above, any department or function may develop such specific transportation procedures, consistent with the provisions of this Manual, as may assist in the operation of the department or function as it relates to transportation.

Section 17.11 Approval of Specific Procedures

Such specific procedures as are developed shall be reviewed by the head of the department or function promulgating the procedures and, if approved, then submitted to the Chief School Administrator for his or her review. If approved by the Chief School Administrator, they shall be submitted to the Governing Board, and if approved, such procedures shall become immediately effective and shall be identified by the date of approval and effect. The original copy of the procedures shall be returned to the department promulgation then and a copy shall be placed among the collected policies and procedures of the School.

Section 17.12 Bus Driver And Operation Policy

A. POLICY STATEMENT

The FIRST MESA ELEMENTARY SCHOOL Governing Board recognizes that the school bus driver is the first representative of the school that most students meet each day. Bus drivers must have strong interpersonal and communication skills and demonstrate an attitude of respect and dignity on the school bus. An understanding of assertive discipline and behavior management techniques is important. The bus driver stands *in loco parentis* while students are under his or her care and control-- that is, the bus driver acts as a reasonable and prudent parent would in ensuring the safety of all students on the bus. When disciplinary action is necessary, the bus driver will follow the procedures outlined herein.

The school bus driver must adhere to all Hopi, Federal and applicable Arizona laws and regulations and school Governing Board policy governing the transportation of students, including all applicable speed limit laws.

The School Bus Driver is responsible to the Transportation Manager.

B. SUMMARY OF ROLE

1. General safety: The bus driver will inform students regarding regulations which affect their safety, stressing those which involve getting on and off the bus safely. It is the responsibility of the bus driver to allow students to get off the bus only when traffic conditions permit; that is, when the traffic is obviously going to obey the school bus red lights. A bus driver must not allow students to disembark when it is doubtful that traffic approaching from either the front or the rear is not going to obey the red lights.
2. Emergency/accident procedures: Be familiar with school bus emergency and accident procedures and train student leaders and helpers early in the school term on the emergency procedures.
3. Maintaining order: The driver of a school bus shall endeavor to maintain order among the students being transported and shall have authority to order a disorderly student to leave the vehicle, as set forth below, and shall report any misconduct by students and any such action by him to the appropriate school authorities on the Bus Behavior Referral form attached hereto as Appendix B. The Driver shall turn the Bus Behavior Referral form into his/her Supervisor as soon as is reasonably possible. The Driver's Supervisor shall provide the Bus Behavior Referral Form to the Chief School Administrator the same day or, if after normal business

hours, the day after the Supervisor receives the form from the Driver.

In the event of serious inappropriate behavior, the bus driver should ask a student to leave the bus only at the school or their own bus stop. If the bus driver chooses to return to the school with a student, he/she should inform the Chief School Administrator or his/her designate that the student has been returned to the school so that the parent/guardian can be contacted.

Only if the behavior is endangering the safety of the student or other students can a student ever be discharged at a place other than the school or home stop. It must be an extremely serious situation to do so and the driver must then immediately radio the school and/or go the nearest telephone and contact the Chief School Administrator to contact the parent/guardian. If the driver is unable to make contact at the school, he/she must make every effort to contact the parent/guardian directly and immediately.

4. Evacuation drills: The bus driver will practice bus evacuation drills at the beginning of the school term and at least twice more during the school year. The bus driver should also train student leaders and helpers to conduct a bus evacuation independently.
5. Backing up: The bus driver shall not back a school bus on school grounds unless under the supervision of a designated person. The driver will sound the horn at all times before backing a school bus.
6. Seating plans: The bus driver will prepare a seating plan if there is damage occurring to school bus seats, or if a seating plan would be an asset in managing student behavior. The bus driver should inform students at the beginning of the school term that cost of intentional damage to school buses will be invoiced to the parent/guardian.
7. Permission slips required: The bus driver will be provided with a written permission (signed and dated) from the parent/guardian before allowing a student to disembark at a stop other than their own home, or to transfer to another bus.
8. Unscheduled student passengers: The bus driver is under no obligation to permit unscheduled student passengers to travel on a school bus unless prior arrangements have been made by the parents/guardians and the carrying of additional passengers will not result in the bus being overloaded.
9. Bus stops: The bus driver will report requests for new stops to the manager of transportation immediately. The bus driver should not alter a bus stop in any way or assign a new one without consulting with his/her supervisor.
10. Communications systems: The bus driver will ensure that communication systems (i.e. radios and/or cell phones) assigned to buses remain in the bus and are in working order.
11. Reports: The bus driver will complete all required reports and forms, and submit them on time to the supervisor or designate.
12. On duty time: On duty time means all time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On duty time shall include but not be limited to the following:

- ❖ all driving time
- ❖ all time inspecting, servicing or conditioning the bus
- ❖ all time the bus driver is “on call” or “stand by” on or near the school premises and the employee cannot use his/her time freely
- ❖ all time spent in training required by the School (Does not include training required to maintain necessary license)
- ❖ lunchtime if less than 30 minutes
- ❖ rest periods of 20 minutes or less

13. Field trips: Drivers may only work a maximum of sixteen (16) hours of on duty time while on field trips and must have been off duty for eight (8) consecutive hours prior to working sixteen (16) hours. Ten (10) of these hours can be behind the wheel in control of the school bus.
14. School Bus Log Book: All bus drivers are required to keep a log book which must always be kept up to date. The log book shall accurately reflect the driver’s record of duty status, i.e., “on duty,” “off duty” or “on duty – not driving.” For each change of status, the date, time and location shall be noted. The driver shall also log the total daily miles driven. Entries may be made by the driver only. All entries must be legibly written. The driver shall certify to the correctness of all entries by signing the form containing the driver’s duty status record with his/her legal name or name of record. The log book shall always be available for inspection by the supervisor while the driver is on duty.
15. Drug and Alcohol Use and Testing: All bus drivers are drug tested prior to employment and are subject to random drug and alcohol testing. They may be subject to post-accident testing or testing upon reasonable suspicion. The procedure for drug and alcohol testing for holders of commercial driver’s licenses will be followed in all cases. See Section (6) and (7) of Appendix A set forth as “Prohibited Conduct” relative to Drug and Alcohol use. Violation of the “Prohibited Conduct” provision(s) is grounds for disciplinary actions up to and including termination.
16. This policy and the regulations, directions and prohibited conduct set forth herein are in addition to and not in place of other policies.

Section 17.13 Vehicle Use Policy

Governing Board members and employees of First Mesa Elementary School engage in activities on behalf of the school, which require transportation to other locations. To accomplish this transport safely, the school is committed to protecting both the vehicles and especially the people involved in these trips. Because of the hazards such transportation activities represent, the following policy has been instituted to preserve from harm both persons and property and to provide fair and safe usage of the school’s vehicles.

Use of Vehicles by Governing Board Members and School Employees

School vehicles may be used by individual Governing Board members and school employees while engaged in the scope and course of school business. The school maintains a “no deviation” policy.

Governing Board members and employees who use school vehicles for purposes outside this policy are considered to engage in unauthorized use of the vehicle and may have the privilege of using a school vehicle withdrawn or suspended as a result of such unauthorized use.

Passengers

Only individuals directly engaged in official school business (for example, employees, Governing Board members, agents of the school) may ride as passengers in a school vehicle. No other passengers, including family members or spouse are allowed to ride as passengers in a school vehicle.

Insurance

FIRST MESA ELEMENTARY SCHOOL has automobile insurance that covers employees driving or riding in a school vehicle. In the event of an accident where the school's employee is at fault, s/he will be required to pay for his/her citations for moving violation. Governing Board members who wish to use a school vehicle must provide their own insurance and must show proof of such insurance prior to being able to use a school vehicle.

Any employee, Governing Board member or agent traveling on behalf of FMES or on FMES business, must have a copy of a current valid driver's license and proof of insurance on file with the business office. Failure to comply with this provision is a basis for disciplinary action, up to and including termination of employment.

Reporting Accidents

Any type of accident must be immediately reported to the Chief School Administrator.

Driving Record

Governing Board members and employees required to drive on school business must possess a valid Arizona Driver's License and must comply with any restrictions. Additionally, Governing Board members and employees must have a good driving record. Governing Board members and employees whose driving record contains felony or criminal traffic violations within the last five (5) years or more than two (2) moving infractions within the last three (3) years or who were determined to have operated a vehicle while impaired by drugs or alcohol, or who were determined to have operated a school vehicle in a reckless, negligent or careless manner, may be disqualified from operating a school vehicle. Each driver wishing to use a school vehicle must complete a "FIRST MESA ELEMENTARY SCHOOL Authorized Driver" form.

Use of Tobacco, Alcohol and/or Drugs in Vehicle

Governing Board members and employees shall not smoke in school vehicles nor drive a school vehicle while under the influence of any alcohol or drugs.

Seat Belts

All drivers and passengers of school vehicles must wear a seat belt.

Use of Cell Phones

Drivers of school vehicles shall not use cellular phones while the vehicle is moving, unless such use is an emergency or the cell phone is equipped with “hands free” capability. Drivers should recognize the increased risk with the use of cellular phones while operating a vehicle. Drivers are responsible for the safe operation of the vehicle which they are driving even when using a cellular phone.

Fuel

Prior to traveling outside the community, drivers of school vehicles will obtain a gas credit card from the school administration and will purchase fuel using this card. Drivers will not receive any mileage reimbursement when using a gas credit card.

AUTHORIZED DRIVER REQUEST

Name: _____

Address: _____

Position: _____

Driver's License No.: _____

I certify that all the information above is correct and that I have informed my supervisor of any offenses on my driving record. I have read, understood and agree to comply with the Vehicle Use Policy. I agree to inform my supervisor should my license be revoked or suspended or should my driving record become impaired.

I understand that my failure to provide accurate information to my supervisor may result in disciplinary measures.

I understand that I am not allowed to put premium gas into an FMES/GSA vehicle and that if I do so, I must pay back to FMES One Hundred (100%) Percent of the cost of the premium gas.

Date: _____

Employee

Supervisor

APPENDIX XVII A

PROCEDURES FOR DRUG AND ALCOHOL TESTING

- (1) **Purpose.** The purpose of this policy is to deter the use of drugs and alcohol in the workplace by establishing standard procedures for drug and alcohol testing for all employees required to hold a Commercial Drivers' License in the performance of safety-sensitive functions.
- (2) **Authorization.** Employers of persons performing safety sensitive functions and holding commercial drivers' licenses are required to implement a drug and alcohol testing program pursuant to the Omnibus Transportation Employee Testing Act of 1991 (OTETA), regulations of the Federal Highway Administration (FHWA) contained in 49 CFR Parts 40 and 382, et al.
- (3) **Definitions.** Prohibited Substances or Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, misuse of legally prescribed or obtained prescription drugs. Failure of the covered employee to report the use of prescription or over-the-counter medications that warn of impairment in the operation of vehicles or heavy equipment or that contain controlled substances fall within the scope of the law and this policy.
 - (a) **Alcohol:** Alcohol use is the consumption of any beverage, mixture or preparation including any medication or product containing alcohol.
 - (b) **Covered Employees:** Covered employees include those School employees who perform safety sensitive functions by operating vehicles that require a Commercial Drivers' License by federal requirements.
- (4) **Application.** This policy applies to all School employees who are required to hold a Commercial Drivers' License as a condition of employment and/or who perform safety sensitive functions. Specifically, the federal requirement to hold a Commercial Drivers' License and to fall within the covered employee category of this policy applies to employees who drive vehicles over 26,000 pounds GVR or, vehicles originally designed to carry 16 or more passengers (including the driver) or, vehicles carrying hazardous material. The requirement to be covered under OTETA and this policy includes those employees who voluntarily maintain Commercial Drivers' Licenses and only occasionally operate the vehicles described above.
- (5) **Enforcement Authority.** The Chief School Administrator or the Chief School Administrator's designee shall determine when testing shall take place under these procedures and shall ensure enforcement of these policies. All administrators and supervisors are responsible for reporting all violations of these policies to the Chief School Administrator or designee, and, further, for making recommendations to the Chief School Administrator or designee for testing when they deem appropriate or required under these policies. All Administrators are required to identify covered employees within their areas of responsibility and to keep the Chief School Administrator or designee advised of current names and position descriptions covered by OTETA.

(6) **Prohibited Conduct.** Prohibited Substances or Drugs: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, including prescription medications or over-the-counter medications.

(a) **Alcohol:** No covered employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of BAC.02 or greater. An OTETA covered employee who has a blood alcohol count of 0.02 but less than 0.04 shall not perform safety sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. A blood alcohol content at or above 0.04 is deemed to be positive. No covered employee shall use, have in possession, or have on their assigned vehicle, alcohol as defined in this policy and as applicable to OTETA. No driver shall perform safety-sensitive functions within four hours after using alcohol.

Failure of an employee to submit to or report for any required drug or alcohol test is considered a positive test in accordance with this Policy and Federal Highway Administration (FHWA) Regulations. Employees are expected to cooperate fully in providing specimens and explanations which may be subsequently required by this Policy. Failure to provide specimens, attempts to contaminate specimens or otherwise interfere with School procedures shall be considered as positive tests. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug or alcohol test, or who tests positive, in addition to the above, may forfeit his or her eligibility for any Worker's Compensation medical and indemnity benefits. The School group medical insurance may not cover injuries sustained in the course and scope of employment if an employee refuses to submit to a drug or alcohol test or tests positive.

(7) **Consequences of Prohibited Conduct.** It shall be the policy of the School that employees who engage in the prohibited conduct described in this or other FIRST MESA ELEMENTARY SCHOOL Policies or the Statutes and Regulations that require this drug and alcohol testing program, shall be subjected to disciplinary action which may include termination of employment.

Prior to termination, the FHWA requirement for evaluation by a designated Substance Abuse Professional (SAP) may be conducted and the individual employee may be advised of any recommended rehabilitation. Failure by the employee to appear at the scheduled SAP appointment shall constitute a waiver of the offer to be evaluated by a SAP prior to dismissal.

TREATMENT AND NOTICE REQUIREMENTS

Notice to Affected Employees: School will communicate to all covered employees prior to conducting drug and alcohol testing and provide the reasons for conducting said test(s). School shall provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

Education and Training: School shall provide educational materials that explain the requirements of the program and its policies and procedures with respect to meeting the requirements.

Notice to Physicians: Covered employees are required to notify attending physicians that they perform safety-sensitive functions and that they are subject to drug and alcohol testing. Employees are encouraged to request medications that will not impair their ability to perform their safety-sensitive functions.

Covered Employee Mandatory Notice to Supervisor: Covered employees are required to notify their supervisor of their taking prescribed or over-the-counter medications containing controlled substances or alcohol. The supervisor receiving such notification shall ensure the immediate cessation of safety sensitive duties for that employee. If non-safety-sensitive duties are available, the covered employee may be temporarily assigned those duties instead of sick leave at the discretion of School.

Treatment Information: Each covered employee who engages in prohibited conduct shall be evaluated by a substance abuse professional designated by the School who shall determine what assistance, if any, the employee needs in resolving problems associated with use of prohibited drugs or alcohol misuse. The decision to seek further assistance in resolving problems associated with the use of prohibited drugs or alcohol misuse shall be the individual employee's. The school's financial obligation is limited to the evaluation by a substance abuse professional, selected by the school to conduct such evaluations.

TESTING AND ANALYSIS

It is the intent of the School to comply with all alcohol and controlled substance testing procedures contained in 49 Code of Federal Regulations Part 382, 291, 192, and 395. The School recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability.

Employees directed to participate in any of the required testing shall be in a pay status from departure from the workplace to the test facility, while waiting for testing, and while traveling directly back to the workplace, regardless of the reason for the testing.

The testing laboratory shall use a split sample procedure. The first sample is used to measure the presence of the controlled substances and the cost of this test is borne by the School. The second, split sample, is available at the covered employee's request upon notification by the Medical Review Officer of a positive reading. The decision to conduct the split sample (confirmation) test is solely the employee's and the option to conduct the test is offered prior to the School's notification of a positive test. All that is required as confirmation in the split sample test is a mere trace of controlled substances. The cost of the split sample test shall be borne by the covered employee requesting its use.

The following are conditions under which testing may be conducted as required by School Policy, Federal regulations or when circumstances warrant.

1. Pre-Employment Testing

All applicants for employment for positions that meet the covered employee definition and who meet the requirements stated under "Application" of this policy must be tested before being hired, or after the offer to hire but before performing any safety-sensitive

function. This requirement applies also to current employees who are transferring to a safety-sensitive position and to candidates for employment who are receiving training for licensing to operate a school bus or other vehicle requiring a Commercial Drivers' License. Under no circumstances will employment candidates, current employees who are transferring to safety-sensitive positions or undergoing driver training for school buses or other covered vehicles be allowed to operate the vehicle until Pre-Employment drug and alcohol testing is conducted and negative test results received. Candidates for employment who test positive for controlled substances or alcohol shall not be offered employment or further training leading to employment. Current employees not in safety sensitive positions being tested in relation to a job transfer to a safety-sensitive position or for purposes of qualifying to perform safety-sensitive functions on an occasional basis or for any other reason shall be subject to disciplinary action that may include termination.

Additionally, as part of previous employment verification for candidates/transfers to safety-sensitive positions, it is required that previous employers provide written results of drug and alcohol testing for the previous two years where the applicant may have performed safety-sensitive functions under OTETA. Likewise, School must provide test results for school employees seeking employment elsewhere. In either case, signature release of the records is required from the employee/candidate. Applicants whose previous test results reveal positive readings for drugs or alcohol shall not be offered employment, regardless of their having passed the Pre-employment tests, if the positive reading was within the last 7 years.

2. Reasonable Suspicion Testing

A supervisor or designee who has been trained in accordance with these policies shall require a driver to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that a driver has violated the prohibitions contained in these policies or FHWA Regulations.

Reasonable suspicion must be based on documented objective facts and circumstances which are consistent with the long- and short-term effects of alcohol or substance abuse including but not limited to physical signs and symptoms, appearance, behavior, speech and/or body odor.

The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by all supervisors of all employees required to hold a Commercial Driver's License in the performance of safety-sensitive functions. All such supervisors must have been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse. Employees who exhibit cause for reasonable suspicion testing shall immediately cease the performance of safety-sensitive duties. They shall be escorted directly to the designated test facility by a trained supervisor who shall be authorized to order the reasonable suspicion test. During the period of time that the results from the laboratory are pending, the individual shall not be allowed to resume safety-sensitive duties and shall be allowed to take annual, personal or sick leave. Employees whose primary duties are not safety-sensitive but exhibit cause for reasonable suspicion testing shall also be removed from their regular duties and allowed to take

annual, personal or sick leave. If test results are returned as negative, the individuals leave shall be changed to temporary duty with pay.

3. Post-Accident Testing

Alcohol or drug testing shall be administered following an accident when the driver was performing a safety-sensitive function. The limitations described herein are applicable to drug and alcohol testing requirements and are not intended to prohibit or limit the definition of “accidents” in other policies or work rules and do not limit other disciplinary or administrative actions deemed appropriate for lesser accidents. The following circumstances dictate post-accident testing for alcohol and drugs:

1. When there are one or more fatalities; or,
2. The covered driver was cited for a moving violation by a law enforcement officer, and
3. One or more drivers or passengers received immediate medical treatment away from the scene of the accident, or,
4. One or more of the vehicles involved had to be towed away from the scene.

In the application of the above circumstances, the following factors are necessary considerations by the individual making the decision to order testing. The fatality’s rule does not mean death must occur at the scene of the accident; if an accident victim dies within 30 days of the accident as a direct result of the injuries sustained in the accident, testing is required. In addition should a victim’s injuries be serious enough that there is an anticipated death, testing will be required. The towing rule is not restricted to vehicles that are so severely damaged they cannot be driven. If a vehicle must be towed in order to prevent further damage, and the covered employee was cited for a moving violation, testing must occur. Testing for drugs must be conducted prior to commencement of the 32nd hour after the accident; testing for alcohol must be conducted within 8 hours of the accident.

If law enforcement officers on the scene of the accident determine the need to administer Evidential Breath Testing for alcohol due to suspicion of DUI, that test result will meet the requirements of this Policy. However, the field sobriety test often used to pre-screen before EBT testing will not suffice. Drug testing, even with an on-the-scene test and DUI charge, must still be conducted unless the covered employee is incarcerated beyond the time limits set in these policies or FHWA Regulations (prior to the commencement of the 32nd hour after the accident). A law enforcement drug test, by urinalysis or blood test, will meet the requirements of these policies or FHWA Regulation post-accident testing.

Drivers involved in accidents must not consume alcohol for a period of 8 hours, unless tested sooner or until it has been established that they were not a contributing factor in causing the accident.

Drivers, including employees whose primary duties are not driving duties, who are required to submit to post accident testing shall immediately cease performing the safety-

sensitive function and shall be placed in a non-driving assignment until all test results are received. Drivers whose test results are positive shall immediately be placed in a leave without pay status pending evaluation by the substance abuse professional and disciplinary action. If test results are returned as negative, the individual's status shall be changed to temporary duty with pay.

4. Random Testing

All covered employees shall be subject to random, unannounced drug and alcohol testing. The annual random rate for alcohol testing shall be 25% of the covered employees. The annual random rate for controlled substance testing shall be 50% of the covered employees. Lower testing percentage rates will be authorized based on the performance guidelines set forth in these policies or FHWA Regulations.

Covered employees whose daily duties do not require the performance of safety-sensitive functions (such as teachers driving for field trips, substitute school bus drivers, painters, etc.), but who are selected for random testing, must be tested either just before, during, or just after performance of safety-sensitive functions. "Just before" is interpreted to mean the day before or day the employee is to perform a safety sensitive function. The fact that such individual has been selected for random testing must remain strictly confidential until the day the individual is scheduled to perform the safety-sensitive function. The individual selected must submit to testing as directed that day, and report to the testing facility immediately upon being so notified.

Covered employees are subject to both drug and alcohol random testing. Selection for random testing does not preclude being selected subsequent times during the same year; random selection for drugs does not restrict selection to be tested for alcohol or vice versa.

Random tested employees, including employees whose regular duties are not driving, shall be in a regular pay status while waiting test results and shall continue their safety-sensitive functions without restriction. Upon notification of positive test results, random tested employees shall immediately cease the performance of safety-sensitive duties and be placed in a leave status pending evaluation by the designated substance abuse professional until disciplinary or dismissal proceedings are completed.

5. Return to Duty Testing

Employees who previously tested positive on a drug or alcohol test must submit to a return to duty test and test negative prior to returning to duty. Additionally, prior to returning to duty, the employee must have completed an evaluation and any referral and education/treatment process recommended by the designated substance abuse professional. Such treatment or actions shall be at the individual employees expense and the employee will be in a leave without pay status until the actual commencement of authorized duties.

6. Follow-up Testing

Subsequent to passing the Return to Duty testing requirement, follow-up testing is

required. Follow-up testing must be unannounced with the number and frequency of follow-up testing determined by a substance abuse professional. At a minimum, the substance abuse professional shall direct 6 tests in a 12 month period and may extend the follow-up testing requirement for up to 60 months. The cost for all follow-up testing shall be the responsibility of the employee. Any positive reading for a follow-up test for either drugs or alcohol shall result in immediate termination.

APPENDIX B

BUS BEHAVIOR REFERRAL

Pupil: _____
School: _____
Selection No.: _____ Date: _____ () A.M. () P.M.
Driver: _____ Location/Garage: _____

REASON FOR REFERRAL:

- () CONTINUOUSLY NOT STAYING IN THE SEAT
- () LITTERING ON THE BUS
- () TOO LOUD OR BOISTEROUS
- () SMOKING OR LIGHTING MATCHES
- () THROWING OR SHOOTING OBJECTS
- () USING FOUL OR ABUSIVE LANGUAGE
- () FIGHTING, PUSHING, OR TRIPPING ON THE BUS
- () GETTING TO BUS STOP LATE
- () DAMAGING BUS
- () DISRESPECT TO DRIVER OR OTHER RIDERS
- () OTHER (BE SPECIFIC)

Please give details on incident _____

Driver's Signature _____

Action taken by Chief School Administrator _____

Administrator's Signature _____ Date _____

() Parents are to sign and return to Chief School Administrator when checked.

(Parent's Signature) _____

(Please write any comments on back)

ARTICLE XVIII. HOUSING CODES AND POLICIES

Section 18.01 General

It is policy of the School to provide, consistent with living quarters availability and staff priorities, adequate quarters at a reasonable cost to those employees of the School with a demonstrated need for such quarters. Due to the limited quarters facilities, it is necessary that priorities be established in order to ensure that quarters are available, if their need is demonstrated, to those employees most crucial to the mission of the School. Therefore, employment by the School does not, by virtue of that relationship, entitle any employee to quarters. Likewise, the use and enjoyment of quarters, when granted, is a privilege which may be revoked by the School when previously assigned non-priority housing assignments are needed for priority staff, when a violation of this Manual or a breach of the terms of the rental agreement by the employee has occurred, or the employment relationship has expired.

The priority for quarters that shall be applied in the award of quarters by the Housing Committee shall be established as follows: CSA, Facility Manager, Business Manager, Lead Teacher, Teachers, Administrative Staff and all remaining staff. If there are vacant quarters units after accommodating Administrative Staff, all remaining employees shall be considered, based upon the following criteria. These criteria shall be used in the event of any conflict within the groups noted above:

- A. A preference shall be given to such non-priority applications as shall be submitted by an employee whose quarters assignment has been previously terminated because of the priority needs of the School.
- B. The benefit to the School which would occur if the employee were to be awarded quarters.
- C. The employment record and length of employment of the employee seeking quarters.
- D. The prior record, if any, of the employee with regard to any prior award quarters or the occupancy thereof.
- E. The need demonstrated by the employee seeking quarters, including, but not limited to whether or not the employee has a real property interest within a 35 mile radius of the school which provides or which reasonably could provide housing for said employee.

A copy of these policies shall be made available to every employee of the School, whether or not such employee that has been granted quarters, to the end that every employee knows and understands the terms and conditions under which quarters are presently granted or hereafter may be granted.

Each employee and every person residing in or visiting School quarters shall be informed of, by the employee residing in the quarters, and know the terms, conditions, rules, regulations and policies related to the quarters. Any claimed lack of knowledge of said term, condition, rule, regulation or policy shall not constitute a defense to a charged violation of any such term, condition, rule, regulation or policy.

The employee to whom the quarters are granted is responsible for the actions of any person on or about the quarters.

Section 18.02 Composition of Housing Committee and Selection and Removal of the Housing Committee

The Housing Committee shall consist of five (5) members. The members shall be appointed to two (2) year terms by the CSA. The appointments shall be approved by the preexisting Housing Committee. Committee Member terms shall begin on July 1st of the year for which they are appointed and terminate two (2) years later on June 30th. The appointments shall be staggered so that no more than three (3) new members shall be appointed each year. To initiate the staggered terms in the School Year 2017-18 the CSA shall appoint three (3) members to two (2) year terms two (2) members to one (1) year terms and thereafter new members shall be appointed to two (2) year terms as Committee Members' terms expire. Members of the Housing Committee may be appointed for successive terms of office. No appointment shall be made of two (2) or more members of the same immediate family.

At the first meeting of each year, the Housing Committee shall elect a Chairperson, Vice Chairperson, and Secretary. The Chairperson shall preside at all meetings and hearings, and in the Chairperson's absence, those duties shall be performed by the Vice Chairperson and then Secretary as the need may arise.

A Housing Committee Member may be removed from the Housing Committee for: failure to attend meetings and diligently perform Committee Member duties, conduct detrimental to the Housing Committee mission and/or acting or failing to act in violation of School and/or Housing Committee policies. Removal is accomplished by the Housing Committee recommending removal to the CSA, with reasons therefor, by a vote of no less than four (4) of the Housing Committee Members. The CSA shall then review the matter as the CSA determines appropriate under the circumstances and may elect to remove or not remove the subject Housing Committee Member at the CSA's sole discretion. There shall be no appeal of the CSA's decision. Should the CSA remove a Housing Committee Member the CSA shall appoint a successor Committee Member to complete the removed Committee Member's term.

Section 18.03 Vacancies

The CSA shall, within ten (10) days after the occurrence of a vacancy among the member of the Housing Committee, appoint a successor who shall then fill the unexpired term. Said successor must also be approved by the Housing Committee members.

Section 18.04 Function and Authority

- A. The Housing Committee shall have full authority and responsibility to award quarters to employees subject to School Governing Board action and consistent with the terms and conditions of the Manual, except that the CSA may award quarters during the summer time and in exigent circumstances.
- B. The Housing Committee, by majority action, shall have authority to terminate for good cause the quarters privilege of any employee. Good cause for such termination shall be limited to and consist only of a finding that:
 - 1. A non-priority assignment of quarters must be utilized for a priority purpose or a qualified person with a greater need; or
 - 2. The employee to whom the quarters were awarded, or a person for whom said employee is responsible under these policies, violated the terms and conditions of the quarters agreement entered into and executed by the School and the employee whose quarters privilege is subject to termination; or
 - 3. Said termination is necessary for the health, safety, welfare, and/or quiet enjoyment of other residents of School quarters, students, staff or the School's best interest.
 - 4. Such termination shall be effective only after a hearing pursuant to written notice to the employee at which the preponderance of competent evidence is found by a majority of the committee, meeting in which a quorum is present, to support the conclusion that good cause exists and that termination is the appropriate remedy. No such termination shall be effective unless and until it is reviewed and approved by the CSA. The CSA's decision is final, there is no appeal of the CSA's decision.
 - 5. Upon termination of employment with FIRST MESA ELEMENTARY SCHOOL, prior to the end of the contract year, the Tenant will have seven (7) calendar days from the effective date of termination of employment to vacate his/her assigned quarters/ unit.

- C. The Housing Committee shall have authority to call before it, any employee who has been granted quarters, for the consideration of any problems involving the quarters, the application of the terms of the Manual or the operation of the quarters agreement under which the grant of the quarters were made. The Housing Committee shall also meet and consider such matters as are of concern to the employee to whom quarters were granted upon the request of such employee. In the event of such meetings, the Housing Committee may make such recommendations as a majority deem appropriate, but shall take no other action that is specifically authorized without the prior written approval of the CSA.
- D. The Housing Committee shall, after Facility Management has completed the annual inspection of all quarters, review all Inspection Report Forms and make such recommendations to the CSA as shall appear proper and necessary as a result of such review.

Section 18.05 Quorum

A quorum of the Housing Committee shall consist of not less than three (3) members of the committee who are present. A quorum, once having been attained for a particular meeting, shall not be lost due to the withdrawal from consideration of a matter due to a conflict of interest by a member whose presence is necessary to constitute a quorum. In the event the number of members of the committee shall be increased, then a quorum shall consist of not less than one-half of all members of the Housing Committee.

Section 18.06 Conflict of Interest

A member of the Housing Committee shall be considered to have a conflict of interest with regard to any matter then coming before the committee for action or consideration only in the following instances:

- A. The applicant or person coming before the committee is a member of the immediate family of the member of the Housing Committee, as defined in Section 2.06.
- B. The applicant or person coming before the Housing Committee is directly and immediately supervised by or supervises the member of the Housing Committee.
- C. The matter then coming before the Housing Committee for action or consideration directly affects, either by way of benefit or detriment, the member of the Housing Committee either personally or professionally.
- D. As otherwise set forth in the School's specific Conflict of Interest policies.

Any member of the Housing Committee having such a conflict of interest shall immediately announce the conflict and shall withdraw from any further participation in the consideration or decision concerning the matter giving rise to the conflict of interest. With regard to the consideration of that matter, the presence of the member having the conflict shall not be considered in determining the presence of a quorum.

Section 18.07 Application for Quarters

No quarters award shall be made shall be awarded by the Housing Committee except upon consideration and approval of a written application submitted to the Housing Committee on a form approved by the CSA.

Section 18.08 Consideration of Applications for Quarters

The Housing Committee shall consider written applications quarters as above provided and, in addition, may require the presence of the employee submitting the application before the Housing Committee. All decisions by the Housing Committee must be made by a majority vote at a meeting where a quorum has been attained.

Section 18.09 Denial of Application for Quarters

Denial of an application for quarters shall be made and recorded in writing signed by those members of the Housing Committee present and participating in the decision. Such writing shall set forth the exact reason or reasons for the denial and shall be kept and maintained, together with the application, by the Housing Committee for not less than one year following the decision. A copy of the written decision shall be provided to the applicant.

Section 18.10 Administrative Review or Denial of Application

Any employee who has been denied an application for quarters by the decision of the Housing Committee may, within three (3) working days of receipt of the written decision of the Housing Committee request an administrative review of that decision by the CSA. Such request shall be made in writing and shall set forth the specific reasons why the employee believes the Housing Committee erred in denying his or her application for quarters. The original of the request shall be delivered to the Chairperson of the Housing Committee. The Housing Committee shall immediately deliver the original application for quarters and the written review to the CSA. The decision of the CSA shall be made in writing and shall be delivered to the employee. A copy of the decision of the CSA, together with the original application and the decision of the Housing

Committee, shall be returned to the records of the Housing Committee. The decision of the CSA shall be final.

Section 18.11 Priorities for Awards of Quarters

The priority for quarters shall be applied by the Housing Committee and shall be established as follows:

- A. There shall be one quarters unit designated and reserved for the Facility Manager. The Facility Manager must live on campus so that the School shall have the benefit of immediate response to any facility problem.
- B. Of the quarters units remaining unoccupied, preference shall first be given to the following in descending order of priority:
 - 1. Chief School Administrator
 - 2. Facility Manager
 - 3. Business Manager
 - 4. Lead Teacher
 - 5. Teachers
 - 6. Administrative Staff
 - 7. All Remaining Employees
 - 8. Other positions noted herein or recommended by Chief School Administrator and approved by the Governing Board
- C. Of the quarters units remaining unoccupied, preference shall then be given to professional teaching staff, as their need may be demonstrated. Conflicting requests between employees in the same classification shall be determined by consideration of the criteria set forth in policy 1.11.D below.

- D. Of the quarters units thereafter remaining unoccupied, the non-priority application of any employee shall be considered, based upon the following criteria:
1. A preference shall be given to such non-priority applications as shall be submitted by an employee whose quarters assignment has been previously terminated because of the priority needs of the School.
 2. The benefit to the School which would occur if the employee were to be awarded quarters.
 3. The employment record and length of employment of the employee seeking quarters.
 4. The prior record, if any, of the employee with regard to any prior award of quarters or the occupancy thereof.
 5. The need demonstrated by the employee seeking quarters, including but not limited to whether or not the employee has a real property interest within a 35 mile radius of the school which provides or which reasonably could provide housing for said employee.
- E. Non-priority assignment of quarters may be terminated as follows:
1. The Housing Committee determines that the non-priority assignment must be terminated in order to provide for the priority needs of the School; and
 2. The Housing Committee notifies the employee, in writing, at least thirty (30) days before the first day of the month that the quarters assignment must be terminated in order to provide for the priority needs of the School.

This policy shall be applied prospectively from the date of adoption.

- F. The supervisor, department head or the CSA may, if they deem it to be appropriate and in the best interest of the School, appear before the Housing Committee to suggest to the Housing Committee such benefits or detriments as may occur if the employee were to be awarded such quarters as has been requested.

Section 18.12 Determination of Priority Needs

- A. On or before the first working day of June in each year, the CSA shall notify the Housing Committee in writing of those administrative offices which may or will require an award of quarters during the School year.

- B. On or before the first working day of June in each year, the Education Supervisor shall notify the Housing Committee in writing of those professional teaching positions which may or will require an award of quarters at or immediately after the beginning of the School year.
- C. The Housing Committee shall thereafter, as soon as possible, convene a meeting and shall compare the available and unoccupied quarters with the expressed needs for quarters as notified. Insofar as may be possible, adequate quarters shall be set aside, pursuant to the priorities established herein.
- D. In the event the Housing Committee determines that the priority needs for quarters requires that an award or awards of quarters be terminated in order to provide for priority needs, then the Housing Committee shall act in compliance with the requirements of these policies.
- E. On or after the first working day in October in each year, if any quarters remains available and unoccupied, the Housing Committee shall publish and distribute a list of all available quarters to all School staff.
- F. Short-term quarters may, if available, be rented to non-employees of the School in the event the services of the Tenant are of benefit to the School.

Section 18.13 Execution and Delivery of Documents

Upon an award of quarters by the Housing Committee, the person to whom the award was made (“Awardee”) shall immediately execute and deliver to the Business Office, with a copy to the Office of the CSA, and a copy to the Maintenance Quarters Manager, the following:

- A. An executed Housing Lease Agreement substantially in the form provided as **Appendix A** to this Section.
- B. An executed Payroll Deduction Agreement substantially in the form provided as **Appendix B** to this Section, or such other written payment agreement as may be approved by the Housing Committee and CSA.
- C. Inspection File
- D. Appendix C: Application
- E. If any of the above documents (A – D) are modified, the modifications shall be in writing, signed by the parties and immediately delivered to the Business Office with copies to the CSA and Maintenance/Quarters Manager.

- F. In any event Awardee remains responsible for full payment of the rent and other applicable costs for the quarters awarded.

Section 18.14 Inspection and Repair by Facility Management

Prior to occupancy of the awarded quarters unit, Facility Management staff shall inspect the quarters and complete a Housing Inspection Checklist Form substantially in the form provided as **Appendix C** to this Section. All deficiencies found in the quarters unit shall be remedied by Facility Management.

Section 18.15 Conditions of Award and Tenancy

All school quarters shall be used and occupied subject to the terms and conditions of this Section. The violation of any of these terms shall be grounds for the termination of the quarters assignment or rental rights of the employee as determined by the Housing Committee. Violation of the terms and conditions of the Housing Lease Agreements, or similar documents, previously executed shall also constitute grounds for the termination of the quarters assignment or rental rights set forth in those agreements.

- A. The quarters assigned or rented shall be for the residence of those persons listed on the application for quarters and no other persons, except those invited guests whose visitation shall be for a period of twenty (20) days or less in any six-month period, without the prior written consent of a majority of the Housing Committee.
- B. The quarters assigned or rented shall be kept in a clean, sanitary, sightly and safe condition. All trash, garbage refuse and litter shall be promptly accumulated, properly contained and removed from the quarters and surrounding property.
- C. No livestock stock shall be kept on or in the assigned quarters and surrounding property.
- D. A maximum of two (2) household pets of a kind listed on the application for quarters may be kept if confined to the quarters and surrounding property. Household pets which remain in an unhealthy or unsanitary condition, which constitute a nuisance or danger to others or which are not confined or confinable by the owners, shall be promptly removed upon written demand of the Housing Committee. (The employee to whom the quarters are granted is responsible for any damage by or maintenance on account of any pet or animal.)

Further, household pets are limited to two (2) pets or less for each household, the pets may not be dangerous or a threat to the safety and welfare of others, it may not be a violation of law to possess the pet, the pet cannot create noise or other nuisance (barking, crowing, digging, defecating on others or common property). The Tenant must provide records of shots (rabies shots) and other medication as may be applicable. Upon violation of any of these conditions Tenant must remove said pet immediately.

- E. No business, enterprise or activity for profit shall be conducted upon or in the assigned quarters and surrounding property without the express written permission of the Housing Committee.
- F. The employee to whom the quarters is awarded shall be responsible for and shall notify Facility Management of all maintenance needs with regard to the quarters.
- G. No repairs, alterations, improvements or additions shall be made to the quarters by the employee to whom the quarters is awarded without the prior written permission of the CSA. No alterations, improvements or additions so made to the quarters shall be removed without the prior written permission of the CSA.
- H. The discharge of a Firearm, air gun or any other device capable of discharging or propelling any material which could cause damage, harm or injury to any person or property shall not be permitted in or upon the quarters assigned or in the compound of quarters.
- I. The hauling of water taken from any quarters shall not be permitted.
- J. The employee to whom the quarters is awarded or assigned and all authorized residents of the quarters shall permit, upon reasonable notice, access to the quarters by an authorized employee for the purposes of inspection, maintenance, repair or improvement to the quarters or the contents thereof.
- K. No illegal activity shall be conducted or maintained in or about the quarters assigned. Law enforcement officers shall be authorized to enter into the quarters if there is any reasonable suspicion of illegal activity taking place.
- L. No accidental or purposeful damage shall be caused to the quarters. Any such damage as shall occur shall be immediately reported to Facility Management and the person to whom the damaged quarters is assigned shall pay the reasonable cost of all necessary repairs performed by Facility Management as the result of such damage.
- M. No inoperable vehicles, trailers, machinery or other such unsightly materials shall be stored or placed on the premises.

- N. The employee or any other person shall not act or permit or allow actions that may compromise or endanger the health, welfare, safety or quiet enjoyment of any other resident of School quarters, student, staff or other person, nor shall such persons act or permit or allow actions that are against the best interests of the School. (Actions and conduct of persons other than the employee, on or about employee's premises, are the responsibility of the employee.)

Section 18.16 Term of Assignment

Assignments of quarters shall commence on the effective date of the assignment and shall continue to and until the last day of the following June. Assignments are for no more than one (1) year at a time. There shall be no extensions. Holdovers are not allowed. Should a Tenant holdover in violation of this policy, Tenant's rental rate shall immediately be increased by a factor of 1.5 per months; however, this shall not provide Tenant with any right to said tenancy. All Tenants must sign a new lease each year.

For all legal purposes, the lease will begin upon the same day that the key is issued to the Tenant; rent will be prorated to include the day that the key is issued.

Section 18.17 Complaints and Reported Violations

All complaints concerning a violation of the terms of this Manual shall be made to the CSA and Housing Committee in writing, dated and signed by the person making the complaint.

Section 18.18 Conduct of Hearing

A hearing shall be granted to all parties involved in any written complaint or report of an alleged violation of the terms of this Manual when the Housing Committee determines that the substance of the complaint or report of a violation, by its terms, if true, constitutes a matter, which may properly come before the Housing Committee. All hearings shall be conducted in the manner set forth below.

- A. Written notice of the date, time and place of the hearing shall be provided to all parties not less than three (3) working days prior to the day of the hearing. Such notice shall set forth a reasonable description of the matter so that all parties may be prepared to appear and respond.

The Chairperson of the Housing Committee shall conduct the hearing before a quorum of the Housing Committee (the Chairperson shall be included in establishing a quorum).

- B. The hearing shall be conducted in private and only the parties to the matter shall be present during the entire hearing. Witnesses may be called by any party, but shall be present only when giving testimony.
- C. All parties shall testify after being placed under oath.
- D. A party or witness may present documentary evidence to the Housing Committee.
- E. At the close of all evidence, the Housing Committee may seek to informally resolve the matter to the satisfaction of all parties. In the event all parties cannot be satisfied by a proposed informal resolution, the Housing Committee shall retire to executive session to consider the formal decision of the Housing Committee.
- F. The decision of the Housing Committee shall be announced in public and shall be reduced to writing in a written formal letter delivered to the person making the complaint. The original written decision shall be retained among the records of the Housing Committee and a copy of said decision shall be provided to all parties, the Business Office and the Office of the CSA.

Section 18.19 Exigent Circumstances

In exigent circumstance, action may be taken by the CSA immediately, as the situation may require, with the hearings or procedures, required under these policies to be held as soon as reasonably possible thereafter.

Section 18.20 Administrative Review of Housing Committee Decision

Any employee who is aggrieved by the decision of the Housing Committee may, within three (3) working days of receipt of the written decision of the Housing Committee, request an administrative review of that decision by the CSA. Such request shall be made in writing and shall set forth the specific reasons why the employee believes the Housing Committee erred in its decision. The original of the request for administrative review shall be delivered to the Office of the CSA, and a copy shall be delivered to the Housing Committee. The Housing Committee shall immediately deliver the original complaint and the written decision of the Housing Committee to the CSA for his or her Review. The decision of the CSA shall be made in writing and shall be delivered to the employee. A copy of the decision of the CSA, together with the original complaint and the decision of the Housing Committee, shall be returned to the records of the Housing Committee. The decision of the CSA shall be final.

Section 18.21 Expiration

An award of quarters shall expire upon the occurrence of any of the following events.

- A. The mutual agreement of the parties to the Housing Lease Agreement or similar document.
- B. The expiration and/or termination of the employment of the person to whom the quarters were awarded. In the event another member of the authorized residents of the household is also an employee of the School, such other employee shall have the right to make application for an award of quarters for a period of thirty (30) days after the expiration of the original quarters award if, during that time, the applying employee has agreed to assume the cost and expenses of an award of quarters.
- C. The final resolution of a majority decision of the Housing Committee that causes exists and termination is found to be the appropriate remedy.
- D. The determination by the Housing Committee that the priority needs of the School requires the termination of a non-priority assignment of quarters.
- E. Can apply for renewal in April/May of current lease year or after offer and acceptance of contract for employment for next School Year. The Housing Committee shall attempt to provide a decision in thirty (30) days; however, any such award of the housing shall be conditional and contingent upon the availability of the housing after final implementation of the priorities for housing at the beginning of the School Year or thereafter.
- F. At the conclusion of any lease year (which ends on June 30), or terms set forth in the Housing Lease Agreement or similar document, unless timely renewed. As previously stated lease agreements are limited to a maximum of one (1) year at a time and there is no right to continued assignment or award of quarters.

Section 18.22 Procedure Upon Expiration of Tenancy

- A. If an employed Tenant breaches their employment contract with FIRST MESA ELEMENTARY SCHOOL and the contract terminates or is terminated, the Tenant must vacate their housing/residence within seven (7) calendar days of the effective date of the termination of employment. If Tenant fails to vacate within seven (7) calendar days of the termination as set forth above, Tenant shall pay a Seven Hundred and Fifty (\$750.00) Dollar administration fee, rent for Tenant's premises shall be increased immediately by multiplying the current rent by 1.5 and Tenant shall be responsible for all additional cost which may include but not

be limited to rent, utilities, damages, attorney's fees, clean-up costs and all other related costs and expenses. Continued habitation may result in eviction. In the event of eviction all additional costs, including attorney's fees, costs and other costs shall be assessed against the Tenant. All of the above costs may be deducted from deposit monies or other money (including but not limited to, salary), that may be owed by First Mesa Elementary School to employee.

- B. The employee to whom the quarters were awarded shall, upon expiration of the tenancy, notify the Housing Committee of the intended date of expiration or the date upon which the quarters are to be vacated.
- C. Prior to the expiration of the tenancy and prior to the date upon which the quarters are to be vacated, the quarters shall be inspected by Facility Management in the presence of the employee to whom the quarters were awarded at a time which is mutually convenient and arranged with the employee by Facility Management.
- D. Upon the completion of the inspection, a Quarter's Inspection Form must be completed by the inspecting authority from Facility Management. A copy of the completed form shall be provided to the employee to whom the quarters were awarded and, if the report is acceptable to the employee, the original of the form shall be signed by the employee and Facility Management representative.
- E. The Inspection Report Form shall conclude that the quarters are acceptable and that the employee to whom the quarters were awarded is cleared of all further responsibility for the quarters when it is found that:
 - 1. No loss, damage or injury, exclusive of normal wear, has occurred by virtue of or during the expiring occupancy.
 - 2. That the quarters are in a clean, safe, sightly and sanitary condition.
 - 3. That all trash, refuse and litter have been removed from the quarters and surrounding property.
 - 4. That all personal property has been removed from the quarters.
 - 5. That all keys to the quarters have been returned to the Administration office.
- F. The inspection Report form shall conclude that the quarters are unacceptable and that the employee to whom the quarters were awarded is not cleared from further responsibility for the quarters when it is found that:
 - 1. Loss, damage or injury, apart from normal wear, has occurred by virtue of the expiring occupancy.

2. That the quarters are not in a clean, sightly and sanitary condition.
 3. That all trash, refuse and litter have not been removed from the quarter and surrounding property.
 4. That all keys to the quarters have not been returned to the Administration office.
- G. In the event the Inspection Report Form shall conclude that the quarters are acceptable, a copy of such report shall be immediately delivered to the Business Office and no further claim or liability shall be placed upon sums due and owing to the employee by virtue of the expired occupancy of quarters absent later discovered damages.
- H. In the event the Inspection Report Form shall conclude that the quarters are unacceptable and the employee to whom the quarters were awarded is not cleared from further responsibility, a copy of the report shall be delivered to the CSA for further action and no sums due and otherwise owing to the employee shall be released to the employee until it is found that the quarters have been made acceptable or until the employee has been released from responsibility.
- I. The Facility Manager shall meet with the employee to whom the quarters were awarded at the earliest possible time and shall then attempt to resolve all matters then pending with regard to the deficiencies are thereafter resolved and their resolution accomplished, the CSA shall so indicated on the Quarters Inspection Form, a copy of which shall then be delivered to the Business Office.
- J. Tenant acknowledges and agrees that if they transfer tenancy and/or move from unit to another unit, damages from their occupancy of either unit may be charged to and deducted from any amounts owing FIRST MESA ELEMENTARY SCHOOL.

Section 18.23 Duties of Facility Management

- A. A designated representative of Facility Management shall conduct an annual inspection of all quarters upon five (5) calendar days' notice to the Tenant. An Inspection Report Form shall be completed as a part of each inspection on each Quarter. The original of the inspection report shall be retained among the records of Facility Management, and a copy shall be provided to the Housing Committee, CSA, Tenant and the Housing file.
- B. A designated representative of Facility Management shall conduct an inspection of quarters awarded prior to occupancy and shall complete an Inspection Report Form as a part of such inspection. The intended Tenant shall be given a copy of this report form when completed.

- C. A designated representative of Facility Management shall conduct an inspection of quarters prior to the expiration of tenancy and shall complete an Inspection Report Form as part of such inspection. The Tenant shall be given a copy of inspection report form when completed. Any costs for clean-up, repairs, damages or any and all related costs shall be charged to the Tenant and deducted from any deposits or wages which may be owed Tenant. Tenant shall replenish such deposit and shall continue to be responsible for any costs exceeding the above-noted deductions.
- D. Occupied quarters shall be entered by designated representatives of Facility Management only after reasonable notice of such intended entry shall have been provided to the occupant. Such notice may be in writing or may be given verbally. Such notice shall provide the approximate time and date of the intended entry and purpose necessitating the intended entry. In the event the occupant is not agreeable to the time proposed for entry into the quarters, reasonable attempts shall be made to accommodate the needs and desires of the occupant. Such notice need not be given in the case of an emergency where, to do so, would unreasonably forestall such action as may be required by the circumstances of the emergency (fire, medical, floods, extended vacations, et cetera). However, written notice of the entry, which includes the date, and time of entry, the purpose for entering the occupied quarters, and the action taken within the quarters will be provided to the occupant within three (3) working days after the emergency entry has occurred.
- E. The Business Office shall assure that all income from quarters rental shall be used for the direct benefit of all quarters or as may otherwise be allowed or required by law. The Facilities Manager shall, on or before the first day of August in each year, provide the Housing Committee with an annual report of all income and expenditures of quarters rentals income and shall consult with the Housing Committee on any intended expenditure in excess of \$5,000.00 from said funds per project.
- F. The Facilities Manager shall assure that work orders for the repair or maintenance of quarters are promptly processed and to the extent funds are available, assure that appropriate work and maintenance is performed, consistent with those work orders.
- G. The Facilities Manager shall assure that the performance and conduct of all employees under his or her authority conforms to the policies and procedures contained in this Manual.
- H. The Facilities Manager shall assure that, to the extent within his or her control and authority, all employees and all persons residing in awarded quarters conform their conduct and performance to the policies and procedures contained in this Manual.

- I. The Facilities Managers, in consultation with the Housing Committee and the Business Office, may promulgate implementing procedures in furtherance of this Policies and Procedures Manual.
 1. Such implementing procedures as are promulgated shall thereafter be delivered to the CSA for his or her review. IF approved by the CSA, such implementing procedures shall become immediately effective and shall be identified by the date of approval and effect.
 2. The original of such procedures shall be placed among the collected policies and procedures of the School and copies shall be distributed to all employees
 3. Such procedures as have been approved may be thereafter amended in whole or in part by action of the Facilities Manager with the approval of the CSA. Such amended procedures shall be marked with the date of approval and effect and be placed among the collected policies and procedures of the School and copies shall be distributed to all employees.

Appendix XVIII - A HOUSING LEASE AGREEMENT

It is mutually agreed that FIRST MESA ELEMENTARY SCHOOL, Lessor, will lease to _____, Tenant, the premises located at house number _____ for a period of _____ at a rental rate of \$ _____ U.S. Dollars per month, upon the following terms and conditions and those set forth in FIRST MESA ELEMENTARY SCHOOL Policy Section 18; all terms and conditions are subject to interpretation at a properly convened session of current and available Housing Committee members in an official meeting as described in Housing Codes and Policies:

1. Term: The Tenant shall use and occupy the premises commencing on _____ and ending on _____. House lease agreements are for no more than one (1) year at a time and all leases terminate on June 30. Tenants are not entitled to continued assignments. Tenant's employment with the Lessor does not require Lessor to provide housing.

2. Tenant's right to use and occupancy: The Tenant shall have the right to exclusive use and occupancy of the leased premises, including reasonable accommodations of guests and visitors. Use of the premises for the residences of any other than the Tenant's immediate family is prohibited unless prior consent is obtained from the Housing Committee. "Immediate family" shall be defined as spouse, aged parents, and/or legal dependents. "Spouse" shall be defined as a mate by marriage or a person with whom the Tenant has maintained a long-time spousal relationship. "Legal dependents" shall be defined as children or young adults who are under the Tenant's physical custody by legal decree or by legal guardianship.

The Tenant must have prior approval by the Housing Committee if participating in activities that could be hazardous to the dwelling or to neighboring Tenants (silversmithing, welding, et cetera) or if the Tenant plans to make structural changes or add storage areas.

The Tenant agrees not to use or occupy the dwelling unit or grounds for any unlawful purpose, nor to use them for any purpose deemed hazardous by insurance companies because of fire or other risks.

Lessor agrees to make, within a reasonable time, necessary repairs, alterations, and improvements to the premises necessitated by normal wear and tear, and to maintain in good and safe working order and condition the electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances. If maintenance or repairs are made necessary by reason of damage intentionally or negligently caused by the Tenant's family or guest, then the reasonable cost of such maintenance shall be charged to the Tenant. These provisions are subject to the Tenant's duty to give prompt notice of any defects, problems, repairs, or improvements.

3. Tenant obligations: The Tenant agrees not to sublet any portion of the dwelling. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit used solely for the Tenant and the Tenant's family and/or dependents.

The Tenant agrees to abide by such necessary and reasonable regulations as are established by the School. The Tenant agrees to:

- Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- Keep the premises and such other areas as may be assigned to the Tenant for upkeep clean and safe.
- Make proper adjustments in thermostats and water valves to prevent frozen waterlines during the winter months.
- Dispose of all garbage, rubbish, and other waste in a sanitary and safe manner, ready for collection.
- Use all electrical, plumbing, sanitary, heating, and other facilities in a reasonable manner.
- Refrain from and cause the Tenant's family members and guests to refrain from deliberately or negligently destroying, defacing, damaging, or removing any part of the premises.
- Pay reasonable charges for the repair of damages to the premises, building, facilities, or common areas intentionally or negligently caused by the Tenant, family members, or guests.
- See that all persons on the premises, including the Tenant, conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their accommodations.
- See that the Tenant's family members, including the Tenant and guests, refrain from using or possessing alcohol, illegal drugs or inhalants on the premises, which shall include the School campus.
- **Tenant or any other person shall not act or permit or allow actions that may compromise or endanger the health, safety, welfare or quiet enjoyment of any other resident of School quarters, student, staff or other person, nor shall such persons permit or allow actions that conflict with the best interests of the School (actions and conduct of persons other than the Tenant, on or about the Tenant's premises are the responsibility of the Tenant).**

4. Security Deposit: Tenant shall make a security deposit with Lessor in the sum of \$250.00, on or before the date of occupancy, which sum will be applied to payments for any loss or damage to the premises occupied by the Tenant. Upon Tenant vacating the premises in good condition, with all amounts due, paid in full, said deposit will be refunded within thirty (30) days.

5. Rental Collection: Rental collection will be by payroll deduction. Procedures for collection are listed as follows:

Monthly rent will be deducted each pay period in accordance with Employee's pay schedule.

- Tenants moving in or out during the month will have that month's rental fee prorated by dividing the rental fee for this unit by the number of days in the month to get the daily rate; and multiply the daily rate by the number of days the unit is available to be occupied.
- Certified employees (10-month contract): Housing lease terms for certified employees shall be for twelve (12) months. The twelve (12) month total rent will be prorated over the ten (10) month term of employment and equal, twice monthly, rent deductions shall be made of the annual rent over the ten (10) month period of employment. Rent will be collected each pay period pursuant to Employee's pay schedule.
- If a returning teacher elects to vacate the assigned housing to avoid paying rent for the summer months, the unit vacated may be assigned to another teacher or other person.
- "Rental Collection" does not apply to utility services or collection. Utility collections and other services that are necessary for proper habitation, including the initiation of such services, are the responsibility of the Tenant.

6. Utilities: Water and sewer services will be provided by the First Mesa Consolidated Village ("FMCV"). Propane gas and electricity will be furnished by private vendors. Tenants are to make arrangements for electricity, propane gas, cable/satellite, telephone/internet water/sewer and garbage collection. Payments and/or payment arrangements for these services are the responsibility of the Tenant; this also includes the transfer of all names on all accounts so that they accurately reflect current living arrangements. Tenant must provide the facility manager with the account numbers for their APS, water and sewer services for their residence prior to move in.

7. Tenants must, at the conclusion of their tenancy, leave their propane tank thirty (30%) percent filled or the cost of filling their propane tank to that level will be deducted from any deposits or amounts owed to them by FMES. If Tenants leave the propane tank filled in excess of thirty (30%) percent there shall be no refund.

8. Care of Grounds: The Tenant is responsible for the watering, mowing, and the general upkeep of the Tenant's yard (during both the School year and summer) until the Tenant leaves the School's employment.

No objects of any kind that are unsightly or a nuisance to neighbors will be kept on Tenant's grounds; this also includes abandoned vehicles.

9. Noise: Tenants will keep noise factors to a reasonable level.

10. Vehicles: Tenants will comply with all applicable motor vehicle laws of the State of Arizona and the Tribal Code. In addition to these cited codes, the Tenant agrees to abide by such necessary and reasonable regulations as are established by the School. The Tenant agrees to:

- Vehicles are to be driven at or below 15 mph on School grounds.
- Abandoned cars, other vehicles, and undesirable objects are not allowed to remain on the premises.
- Tenants shall have 14 calendar days after the receipt of written notice to remove abandoned cars, other vehicles, or undesirable objects.
- No house trailer or other trailer of any kind is allowed to be parked against the unit and/or in the yard without permission from the Housing Committee.

11. Animals: A maximum of two (2) pets (i.e., dogs and cats) shall be allowed per household subject to the further conditions noted herein. An additional deposit of One Hundred Dollars (\$100.00) will be required upon signing the lease and prior to move in. Pet deposits are not refundable. Tenant agrees that:

- All pets must have rabies shots and must be tagged and collared.
- Animals that become a threat to students, staff, and visitors will be permanently removed from the premises.
- Tenant will comply with Tribal regulations and the laws of the State of Arizona and Federal laws pertaining to animals.
- Damage of any dwelling or School-owned furniture by an animal will be paid for by the owner of the animal.
- It is the Tenant's responsibility to clean up after their own pets.
- No exotic, illegal or pets that pose a threat of harm, nuisance or damage.
- These conditions are in addition to and supplement the pet conditions as found in the Housing Policies.

12. Repairs and Maintenance: The Tenant shall immediately notify maintenance personnel by written request for a work order in the event the Tenant is unable for any reason to perform necessary maintenance. Maintenance shall make repairs within a reasonable time. If the damage has been caused by the Tenant or the Tenant's family or guest, the reasonable cost of the repairs shall be charged to the Tenant.

13. Entrance to dwelling: The Tenant shall not unreasonably withhold consent to the Lessor to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, and alterations or improvements. Except in case of emergency, the Lessor shall give the Tenant at least two (2) days' notice of his/her intent to enter and enter only at reasonable times.

14. Termination: The Lessor may terminate the housing lease for cause, by reason of abandonment, or priority considerations set forth in School/Lessor policies. Cause shall be defined as:

- Violation of any rule, regulation, obligation or provision set forth herein.
- Violation of any School/Lessor housing policy.
- Destruction of the Lessor's housing in which the Tenant resides (destruction: damages intentionally or negligently caused by the Tenant).
- Subletting, leasing, or loaning apartment or premises to any other individual without the School's written approval.
- Using a housing unit for commercial business.
- Failure to follow the Lessor's rules on housing.
- Alterations and adding to or deleting from the housing unit without the Housing Committee's approval.
- Using housing for illegal activities, or allowing for illegal activities to take place on the premises. Illegal activities include, but are not limited to: possession, use, and/or distribution of alcohol and/or illegal drugs; acts of violence against another; theft of School, visitor, and/or staff property; acts of vandalism on campus, etc.
- Discharging of firearms on the premises by the Tenant, the Tenant's family members, or guests.
- Abandonment, which shall be defined as: the Tenant abandons the leased unit for thirty (30) consecutive days without written notice to Facility Manager. Upon abandonment, as defined above, the leased unit may be relet.
- Priority consideration and procedures are set forth in School/Lessor's policies.

15. Termination procedure for cause: Noncompliance with rental agreement by Tenant. The Lessor shall deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and stating that, if the breach is not remedied in fourteen (14) calendar days and if no written notice or correction is received specifying remedy and expected completion date, the rental agreement will terminate upon a date not less than thirty (30) calendar days after receipt of the notice. However, if the breach is remediable by repair or the payment of damages or

otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not be terminated.

16. Termination for other cause: Should Tenant's employment with the Lessor be terminated for any reason, then in such an event, Tenant agrees to vacate the premises no later than seven (7) calendar days after Tenant's employment termination date during the School year. Tenants who finish the School year but are not returning to School employment for the next ensuing year, are to vacate premises no later than June 30th of each year.

17. Termination for priority considerations, or at the expiration of the lease shall be pursuant to the procedures set forth in the School's/Lessor Housing Codes and Policies.

18. Miscellaneous: Tenant specifically agrees to the conditions of this housing contract and acknowledges that he/she understands that violations of any of the conditions of this contract constitutes sufficient cause for Lessor to terminate the lease and request that Tenant vacate the premises.

19. Other: (If no other stipulations exist, please indicate this by writing "NONE" in the below space; if not, attach the appropriate pages as an addendum to this document; all attached documents must be titled, dated, and must display all appropriate signatures as listed below.)

Housing Committee Member FIRST MESA ELEMENTARY SCHOOL
DATE

Housing Committee Member FIRST MESA ELEMENTARY SCHOOL
DATE

Housing Committee Member FIRST MESA ELEMENTARY SCHOOL
DATE

Chief School Administrator FIRST MESA ELEMENTARY SCHOOL
DATE

Tenant/Employee FIRST MESA ELEMENTARY SCHOOL
DATE

*** In signing this document, the Tenant expresses his/her understanding of both Housing Policies and the Housing Lease Agreement ***

Appendix XVIII - B TENANT PAYROLL DEDUCTION

Tenant Payroll Deduction

Tenant: _____ Acct# _____ File# _____
 Unit# _____

	Pay Period	
Rent		\$ -

Total due monthly:	\$ -	
--------------------	------	--

Other Charges Arising
 from Housing
 Policy/Lease
 Violations (Specify
 Charges)

Total due \$ -

All other charges relative to the Quarters which arise from Tenant's use or during Tenant's lease term.

Total other charges due:	\$	-
--------------------------	----	---

I hereby authorize First Mesa Elementary School to make the deductions for the above costs, charges and amounts due from any deposits and from any amounts owed to me by First Mesa Elementary School whether it be wages or other amounts owed.

Tenant

Appendix XVIII - C

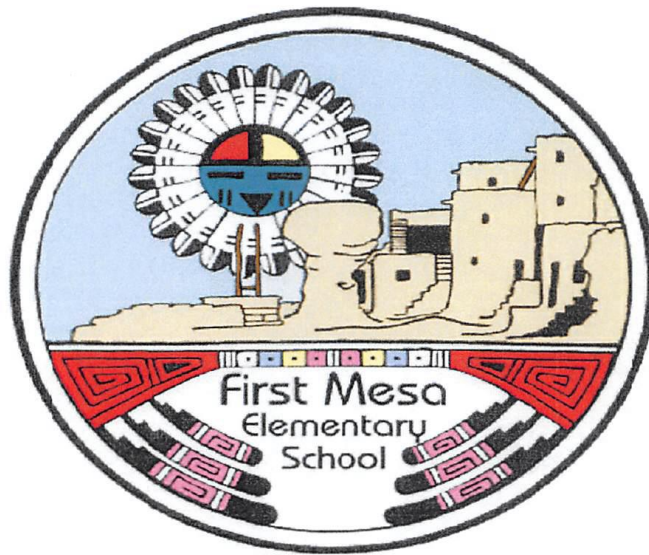
HOUSING INSPECTION CHECKLIST

Unit No. & Address		DATE:	
EXTERIOR			
A. FRONT	OK	OK w/ Minor Work	Major Problems
1. Brick bulging, spalling, cracking			
2. Mortar loose, needs repainting			
3. Lintel needs repair			
4. Brick sandblasted			
5. Stucco bulging, cracking			
6. Stucco needs repainting			
7. Caulking needed			
8. Aluminum siding dented, damaged			
9. Finish wearing off siding			
10. Aluminum siding loose, not level, missing			
11. Vinyl siding dented, damaged			
12. Vinyl siding loose, not level, missing			
13. Wood siding rotted, damaged, termites			
14. Wood siding loose, not level, missing			
15. Wood siding needs refinishing			
16. Asphalt shingles worn, broken, missing			
17. Asphalt shingles loose, need replacement			
18. Asbestos shingles broken, loose, missing			
19. Asbestos shingles need replacement			
20. Redwood/cedar not level, loose, damaged			
21. Cedar siding needs to be refinished			
22. Holes made in exterior wall for insulation			

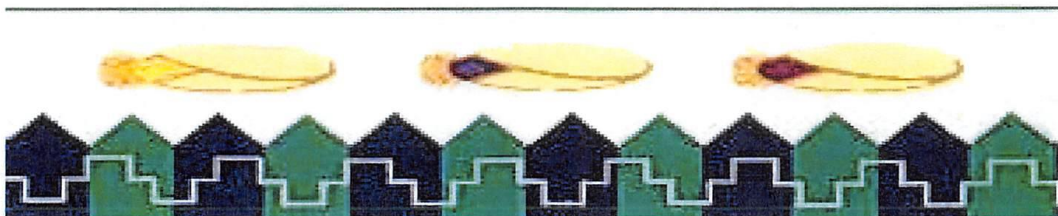
REMARKS

B. OTHER ITEMS		OK w/ Minor Work	Major Problems
1. Bathroom Fixtures			
2. Lighting Fixtures			
3. Appliances			
4. Baseboards			
5. Back Door			
6. Backyard Fencing			
7. Living Room Carpet			
8. Kitchen Flooring			
9. Garbage Disposal			
10. W/D Connections			
11. Hot Water Tank			
12. Stove/Oven Condition			
13. Windows – Screens			
14. Wall Conditions (Painting Required) Holes			
15. Pet Damage (interior, exterior including clean up)			
16. Overall Cleanliness			

REMARKS

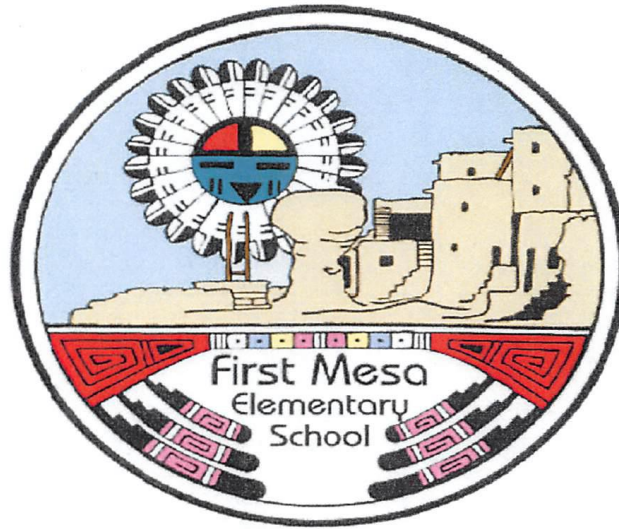


RENTAL PRICES

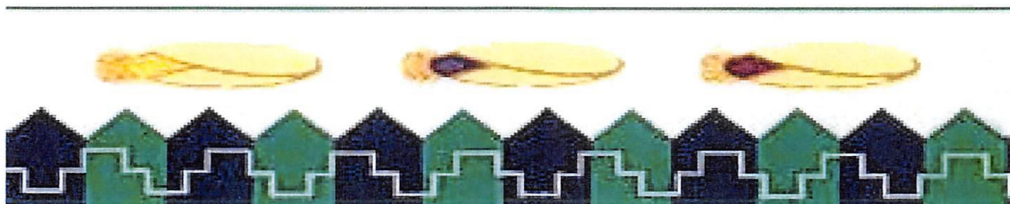


[We did not have these documents.]

[NOTE: Change the Housing Policy under pet information to say a maximum of two (2) pets shall be allowed per household. An additional deposit of \$100.00 for each pet is required. Instead of the weight, put date of shots.]



HOUSING APPLICATION





FMES HOUSING APPLICATION
P.O. Box 750 Polacca, AZ 86042
928-737-2581-Phone
928-737-2323-Fax



APPLICANT INFORMATION

Name: _____
Cell phone: _____ Email: _____
Address: _____
Marital Status: () Married () Divorced () Single () Long-Time Relationship () Separated
Spouse Name: _____
Bedroom size: () 1 bedroom () 2 bedroom () 3 bedroom Desired date of occupancy: _____

PET INFORMATION

A maximum of two (2) pets with a weight of 10lbs-15lbs. shall be allowed per household. An additional deposit of \$100.00 is required.

Pets: () yes () no if yes How many: _____

Pet 1: Type: _____ Breed: _____ Weight: _____

Pet 2: Type: _____ Breed: _____ Weight: _____

PREVIOUS RENTAL HISTORY

Name of last residency: _____
Address: _____
Landlord name: _____ Phone: _____

OCCUPANTS INFORMATION: Name everyone who will occupy the unit. Continue on separate page if needed

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Applicant Signature: _____ Date: _____

CSA Signature: _____ Date: _____

Housing Chairperson: _____ Date: _____

Assigned unit: _____ bedroom size Housing #: _____ Assigned by: _____

ARTICLE XIX. COMMUNITY/PUBLIC RELATIONS

Section 19.01 Records Requests

All document and record requests shall be made to the Business Manager or his/her designee and must be in writing, using the School Request for Records Form attached hereto as Appendix B. School documents and records may only be provided pursuant to this procedure and upon completion of the School Request for Records Form. The School shall respond to all such requests, within ninety (90) days unless documented circumstances require otherwise, using the School Response to Request for Records Form attached hereto as Appendix C.

A requesting party may appeal the denial of a Records Request to the Chief School Administrator. 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 Chief School Administrator within ten (10) business days of the denial. The Chief School Administrator shall issue his/her decision on the appeal ten (10) business days or less from receipt of the appeal. The decision of the Chief School Administrator is final. Providing school documents other than through this procedure and use of the attached forms is grounds for disciplinary action up to and including termination.

The School shall apply the Act in concert with its policies relative to student confidentiality set forth in Article XV of these Policies and Procedures. In the event of a conflict those policies in Article XV shall control.

See also Policy 3.06, Non Disclose. The Chief School Administrator or Designee shall resolve all conflicts between Policy 3.06 and this policy.

Section 19.02 Community and Parent Involvement

- A. Local community involvement and control of FIRST MESA ELEMENTARY SCHOOL shall primarily be accomplished through the local elections of school Governing Board members. The school Governing Board members shall be the legitimate voice of the local community as authorized and set forth in the Hopi Code.
- B. Parental involvement shall be “encouraged” and welcomed primarily through the Parents in Education. A copy of the organizational document for the school’s Parents in Education is attached hereto. All parents are encouraged and invited to become members of the Parents in Education and participate in the school through that organization. Other community members are invited to attend those meetings.
- C. Additional procedures for involving parents in the local community and the school may be developed by the Governing Board.

Section 19.03 Public Concerns and Complaints

- A. The school policy is to be attentive to public concerns and complaints. The school will treat such concerns and complaints seriously but in an orderly fashion pursuant to the procedures set forth herein to ensure the least disruption to the work of the school and to the children's education.
- B. Public concerns and complaints should be resolved at the lowest possible level in the school's organizational chart.
- C. Parent concerns regarding their children's academic performance or experience should first be presented to their child's teacher. This meeting should first be arranged through the Chief School Administrator. If a mutually agreeable resolution of the concern or a plan for treating the concern is not attained within ten (10) business days from presentation of the concern then the parent may file a written complaint on the form attached hereto to the Chief School Administrator. The complaint must be writing and it must fully explain the complaint and all relevant details. The complaint should be filed as soon as possible after the impasse between the teacher and the parent. It shall be the responsibility of the teacher to provide the form to the parent and explain the procedure for using the form. Employees will be allowed to participate at each level of attempted resolution of the complaint.
 - 1. The teacher shall attempt to resolve the complaint within ten (10) business days of receiving the complaint. If the complaint is resolved in a manner that is agreeable to the parent then the teacher shall set forth the resolution in writing and provide copies to the parent, forward a copy to the Chief School Administrator, and retain a copy for the teacher's file.
 - 2. If the teacher is unable to resolve the concern within ten (10) business days, the teacher shall refer the complaint to the Chief School Administrator or the Chief School Administrator's designee with a copy of the teacher's written report attached thereto.
 - 3. The Chief School Administrator or his/her designee will attempt to resolve the complaint within the next ten (10) business days. If the Chief School Administrator requires time in which to investigate the matter, the Chief School Administrator will so inform the parent and note the expected response time. The Chief School Administrator shall resolve the complaint in writing and provide copies of the Chief School Administrator's resolution to the parent and the staff at issue in the complaint.
 - 4. After receiving the Chief School Administrator's resolution of the matter, the parent may ask that the matter be placed on the school Governing Board agenda. The school Governing Board will decide at its next regular meeting if and how to review the complaint. The parent will be advised of the day of the meeting at which the school Governing Board will consider the complaint. Due process rights of employees will be observed.

- D. If members of the public have concerns with the performance of staff members other than noted in paragraphs C and D above, then they shall attempt to resolve their concerns with that staff member by first making an appointment through the staff's immediate supervisor. If a mutually agreeable resolution of the concern or plan for treating the concern is not attained within ten (10) business days, then the member of the public (hereinafter Complainant) may file a written complaint with the staff person's immediate supervisor or his/her designee. The complaint must be in writing on the attached form and fully explain the complaint and all relevant details. The complaint should be filed as soon as possible after the impasse between the staff person and the Complainant. The staff person shall be responsible for providing the form to the Complainant and informing the Complainant of the process. The staff person involved will be allowed to participate at each level of the attempted resolution of the complaint.
1. The department supervisor shall attempt to resolve the complaint within ten (10) business days of receiving the complaint. If the complaint is resolved, the department supervisor shall set forth the resolution in writing and provide copies to the staff persons involved and the Complainant.
 2. If the department supervisor is unable to resolve the complaint with the ten (10) day, then the department supervisor shall refer the complaint to the Chief School Administrator or the Chief School Administrator's designee along with the department supervisor's written report.
 3. The Chief School Administrator will attempt to resolve the complaint within the next ten (10) business days. If the Chief School Administrator requires time in which to investigate the matter, the Chief School Administrator will so inform the Complainant and note the expected response time.
 4. The Chief School Administrator shall resolve the complaint in writing and provide copies of the Chief School Administrator's resolution to the Complainant and staff persons at issue.
 5. After receiving the Chief School Administrator's resolution, the Complainant may ask that the matter be placed on the next school Governing Board agenda. The school Governing Board will decide if and how to review the complaint. The Complainant will be advised of the date of the meeting at which the school Governing Board will consider the complaint. Due process rights of employees will be observed.
- E. General concerns regarding the school shall be submitted first to the department supervisor in writing on the attached form. The department supervisor shall attempt to resolve the complaints within ten (10) business days of receiving the complaint.
1. If the department supervisor is able to resolve the complaint, then the department supervisor shall set forth the resolution in writing and provide copies to the Complainant and to the Chief School Administrator. If the department supervisor is unable to resolve the complaint within the ten (10) business days, then the department

supervisor shall refer the complaint to the Chief School Administrator or the Chief School Administrator's designee along with the department supervisor's written report. The Chief School Administrator will attempt to resolve the complaint in the next ten (10) business days. Should the Chief School Administrator require time to investigate the matter, the Chief School Administrator will so inform the Complainant and note the expected writer response time.

2. The Chief School Administrator shall resolve the concern in writing and provide copies of the resolution to the Complainant and relevant staff members.
 3. Upon receiving the Chief School Administrator's resolution, the Complainant, if they so desire, may ask that the matter be placed on the next school Governing Board agenda. The school Governing Board will decide if and how to review the complaint. The Complainant will be advised of the date of the meeting at which the complaint will be considered. Due process rights of employees will be observed.
 4. The decision of the school Governing Board in all of the above matters is final.
- F. Complaints made directly to the school Governing Board will be referred to the administration with the direction to follow the procedures set forth herein.
- G. The Governing Board as a whole, or individual Governing Board members, shall refuse to hear or act on complaints that have not been processed through the procedures set forth herein.

Section 19.04 Communicating With and Informing the Public

- A. All school personnel are responsible for good public relations; however, the Chief School Administrator is responsible for informing the public and communicating with the public on school matters. Questions relating to school matters should be referred to the Chief School Administrator for the official school response. Employees should not respond to information and communication requests unless specifically authorized to do so. Further, employees should not make representations concerning school matters unless they are specifically authorized to do so.

Section 19.05 Media Relations.

- A. All communication with the news media regarding school matters shall be done by the Chief School Administrator or the Chief School Administrator's designee. An employee, without specific authorization to communicate with news media on school matters, who does so anyway, may be subject to disciplinary action up to and including termination.

Section 19.06 Public Conduct on School Property.

- A. Parents and members of the public shall comply with all standards of behavior set forth in the FIRST MESA ELEMENTARY SCHOOL Policies and Procedures Manual while on school property or at school functions.

- B. There shall be no use, possession, gifting or sale of alcohol, other controlled substances or tobacco on the FIRST MESA ELEMENTARY SCHOOL campus, vehicles, or at school activities.
- C. The public shall not act in a manner intended to obstruct, disrupt, interfere with, or in any way negatively impact the work of the school or the attainment of the school's mission and philosophy.
- D. Members of the public shall follow the lawful direction of school personnel while on campus. Unauthorized entry, use or occupation of school facilities' grounds, buildings, equipment and/or property is prohibited.
- E. Members of the public may not enter or remain in the administration buildings, classrooms or residential facilities without appropriate authorization by school personnel authorized to grant such authorization.

Section 19.07 General School Community Relations

- A. The school wishes to cultivate and facilitate positive relations with the community in order that the focus of the community and the school can remain on the children and their education. To that end, it is the school's desire that the local community and parents know and understand the school's mission and philosophy statement and all aspects of the school's operation. The school welcomes public comment and recommendations through the channels set forth herein. The school desires the community support and cooperation in carrying out this most important community function—the education, development, and health, safety and well-being of the community's children.

Section 19.08 Confidentiality Agreement

All staff, students, school board members parents/guardians, volunteers and all others associated with or participating in FMES, in any way, must read, understand, agree to comply with and sign the Confidentiality Agreement attached hereto at Appendix XIX D. This phrase prior to any employment or association with FMES or participating in any FMES activities.

Section 19.09 Sex Offender Policy

The First Mesa Elementary School (FMES) School Board (Board) is committed to the safety of students and other persons on School property. In order to maintain a safe school environment, the Chief School Administrator and all school personnel shall enforce the provisions of this policy at all times.

Pursuant to Title I of the Adam Walsh Child Protection Safety Act of 2006 (42 U.S.C. §16911 et. seq.), the Hopi Tribe has enacted provisions of the federal Sex Offender Registration and Notification Act (SORNA) pursuant to the Hopi Ordinance -044-207, Hopi Sex Offender Registration Code (HSORC). Hopi law currently states that, "A sex

offender who has been convicted of a covered offense involving minors shall not be permitted within five hundred (500) feet of an elementary school, junior high school, high school, playground, or childcare facility.” To further FMES’ commitment to providing a safe environment for its students, FMES aims for awareness, prevention, and enforcement of the HSORE and related laws in a coordinated response to child sexual abuse and other crimes against and abuse of children.

No person that FMES reasonably suspects has ever having pled guilty or *nolo contendere* to a covered offense or has been required to register with the sex offender registry may enter, be present upon, or be with 500 feet of any FMES property, or at any FMES event.

All persons who are required to register under SORNA, are expressly forbidden to be present on any property owned or operated by FMES, including School buildings, athletic fields, playgrounds, parking lots, school buses, activity buses, or the property of any kind for any reason, including attendance at sporting events or other school related functions, whether before or after school hours. In addition, all such persons may not attend or be present at any school function or field trip on or off School property that is (1) School-sponsored or (2) otherwise under the official supervision or control of School personnel or sponsored by the School. This policy applies to all persons covered by SORNA or HSORC regardless of their relationship to or affiliation with a student in the School system.

FMES may check sex offender registry databases to determine whether visitors are registered sex offenders before allowing them onto FMES property or to any FMES event. See <http://hopi.nsopw.gov>

FMES may periodically examine, print, and distribute information and pictures of sex offenders listed in the databases of the State of Arizona and Hopi Tribe or other applicable databases to all key personnel, including administration, front office staff, and security, to be vigilante for any of the listed persons.

FMES shall register for community notifications so it will be notified by email when a sex offender registers a home, work, or school address that is near FMES. Upon receipt of such notification, FMES will take action necessary to keep its students safe, which may include written notification of staff and parents.

PROCEDURES:

If a person is found on or within 500 feet of FMES property in violation, FMES’s protocol is as follows:

1. Notify Chief School Administrator or designee.
2. Contact the Facility Manager or his/her designee for assistance

3. If between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, contact Hopi Resource Enforcement Services (HRES) Office, Department of Sex Offender Registration & tracking Office (SORT). (928-734-7340)
4. If outside of the hours of 8:00 a.m. and 5:00 p.m., contact BIA dispatch.

SORNA and the HSORC, and all amendments thereto are made a part of this policy by reference and shall be consulted when related issues arise.

Appendix XIX - A
REQUEST FOR RECORDS

I, _____ (Proof of requesting party's identity required) hereby make
[Print Name of Requesting Party]

written demand for _____
(State with specificity, to include document type, date, etc., the precise records requested.)

FIRST MESA ELEMENTARY SCHOOL (hereinafter "School") is providing this/these record(s) because it believes it may be required to do so by applicable law. The requesting party, as indicated by their signature below assumes all responsibility and liability for the production of the record(s) to said requesting party and any further use, publication, or any other action relative to the record(s) or contents thereof. The requesting party further agrees to indemnify and hold harmless the School for producing the record(s) pursuant to their demand. The requesting party is prohibited from disclosing or providing a copy of the protected record to any other person.

Date

Signature of Requesting Party

Home Phone or Daytime Phone, where you
may be reached and mailing address

Appendix XIX - B

RESPONSE TO REQUEST FOR RECORDS

FIRST MESA ELEMENTARY SCHOOL's (hereinafter "School") response to your request for records is as follows:

☐ Approved upon payment of cost of production. Cost of production is _____.

☐ The School does not maintain the record(s) requested. _____
[Name of Agency or "unknown"]
may maintain the requested record.

☐ Denied

1. Description of record or portions to which access denied
2. Reason for denial to include citation to authority
3. This denial may be appealed to the School's Chief School Administrator upon:
 - a) Filing a written appeal in the Chief School Administrator's office within ten (10) business days of the date of this denial;
 - b) The written appeal MUST include written reasons why the record(s) must be released, why the denial is unlawful and why the cited authority is inapplicable;
 - c) Failure to include the foregoing or deliver the appeal to the Chief School Administrator's office within the above time will result in denial of the appeal.
4. The decision of the Chief School Administrator is the School's final decision.

Appendix XIX - C
PUBLIC CONCERN—COMPLAINT

Complainant: Name:

Address:

Telephone:

Name of Student(s) concerned or Person(s), if any, the Complainant is representing:

Statement of Complaint (provide specific details by clearly stating the complaint and all relevant dates, statements and witnesses):

Action Requested:

Dated:

Signature:

Appendix XIX -D

FIRST MESA ELEMENTARY SCHOOL

Employee Confidentiality/Communication Agreement

In performing my assigned duties and responsibilities with First Mesa Elementary School (FMES or the School), I understand that maintaining confidentiality is critical to the mission of FMES, for compliance with Hopi and applicable federal laws, and for maintaining the public's trust. I further understand that my assigned duties and responsibilities may include the use of sensitive, confidential information, including without limitation: financial information, personnel information, student information, legal issues, attorney-client privileged information, civil and criminal investigation information, and other sensitive information involving staff, students, board members and community members.

Students, in particular, have the right to expect that information and communication about them will be appropriate and kept confidential by all staff and volunteers under general Hopi law and applicable Federal law. Federal law addresses . . . “the privacy-related concerns of educators, parents and students in the Family Educational Rights and Privacy Act (FERPA).” FERPA allows the government to withdraw federal funds from any educational institution that disseminates information about a student to an unauthorized individual without his or her parent's consent. This dissemination includes both written and verbally transmitted information. The Individuals with Disabilities Education Act (IDEA/SPED) also has strict student confidentiality requirements. I understand that each student with whom I work has the right to expect that no information regarding him or her will be repeated to anyone other than authorized School department employees, the teacher or the CSA. If the student reveals information regarding his or her well-being that is of concern to me, I will report this to the student's teacher and CSA immediately. The staff must file a SCAN report when applicable.

I understand that I may not share information about a student even with others who are genuinely interested in the student's welfare, such as social workers or nurses/physicians (a grave medical emergency, in which confidential information may be necessary for a student's care, is

the only exception). Thus, I understand that I must refer all such questions to the School employees so authorized and indicated to me, typically the student's teacher or the CSA.

Parents, friends, or community members may in good faith ask questions about a student (about his progress or his classroom, for example). I understand that I must refer all such questions to the authorized School employees. I understand that I may not share information about a student with members of my own family or with the student's family unless authorized.

I understand that I cannot engage in gossip or other inappropriate communication, including electronic communication, regarding School matters, students, staff and related issues.

I will not discuss any confidential information in any public areas, hallways, gathering spaces, etc. I will hold all confidential information of which I have knowledge in confidence, as required by law. I agree to utilize confidential information obtained by me only in performance of my job responsibilities.

I understand that I must comply the Policies and Procedures of FMES as stated in the First Mesa Elementary School Policies and Procedures Manual, and specifically:

Section 4.28 – Family/Personal Matters/Gossip;

Section 6.11 – Anti Harassment;

Section 6.14 – Social Media Policy;

Section 9.26 – Prohibition of Harassment, Intimidation and Bullying;

Section 19.08 – Confidentiality and Communication Policy; and

Section 19.09 - Sex Offender Policy.

I understand these policies, I understand that I cannot violate these policies, I understand that I cannot disclose information that we receive about the School, nor can I gossip about or malign FMES, FMES students or staff and I agree to keep School related matters confidential.

Unauthorized disclosure, copying and/or misuse of confidential information is a serious breach of duty and will result in disciplinary action up to and including termination of employment, volunteer status or other associations with FMES. Further, this agreement mandates compliance extending beyond employment, contract, or association with FMES, as required by law.

Note: This agreement is to be read and signed. A copy is retained in the employee's Personnel File, or volunteer, associate file, in the Human Resources Department.

Name (printed):_____ Date:_____

Signature: _____

cc: Employee's Personnel File
Volunteer/Associate File

ARTICLE XX. POLICIES REGARDING THE ACQUISITION AND ADMINISTRATION OF FEDERAL GRANTS FOR CONSTRUCTION

Section 20.01 General Policy Statement

The following are guidelines, procedures and policies to be followed by all School employees, those performing under contracts with the School and all subcontractors and all others involved in the acquisition and/or administration of any federal grant for which the School applies or which it receives.

It is the intent of these guidelines, procedures and policies to cause the School and the above-named parties to act in compliance with all applicable federal, Hopi and local laws, rules and regulations, and these policies shall be construed and interpreted to accomplish that intention. The School incorporates by reference into these policies: the written terms and conditions of any such grant, 43 CFR § 12.76 and amendments thereto; regulations of the Department of the Interior; and other laws, rules or regulations found to be applicable; into these policies.

Should a conflict arise between these policies and the various laws, rules and regulations then the Hopi Code shall control over these policies and local laws, rules and regulations; and the laws, regulations and rules of the federal government shall control over the foregoing or as applicable law requires.

Section 20.02 School Procurement Standards and Ethics

1. General. When procuring property and services under a grant, the School shall use and enforce its established adopted policies and procedures, including, but not limited to, its procurement, conflict of interest and anti-nepotism policies, all of which are incorporated herein by reference, except and wherein said policies conflict with the guidelines, procedures, and policies set forth herein and/or the laws, rules and regulations of the federal government, granting agency, Hopi and/or local laws or regulations.
2. Standards.
 - a. The School, its contractors and their subcontractors will use School procurement procedures which reflect applicable federal, Hopi and local laws, rules and regulations, and the standards specifically set forth in 43 CFR § 12.76 and amendments thereto. In the event of any conflicts, the federal law shall control.
 - b. The School will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

- c. The School does and will maintain a written code of standards of conduct governing the performance of the School's employees in the administration of contracts and other procurements. Said employees are and shall be subject to the standards, guidelines, procedures and policies set forth herein and other applicable policies set forth in the School's policy manual.
- d. In addition to the conflict of interest and anti-nepotism policies set forth in the School's policy manual, a conflict will also arise when: (i) an employee, officer or agent of the School, (ii) any member of his or her immediate family, (iii) his or her partner, or (iv) an organization which employs or is about to employ any of the above, has a financial or other interest in a firm, person or entity selected for an award.
- e. The School, School employees, contractors, their subcontractors, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements. A violation of standard (c) or (d) may result in diminution or loss of contract, or disciplinary action up to and including termination.
- f. The School, its contractors and their subcontractors shall review proposed procurements to identify unnecessary or duplicative purchases. In said review, consideration shall be given to consolidating or breaking up procurements to obtain a more economical purchase. Where appropriate, leases should be considered in place of purchases, and other such possible cost-saving alternatives should be considered.
- g. Where possible and to foster greater economy and efficiency, the School shall enter into agreements with the Hopi and local governmental agencies for procurements or use of common goods and services.
- h. Where feasible and economically advantageous, the School shall use federal excess and surplus property in lieu of purchasing new equipment and property.
- i. The School shall use "value engineering" clauses in contracts for construction projects where appropriate in order to identify and incorporate reasonable opportunities for cost reductions. "Value engineering" is defined as "a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost."
- j. The School shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The following criteria shall be used in making this determination: (i) contractor integrity; (ii) contractor compliance with public policy; (iii) contractor record of past performance; (iv) financial stability of contractor; and (v) identifiable technical resources and expertise of contractor.

- k. The School shall maintain records which identify the process, basis, terms and conditions and other factors necessary for a thorough review of each procurement. Such records shall include, but are not limited to: (i) rationale for the method of procurement; (ii) basis for selection of contract type; (iii) basis for contractor selection and rejection; and (iv) basis for contract price.
- l. The School shall not use time and material type contracts unless and only if: (i) there is a written determination that no other contract is suitable, setting forth the basis for said determination; and (ii) the contract includes a ceiling price that the contractor exceeds at its own risk.
- m. The School, its employees and agents are responsible for settlement of all contractual and administrative issues arising out of procurements. The School, its employees and agents shall exercise good administrative practice and sound business judgment in settlement of these issues. The proper agency shall be consulted regarding matters which are primarily a federal concern. Violations of any laws or regulations shall be referred to the relevant and appropriate authority.
- n. All disputes or protests relative to any procurement must be submitted, in writing, to the School's chief administrator, or designee, within fifteen (15) business days of the event or events giving rise to the dispute. Said written notice shall include a detailed description of the basis for said dispute or protest, including, but not limited to, policies or specifications at issue, dates, times, actions, names of parties and witnesses relevant to the dispute or protest. Facts not submitted initially may be precluded in further consideration of the dispute or protest. Failure to provide said notice within the time noted above shall constitute a waiver of the dispute or protest.

The School's chief administrator shall have thirty (30) days from submission of a notice to resolve said dispute or protest. The party disputing or protesting any procurement must participate with the School's chief administrator, or designee, in discussions and negotiations and other dispute resolution procedures in an attempt to resolve the dispute or protest. Should the dispute not be resolved by the School's chief administrator, or designee, within the time set forth above, said dispute and record thereof shall be submitted, by the School's chief administrator, to the School Governing Board for its consideration. The party disputing or protesting the procurement may submit a written statement to the School Governing Board at that time for its consideration. A decision of the School Governing Board shall be final. Only after exhausting the above administrative remedies may a protestor pursue a review with the federal agency.

Any review by the federal agency shall be limited to: (i) violations of federal law or regulations, the standards of this section (violations of Hopi or local law shall be under the jurisdiction of Hopi or local authorities); and (ii) violations of the School's or the School's contractors or subcontractors for failure to review a complaint or protest.

Section 20.03 Adoption as Policy of Training, Guidelines and Procedures

The School. adopts as policies the guidelines and procedures relative to the acquisition and administration of federal construction and related grants as set forth in the following training materials attached hereto and made a part hereof. It shall be the duty of the School staff, contractors, subcontractors, employees and agents to familiarize themselves with, know and comply with said policies. Failure to do so may result in the termination of relevant contracts and/or disciplinary actions. Any questions regarding these policies or their meaning should be referred to the Chief School Administrator or his/her designee in writing.

I. Sources of Regulations

- A. OMB Circular A-120
- B. Common Rule (adopted by Interior Department in 43 CFR § 12 (1993))
- C. OMB Circular A-87 (accounting principle for state and local government)
- D. OMB Circular A-128

II. Schools Usually Not Subject to FAR (Federal Acquisition Regulation) Unless Required in the Grant

III. Three (3) Categories of A-102 Policies

- A. Pre-Award Policies
 - 1. Determine whether grant or cooperative agreement
 - 2. Establish funding priorities and publish in the Federal Register
 - 3. Requires use of forms unless OMB approves otherwise; requires “program narrative statement” stating objectives and needs for assistance, results or benefits expected, project location
 - 4. Debarment, suspension, other ineligibility and high risk; criteria for ranking; may impose additional requirements for “high risk”
 - 5. Adjustments of the awards: should give immediate notice; adjustment only to that part of grant following notice, pro-rata adjustment of required matching
- B. Post-Award Policies (principally cash management and financial reporting); Common Rule, Subpart C supplements this
 - 1. Minimize time between transfer of grant to recipient and recipient’s need for the funds (also in Common Rule as “basic standard”)
 - a. agency may fund by reimbursement
 - b. agency may provide initial “working capital advance,” then by reimbursement
 - 2. Financial reporting (A-120 § 7(c)1, Standard Form)
 - a. financial reports
 - b. accounting records
 - c. internal controls
 - d. budget controls
 - e. cash management

3. Any program income (rent, interest, sales) used to defray program costs
4. Purchase/acquisition of real property and equipment
 - a. title vests in School subject to conditions on disposition
 - b. used only for grant purposes
 - c. may not dispose or encumber interest
 - d. request instructions from agency for disposition of property (only three (3) alternatives)
 - i) allow School to retain after compensating agency
 - ii) School sells with proceeds to agency
 - iii) transfer title to agency or third party approved by agency

(If it is equipment worth less than \$5,000.00, School may keep, sell or otherwise dispose without any further obligation to agency. If worth more than \$5,000.00, School may keep or sell, but must pay agency based on agency's share of the equipment). See Common Rule 53 FR 8095.

C. After-the-Grant Policies

1. Agency must notify School, in writing, before end of grant of all final reports due, when due, where to submit
2. Close-out requirements
 - a. close-out reports
 - i) School submits to agency within ninety (90) days of termination of grant
 - ii) within ninety (90) days of submission, agency makes upward/downward adjustments and promptly pays allowed reimbursable costs
 - b. disallowance of costs - agency retains right to disallow and recover cost on later audit
 - c. collection - agency may collect from School amounts due from audit findings

IV. Procurements - Generally

- A. School and School's contractor and subcontractor
- B. Basic policy of common rule is for School to use its own procurement rules that are consistent with federal, Hopi and local law
- C. Minimum standards
 1. Require contractors to perform according to terms, conditions and specifications of contract (project coordinator, supervisor, independent architects) (lawsuit documentation)
 2. Written code of conduct for employees awarding and administering contracts
 3. Bar conflicts interest by employees and enforce
 4. Maintain records which show:
 - a. rationale for method of procurement
 - b. contract type
 - c. contractor selection or rejection
 - d. basis for contract price
 - e. encouraged to use "value engineering" clauses - show why did or did not ("value engineering" defined as: See 43 CFR 12.76(b)(6))

- D. School is responsible for:
 - 1. Source evaluation issues
 - 2. Protests
 - 3. Disputes
 - 4. Claims

(Agency prohibited from substituting their judgment unless primarily a “federal concern”)

V. Competition and Specification Requirements

- A. General policy - All procurement transactions must be made subject to full and open competition
- B. Prohibited acts
 - 1. Placing unreasonable qualifications and requirements on firms
 - 2. Requiring unnecessary experience, excessive bonding, brand names over equal generics
 - 3. Noncompetitive awards to consultants on retainer
 - 4. Allowing organizational conflicts
 - 5. In-state or local preferences unless authorized by law
- C. Requirements
 - 1. Clear and accurate technical specifications
 - 2. Specifications must state minimum essential characteristics of material, service or product to be procured
 - 3. “Brand name” or equal specifications only permitted where not economical or practical to do otherwise
 - 4. Identify all requirements to be fulfilled
 - 5. Identify all factors to be used in evaluating bids
 - 6. Prequalification lists must be updated, provide competition and not preclude potential bidders
- D. Penalty for noncompliance - revocation of grant

VI. Source Selection Methods

- A. Small purchases
 - 1. Less than \$100,000.00 aggregate
 - 2. For services, supplies or other property
 - 3. Must obtain price or rate quotations from adequate number of “qualified sources”
- B. Sealed bidding
 - 1. Preferred method for construction services
 - 2. Conditions necessary for sealed bidding
 - a. a complete, adequate and realistic specification or purchase description if available
 - b. two (2) or more bidders are willing and able to compete effectively and for the business
 - c. procurement lends itself to a firm fixed price contract and selection can be made principally on the basis of price
 - 3. Requirements
 - a. must award a written firm fixed-price contract to the lowest responsive and responsible bidder (Hopi and _____)

- business preference)
 - b. invitation for bid (IFB) publicly advertised with sufficient time before bid opening
 - c. IFB must contain sufficient specifications and definitions to properly bid
 - d. **all** bids opened publicly at the time and place published in IFB
 - e. IFB must state “any and all bids may be rejected for a sound documented reason”
- C. Procurement by competitive proposals
- 1. Request for Proposals (RFPs) are advertised and sources submit offers
 - 2. Either a fixed price or cost reimbursement-type contract is awarded
 - 3. Typically used when conditions not appropriate for use of sealed bids; i.e., hard-to-do specifications, need dialogue, etc. Often used for architectural/engineering services wherein qualifications needs to be evaluated
 - 4. Requirements for this procedure
 - a. RFPs developed and advertised, identifying all evaluation factors and their relative importance
 - b. all responses must be considered
 - c. action must be taken to ensure that proposals are solicited from the maximum reasonably available qualified sources, adequate number of sources is solicited
 - d. the School, its employees, contractors and subcontractors, in each case, will establish the methodology for conducting technical evaluations and awarding and making awards
 - e. awards shall be made to the responsible firm whose proposal is deemed most advantageous to the program, considering price and other relevant factors set forth in the method for analysis
 - f. this procedure specifically authorized for use in qualification-based procurement of architectural/ engineering professional services. Qualifications must be evaluated and the most qualified competitor selected subject to negotiation of fair and reasonable compensation
 - g. where price is not used as a selection factor in this method of procurement, only architectural/engineering professional services may be procured. This method, where price is not a selection factor, cannot be used to purchase other types of services even though architectural/engineering firms may be a potential source to perform the proposed services
- D. Procurement by noncompetitive proposals
- 1. This method of procurement may not be used unless the award of a contract is not feasible through one of the other preceding source-selection methods. Further, at least one of the following circumstances must apply:
 - a. the item is available only from a single source;
 - b. public exigency or emergency will not permit the use of the three (3) other forms of procurement not permit the delay resulting from

- competitive solicitation;
 - c. awarding agency authorizes noncompetitive proposals; or
 - d. after solicitation, the number of sources of competition is determined inadequate
 - 2. Requirements
 - a. the School must perform a cost analysis verifying the proposed cost data, the projections of the data and evaluation of the specific elements of cost and profits
 - b. the School may be required to, and in such cases shall, submit the proposed procurement to the awarding agency for a pre-award review in accordance with 43 CFR § 12.76(g)

VII. Disadvantaged Business Enterprise (DBE) Requirements and Other Socioeconomic Requirements

- A. The School, its contractors and subcontractors shall take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms (hereinafter collectively referred to as “DBEs”) are used when possible. The above-described affirmative steps shall follow the priorities established by the applicable laws, rules and regulations.
- B. Affirmative steps shall include:
 - 1. Placing DBEs on a solicitation list to solicit DBEs whenever they are potential sources
 - 2. Divide requirements, when economically feasible, into smaller tasks to permit maximum participation by DBEs
 - 3. Establish delivery schedules, where the requirement permits, to facilitate participation by DBEs
 - 4. Use services of Small Business Administration and minority business development agencies of the Department of Commerce to identify and solicit DBEs
 - 5. Require contractors and subcontractors to take the above-described affirmative steps

VIII. Contract Cost and Price Requirements

- A. The School, its contractors and subcontractors shall perform a cost or price analysis relative to every procurement action, including contract modification. Such analysis shall include:
 - 1. The School shall make an independent cost and price estimate before receiving bids and proposals
 - 2. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost; e.g., under professional, consulting and architectural engineering service contracts
 - 3. A cost analysis must be performed when adequate price competition is lacking, for sole-source procurements, contract modifications or change orders (unless price reasonableness can be established by reliable market devices or set by law or regulation)
 - 4. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price

5. The School, its contractors and subcontractors shall negotiate profit as a separate element of the price when:
 - a. there is no price competition; and
 - b. in all cases where cost analysis is performed
- B. Criteria for determining a fair and reasonable profit are:
 1. Complexity of the work
 2. Risk borne by contractor
 3. Investment by contractor
 4. Quantity of subcontracting
 5. Quality of contractor's record and past performance
 6. Industry profit rates for similar work in that area
- C. Estimated costs shall be allowable only to the extent they are consistent with federal cost principles as set forth in 43 CFR 12.62
- D. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used

IX. Agency Review

- A. At the awarding agency's request, the School, its contractors and subcontractors shall make available all technical specifications of proposed procurements
- B. At the awarding agency's request, the School, its contractors and subcontractors shall make available, for pre-award review, all procurement documents such as RFPs or IFBs, independent cost estimates, etc., when:
 1. The School, the School's contractors or subcontractors' procurement procedures or operations fail to comply as set forth in 43 CFR § 12.76
 2. When the procurement is expected to exceed the simplified acquisition threshold (\$100,000.00)
 3. There is an award without competition or only one (1) bid is received
 4. The procurement specifies a brand name product
 5. The procurement is added to other than the apparent low bidder under sealed bid for procurement
 6. A contract modification increases the scope or amount of the contract by more than the simplified acquisition threshold
- C. The School may be exempt from pre-award reviews described in paragraph B(1) through (6) above if:
 1. They request an agency review of the procurement system and is certified by the agency
 2. Upon self-certification by the School, pursuant to written assurances that it is compliant with the applicable standards

X. Bonding Requirements

- A. An awarding agency may accept the bonding policy of the School if it has made a determination that its interests are adequately protected
- B. If (A) has not occurred, then the following minimum requirements shall be met:
 1. A bid guarantee equal to at least five percent (5%) of the bid price
 - a. it may be a bid bond, certified check or other negotiable instrument
 - b. the bond is to ensure that the bidder will execute contractual documents within the time specified

2. A performance bond equal to one hundred percent (100%) of the contract price
 - a. to ensure full performance by the contractor under the contract
3. A payment bond equal to one hundred percent (100%) of the contract price
 - a. to ensure the payment of all people supplying labor and material relative to the contract

XI. Miscellaneous Contract Provisions

- A. The School's contracts relative to this grant must contain the following conditions:
 1. For contracts over the simplified acquisition threshold, remedies for breach of contract by contractors and appropriate sanctions and penalties
 2. Termination for cause and convenience clause and the procedure for said actions and basis for settling claims relative hereto
 3. Compliance with equal opportunity provisions
 4. Compliance with Copeland Anti-Kickback Act
 5. Compliance with Davis-Bacon Act
 6. Compliance with Contract Work Hours and Safety Standards Act
 7. Notice of agency requirements and regulations relative to reporting
 8. Notice of agency requirements relative to patent, discovery or invention arising under the contract
 9. Agency requirements and regulations pertaining to copyrights and data
 10. The right of the School, its contractors and subcontractors and federal agencies to all records and documents of contractor necessary for audits and reviews
 11. That all records be retained for three (3) years after final payment
 12. Compliance with The Clean Air Act and the Environmental Protection Agency regulations
 13. Compliance with The Energy Policy and Conservation Act

XII. Compliance with any Applicable Hopi Preference Laws

Section 20.04 Compliance with the Davis-Bacon Act

It is the policy of the School to comply with all rules and regulations arising from its grant status, including, but not limited to, compliance with 40 U.S.C. 276(a) through (a-5), commonly known as the Davis-Bacon Act and amendments thereto. To that end, it is the policy of the School that in all solicitations for contracts and contracts involving actual construction, as defined in 29 C.F.R. 5.5(a) and amendments thereto, in excess of Two Thousand and No/100 Dollars (\$2,000.00) and pursuant to which construction contractors will employ laborers and mechanics, as explained in 29 C.F.R. 5.2 and amendments thereto, the clause, noted at 48 C.F.R. 52.222-6 and as amended, shall be included as part of said solicitation and/or contract, along with the current prevailing wage information as obtained from the Department of Labor.

It shall be the duty of the Project Manager, or in the absence of the Project Manager, the Chief School Administrator, or designee, to ensure that the current provision (as set forth in the most recent version of 48 C.F.R. 52.222-6 or amendment thereto) and the current prevailing wage

information from the Department of Labor are available and disseminated to the relevant staff so that they may be provided and used as required herein and as required by federal law.

In cases where there is uncertainty whether or not the Davis-Bacon Act applies, the above actions shall be taken in order to err, if at all, on the side of compliance.

Section 20.05 Equal Employment Opportunity

It is the policy of the School to comply with all rules and regulations arising from its grant status, including, but not limited to, compliance with Executive Orders 11246 and 11375, as supplemented and explained in 41 C.F.R. 60. To that end, it is the policy of the School that in all solicitations for construction contracts and all contracts expected to be or actually awarded in excess of Ten Thousand and No/100 Dollars (\$10,000.00), the following action shall be taken:

1. The provision set forth in 41 C.F.R. 60-1.4(b) to include “the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs(1) through (7) shall be inserted in every applicable RFP, invitation to bid and contract.
2. The Project Manager shall require any such contractor to keep, furnish and maintain records as required in 41 C.F.R. 60-1.7 and 41 C.F.R. 60-1.12.
3. 41 C.F.R. 60-1.42 shall be included in any such RFP, invitation to bid or contract with the statement that contractors and subcontractors are required to post said notice as required by law.

It shall be duty of the Project Manager to ensure that the current provisions, as set forth in the most recent versions of 41 C.F.R. 60, *et seq.*, are available, disseminated and used as set forth herein.

In cases where there is uncertainty whether or not the above equal employment opportunity procedure are required, they should be utilized and provided to err, if at all, on the side of compliance.

Section 20.06 Employees’ Duty to know and acknowledge the School’s Conflict of Interest Policies

School employees shall review, know and act in compliance with the School’s Conflict of Interest Policies as more fully described in the “Conflict of Interest Agreement,” attached hereto as Appendix XIX-A. All School employees shall familiarize themselves with the Agreement and the policies therein, clarify any confusion regarding the policies with their immediate Supervisor and sign the Agreement as an acknowledgment of their understanding of said policies and their agreement to act in compliance with those policies.

Appendix XX - A

CONFLICT OF INTEREST AGREEMENT

FIRST MESA ELEMENTARY SCHOOL

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 personal gain, relatives and transactions with outside firms and individuals.

Actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is person who is defined as a relative under the School's hiring policy (see Section 2.06 - Anti-Nepotism).

School business dealings with outside firms should not result in personal financial gains for any employee or his or her relatives (see Section 2.06 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of the School, shall make known the interest in the official records of the School, and shall refrain from participating in or influencing the School'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 the School does business but also when an employee or relative receives any kick-back, bribe, substantial gift, or special consideration as a result of any transaction or dealings involving the School. All transactions that can be interpreted to involve personal financial gain shall require specific Governing Board approval.

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

The undersigned employee, as evidenced by their signature below has reviewed school policies 2.06; 2.07; 14.06; and the Federal Grant Construction Policies of the School; and the requirements of 43 C.F.R. 12.76, understands said policies and requirements, and agrees to comply with and be bound by said policies and requirements as an employee of the School. Employee understands that failure to comply with the above noted Conflict of Interest Provisions may result in disciplinary action up to and including termination.

ARTICLE XXI. FOOD SERVICE

Section 21.01 Purpose

FIRST MESA ELEMENTARY SCHOOL participates in the National School Lunch and School Breakfast Programs. These programs make available to school children meals of optimum nutritional value at a minimum cost to the child. This is accomplished by providing a daily meal that meets one-third of the Recommended Dietary Allowance (RDA). The U.S. Department of Agriculture (USDA) reimburses the School for the meals which are not reimbursed. Adult meals must be paid for from other funding sources.

The Food Service Department has a line item budget under the program reimbursements received from the USDA and items budgeted under the program must be used for the purchases of food for student meals and salaries to prepare those meals. These funds cannot be used for any other purpose. Therefore, any food request for parties, potlucks or any other functions must be paid from other funding sources. An approved purchase order will be required before the Food Service Department will order any food items you are requesting.

Under USDA regulations, if an area within the School is designated as an extension of the cafeteria for meal (breakfast and lunch) consumption, that area cannot be used to sell foods or minimal nutritional value during breakfast and lunch. Examples of food considered as having minimal nutritional value are soda, hard candy, chips, corn nuts, gum, cakes, fry bread and caramel popcorn. As a result, foods of minimal nutritional value are not allowed in the cafeteria during meal hours.

Section 21.02 Food Requests

Requests for sack meals shall be submitted five (5) working days in advance. Sack lunch will be provided as needed. Check with the Food Service Department the day before the pickup date to make sure an order has been received. Sack meals requested that are not picked up will be charged to the requester.

Any food request for special events must be submitted ten (10) working days (M-F) in advance. Weekends do not count in the ten (10) days. The Food Service Department does not keep large quantities of food on hand and will order the food according to the menu.

Section 21.03 Food Procurement

All food service purchasing and disbursements are controlled by the procurement accounting and management and disbursements of property sections included in this Manual and food service personnel shall comply with said policies.

Section 21.04 Conduct in Food Service Area

Conduct in the food service area shall be as prescribed, for students and staff, in the other general conduct areas of this Manual. Unruly or inappropriate behavior will result in disciplinary action.”

Section 21.05 Unauthorized Persons

Any unauthorized person due to health and safety reasons will not use the kitchen. The kitchen shall not lend out any of the cooking utensils outside of the School.

ARTICLE XXII. PARENTS IN EDUCATION (PIE) POLICIES

Section 22.01 Mission Statement

The FIRST MESA ELEMENTARY SCHOOL, Parents in Education (hereinafter “PIE”) adopts the Mission and Philosophy Statement of the FIRST MESA ELEMENTARY SCHOOL (hereinafter “FIRST MESA ELEMENTARY SCHOOL” or the “School”) as set forth in the FIRST MESA ELEMENTARY SCHOOL Policies and Procedures Manual and as set forth below. The PIE pledges to promote, support and act in compliance with said Mission and Philosophy Statement.

The FIRST MESA ELEMENTARY SCHOOL, School Governing Board (hereinafter the “Governing Board”) adopts and proclaims the following mission and philosophy statement and shall act in conformance with said statement:

The Mission and Philosophy of FIRST MESA ELEMENTARY SCHOOL (hereinafter the “School”) is based upon the Traditional Cultural approaches to Child Rearing. The School is designed and built to reflect the holistic direction of a Home. We strive to guide a child to proper Emotional, Social, Physical and Spiritual Development through extensive Culture and Language programs.

Section 22.02 PIE Additional Mission Statement.

It shall be a further purpose and mission of the PIE to:

- a. Support and speak on behalf of children and youth at FIRST MESA ELEMENTARY SCHOOL, in the community and before governmental bodies and other organizations that make decisions affecting children.

- b. Support, promote and speak on behalf of FIRST MESA ELEMENTARY SCHOOL in the community and before governmental bodies and other organizations that make decisions affecting FIRST MESA ELEMENTARY SCHOOL.
- c. Assist parents in developing the skills they need to raise and protect their children; and
- d. Encourage and facilitate parent and public involvement in FIRST MESA ELEMENTARY SCHOOL.

Section 22.03 Understanding Roles of Different Groups at FIRST MESA ELEMENTARY SCHOOL.

- a. There are different groups and entities at FIRST MESA ELEMENTARY SCHOOL. Each group has a specific role to play. Each interrelated group must know and operate within its parameters. The PIE is one of these groups. It is important that the PIE know and acknowledge these different groups, their duties and their parameters, including their authority. This knowledge and acknowledgement will allow the PIE to best fulfill its role.

The purpose of FIRST MESA ELEMENTARY SCHOOL and each group is the children. The children served by FIRST MESA ELEMENTARY SCHOOL must remain the focus of each of these interrelated groups. All employees, officials and community members involved in the mission of FIRST MESA ELEMENTARY SCHOOL must keep the focus on the best interests of the children. All our actions and energies should be directed toward the education, development and well-being of our community's children. Personal disputes and arguments between adults must not be allowed to detract from this simple, yet very important focus.

- b. School Governing Board. The School Governing Board (hereinafter "Governing Board") is the entity authorized by Hopi law to act on behalf of FIRST MESA ELEMENTARY SCHOOL. Only the Governing Board may take lawful action that is binding upon FIRST MESA ELEMENTARY SCHOOL.

The Governing Board may only take such action as a group by motion/resolution duly moved, seconded and voted on at public meetings. The Governing Board may not act otherwise. Governing Board members are not authorized to act individually on behalf of FIRST MESA ELEMENTARY SCHOOL or outside of a public meeting unless specifically authorized to do so by a vote of the Governing Board in a public meeting.

Hopi law mandates local control of community schools through the local election of School Governing Board members. The School Governing Board members are then given the legal responsibility, as a group, to operate the School. Local control does not mean control by ad hoc committees or groups of parents, community members or villages, but it does mean operation of the School through the actions

of locally-elected School Governing Board members who are accountable to local communities through the election process.

The School Governing Board has broad policy-making and oversight functions. They do not become involved in the day-to-day operation of the School, but set policy delegate limited authority and designate others or other groups to perform the day-to-day operation of the School and accomplish other needed functions. It is important to realize that the authority of every other group at the School, including the PIE, is derived from a grant of limited authority from the School Governing Board. The Governing Board is responsible for the actions from all of the other groups and retains the authority to control these groups.

- c. Administration. The administration is composed of professionals hired by the School to carry out the day-to-day operation of the School. It is the duty of these administrative professionals to enforce the policies set by the Governing Board and attend to the day-to-day operation of the School. The Chief School Administrator is the chief operating officer of the School and is responsible for this administrative function. The Chief School Administrator's authority arises from a grant of limited authority from the School Governing Board to accomplish those administrative duties. The Chief School Administrator reports to and is controlled by the School Governing Board.
- d. Staff. The staff is composed of education professionals and trades people who are responsible for accomplishing the myriad specific tasks that are necessary for the School to perform its mission. It is this group that performs the specific teaching, maintenance, housing, security and other tasks necessary to provide the services to the children and the community. The staff is supervised by the administration and Chief School Administrator in carrying out their tasks. The Governing Board has given the Chief School Administrator limited authority to organize and supervise the staff.
- e. PIE and Other Similar Groups or Entities. The PIE is also an arm of the School authorized by the School Governing Board. The PIE does not have an independent source of authority. The purpose of the PIE is to provide support to the School in accomplishing the School mission and act in an advisory capacity on specific School matters. The PIE is part of the School team. The PIE is not authorized to operate the School or dictate how the School should operate.

The Governing Board has authorized the PIE to serve in the above functions and to assist in providing a larger perspective on School matters. It is hoped that the PIE will provide a positive communication link to and from the community. The PIE is, as are the other School groups, subject to all the rules, policies and procedures set forth in the Policies and Procedures Manual and other Governing Board directives.

Section 22.04 Membership.

- a. Membership in the PIE is open to mothers, fathers and legal guardians of students. Members may attend PIE meetings and participate in the proceedings, except they may not vote unless and until they fulfill the requirements to become voting members.
- b. Voting Members.
 - (i) Voting members must attend either the first organizational meeting of the PIE or two (2) other meetings of the PIE to qualify to be voting members.
 - (ii) Voting members must fill out the membership form.
 - (iii) Voting members must sign the PIE Voting Member Pledge.
 - (iv) The PIE shall keep a record of attendance, membership forms, pledge forms and a current list of voting members. Only those members on the list shall be allowed to vote on PIE matters.
- c. Non-voting members may attend PIE meetings; however, they may not participate or vote in these meetings.
- d. Expulsion of Members. Any member may be expelled for cause at a duly-called meeting of the PIE by a simple majority vote of the voting members present if a quorum is met. "Cause," as used in this section, is any conduct injurious or prejudicial to the good order, peace or interest of the PIE or FIRST MESA ELEMENTARY SCHOOL, or at variance with the PIE and/or the FIRST MESA ELEMENTARY SCHOOL Mission and Philosophy Statement, policies and procedures, bylaws or rules. Prior to expulsion, the member considered for expulsion shall be given the opportunity to be heard at the meeting. The time allowed for the member to be heard may be reasonably limited by the presiding officer. Any member who is to be considered for expulsion shall be notified by a letter addressed to the member's address of record, of the intention to move for the member's expulsion and the date and time of the meeting at which the expulsion will be considered. This letter shall be mailed to the member five (5) working days prior to the meeting. Any member so expelled may not participate in PIE meetings or activities for the remainder of the school year.
- e. Non-members may attend PIE meetings; however, they may not participate in the meeting nor may they vote.

Section 22.05 Officers.

- a. Identity of Officers. The PIE shall have the following officers: president; vice president; secretary; and treasurer.
- b. Election of Officers. Officers shall be nominated and elected at the first annual meeting the PIE at the beginning of each new academic year. The term of office for each officer shall be one (1) year. The Chief School Administrator, or designee, shall preside over the first annual meeting and the nomination and election of officers. Nominations shall be received from the floor and elections shall be by a show of hand. Officers are subject to approval by the School Governing Board. Officers shall be appointed and installed by the Governing Board at the next following Governing Board meeting after elections. Officers shall assume office at such time as they are officially appointed by the Governing Board, accept the office and are sworn in. Employees or School Governing Board members of FIRST MESA ELEMENTARY SCHOOL are not allowed to be officers of the PIE.
- c. Duties of Officers.
 - (i) President. The president shall preside at all meetings of the PIE and Executive Governing Board. In the absence or inability to act by the president, the vice president, secretary and treasurer shall act in that order and that capacity. The president is authorized to recognize and reasonably limit speakers and discussion and otherwise make rulings to ensure the efficient and orderly process of PIE meetings. The president is also designated as the official spokesperson for the PIE. It is the president's responsibility to set the agenda for upcoming meetings in a timely fashion to allow publication of said agenda as set forth herein.
 - (ii) Vice President. The vice president shall perform all of the duties of the president in the absence or inability to act of the president.
 - (iii) Secretary. The secretary shall keep and file all records, conduct the correspondence and have custody of all the papers of the PIE. The secretary shall be responsible for recording PIE meetings and preparing Minutes of the PIE meetings. The secretary shall also be responsible for posting all required notices of meetings, agendas and other types of notice. The secretary shall also, in general, perform the customary duties of such office.
 - (iv) Treasurer. The treasurer shall collect and account for all funds relative to the PIE. The treasurer shall submit a detailed report of all fund accounts at each meeting. The treasurer shall also ensure that all funds are disbursed in strict compliance with FIRST MESA ELEMENTARY SCHOOL policies and procedures.
 - (v) All Officers. The above-described officers also constitute the Executive Governing Board of the PIE. The Executive Governing Board of the PIE is responsible for conducting the affairs of the PIE between regularly

scheduled meetings and carrying out resolutions and official directives flowing from PIE meetings. The officers of the PIE shall also serve in said official capacities on the Executive Governing Board. Should vacancies appear in an office and/or on the Executive Governing Board, the Executive Governing Board shall recommend a replacement or names of possible replacements to the School Governing Board. The School Governing Board shall appoint and install a replacement officer should a vacancy occur.

d. Meetings.

- (i) Regular PIE meetings shall be held on the first Monday of each month at 5:30 p.m. in the Cafeteria at FIRST MESA ELEMENTARY SCHOOL, unless otherwise noted by FMES.
- (ii) Special meetings may be called by the School Governing Board, the PIE president or by three (3) of the Executive Governing Board members.
- (iii) A schedule of the regularly scheduled meetings shall be posted at the School and all villages served by FIRST MESA ELEMENTARY SCHOOL.
- (iv) Any change in or additional meetings shall be publicized by posting notice of said meetings, forty-eight (48) hours prior to the meeting, at FIRST MESA ELEMENTARY SCHOOL's administration building and all villages.
- (v) The president shall be responsible for setting an agenda forty-eight (48) hours in advance of any PIE meeting. The president shall receive suggestions for agenda items up to that time. It shall be the responsibility of the president to inform the secretary of the proposed agenda. The secretary shall be responsible for posting the proposed agenda at least twenty-four (24) hours prior to the meeting at the administration building of FIRST MESA ELEMENTARY SCHOOL and all villages served by FIRST MESA ELEMENTARY SCHOOL.
- (vi) The PIE shall comply with the open meeting law set forth at Hopi Ordinance 36.
- (vii) All action by the PIE must be taken by a majority vote of voting members present at a duly-noted and called meeting at which a quorum is present unless otherwise specifically stated herein. The PIE may not act except by resolution or motion arising from motions duly made and seconded and voted on as noted above. The secretary shall cause a tape recording of the meeting and Minutes which shall reflect the proceedings, including wording of the motion, motioning party, seconding party and vote. Minutes shall be reviewed, corrected and approved at the next following meeting. Minutes shall be provided to the Governing Board each month.

- (viii) The presence of six (6) voting members at a duly-noted meeting is necessary to establish a quorum. If a quorum is not present, the only permissible, official action that can be taken is adjournment.
- (ix) Meetings shall be conducted pursuant to Robert's Rules of Order.
- (x) The presiding officer shall control the meeting to ensure that meetings proceed in an orderly and efficient manner in order to accomplish the business of the PIE. The presiding officer is authorized to take such reasonable measures to accomplish the foregoing.
- (xi) The academic director and all teachers must attend at least four (4) PIE meetings per year. Any excuses must be approved in writing by the Chief School Administrator and appropriate substitutes shall attend.

Section 22.06 Functions

- a. Organize and perform volunteer activities to support School functions.
- b. Annually review and provide written comment regarding the School curriculum. The curriculum shall be discussed at the second meeting of the year and the PIE comments should be developed and written at the third meeting of each year.
- c. Review and report on School policies annually. This review should take place in the second half of the school year. The PIE should review the current FIRST MESA ELEMENTARY SCHOOL Policies and Procedures Manual or sections thereof and comment and provide their written comments to the School Governing Board.
- d. Identify and participate in School activities. By the fourth meeting of the school year, the PIE shall provide the Chief School Administrator with a proposed list of activities for the upcoming school year and a narrative of expected PIE involvement in each activity. This shall be submitted at the next following School Governing Board meeting for School Governing Board review, modification, if necessary, and approval.
- e. All proposed activities of the PIE shall be submitted to the Governing Board for review and approval.
- f. The PIE shall strive to create harmony and positivism at the School and assist the School in avoiding divisiveness and unhealthy competition between classrooms and other groups at the School.

Section 22.07 Amendments

These policies and procedures for organization and operation may only be amended pursuant to a recommendation of the PIE adopted by a two-thirds (2/3) vote of all voting members registered and eligible to vote. The Governing Board shall then consider the recommendation and accept, modify or reject the amendment. The Governing Board may also amend these policies and procedures on its own motion.

Section 22.08 Procedure for PIE Concerns

- a. PIE concerns not covered above shall be submitted to the Chief School Administrator on the Complaint Form attached hereto. The Chief School Administrator shall attempt to resolve the complaint with the PIE Executive Governing Board within ten (10) working days of receiving the complaint. Should the Chief School Administrator require additional time in which to investigate or research the issue, the Chief School Administrator shall so inform the PIE Executive Governing Board and provide them with a reasonable time for a response. If the Chief School Administrator is able to resolve the complaint to the satisfaction of the PIE Executive Governing Board, then the Chief School Administrator shall set forth the resolution in writing and provide a copy to the PIE Executive Governing Board and a copy to the School Governing Board to be presented under reports at the next School Governing Board meeting.
- b. Should the Chief School Administrator not be able to resolve the complaint as set forth above, the Chief School Administrator shall notify the PIE Executive Governing Board of the Chief School Administrator's final decision on the matter and provide that decision to the PIE Executive Governing Board in writing. At that time, the Chief School Administrator shall inform the PIE Executive Governing Board that they may, within ten (10) working days of receipt of the Chief School Administrator's written resolution, request that the matter be put on the next School Governing Board agenda for the School Governing Board's consideration. If the PIE Executive Governing Board requests that its complaint be placed on the School Governing Board agenda, the PIE Executive Governing Board shall be notified of the date and time of the next following School Governing Board meeting where the matter will be presented to the School Governing Board for its consideration. The School Governing Board's decision on the matter shall be final.