

POLICIES AND PROCEDURES MANUAL



THEODORE ROOSEVELT SCHOOL

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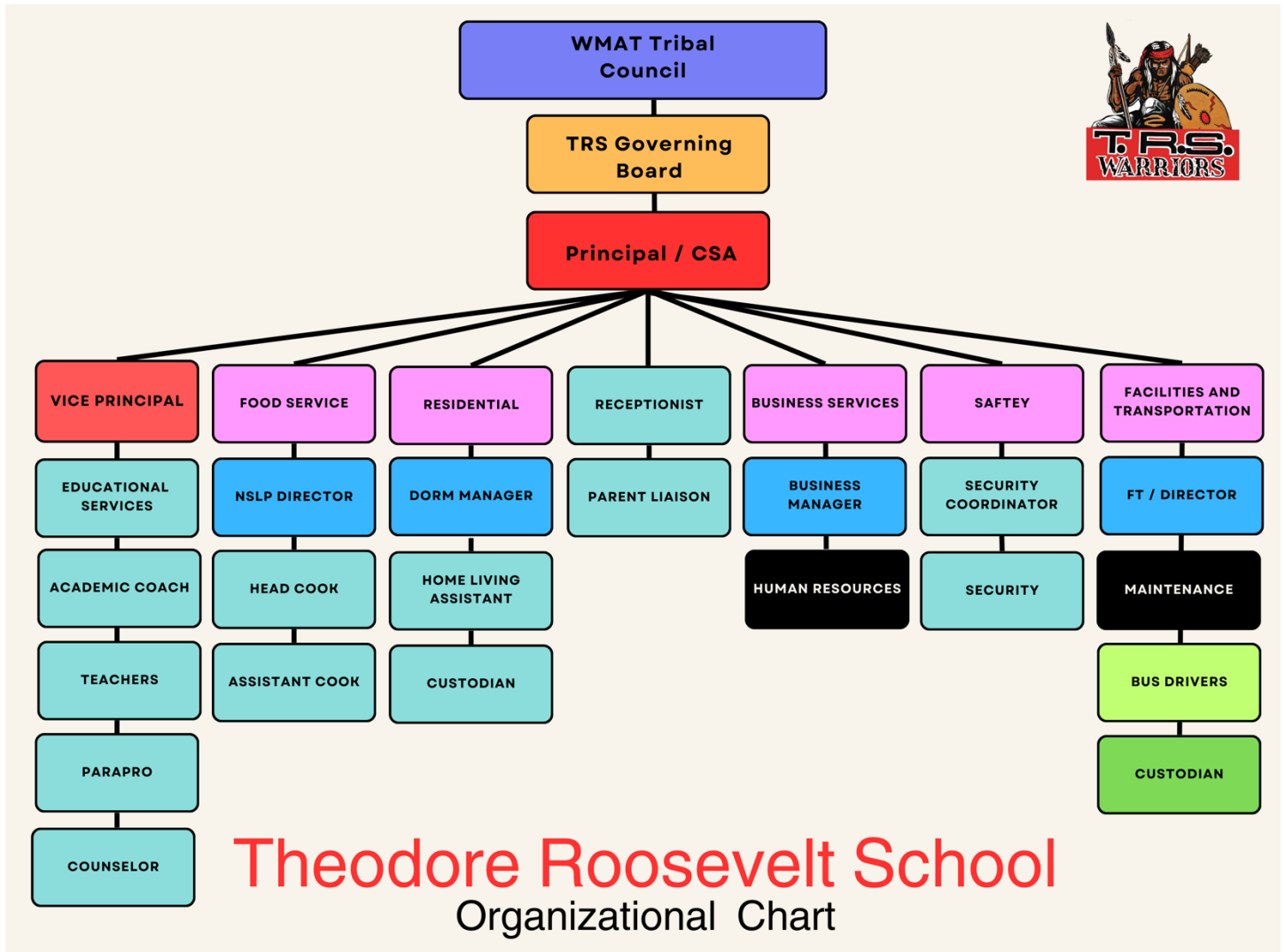
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ARTICLE I. INTRODUCTION

Section 1.01 School Organizational Chart



Section 1.02 Organization Description

A. Mission Statement. It is the mission of the Theodore Roosevelt School (hereinafter “School”) to prepare and empower all students for the choices and challenges they will face in the future by providing a positive, healthy, social and educational environment which is based on Ndee knowledge and language.

B. Philosophy. The School believes that:

1. Quality education and residential services should be provided in a healthy and safe environment wherein students are assisted in developing a positive self-image and life skills and where students are taught multicultural and social values and academic and social skills.
2. Each student should be assisted in developing their identity, dignity and self-confidence. Each student should be accepted, respected and acknowledged for his/her unique, positive qualities and contributions.
3. The cooperative involvement of the School, parents, and community will create a positive environment that is conducive to quality educational and residential services.
4. Dzit ligai siañ language and traditional values should be modeled and preserved. Each individual should have the responsibility to model dzit ligai siañ traditional values, culture, and language. In this manual, dzit ligai siañ shall also be referred to as White Mountain Apache and/or WMA.

C. Services Provided. The School provides home living and educational services for 6th – 8th grade students in the community. Students reside in the dormitories while attending classes and receiving instruction at the School.

D. School History. **[Reserved]**

E. Organizational Structure. The White Mountain Apache Tribal Council appoints School Board Members to serve on the Board. The Board provides the underlying policy and leadership to the School by instituting operating and management policies. The administration and staff provide the technical expertise and are responsible for the day-to-day operation of the School.

The Board employs a Principal (Principal in this policy manual is defined as CEO, Chief School Administrator or Principal, whichever is the highest ranking executive officer) who directs and manages the day-to-day operations of the School. The Board also employs managerial, professional and operating staff to assist the Principal to carry out the goals and objectives of the School.

Section 1.03 Enactment and Amendment

The Theodore Roosevelt School’s Policies and Procedures Manual (hereinafter “Manual”) shall be effective only upon its adoption as the official policy of the Board and shall be distributed to Board members and employees. All employees are expected to follow the policies and procedures in this Manual and any amendments thereto as soon as they become effective. Duly enacted amendments will replace former policies and procedures. New amendments, at the time they are enacted, will be considered as part of the employee’s employment contract with the School.

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

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

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

In construing the provisions of this Manual, all references to the "School" or "TRS" shall mean Theodore Roosevelt School, and all references to the "Board" shall mean the duly appointed and qualified Theodore Roosevelt School Board. If a duty specified in this Manual is to be performed by a person in a position which is no longer in effect, the specified duty shall be performed by the School employee or official who holds or has been assigned to perform the equivalent responsibilities.

Section 1.04 Jurisdiction

Any legal matters and employment agreements shall be determined according to and in accordance with the laws of the White Mountain Apache Tribe, and the White Mountain Apache 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 White Mountain Apache Tribal Court or other tribunal.

Section 1.05 Employee Acknowledgment Form

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

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

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

EMPLOYEE'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 Board and the employee and is to be considered a part of the employment contract. It is understood by employees and employer that the Manual may be amended from time to time by the Board. The employee shall be notified of any modifications to the Manual and is expected to follow the modification to the Manual as adopted by the Board. Any modifications to the Manual will become part of the employment contract.

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

Section 2.02 Employee Relations.

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 Equality of Employment Opportunities/Non-Discrimination/White Mountain Apache 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, and the preference given to enrolled members of the White Mountain Apache Tribe under the White Mountain Apache Labor Code and any amendments thereto. It is the policy of the School, in all employment decisions, to give preference first to qualified enrolled members of the White Mountain Apache Tribe, secondly to an Indian spouse of an enrolled member of the White Mountain Apache Tribe, and thirdly to other 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 Board will undertake active recruitment efforts to locate qualified Indian applicants for all vacancies. Similarly, active efforts will be undertaken to notify Indian employees of opportunities for promotion and training. However, notwithstanding the foregoing, the School shall be free to select the best qualified individual for any given position.

With the above-noted qualifications, the School is an equal opportunity employer and complies with employment requirements of the White Mountain Apache Tribe, and other applicable laws and regulations. Notwithstanding the foregoing, the Board reserves the right, in the best interest of the children it serves, to hire the best qualified candidate on a case-by-case basis.

Section 2.04 Veterans Preference

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

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

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

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

Section 2.05 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, as it may be amended and other applicable immigration and workers control acts, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid.

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

Section 2.06 Employee Medical Examinations

A. Medical examinations may be required as a condition of an offer of employment. If required, a medical examination will be performed by a health professional of the School’s choice, at the School’s expense and the offer of employment and assignment to duties will be contingent upon the results of the medical examination. Information on an employee’s medical history or resulting from a physical examination will be filed and maintained separately from the employee’s personnel file.

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 direct threat to the health or safety of the employee or others.

B. The School requires pre-employment drug and alcohol screening for any applicant who is not a current or returning employee prior to the final approval for employment. The screening shall be completed at the School's expense by a third-party testing facility pursuant to the facility's procedures. The screening shall be conducted for the presence of alcohol and illegal or unauthorized prescription drugs. The detection of alcohol or illegal or unauthorized drugs at or above established detection levels will disqualify the applicant from consideration for employment for a period of 12 months from the date of the screening report.

C. The School requires drug and alcohol testing for current employees according to the terms of the Drug and Alcohol Policy, in Sections 6.03 to 6.09.

Section 2.07 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. 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.

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.

For the purposes of this policy, the term "relative" or the term "immediate family member" shall mean, spouse, child, parent, sibling, parent, grandparent, grandchild, or like relations created by marriage. The terms shall persons who are not related, but reside in the same household or are in a relationship as god-parent and god-child.

See also Section 2.08, Conflicts of Interest.

Section 2.08 Conflicts of Interest

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

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

No person employed by the School may be directly supervised by a relative (see Section 2.07 – Anti-Nepotism). A dependent of a Board member (a person for whom more than half of whose support is obtained from a Board member) cannot be hired by the School except upon consent of the Board. Neither a Board member or their spouse or person who lives with a Board member, as explained in Section 2.07, may be hired or retained by the School. This policy will apply for summer or part-time work as well as for full-time employment.

School business dealings with outside firms should not result in personal financial gains for any employee or his or her relatives (see Section 2.07 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of 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 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 or consumable items of nominal value.

Section 2.09 Filling Vacancies

A. Determination. Prior to filling any vacancy, the Human Resources Director shall certify, in writing, to the Principal that funds are available for the vacancy. The Board, in consultation with the Principal, shall determine whether or not any vacancy should be filled and the timeline for filling said vacancy.

B. Reassignment. The Principal 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 Principal shall, with the approval of the 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 Principal without regard to other provisions of this chapter; however, this procedure will not be used to circumvent regular hiring practices.

Section 2.10 Pre-Selection Procedure

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

- A. Obtain or develop a Position Description which has been approved by the Board for use in the advertising and hiring procedure for that position.
- B. Establish, with the approval of the Principal, opening and closing dates for submission of resumes/applications and a timeline for the hiring procedure (i.e., interviews, reports, etc.).
- C. Identify and consider in-house employees qualified for promotional opportunity in the event of any job openings.
- D. Identify any qualified, former employees whose employment with the School was terminated due to a reduction in force. Reinstatement of such employees may occur only within the contract year in which the 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 School, in White Mountain Apache Tribal employment offices, other areas in the community designated for such public notices, newspapers serving the White Mountain Apache Tribe, other publications, radio serving the White Mountain Apache Tribe and other places where appropriate. The advertising shall be done as widely as reasonably possible to attract qualified applicants.
- G. Screen or examine applications on file and submitted for qualified applicants, and submit a list of qualified applicants to the Principal. Qualified applicants are those meeting the minimal requirements set forth in the Position Description and Manual. A record of all applications for each vacancy shall be kept for twelve (12) months from the date the position is filled, or if not filled, from the date of advertising.
- H. Interview applicants and make recommendations to the Board relative to hiring when directed to do so by the Principal.
- I. Make contract offer(s) to selected applicant(s) when directed to do so by the Principal.
- J. Orient new employees on the Manual, inform new employees of school procedures and benefits, etc.
- K. Perform fingerprinting and background checks as set forth below:
 - 1. All applicants who may be offered employment with the School and volunteers having control over students, shall **first** successfully complete a fingerprint and background check as required by the Indian Child Welfare and Family Violence Prevention Act at 25 U.S.C. § 3201 *et seq.*, including compliance with 25 C.F.R. § 63.10 *et seq.*, the Crime Control Act of 1990 at 42 U.S.C. § 13041 and all amendments and regulations promulgated relative thereto, prior to employment and prior to control over students by a volunteer. Applicants for certified teaching positions shall, along with their certification, present a current fingerprint clearance card and criminal history records (Rap sheet) from the WMAT Tribal Court or the court of any other tribal jurisdiction in which the applicant had resided at any time in the past. All employees and volunteers shall complete fingerprint/background checks every five (5) years. Employment with the School is contingent upon the results of the fingerprint check or maintenance of the certificate or license which satisfies the fingerprinting requirement.
 - 2. All applicants must sign, under oath, an acknowledgement that they have not been arrested, convicted of or are awaiting trial on the crimes identified in Policy 2.10 and/or the laws noted therein. This document must be signed under oath and under penalty of perjury. See attached application at Appendix A. Prospective employees shall certify in a sworn statement that they are not awaiting trial on and have never been convicted of or admitted in open court or pursuant to a plea agreement of committing any criminal offenses in this state or any other jurisdiction as specified below:
 - a) Sexual abuse of a minor
 - b) Incest
 - c) First- or second-degree murder
 - d) Kidnapping

- e) Arson
 - f) Sexual assault
 - g) Sexual exploitation of a minor
 - h) Felony offenses involving contributing to the delinquency of a minor
 - i) Commercial sexual exploitation of a minor
 - j) Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs or controlled substances
 - k) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances
 - l) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
 - m) Burglary in the first degree
 - n) Burglary in the second or third degree
 - o) Aggravated or armed robbery
 - p) Robbery
 - q) A dangerous crime against children as defined in A.R.S. §13-604.01
 - r) Child abuse
 - s) Sexual conduct with a minor
 - t) Molestation of a child
 - u) Voluntary manslaughter
 - v) Aggravated assault
 - w) Assault
 - x) Exploitation of minors, involving drug offenses
 - y) Any crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons or felony drug offense
3. Before offering employment to a candidate, make documented, good faith efforts to contact previous employers to obtain information which may be relevant to a person's fitness for employment. See Appendix II-B, Background Check Form for Applicants.
 4. The School may refuse to hire or may review or terminate any person who has been convicted of or admitted committing any of the crimes listed above or a similar offense in another jurisdiction.
 5. This section does not require pupils who are also employed by the School to be fingerprinted.

6. The highest-ranking Human Relations employee is the adjudication official and the school's Chief Executive Officer shall be the back-up to the adjudication official. The adjudication official and back-up shall receive appropriate training relative to adjudication officials as defined in federal law and shall be responsible for adjudicating all fingerprint, background and criminal history check issues and appeals pursuant to 25 C.F.R. 63.10 *et seq.*, which is adopted herein by reference.
- L. Ensure that all new employees obtain a Standard First-Aid certificate within the employee's initial thirty (30) days of employment. Each employee shall apply for recertification every third year or prior to expiration date of certificate.
- M. Ensure that new employees obtain a CPR certificate within the employee's initial 30 days of employment. Each employee shall apply for recertification annually.
- N. Ensure that applicants successfully complete pre-employment drug and alcohol screening prior to final approval of employment.
- O. Ensure that all new employees obtain medical examinations, if required as set forth in Section 2.06 of this Manual.
- P. Ensure that a performance evaluation is completed by the employee's immediate supervisor within the employee's ninety (90) day probationary period.

Section 2.11 Applications for Employment

Any individual desiring to be considered for a job vacancy must submit a timely application and/or resume to the Human Resources Director. Unsolicited applications will not be accepted. Applications will be discarded at the end of a twenty-four (24) month period following the selection and appointment of an applicant or from the date the position was advertised if it is not filled.

Section 2.12 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 Board. The Interview Committee shall be appointed by the Principal and shall be composed of no fewer than three (3) and not more than five (5) employees or Board members. The Principal 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 Principal or designee, the immediate supervisor of the position under consideration, the departmental supervisor of the position under consideration, and an employee of said department. Board members may also serve on the Interview Committee. It is not mandatory to have the precise committee members listed above; however, the above listing sets forth the general intent regarding the composition of an Interview Committee.

- A. The Interview Committee shall meet and review the list of qualified applicants and their application materials, select applicants to be interviewed and schedule and perform said interviews.
- B. The Interview Committee shall make a ranked list of qualified applicants that were interviewed and the basis for their rankings. Said ranked list shall constitute the recommendation of the Interview Committee. In the event the Interview Committee does not wish to recommend any of

the applicants, they shall so state and provide the reasons therefor. The ranking or report of the Interview Committee shall be submitted to the Principal.

Section 2.13 Principal's Recommendation

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

Section 2.14 Alternative to Interview Committee

In cases where an Interview Committee is not required by these policies or the Board, the Human Resources Director, 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 Human Resources Director shall then submit a recommendation to the Principal, ranking the applicants and the basis for the ranking. The Principal may schedule additional interviews or request additional information prior to submitting his/her recommendation to the Board.

Section 2.15 Final Approval

A. Final Decision. All decisions to hire, terminate, make salary determinations or all other final employment decisions shall be made by the Board. No staff person has the authority to hire or terminate employees absent specific direction or delegation by the Board. The Board reserves the right to interview for any position it deems necessary and shall interview applicants for the Principal and all supervisor level positions. Said Board action shall take place after receipt of the above-noted reports of the Interview Committee and/or Principal.

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

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

Section 2.16 Emergency Appointments

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

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

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

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

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

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

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

Section 2.17 Substitute or Intermittent Professional Employees/Hiring

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

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

8. Issuance of an intermittent contract shall not create a right to teach or work. Whether an intermittent employee is called to work and the amount of time an intermittent employee is allowed to work shall be at the discretion of the School Administration.

Section 2.18 General Background, Fingerprint Checks and Adjudication Policy

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

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

It shall be the duty and responsibility of the Human Resources Director to perform the duties and responsibilities of the adjudication officer as set forth in the above-noted federal laws and regulations. The Principal shall be the back-up to the Human Resources Director and shall be the alternate adjudicating official. The adjudicating official shall be responsible for implementing 25 U.S.C. § 3201 *et seq.* and the C.F.R.s which further define that law set forth at 25 C.F.R. § 63.10, and in particular, perform the adjudications as set forth at 25 C.F.R. § 63.17 and take all actions necessary and appropriate under the above-noted statutes and regulations including, comparing the applicant's application to the background/fingerprint check, ensuring compliance with the above-noted statutes and regulations and, performing the adjudication functions as set forth in the above laws and statutes.

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

Section 2.19 Procedures for Background Checks, Employee Investigation and Adjudication

I. PURPOSES:

- A. The general purpose of this policy is to establish minimum standards of character and suitability for applicants, employees, consultants, contractors and volunteers who have or may have regular contact with or control over the Native American students of TRS.
- B. The specific primary purposes of this policy are to protect Native American students, reduce incidents of family violence and violence against children in the community and to provide a fair and objective adjudication process for all TRS job applicants, employees, consultants, contractors and volunteers.

II. GOALS AND OBJECTIVES

Goals

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

Objectives

- A. Identify crimes and behaviors which render a person suitable or unsuitable for contact with and control over Native American students.
- B. Be clear in establishing the standards to provide notice to potential applicants, employees, consultants, contractors and volunteers.
- C. Be reasonable so as not to bar too many people or too broad a group.
- D. Set clear criteria for the adjudicating official in their adjudication of individual cases.
- E. Ensure clear standards, ensure the adjudicating official and back-up are highly trained.
- F. Ensure that adjudications are fair and consistent.
- G. Ensure compliance with all applicable laws.
- H. Balance the sometimes-conflicting duties and directives under the different laws.
- I. Avoid penalties, sanctions and costs to TRS in the fingerprinting, background check and adjudicating process.
- J. No one will be hired or allowed to start work until the entire the background check is completed.

III. REQUIREMENTS:

- A. P.L. 101-630: Indian Child Protection and Family Violence Prevention Act

- B. P.L. 101-647: Crime Control Act, Subchapter V – Child Care Worker Employment Background Checks
- C. 25 CFR 63.10 et. seq.: Implementation of P.L. 101-630 – All applicants, employees (including contractors) and volunteers that have regular contact or control over Indian children are subject to background investigations.
- D. White Mountain Apache Law

IV. VERIFICATION PROCEDURES FOR PRE-EMPLOYMENT:

- A. Employee Application Submission - The TRS employment application shall ask or contain the following:
 - (1) Ask whether the applicant, volunteer, or employee has been arrested or convicted of a crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons, or drugs and alcohol including but not limited to driving under the influence and like or similar offenses;
 - (2) Ask the disposition of the arrest or charge;
 - (3) Require that an applicant, volunteer or employee sign, under penalty of perjury, a statement verifying the truth of all information provided in the employment application; and
 - (4) Inform the applicant, volunteer or employee that a criminal history record check is a condition of employment and require the applicant, volunteer or employee to consent, in writing, to a record check.
- B. Supplemental Questionnaires (form) - All applicants will be given the form with the employment application.
- C. Authorization for Release and Waiver of all Claims for Employment Information.
- D. Former Employer Reference Checks - Record check for former employer(s) / supervisor(s) for verification for at least the last 5 years. If applicable, record check of former military services.
- E. Past Residence Checks - Verification of residence for at least the last 5 years in states, and reservations nationwide, including foreign countries, if applicable.
- F. Former School Checks - Verification of last degree through transcripts, direct contact with schools, and education clearinghouse.
- G. Credit History Checks, if applicable - All School's supervisors and finance personnel will have their credit history check.
- H. Declaration Statement – Requires that employees, under oath, swear to and list any offenses involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or, offenses committed against children; and alcohol and drug convictions as defined herein. Employee shall not be hired or permitted to work until the background investigation and adjudication is completed.

- V. PERSONNEL BACKGROUND CHECK REQUIREMENT:** All of the following shall have background check to include fingerprint check in federal and all applicable state and tribal jurisdictions.
- A. All persons employed by TRS and all School Board Members
 - B. Private or agency consultants and contractors
 - C. Volunteers having significant contact with or control over Native American students to include, but not be limited to, all tutoring, chaperoning, and field trip volunteers.
 - D. All contractors and their agents or employees who will provide services to the school must have background checks.
- VI. INVESTIGATION REQUIREMENTS per PL 101-630 and 25 CFR 63**
- A. Requires Indian tribes and tribal organizations conduct an investigation of character of employees, potential employees, consultants, contractors and volunteers who have regular contact with control over Indian children.
 - B. Individual must meet standards of character, no less stringent than 25 U.S.C. § 3201 *et seq.*
 - C. Record search of local law enforcements agencies.
 - D. Record search of former employers and supervisors, and employment references.
 - E. Record search of former school.
 - F. FBI Fingerprint search and other identifying information utilizing the proper card, completion of full name, DOB, POB, SSN and correct ORI Number.
 - G. The investigation must, at least, cover the last 5 years.
- VII. Standards of Character Under P.L. 101-630**
- None of the individuals appointed to a position working with children have been found guilty, pled guilty or pled nolo contendere to any felonious offense, or any two or more misdemeanor offenses defined in P.L. 101-630, specifically including 25 U.S.C. § 3207 and any amendments thereto.
- A. Disqualifying Factors:
 - 1. Crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons and offenses committed against children.
 - 2. Person has been found guilty, pled guilty, or pled nolo contendere to at least one felony or two or more misdemeanor offenses identified in P.L. 101-630 regardless of timeframe.

VIII. Non-inclusive List of Crimes Which Absolutely Bar Employment by or volunteering with TRS and other crimes that may be identified under federal, state or tribal criminal codes or amendments thereto:

- A. Those generally noted in 25 U.S.C. § 3207.
- B. Homicide/Murder
- C. Manslaughter
- D. Criminally Negligent Homicide
- E. Vehicular Homicide
- F. Assault or Battery
- G. Assault and Battery
- H. Threatening/ Menacing
- I. Reckless Endangerment
- J. Kidnapping
- K. False Imprisonment
- L. Rape
- M. Sexual Assault and Sex Crimes

IX. List of Crimes That May Bar Employment Based upon the Adjudication Procedures and Factors noted below:

- A. Child Abuse/Neglect
- B. DWI/DUI
- C. Arson
- D. Drug Offenses
- E. Contribution to the Delinquency of a Minor
- F. Obscenity / Public Indecency
- G. Harassment
- H. Stalking
- I. Cruelty to Animals
- J. Unlawful Firearms Charges

K. Plea Bargain Convictions Stemming from a Violent or Sex Crimes

X. ADJUDICATION PROCEDURES

- A. Pre-employment screening will be conducted prior to an offer of employment as required by 25 U.S.C. 3201 et. seq.
- B. During employment, when TRS receives notice or information of any arrest, charge or conviction for any felony or misdemeanor noted herein, the employee will be notified by the Principal and department supervisor and depending on the facts and circumstances immediate actions may be taken, including but not limited to administrative assignment away from the workplace. Employees have a duty to notify their supervisor immediately of any such arrest, charge or conviction.
- C. The adjudicating official will make a decision regarding suitability for employment or continued employment based upon reasonable, logical and professional evaluation of all of the above documents and these policies.
- D. The Adjudicating Official shall review the investigative forms for completeness, and further investigate any explanations of “yes” answers on questionnaires, and other derogatory and/or negative information received.
- E. Adjudicators must compare investigative information with suitability criteria, ie:
 - misconduct or negligence in employment
 - the individual’s criminal or dishonest conduct
 - the individual made an intentional false statement, the individual has refused to furnish testimony or cooperate with an investigation
 - alcohol and substance abuse
 - the individual has illegally used narcotics, drugs, or other controlled substances
 - the individual knowingly and willfully engaged in an act or activities designed to disrupt government programs
- F. It shall be the employee’s/applicant’s/volunteer’s/consultant’s or contractor’s duty to clarify any questions or concerns regarding their background or fingerprint check. Those individuals must timely correct any issues or questions and in all cases, they shall no later than 10 days after notification by the adjudicating official of a question or issue, resolve the issue and report the resolution to the adjudicating official.
- G. Use of Fact-Finding Techniques:
 - 1. Letter of Inquiry
 - 2. Personal Interview

3. Additional Investigation, if necessary
4. Medical Evaluation –used for alcohol abuse and mental emotional issues

H. The Adjudicating Official may consider the following in adjudicating suitability for fitness relative to crimes listed in Article IX. The Adjudicating Official may not use these mitigating factors relative to Article VIII.

1. Nature, extent, and seriousness of the conduct
2. Circumstances surrounding the conduct
3. Frequency and recency
4. Age and maturity
5. Voluntariness of participation
6. Absence or presence of rehabilitation or reformation and other pertinent behavioral changes
7. Potential for pressure, coercion and exploitation, or duress
8. Likelihood of continuation or recurrence
9. Other relevant and material factors

I. Ranking Derogatory Issues

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

J. Potential for Not Hiring/Removal

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

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

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

- L. Upgrading Issues - Frequency

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

- M. Suitable Determination

- A. Document on Adjudication Case Summary and file in Official Security File.
- B. Provide a Certificate or Letter for inclusion in Official Personnel File for meeting the minimum standards of the suitability criteria.
- C. Notify the department supervisor
- D. Notify an employee
- E. Close the case

- N. Unfavorable Determination

- A. Document on Adjudication Case Summary and file in Official Security File.
- B. Provide a letter outlining the reasons the individual does not meet the minimum standards of the suitability criteria.
- C. Notify the department supervisor
- D. Notify an employee
- E. Work with Personnel to proceed with Non-appointment or removal.

- O. The decisions will not be based on emotions, prejudice, assumptions or gossips, hard feelings, imposing the personal values, or an automatic “Yes” decisions.
- P. Prior to any final determination, the adjudicating official will provide a fair and objective appeal, pursuant to 25 U.S.C. § 201 *et seq.* and the related C.F.R.’s, to any applicant who requests an appeal.

XI. PROTECTING INVESTIGATIVE INFORMATION - confidentially must be a priority

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

Section 2.20 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 Board. No person shall begin the duties of employment unless and until hired by the Board. No person who has been hired by the Board shall begin to perform the duties of employment and no salary shall be earned unless and until the following 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 Housing Officer and employee have completed a housing rental agreement, if necessary, for the employee.
- 4. The employee has been given a copy of the Manual, has had the opportunity to read the same or has had the same read or interpreted to him or her and has signed the declaration to that effect pursuant to Section 1.05.
- 5. 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.
- 6. The Human Resources Director has completed his/her duties set forth at Sections 2.10 and 2.18 herein.

Section 2.21 Certifications, Qualifications, Highly-Qualified Status

Failure to provide the School administration proof of possessing and maintaining current certifications, qualifications, training, degrees, credit hours and all other requirements required for the position, shall be grounds for disciplinary action up to and including termination, and bars renewal of staff/employee’s contract of employment. This policy is effective immediately regardless of any time periods set forth in the above-described laws or regulations.

EMPLOYMENT STATUS AND RECORDS

Section 2.22 Employment Classification/Categories

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

Based on prevailing federal court decisions, the School disclaims any applicability of the Fair Labor Standards Act (“FLSA”) and asserts its sovereign immunity from application of the FLSA to the School. Notwithstanding the foregoing, the School generally adopts, as its policy, not as federal law, the definitions, policies and procedures set forth in the FLSA. By disclaiming the applicability of the FLSA, the School affirmatively states that it will not respond and is not required to respond to any federal claims or the jurisdiction of any federal court; however, it will respond in White Mountain Apache Tribal court to its decision to include similar employment provisions via its own policies. While the School may use definitions and principles from the FLSA it is not bound by the FLSA and there shall be no jurisdiction over the School arising from the FLSA.

A. Exempt Employees – are those executive, managerial, professional and administrative employees who are exempt from coverage from portions of the FLSA, including the requirement for paying overtime, by virtue of the employee’s job duties and skills. Employees assigned to exempt positions are not eligible for overtime. Theodore Roosevelt School exempt employees include the Principal, teachers, counselors and other positions designated by the School.

B. Non-exempt employees – are non-supervisory or some office staff positions. Employees assigned to non-exempt positions are eligible for overtime under an emergency situation and with appropriate prior approval.

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

A. 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.

B. 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.

C. 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.

D. Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category may

not exceed 90 total days per fiscal year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally-mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

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

E. 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.

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.

F. 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.

G. Volunteers. Volunteers are required to comply with all School policies and procedures.

Section 2.23 Probationary Employment Conditions

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

1. Progress reports at one (1) month intervals shall be conducted by the immediate supervisor and submitted to Principal.
2. A probationary period may be extended for an additional period up to ninety (90) calendar days when recommended by the supervisor and approved by the Principal.
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 Personnel Office.

B. Probationary employees shall be eligible for worker's compensation insurance, social security, holiday pay and participation in the School's medical insurance and retirement programs. Probationary Employees are

not entitled to any other benefits under these policies including paid leave, except that leave without pay may be authorized in the Principal's sole discretion for limited duration due to compelling circumstances that arise during the probationary period. When a newly hired employee successfully completes the probationary period and obtains the status of a regular employee, the employee's accrued leave during the probationary period shall be fully credited to the employee from that time forward. There shall be no back pay for leave or holidays occurring during the probationary period.

C. Probationary employees' employment may be terminated at will and employee may terminate their employment at will during the probationary period. Employment terminations during any probationary period are not subject to any grievance or appeal.

Section 2.24 Volunteers

Volunteers are not employees of the School, nor shall they receive compensation or benefits under these policies. Volunteers may apply for employment with the School through one of the above-described categories. A volunteer providing continuing services for the School must develop a plan including their scope of services and times and which the School employee will provide immediate supervision to the volunteer. The supervising employee must obtain approval from the Principal to utilize the volunteer services in their department/program. Volunteers must be approved by the supervisor and the Principal prior to them providing services. Volunteers must comply with the conduct and performance standards set forth in these policies. Volunteers must have successfully completed a background and fingerprint check as set forth in these policies prior to providing such services.

Section 2.25 Non-School Employees

Independent contractors and personnel from other agencies occasionally provide on-site services to the School. All such independent contractors and personnel shall comply with the conduct and performance standards set forth in these policies. In addition, any person who may have unsupervised contact with students shall first complete a background and fingerprint check.

Section 2.26 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 2.10.K.3 and 2.18. In addition, the School, through the Human Relations Director and/or Principal shall submit a prospective, new employee's name, social security number and fingerprints to appropriate agencies to ensure the background and fingerprint checks set forth in these policies.

The Human Resources Director 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 2.27 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 2.28 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. All information and materials related to an employee's background/criminal history shall be kept and secured in a locked container or area.

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

An employee who wishes to review his/her own file, should contact the Human Resources Director. 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 Human Resources Director. No documents may be altered, added to, or removed from the file during such review.

Section 2.29 Non-Disclosure

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

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

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

Section 2.30 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 2.31 Performance Evaluation

A. Policy. Performance evaluation is the continuing process of measuring the employee's contribution to Theodore Roosevelt 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.

B. Evaluation Periods. A minimum of two (2) performance evaluations will be conducted per employee by their supervisor, departmental supervisor, or designee. These will be conducted within the periods of November 15 to December 15 and March 1 to April 1. An additional performance evaluation will be conducted two weeks prior to the conclusion of the probationary period of a new employee. Performance evaluations may be conducted at any time determined advisable by administration.

C. 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.

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

E. Administration. The Director of Administrative Services will provide supervisors with performance evaluation forms for each employee in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's official personnel file.

F. Principal. The Board is responsible for conducting annual evaluations for the Principal. The evaluation shall be based upon criteria taken from the job description. All evaluations will be discussed with the Principal in an executive session of a duly-called meeting. The Principal will be given a copy of the written evaluation. Typically, although not required, the annual evaluation should take place at the School Board's annual meeting or as they may otherwise direct. It shall be the duty of the Principal to ensure that the Principal's evaluation is timely completed annually. The Principal shall notify all Board members that the evaluation is due to be completed thirty (30) days prior to the evaluation date.

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

Section 2.32 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 Human Resources Director, who shall consult with department heads and the Principal in developing said descriptions. All Position Descriptions shall be approved by the Board prior to use.

Section 2.33 Contract Renewal/Nonrenewal

Renewal or nonrenewal of employee's employment with the School will be decided during the last quarter of an employee's current contract year. If the School offers to renew an employee's contract, it may prescribe a time limit in which the employee must accept the offer of renewal. If an employee's contract offer expires without a decision or action, at the discretion of the School, the employee's employment contract 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."

A. 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 White Mountain Apache Tribal law, the decision to nonrenew the employment of an employee by the School is final and not subject to an appeal or grievance. Notwithstanding the foregoing, the School may make an employment contract with a key member of the administration staff for a term not to exceed three years if the Board makes an express finding that such term is in the School's best interest. For the purpose of this section, the term "key member of administration staff" is an employee in an exempt status serving in a management level position in school administration. Such positions include the chief school administrator, school principal, business manager, dorm director, maintenance and transportation director, and other administrative positions of similar authority and responsibility over key administrative functions.

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 ninety (90) calendar days or greater if the period is extended.

Temporary Employees: The contract renewal provisions described herein do not apply to temporary employees. Temporary employees have no right to continued employment and may be terminated at the sole discretion of the School with no right of appeal.

MANAGEMENT OF THE WORK FORCE

Section 3.01 Regular Hours of Work

The administrative office will be staffed from 7:30 a.m. to 5:00 p.m. pursuant to flexible scheduling by the administrative office staff. Academic staff's regular hours of work are from 7:30 a.m. to 3:30 p.m. Monday through Friday and may be altered depending on the needs of the School. The facility management staff shall work assigned staggered shifts depending on the needs of the School. Kitchen staff's regular hours of work are from 6:00 a.m. to 2:30 p.m. Some kitchen staff are assigned to a later work shift to handle the evening meals and other School needs.

At times, circumstances will require schedules for employees to vary throughout the School. Also, different terms and conditions apply to exempt and non-exempt employees under these policies. 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. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day of the week. The Principal is authorized to declare administrative leaves when the situation dictates.

A. ADMINISTRATIVE ASSIGNMENTS

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

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

B. ACTING STATUS ASSIGNMENT

- 1. An acting status assignment usually involves assigning an employee to a supervisory position for an area of School operations during an extended absence of an incumbent or a position vacancy.
- 2. An acting status assignment may not exceed 60 calendar days without the written approval from the Personnel and Principal. In no event will an acting status assignment exceed 120 calendar days.
- 3. An acting status assignment requires a memorandum that outlines:
 - a. The nature, time period, and expected results of the assignment;
 - b. Assigned duties and responsibilities; and
 - c. Reporting relationships, and signatures of the appropriate supervisors and the employee.
 - d. Compensation for the acting status assignment which will be optional and will be based upon the assigned duties and employee's qualifications.
- 4. A copy of this memo should be sent to the Personnel Office.
- 5. An employee on acting status assignment may be eligible for additional compensation if:
 - a. the assigned service is forty-five (45) calendar days or more;
 - b. The supervisor for the administrative assignment recommends additional compensation to the Human Resources Director;
 - c. The Personnel and Principal approve additional compensation for the employee and budget funds are available to provide additional compensation.
- 6. An employee qualifying for additional compensation will receive 50 to 100 percent of the difference between their current salary and entry level for the acting status position, but not less than the equivalent of one step (prorated for the term of the assignment)

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

C. DELEGATION OF SUPERVISORY AUTHORITY

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

Section 3.02 Dress

Employees are expected to be neat in appearance and dress in a manner consistent with an institution which serves the public. The impression made on students, visitors and co-workers must be of foremost consideration—T-shirts, shorts or jeans with holes are examples of unacceptable dress for academic and administrative staff members.

Section 3.03 Absences

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

Section 3.04 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 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 3.05 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 3.06 Health Standards

Good health of all persons associated with the 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 White Mountain Apache Tribe.

Section 3.07 Chain of Command

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

Section 3.08 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.

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

B. Off-Site Training. All training which requires out-of-area travel and overnight stay will be subject to approval by the Board. A training request will be placed on Agenda at the next regular Board meeting after the request and a report from the Business Manager for funding availability have been submitted.

C. If an employee receives training paid by the School, the employee shall be required to reimburse the School for the amount paid, if:

- 1) The employee fails without good cause to successfully complete the training;
- 2) The employee fails without good cause to complete the term of the employee's employment contract with the School; or
- 3) The employee receives training during the summer break and fails without good cause to return to work for the following school year.

Section 3.09 New Employee Orientation

The Human Resources Director 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.

Section 3.10 Administration

The Principal and immediate supervisor shall ensure that authorized employee development programs are properly administered. The Human Resources Director shall maintain records of all training conducted and ensure that a current record is maintained in each employee's personnel file.

Section 3.11 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.

The School uses an electronic timeclock system. Employees must sign-in to the timeclock system at the beginning of each workday. All employees must sign-out at the end of the workday or for any departure from work for personal reasons. Non-exempt staff members must also sign-out for meal periods or for unpaid time between split shifts.

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.

It is the employee's responsibility to sign his or her time record and to certify the accuracy of all time recorded. Time records must be turned in to the supervisor on the last day of their workweek before payday. The supervisor will review and sign the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Section 3.12 Paydays

All employees are paid bi-weekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. If an employee has direct deposit to their account, the payroll clerk requires a 10-day advance notice to stop the direct deposit.

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.

Section 3.13 Pay Deductions and Setoffs

Eligible employees may voluntarily authorize deductions from their paychecks only for disbursement when authorized by the School Board to banks, vendors, and other authorized purposes.

Section 4.14 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 School Safety Coordinator 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 workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board posting, memos, or other written communications. Employees and supervisors shall receive periodic workplace 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 workplace are encouraged to raise them with their supervisor or with another supervisor or the School Safety Coordinator.

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 School Safety Coordinator. 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 must immediately notify the immediate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Section 4.15 Rest and Meal Periods

Each workday, full-time non-exempt employees are provided with two 15-minute rest periods. To the extent possible, rest periods will be provided in the middle of work periods, morning and afternoon. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest time.

All full-time employees are allowed one meal period of 30 minutes 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 3.16 Overtime

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 (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 Principal or Board prior to doing the work for which overtime or compensatory time is requested or granted.
- B. Overtime compensation is paid at the following rate(s): One and one-half times the employee's base straight-time rate for all hours actually WORKED over 40 hours in a work week.
- C. Overtime pay is based on actual hours worked. Time off for sick leave, annual leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
- D. Failure to work scheduled overtime assigned by the appropriate supervisor may result in disciplinary action, up to and including possible termination of employment.
- E. Overtime must be approved in advance by the Principal. Working overtime without appropriate prior authorization will be grounds for disciplinary action. In emergency circumstances, the Facility/Transportation Manager may authorize overtime to resolve the emergency.
- F. Compensation Option – In limited circumstances as outlined in the FLSA, 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 40 hours of compensation time off.

3. 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.
4. 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 3.17 Emergency Closure/Evacuation

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

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

The time off from scheduled work will be treated as administrative leave with pay unless otherwise directed by the School Board. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

Section 3.18 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 employee’s supervisor.

Section 3.19 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 Principal. For the purpose of this section, business travel includes travel for authorized training and seminars. Employees with approved travel plans should make all travel arrangements through the Business Manager's Office.

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

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. All employees must obtain prior written approval from the Principal 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 Principal of said multiple payments.
- ◆ Cost of standard accommodations in mid-priced hotels, motels, or similar lodgings if overnight travel is pre-authorized by the Principal.
- ◆ The cost of meals will be reimbursed only under the following circumstances:
 - 1) The employee is on travel status away from his/her workstation overnight;
 - 2) Receipts are submitted for reasonably priced meals; and
 - 3) If receipts are not submitted, reimbursement will not be provided.
 - 4) Cost of meals will not be reimbursed when per diems are provided. Per diems include payment for meals.
 - 5) 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 immediate supervisor.

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

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees shall 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 attached within five (5) days. For purposes of calculating travel expenses, the School shall be considered the official duty station.

Employees should contact their supervisor 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. Any employee who without good reason fails to complete the purpose of the business travel shall be required to reimburse the School for any unrefunded costs of the uncompleted portion of such travel.

Section 3.20 Credit Cards

It is common for problems to arise overuse 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 Principal or Acting Principal 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 Principal or Acting Principal 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.
- 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 authorized school employees and board members for the following items:
 - 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. Meals not otherwise provided for. Charging meals against the school credit card should again be the exception rather than the rule. Most travel should be pre-arranged and cash advances used to avoid use of the credit card. Again, only reasonable priced meals for School employees or Board members may be charged on the school credit card. Excessive charges or charges for persons other than school employees or 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 and only when 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 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 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 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 reimburse the School for any misuse 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 3.21 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. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

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

Section 3.22 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. 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 3.23 Keys Policy

Keys to classrooms, dormitories, 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 3.24 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 3.25 Telephone Policy

Except in an emergency, all telephones are restricted to official business calls.

Section 3.26 Monthly Reports

Each department head shall submit written reports to the Principal on a monthly basis on his/her department or program's progress during the last month. Since Board meetings are scheduled for the second Tuesday of the month, all reports shall be due by close of business on the Friday before the Board meeting. All

reports must be on time so that the Principal may finalize the School's report deadline for submission to the Board. Any report submitted late or not submitted will be reflected in the department head's personnel file.

Section 3.27 General Staff Meeting

A general staff meeting shall be held every month. Each department shall take turns at sponsoring the meeting.

Section 3.28 Supervisor and Department Meeting

Each department will have at least one meeting a month.

Section 3.29 Family/Personal Matters/Gossip

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

Section 3.30 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 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 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 3.31 Stipends

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 two (2) equal installments, one at midway of the activity, and one at the completion of the activity.
 - 2. In a lump sum paid the pay period following the completion of the activity.
- C. Stipends must be established and approved by the Principal and School Board 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 fingerprint and background clearance pursuant to Policy § 2.10 (K) and 2.18.

Section 3.32 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.

ARTICLE IV. 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, 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:

- Benefits Continuation (Sec. 5.11)
- Bereavement Leave (Sec. 5.07)
- Educational Leave (Sec. 5.14)
- Holidays (Sec. 5.03)
- Jury Duty Leave (Sec. 5.09)
- Life Insurance
- Medical Insurance
- Retirement Plan
- Family and Medical Leave (Sec. 5.12)
- Military Leave (Sec. 5.16)
- Personal Leave Benefits (Sec. 5.05)
- Unemployment Benefits
- Annual Leave Benefits (Sec. 5.02)
- Voting Time Off (Sec. 5.06)
- Witness Duty Leave (Sec. 5.10)
- Worker's Compensation Insurance (Sec. 5.04)

Some benefit programs require contributions from the employee.

Section 5.02 Annual Leave

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

A. Twelve (12) Month or Year-Long, Full-Time Employees

Because they do not receive time off from work during school breaks, year-long full-time employees are in the only employment classification eligible for annual leave benefits. The amount of paid annual leave eligible employees receives each year increases with the length of their employment as shown in the following schedule:

SCHEDULE OF EARNED ANNUAL LEAVE

Years of Eligible Service	Hours Biweekly
1 – 5 years	4 hours per pay period
over 6 years	6 hours per pay period

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

Once employees enter an eligible employment classification, they begin to earn paid annual leave time according to the schedule. However, before annual leave time can be used, the Probationary Period (as described in Section 3.02) and any extension thereto must be satisfactorily completed. After that time, employees can request from their Supervisor use of unearned annual leave time including that accrued during the probationary period.

Paid annual leave time can be used in minimum increments of one hour. To take annual leave, employees must request and obtain an approval from their supervisors. Requests will be reviewed based on a number of factors, including school needs, and staffing requirements. Annual leave time off is paid at the employee's base pay rate at the time of annual leave. It does not include overtime or any special forms of compensation.

As stated above, employees may use available paid annual leave time for rest, relaxation, and personal pursuits. In the event that available annual leave is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused annual leave time reaches a "cap" equal to two times the annual leave amount, further annual leave accrual will stop. The employee will not receive compensation for annual leave in excess of the cap which is unused. When the employee uses paid annual leave time and brings the available amount below the cap, annual leave accrual will begin again.

Upon termination of employment, employees will be paid for unused annual leave time at or below the cap that has been earned through the last day of work.

B. School-Year Regular Full-Time Employees and Temporary Employees

School-year regular full-time employees and temporary employees are not eligible to earn annual leave time. School-year full-time employees in exempt salaried positions are paid during school breaks, such as Fall break, Christmas break and Spring break, which occur during the ten-month term of their contract. School-year employees in non-exempt wage positions are not paid during school breaks, except for any hours of work actually performed and as provided for holiday pay in Section 5.03.

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.	Sovereignty Day/Good Friday	April 17
6.	Juneteenth	June 19
7.	Independence Day	July 4
8.	Tribal Fair and Rodeo	Friday before Labor Day weekend
9.	Labor Day	1 st Monday in September
10.	Veterans' Day	November 11
11.	Thanksgiving Day	4 th Thursday in November
12.	Day after Thanksgiving	4 th Friday in November

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| 13. | Christmas Eve | December 24 |
| 14. | Christmas Day | December 25 |

According to applicable restrictions, the School will grant paid holiday time off to all eligible employees. Eligible employees who would otherwise be paid for a holiday occurring on a School break are exempted from inclusion under this Section. 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 for holidays which occur
during the term of the School year contract.

(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 4.16 - Overtime)

If a holiday falls on a weekend or other day not regularly scheduled for work, the holiday will be observed on the next regularly scheduled workday, unless the school board designates a different day for the observance of the holiday.

Section 5.04 Workers' Compensation Insurance

The 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 their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Supervisors shall maintain a written log of the time, date, place and nature of all such reported injuries.

Neither 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 Personal Leave Benefits

Paid personal leave is available to all eligible employees when needed for a temporary absence from work to attend to personal business or because of employee illness or injury.

Eligible employee classifications:

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

Eligible employees accrue personal leave at the rate of four (4) hours per pay period, up to a maximum amount of sixty-four (64) hours or eight (8) days of personal leave each contract year. Any reference elsewhere in this Manual to “sick leave” will be deemed to be a reference to personal leave.

Except in the case of employee illness or injury, personal leave must be approved by the employee’s supervisor in advance of the day the leave is used. Personal leave may be used for any purpose, but will be approved only if necessary, School activities can be performed by other employees.

For an absence caused by the employee’s illness or injury, the employee must notify his or her immediate supervisor before the scheduled start of the employee’s workday if possible. The immediate supervisor must also be contacted on each additional day of absence. Notification through a relative is acceptable. The supervisor may require that the employee provide a physician’s statement verifying the illness and its beginning and expected ending dates.

Personal leave can be used in minimum increments of one hour. Unused personal leave will not be carried over to the next year. On the condition that the employee completes the term of the contract, the School will buy back up to five days of personal leave which are not used at the end of the contract year. Employees whose contract term started after the beginning of the standard contract year will be entitled to a buy back up to 60% of unused personal leave. The use and any buy-back of personal leave shall be based on the employee’s base pay rate and shall not include any special forms of compensation.

Section 5.06 Time Off to Vote

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

Section 5.07 Bereavement Leave

Paid bereavement leave is available to any eligible employee in the event of the death of an immediate family member.

Eligible employee classifications:

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

An eligible employee may take up to three (3) days of bereavement leave due to the death of an immediate family member. An additional one (1) day of bereavement leave is available if the employee must travel more than 200 miles from the School due to the death of an immediate family member.

For the purposes of bereavement leave, an immediate family member of an employee is considered to be any of the following:

- Spouse
- Child
- Parent
- Sibling
- Grandparent
- Grandchild
- Like relations created by marriage.

If an employee wishes to take bereavement leave, the employee should notify his or her supervisor immediately. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. An employee will not receive compensation for unused bereavement leave. The School Principal may grant additional limited bereavement leave as the circumstances may warrant. Employees will be allowed to use any available personal leave and annual leave for additional time off as necessary, with approval.

Section 4.08 Administrative Reassignment With Pay

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

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

Section 4.09 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. Employee classifications that qualify for paid jury duty leave are:

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

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

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Either 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 4.10 Witness Duty

The School encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed as witnesses by the School, they will receive paid time off for the entire period of witness duty.

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

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Section 4.11 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 4.12 Family and Medical Leave

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

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

1. The birth and care of a son or daughter of the employee

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

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

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

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

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

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

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

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

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

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

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

Section 4.13 Leave Without Pay

The School provides leaves of absence without pay to eligible employees who wish to take time off from work to fulfill personal obligations. Leave shall not be taken under this section for any of the conditions described under Section 5.12 - Family and Medical Leave. Employees in the following employment classification(s) are eligible to request leave of absence without pay as described in this policy:

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

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

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

Subject to the terms, conditions, and limitations of the applicable plans, the School will continue to provide health insurance benefits for the full period of the approved leave without pay. Benefit accruals, such as annual leave, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

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

Section 4.14 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 School. Employees in the following employment classifications are eligible to request educational leave as described in this policy:

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

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

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 4.15 Military Leave

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

The leave will be unpaid. However, employees may use any available leave for the absence. Benefit accruals, such as 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 all applicable state and federal laws.

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

ARTICLE V. STANDARDS OF CONDUCT

Section 5.01 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 Principal, School Board and as may be otherwise directed by one in a supervisory or oversight capacity.
- 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 TRS 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 TRS 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 5.02 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 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 TRS at any time while said student is enrolled as a student. TRS 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 TRS.
- 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 TRS, 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 Board or the United States government, or permitting of such unauthorized use or illegal operation by another.
- L. The use, without proper authorization of the Board, of School or governmental 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 at 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 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 and limit display of physical ornamentation (tattoos; piercings; jewelry; and other ornamentation) in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing the School in any capacity. Inappropriate physical conditions (commonly referred to as hickeys, love marks, etc.) shall not be observable.
- 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 Principal.
- U. Failure of a supervisor to comply with Section 6.01 of this Manual.
- V. Employee shall not engage in any activity of misconduct, abuse, or harassment of a sexual nature towards any other employee or student of TRS.
- W. Employee shall not use or be under the influence of any substance which may alter the mind or impair the physiological functioning while on duty.
- X. Employee shall not be arrested or convicted by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol.
- Y. Employee shall not directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, grade, proposed

appointment, promotion, or proposed motion to a position at the School or affiliated with the School or any business transactions of the School.

- Z. Employee of the personnel office, examiner, or other, will not obstruct another from examination, eligibility certification or appointment under these policies, nor furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
- AA. Employee shall not induce or attempt to induce any employee or student to commit an unlawful act or acts in violation of these policies, White Mountain Apache Tribe, United States or State of Arizona laws or regulations.
- BB. Employee shall not engage in vending, soliciting or collecting contributions on the campus at any time, without prior written authorization of the Principal.
- CC. Employee shall not 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. Any violation of the law of any jurisdiction while on school property (including school/GSA vehicles), on school business (including travel) or while involved in any school-related matter.
- FF. Employee shall not possess, consume, or be under the influence of any alcoholic beverage or controlled substance while on school property (including school/GSA vehicles), on school business (including travel) or while involved in any school-related matter.

Section 5.03 Drug-Free Workplace

Theodore Roosevelt 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, in school vehicles and while on school business.

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

- A. **Conviction:** A finding of guilt or the imposition of sentence, or both, by a court of competent jurisdiction, concerning a criminal violation occurring in the workplace, of any drug law of the United States of America, the State of Arizona, or other state, or the White Mountain Apache 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 White Mountain Apache 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 Theodore Roosevelt School
- E. **Workplace:** The grounds and buildings of Theodore Roosevelt School, all equipment and vehicles belonging to or under the authority of Theodore Roosevelt School, all roadways and parking lots within the exterior boundaries of the land granted to Theodore Roosevelt 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 Theodore Roosevelt School

Section 5.04 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 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 Principal in writing within five (5) calendar days of your conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring in the workplace.
 - C. Make available and permit inspection, for the purposes of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace which is under your control or use. Any such inspection may be made without prior notice being given to the employee.

Section 5.05 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 Principal, 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. Make available and permit inspection, for the purpose of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

Section 5.06 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 Principal 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 Principal 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 Principal 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 5.07 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 Principal or his or her designee and such consulting experts as may be appropriate.
- B. The format and course content shall be reviewed biannually by the Principal or his or her designee. Approval of the format and course content and any modifications thereof shall be subject to the approval of the Principal.
- 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 5.08 Controlled Substance and Alcohol

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

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

In the event that controlled substance or alcohol testing is required, the employee shall be immediately transported to an appropriate testing facility for breath analysis, urinalysis, and/or blood 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 5.09 Random Drug/Alcohol Testing of Employees in Safety Sensitive Positions

The School may conduct random drug and alcohol testing of current employees who hold safety sensitive positions. For the purposes of this Section, a "safety sensitive position" is a position in which the employee's impairment from drugs or alcohol could jeopardize the safety of any person. Safety sensitive positions include bus drivers and other employees who regularly transport students, equipment operators, and any other position designated as a safety sensitive position by the School. Employees will be advised in advance if the position they hold is classified as safety sensitive.

The random test may occur at any time during the contract year and will be conducted in a manner to ensure that every employee in the testing category has an equal chance of being selected for testing. Each employee selected for testing shall be directed to report immediately for testing at the designated location. An employee who tests positive for illegal drugs or alcohol, or who without good cause fails to

report for testing shall be subject to discipline, up to and including termination, and in addition, be subject to other conditions pursuant to the School's Drug Free Workplace Policy.

Section 5.10 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.

For the purposes of this section, controlled substances include all forms of tobacco, chewing, smoking and otherwise.

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

Section 5.11 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, guest or visitor 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 5.12 Motor Vehicle Operation

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

I. Definitions

- A. Employee. All TRS permanent, temporary, intermittent, and contract employees; interns; student teachers; School Board members and volunteers.
- B. Motor Vehicle. A TRS, GSA owned, rented or leased motor vehicle and/or privately owned, rented or leased motor vehicle, with a gross vehicle weight (GVW) of less than 26,000 pounds, designed to transport less than 15 people, and which does not haul hazardous materials or tow vehicles with a

GVW of 10,000 pounds or more (e.g. sedans, light trucks, sports utility vehicles (SUVs) and all terrain vehicles (ATVs).

- C. Motor Vehicle Operator. An Employee who drives a motor vehicle, including commercial motor vehicles, in the performance of their duties and responsibilities.
- D. Commercial Operator. An Employee who operates a commercial vehicle and is required to possess a Commercial Driver's License. (CDL).
- E. Commercial Motor Vehicle. A vehicle having a GVW rating of more than 26,000 pounds, a vehicle towing a trailer weighting 10,000 pounds or more, a vehicle hauling hazardous material which requires display signs noting the hazardous material content of the vehicle, a vehicle designed to transport 15 or more people including the driver, or a school bus. Operators of these vehicles must have a valid CDL.

II. Driver Qualifications

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

- A. Be 18 years of age or older;
- B. Has a valid State driver's license, with a copy on file with the School;
- C. Has a requisite experience needed to drive the type of vehicle being assigned or used;
- D. Has no convictions or uncontested citations within the three-year period immediately preceding their submittal of GSA Form 3607, Motor Vehicle Operator's License and Driving Record (or such similar form as may be developed by the School), for Reckless Driving, Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or leaving the Scene of an Accident;
- E. Has not demonstrated a pattern of unsafe driving or behaviors (e.g., drug or alcohol abuse, multiple alcohol or drug related traffic or other offenses, unusual aggression, etc.) that would cause a supervisor to question the likelihood that the individual will drive safely and prudently while on School business; and
- F. Possesses current authorization from supervisor to operate TRS Motor Vehicle.

III. Rules and Responsibilities

- A. The Human Resources Director is responsible for carrying out the requirements of this policy.
- B. The School managers, supervisors, administrators and other applicable employees must:
 - 1. Carefully consider whether duties and responsibilities assigned to an Employee under their supervision require the operation of a motor vehicle in the performance of official or contractual duties, responsibilities or activities, including duties of record and other duties assigned or historically assigned to such positions or activities, and if so, insure that it is

noted in the Employee's position description and that possession of a valid driver's license be required for employment in that position;

2. Ensure that each School Motor Vehicle Operator under their supervision possesses a valid driver's license that indicates State authorization to operate the class of vehicle required in the performance of their duties. This responsibility is met by ensuring each Employee completes the annual Authorization Process described in Section V of this Policy, which includes a requirement to conduct an annual review of the Employee's current license and a current motor vehicle driving record. If at any time the supervisor has a concern with an Employee's driving record, he or she will initiate a review of the Employee's driving record. Failure to meet this responsibility may result in disciplinary action against the supervisor;
3. Ensure that all term contracts and commercial contracts under their administration, at the time of contract renewal, include certification from the Employees and third-party contractors certifying that they will self-administer and ensure compliance with the requirements of this policy;
4. Based on available information, ensure no authorization is given to individuals with restricted driving privileges (i.e., home to work licenses);
5. Ensure that no Motor Vehicle Operator is permitted to operate a "motor vehicle" in the performance of official duties while: (a) intoxicated or influenced by ingesting controlled substances or consuming intoxicating beverages, including any impairment resulting from the use of prescription or over-the-counter drugs; or (b) impaired by a medical or physical condition, or other factor that affects his/her motor skills, reaction time, or concentration;
6. Immediately terminate driving privileges for a Motor Vehicle Operator who is:
 - a. Arrested for, charged with, or convicted of Reckless Driving, Driving While Intoxicated (DWI), or Driving Under the Influence (DUI);
 - b. Arrested for, charged with, or convicted of a criminal offence related to a traffic incident involving alcohol or drugs, including but not limited to vehicular homicide, vehicular manslaughter, or endangerment;
 - c. Disqualified from holding a State driver's license, including restriction, suspension, revocation, or cancellation of a State driver's license for the type and class of vehicle operated;
 - d. If Employee is required to possess a CDL to perform Employee's job-related duties and upon request, fails to provide a valid CDL medical certificate;
 - e. If no positions are available, for which Employee is qualified, that do not require a valid driver's license, the supervisor shall initiate termination proceedings under the School policies.
7. As directed in this Policy, take appropriate action when a Motor Vehicle Operator:
 - a. Is convicted for operating a motor vehicle under the intoxicating influence of alcohol, narcotics, or pathogenic drugs;

- b. Is convicted of leaving the scene of an accident without making his or her identity known;
 - c. Is not qualified to operate a “motor vehicle” safely because of a physical or medical condition;
 - d. No longer possesses a State license by revocation or suspension;
 - e. Fails to report incidences noted in paragraph 6 above to his or her supervisor;
 - f. Exhibits behaviors inconsistent with the safe and prudent operation of a motor vehicle;
 - g. Employee’s supervisor shall initiate appropriate disciplinary action against Employee pursuant to TRS Policies and Procedures, up to and including termination.
8. Although not required of the School, a supervisor may, where appropriate, recommend the Employee Assistance Program (EAP) and other programs to Employees whose performance appears impaired by the use of controlled substances, prescription drugs, or intoxicating beverages. Employee has no right to this action; it is entirely at the discretion of the School and is not a condition to nor does it preclude termination; and
9. Take appropriate actions to investigate allegations of Employee’s alcohol or drug abuse problem or history of unsafe driving, regardless of whether or not the Employee has ever been charged with an offense. Supervisors may at their discretion, consider a pattern of unsafe driving acts as a factor in determining whether an Employee meeting driver qualifications. (For example, an Employee is convicted of DWI or other unsafe driving practices over a 10-year period, with DWI arrest longer than three-years preceding their submittal of GSA Form 3607 or similar TRS Form, Motor Vehicle Operator’ License and Driving Record).
- C. The School will submit to The Division of Safety and Risk Management (as identified in the “Memorandum” referenced in the first paragraph of this Policy) and The Division of Safety and Risk Management (Division) shall:
- 1. Receive and process Motor Vehicle Operator License and Driving Record forms (GSA Form 3607 or TRS Form) for the School.
 - 2. Conduct the annual evaluation of the applicant’s driving record.
 - 3. Return GSA Form 3607 or TRS Form to TRS with certification to the School HR after processing.
 - 4. Document any conflicts or concerns with respect to an Employee’s driving qualifications.
 - 5. Should the Division fail or refuse to carry out this responsibility, this task shall be timely performed by the School HR identified above.

- D. Employees, generally have responsibility to inform supervisors of operator incidents or behaviors that would be considered covered by this policy or represent unsafe driving behavior. All Employees share an affirmative duty to ensure TRS vehicles are used properly by responsible individuals who have a high regard for both personal and public safety while operating a government vehicle. Employees may report any suspected violations to their supervisor.

IV. Operator Requirements

Motor Vehicle Operators must:

- A. Comply with State, local and tribal traffic laws and the lawful instruction of emergency and law enforcement personnel;
- B. Abstain from ingesting controlled substances, intoxicating beverages, prescription drugs or other medications that caution against operating a motor vehicle when taken to avoid being impaired while driving;
- C. Not transport intoxicating beverages, controlled substances, or any passenger who is in possession of intoxicating beverages or controlled substances without written approval of immediate supervisor. Exceptions to this prohibition are allowed for social services, emergency, and law enforcement personnel whose duties and responsibilities require otherwise;
- D. Not transport unauthorized passengers in a School owned or leased motor vehicle;
- E. Report to his/her supervisor any medical or physical condition, including the use of controlled substances, prescription or over-the-counter drugs, which may impair the driver from the safe operation of a motor vehicle;
- F. Successfully complete motor vehicle safety training at least every three years;
- G. Notify their supervisor if their State driving privileges are restricted, suspended, revoked, or canceled, or if they have otherwise disqualified from holding a license. Employees are also responsible for reporting any situation that may alter their authorization or ability to operate a motor vehicle, such as any legal or court ordered suspension of driving privileges or any limiting medical condition;
- H. Report all incidents involving a “motor vehicle” that occur during the performance of their official duties;
- I. Report all on-duty incidents involving a “motor vehicle” that could result in a violation, citation, charge, arrest, warrant, or civil action;
- J. Report all incidents involving a ‘motor vehicle’ and the use of controlled substances or intoxicating beverages; impairment resulting from prescription or over-the-counter drugs, illness, or medical condition; or other factors that impair concentration, motor skills or reaction time;

- K. Report any restriction, suspension, revocation, or cancellation of their driver's license, for any length of time, or any disqualification from holding a State, commercial or international operator's license; and
- L. Notify supervisors of these incidents no later than the following business day after their occurrence. Failure to inform the supervisor of any such situation may subject Employees to disciplinary action.

V. Authorization Procedures

- A. All Employees and term contract Employees whose job requires operation of a motor vehicle must annually request authorization to operate a motor vehicle in carrying out the duties of their positions.
- B. All Employees and term contract Employees must annually submit to their supervisor GSA Form 3607 (or such similar form as may be developed by the School), Motor Vehicle Operator's License and Driving Record request for renewal. In completing the form, individuals will provide a response to all questions (Section II) and certify that their statements are true and correct to the best of their knowledge (Section III). This Form must be submitted between January 1 and January 31 of each year. **It is Employee's responsibility to timely submit the Form. Failure to submit the Form shall be grounds for the nonrenewal of Employee's employment contract and disciplinary action.**
- C. Supervisors will review the GSA Form 3607 or TRS Form for accuracy and completeness, complete and sign Section IV—Supervisory Review, and forward to the School HR.
- D. The safety office identified in Section III of these policies will review the submitted forms and request a copy of the applicant's driving record from the appropriate State motor vehicle office(s) and if appropriate and where feasible, the tribal court where Employees primarily operate motor vehicles within that tribal jurisdiction.
- E. Upon receipt of a favorable review of the driving record, the safety officer will complete Section V—Certification of Eligibility and Authorization, sign and date, certifying that the individual meets his TRS driver qualifications.
- F. With the safety officer's certification, the supervisor may issue a TRS Motor Vehicle Operator Authorization. The Authorization will be issued for a period of three years.
- G. Based on the safety officer's report that the applicant is not qualified, the supervisor will not issue or will revoke a Motor Vehicle operator Authorization and take action as described in Section III.B.6. of this Policy. Supervisors are reminded that they may be personally liable if they authorize an Employee to operate a motor vehicle on government business if an Employee is determined not to be qualified by virtue of failing to meet qualification standards.

VI. Failure to Report Incidents Involving Motor Vehicles

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

- VII.** Should an Employee's TRS driving authorization be revoked pursuant to this policy, the Employee may be reassigned to another position which does not require a TRS Driving Authorization if available or be terminated as an Employee. Failure to possess a valid and current TRS Driving Authorization or valid State driver's license if either is required under Employee's job description or in the performance of their duties constitutes good cause for dismissal.
- VIII.** Appeals of any actions under this Policy shall first be submitted to the School Adjudication Official who shall determine any such initial appeal using the following:
- A. The factors set forth in 25 C.F.R. § 63.17 and other C.F.R.'s relating to adjudication procedures for background and character checks pursuant to 25 U.S.C. § 3201 *et seq.*;
 - B. Evidence of recovery from alcohol and/or chemical dependency including, but not limited to:
 - 1. Proof of successful completion of a valid recognized treatment program; and/or
 - 2. Proof of a substantial number of years (5 or more) of sobriety. With multiple alcohol/chemical violations substantially more years, at least 10, should be required as proof.
 - 3. Other reliable factors.
 - C. Number of violations and time period in which they occurred.

Any Employee disciplined and/or terminated under this Policy shall have the right to appeal as set forth in the TRS Policies and Procedures for appeals of disciplinary action and/or terminations of employment.

The School may consider the above factors, guidelines and regulations in any employment decision including, but not limited to, the initial consideration of an application for employment with TRS. If an applicant has an above identified conviction within 3 years of the date of application or a pattern of behavior as noted above, such history constitutes good and just cause for electing not to hire the applicant. Applicant may appeal any such action to the School Adjudication Official.

- IX.** This Policy is enacted to protect the health, safety and welfare of our students, staff and community.

Section 5.13 Nondiscrimination/Sexual Harassment

A. **Statement of Philosophy.** The School is proud of its tradition of providing all of its employees with a congenial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere which promotes equal opportunities for all employees and prohibits discriminatory practices, including sexual harassment. At School, sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated.

The behavior described above is unacceptable in the workplace itself and in other work-related settings such as on business trips and business-related events.

- B. **Nondiscrimination.**
- 1. The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, and handicap. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

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

If after the initial investigation the Principal has reason to believe that a violation of policy has occurred, the Principal shall determine whether to hold an administrative hearing and/or to recommend bringing the matter before the Board. If there is reason to believe that the Principal has violated policy, the complaint shall be made to the president of the Board. If disciplinary action is imposed relative to this claim and investigation, the disciplined employee shall have the appeal rights set forth herein (see Section 7.03) for the discipline imposed.

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

C. Sexual Harassment.

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

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of 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.C.2. 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 Principal 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 Principal. If the Principal is the one alleged to have unlawfully sexually harassed or discriminated, the complaint shall be filed with the President of the Board.
3. **Complaint Procedure.** The School is committed to investigating such complaint and to taking appropriate action on all confirmed violations of policy. The Principal shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Principal will maintain confidentiality to the extent reasonably possible. The Principal shall also investigate incidents of policy violation that are raised by the Board, even though no complaint has been made.

If after the initial investigation the Principal has reason to believe that a violation of policy has occurred, the Principal shall determine whether to hold an administrative hearing and/or to recommend bringing the matter before the Board. If there is reason to believe that the Principal has violated policy, the complaint shall be made to the President of the 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 Principal's investigation reveals no reasonable cause to believe that this regulation has been violated, the Principal shall so inform the complaining party in writing.

Section 5.14 Grievance Procedure

A. Purpose

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

B. Definition

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

C. Scope

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

D. Eligibility and Employee Rights

1. All regular, full-time and part-time employees are eligible. Temporary and probationary employees are not entitled to the grievance procedure.
2. Employees have the right to seek the involvement of legal counsel, but only at their own expense. The School also is entitled to representation by legal counsel.

E. Time Limits and Procedures

1. An employee must file a written grievance with their immediate supervisor or the supervisor of their immediate supervisor, if the complaint is against their immediate supervisor within five (5) working days of the occurrence with a copy to the Human Resources Manager.
2. All supervisors shall meet grievant whom they supervise as soon as possible after a grievance is filed. "Note the supervisor must resolve the grievance in writing and within five (5) days of filing or the grievance goes to the next level." The supervisor shall clarify with the grievant(s) the exact issue(s) grieved and all relevant facts i.e., date, time, place, statements, and witnesses. The supervisor shall then attempt to resolve the grievance in consultation with the grievant and other necessary parties. Whether or not the grievance is resolved the supervisor must submit a written report to his or her supervisor within five (5) business days of the grievance being filed. That report shall set forth the exact issue(s) grieved, relevant facts (date, time place, statements, and witnesses) on what action taken and the status of the grievance (i.e., whether or not resolved and if so, how). If the grievance is resolved the grievant must also sign the report noting that the grievance is resolved satisfactorily. All succeeding reviews of the grievance must be handled in this manner.

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

F. Steps

1. An employee who has a grievance must file a written request/complaint within five (5) working days of the alleged action with the immediate supervisor, or supervisor of their immediate supervisor, if the complaint is against their immediate supervisor. The request/complaint must clearly specify the actions or matters grieved and shall include specific supporting facts and circumstances to include: dates, times, places, statements and witnesses. If after five (5) working days the grievance is not satisfactorily resolved in writing, the employee shall progress to Step 2.
2. If the grievance is not satisfactorily resolved in Step 2, the employee may submit the grievance in writing to the Principal. If after five (5) working days the complaint is still not satisfactorily resolved by the Principal in writing, the employee may submit the grievance to the Board. This must be done through the Human Resources Director within three (3) working days after the response deadline of the Principal.
3. The Human Resources Manager shall, within ten (10) days after written notice from the employee, request the Board to add the grievance to the next regular Board meeting to render a decision that either supports or dismisses the complaint. For the purpose of addressing the grievance, the Board, at its discretion, may employ a qualified third-party to provide an evaluation of some or all of the grievance claims. A copy of the evaluation shall be provided to all parties to the grievance.
4. All decisions of the Board shall be final. The Board, at its discretion, may determine the grievance based on the record before it, hold a hearing, or order a hearing before a designated hearing officer. Any hearing must be held within fifteen (15) working days of the Board meeting, and a Board decision must be rendered within thirty (30) days of the Board meeting at which a hearing was scheduled. If the Board elects to hold a hearing, it shall provide written notice of a hearing, including the time and place of the hearing, to the grievant within ten (10) business days of the regular Board meeting at which the grievance was submitted. At any such hearing, the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross-examine witnesses. The previous procedures shall be informal and as determined by the Board or hearing officer.” The decision of the Board is final.

ARTICLE VI. DISCIPLINARY PROCEDURE

Section 6.01 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 Principal.
- B. Notwithstanding Section 7.01.A and recommendations in the Table of Penalties, the specific type and degree of disciplinary action to be taken in a particular situation shall be determined by the facts and circumstances of each situation. Previously documented disciplinary action(s), the degree of the conduct involved and other mitigating and 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 the School.
- 5. Reassignment With Pay. An employee may be temporarily reassigned with pay by the Principal to allow the School to complete an investigation while maintaining the status quo and to protect the health, safety and welfare of the students, staff, employees and all other parties. While on such temporary reassignment, the employee remains subject to the directives of the employee’s supervisor, the Principal and School Board and such other conditions as may be established to accomplish the above-stated purpose. An employee’s failure to follow directives, participate in any investigation and/or otherwise comply with reassignment conditions and School policies while on a temporary reassignment may subject said employee to disciplinary action up to and including termination.

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 only by an employee's supervisor, department head or by the Principal. The employee shall be notified in writing of the disciplinary action and the basis therefor. The employee's Department Supervisor shall commence disciplinary action against the employee within five (5) days of 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 Principal, and the Human Resources Director 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 Principal.

Section 6.02 Appeals Procedure

A. Purpose

The purpose of the appeals procedure is to provide those eligible employees with a uniform and equitable method of resolving actions taken while employed by 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 employee's immediate supervisor 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 immediate supervisor may within five (5) working days of receiving the appeal elect to resolve the appeal in writing or refer it to the Principal with recommendations.
4. If the immediate supervisor 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 Principal.
5. If the employee appeals the immediate supervisor's decision or the immediate supervisor refers the appeal to the Principal, the Principal 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 Principal may allow the appellant or other parties the opportunity to address the appeal. The parties may be represented by counsel and/or cross exam witnesses. If the subject of an appeal is a warning/reprimand not initially imposed by the Principal, the Principal's decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the Principal initiates the reprimand/warning, then appellant may proceed to the next appeal level.
6. If the appeal is still not satisfactorily resolved by the Principal in writing, the employee(s) may request the Board to add the complaint to the next regular Board meeting. This request must be made within ten (10) working days and through the immediate supervisor. The Board may decide to affirm, modify or dismiss the decision or schedule a hearing before the Board or a hearing officer. The Board shall determine who will hear the appeal. The Board's decision shall be provided to the appellant and immediate supervisor in writing within ten (10) business days of the regular Board meeting at which the appeal was submitted. If the 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 Board meeting at which the appeal was submitted. Any such hearing shall be scheduled within fifteen (15) business days of the regular Board meeting at which the appeal was submitted. At any such hearing the parties may be represented by

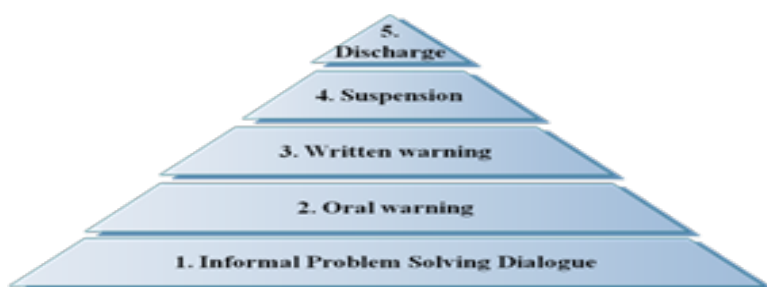
legal counsel, submit evidence in the form of exhibits or testimony and cross examine witnesses. The procedure shall be informal and as determined by the Board or hearing officer.

7. All decisions by the Board shall be final.

TABLE OF DISCIPLINARY PENALTIES

Guidelines	First Offense	Second Offense	Third Offense
The knowing failure or refusal, without just cause to obey or carry out orders, instructions, assignments or duties within the time designated by one 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 one hour or less more than twice in one week or four times in one year.	Verbal warning to Letter of Reprimand	Letter of Reprimand to 1 day Suspension (without pay)	1 day Suspension (without pay) to Termination
The unauthorized absence from one's duties of more than one hour.	Verbal warning to 1 day Suspension (without pay)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination
Idleness, sleeping or unauthorized participation on non-job-related activities during duty hours.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	3 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student at any time while said student is enrolled at the School	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
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	
Sexual relations with a student by an employee.	Termination		



(Note, the hierarchy of discipline is recommended but not mandatory. The School enacts the appropriate discipline based on the severity of the infraction)

ARTICLE VII. TERMINATION OF EMPLOYMENT

Section 7.01 Voluntary Termination (Resignation)

1. Employees shall 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 Board. The resignation shall become effective as of the date specified in the letter of resignation, unless otherwise mutually agreed between the Board and the employee. However, the 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 Human Resources Director. The Human Resources Director shall provide a copy of the letter of resignation to the immediate supervisor and the Principal.
 - b) The Human Resources Director shall place the resignation on the agenda for Board review at the next scheduled Board meeting.
 - c) The employee shall be notified of when his/her resignation letter will be considered by the Board.
 - d) It is solely within the discretion of the Board to accept or reject the letter of resignation.
 - e) The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
 - f) The Human Resources Director 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 Human Resources Director in writing that he/she has accounted for all school property issued to the employee, has taken steps to initiate repayment/receipt of property and that the final paycheck can be released by the School.

Section 7.02 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)

1. Probationary Employees: Probationary employees are employees-at-will and may be terminated at any time, with or without cause or advance notice. Probationary employees have no right to appeal an involuntary termination.
2. Non-Probationary Employee—Grounds for Involuntary Termination: 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 workplace and the Board may in its discretion dismiss any employee for unsatisfactory performance, unprofessional conduct, insubordination, violation of policies or laws, or such other conduct that constitutes cause to dismiss. While the Board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the Board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.

3. Non-Probationary Employees—Procedures for Involuntary Termination:

- a) Involuntary termination of an employee may be recommended to the Principal by the supervisor, principal, department head and/or Human Resources Director. The Principal in consultation with the supervisor, principal, department director and/or Human Resources Director 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 Board at a Board meeting with a recommendation to the Board by the Principal as to whether reasonable cause exists to terminate the employee.
- c) If the Board after reviewing the notice of intent to terminate letter and after receiving the recommendation from the Principal, believes that adequate cause exists to terminate the employee, the employee will be sent by personal delivery or through certified mail a letter from the Board terminating the employee and setting forth the reasons for the termination and citing policies violated by the employee. The termination will become effective five business (5) days after the letter is sent unless the employee appeals the termination decision to the Board within the five business (5) days. Should the employee appeal, the employee must submit a written appeal to the Principal which states the basis for the appeal and the specific facts, circumstances, evidence and witnesses which support the appeal.
- d) If the employee appeals the termination to the Board, the employee will continue as an employee of the School pending the outcome of the termination appeal.
- e) Once the Board receives the termination appeal, the Board will hold a meeting to hear the employee's appeal. The 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 Principal or designee shall present the termination against the employee and will present to the Board witnesses and other exhibits pertaining to the termination letter. The Principal 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 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 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 Board shall be final and effective immediately.
- n) Pending action by the Board, an employee may be placed upon administrative leave with pay and with full benefits if, in the opinion of the Principal, it is appropriate and in the best interest of the School.

Section 7.03 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 workload or other factors which, in the sole discretion of the Board, render such action prudent and in the best interest of the School. The Principal shall notify the Board when funding or workload circumstances require a layoff/reduction-in-force and shall submit a layoff/reduction-in-force plan to the Board.

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

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

- 1. Importance to the School of position held
- 2. Recommendations of supervisors
- 3. Quality of service to the School
- 4. Length of service to and employment with the School

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

Section 7.04 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 7.05 Disability

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

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

**Suspected Child Abuse/Neglect (SCAN) &
Employee Incident Reporting Protocol**

Revised 2025

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CHAPTER 1 Reporting Requirements

1.0 Introduction. The Assistant Secretary - Indian Affairs announced the establishment and release of the Child Protection Handbook *Protecting American Indian/Alaska Native Children*, in the summer of 1998. The Handbook contained important information regarding the reporting and administration of the requirements set forth in the Indian Child Protection and Family Violence Prevention Act and the Crime Control Act of 1990. The Handbook has been a valuable tool for the BIA (Bureau of Indian Affairs) and Tribes in administering their reporting requirements. Since 1998, the Indian Child Protection and Family Violence Prevention Act had two significant amendments and the procedures outlined were general.

In August 2002, the Assistant Secretary - Indian Affairs established the Personnel Security and Suitability Program for Office of Indian Education Programs (OIEP) to increase accountability. As the program developed it became apparent that child abuse reporting had a significant impact on employee suitability. It was determined that the Bureau of Indian Education (hereinafter “BIE”) needed specific procedures for managers and principals; consistent reporting formats; consistency in reporting and requirements for follow-up action thus the establishment of the BIE SCAN Office in 2008 (hereinafter “BIE SCAN Office”). The BIE Program Specialist position (hereinafter “Program Specialist”) was also established to oversee all such reporting and procedures as it also relates to employees as alleged offenders. Training and a method for tracking and initiating pro-active action were also needed. The Bureau of Indian Education (BIE) Reporting Suspected Child Abuse/Neglect (*SCAN Protocol*) was developed specific to the BIE to supplement the Child Protection Handbook, issued in 1998, as well as, any amendments that were subsequently issued. In areas where the Child Protection Procedures conflict with the protocol, the SCAN Protocol will supersede. These procedures will be followed by all bureau-operated schools.

In July 2009, the Bureau of Indian Education (BIE) *Reporting Suspected Child Abuse/Neglect (SCAN Protocol)* was revised to include a section specific to Employee Incident Reports. The process remained the same as in the previous document with minimal changes in the reporting forms and supplemental data.

In July 2017 and 2019, subsequent revisions to the *Bureau of Indian Education (BIE) Reporting Suspected Child Abuse/Neglect (SCAN Protocol)* were completed that reflect minor and necessary changes in documentation though the procedures remain the same.

To further BIE’s relationships with grant & contract schools, more consistent implementation of the *Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting (2009)* was necessary. It was therefore recommended that this protocol apply to all schools, including 638-Contract Schools.

1.1 Legal Authorities

1.1.A. **Public Law 101-630**, as amended, (Codified in 25 United States Code 3203, § 1169), *Indian Child Protection and Family Violence Prevention Act, as amended*, requires that any person identified as a Mandated Reporter who knows or has a reasonable suspicion that a child has been abused in Indian country, must report the information to the local protective services agency or local law enforcement agency. Further, if the Mandated Reporter knows or has a reasonable suspicion that actions are being taken, or are going to be taken, that would reasonably be expected to result in the abuse of a child in Indian country he/she must report the information to the local protective services agency or local law enforcement agency. Public Law 101-630 also specifically identifies positions designated as Mandatory Reporters, outlines the penalties for Mandated Reporters who fail to immediately report such abuse or actions described to the proper authorities, and the penalties for supervisors, or those having

or inhibit a Mandated Reporter from making the proper reports (*Appendix A*).

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

1.2 Responsibility Acknowledgement Form

Each BIE employee will receive notice of their responsibilities as a Mandated Reporter of child abuse upon initial employment and annually thereafter. The notification, (*Appendix C*) or its equivalent will be issued in written form and the employee will sign that they received a copy of the notice. At a minimum, the notice will include: (1) all positions designated as Mandatory Reporters; (2) when and how a Mandated Reporter must report child abuse or suspected child abuse; and, (3) the ramifications for not reporting child abuse or suspected child abuse (*Appendix C*).

CHAPTER 2 Mandatory Reporting

2.0 Introduction

Public Law 101-630 (codified in 25 U.S.C. 3203 § 1169) and Public Law 101-647 (codified in 42 U.S.C. § 13031) require that specific individuals working in fields that come into contact with children who know or have a reasonable suspicion that a child was abused in Indian country, Federal land or federally operated facility must immediately report such abuse.

2.1 Positions Designated as Mandatory Reporters

The following are the positions that are designated as Mandatory Reporters within BIE:

- Teachers
- School counselors
- Instructional aides
- Teacher's aides
- Teacher's assistants
- Bus drivers
- Administrative officers
- Child welfare and attendance supervisors
- Truancy officers
- Child day care workers
- Psychiatrists
- Psychologists
- Psychological assistants
- Licensed or unlicensed marriage, family, or child counselors

Additional Mandated Reporters that may have an impact on BIE positions include:

- Nurses/physicians/surgeons
- Dentists/dental hygienists
- Optometrists
- Medical examiners
- EMTs/paramedics
- Health care providers
- Head Start teachers
- Public assistance workers
- Group home, day care, Home Living Staff House
- parent/dorm staff
- Social workers
- Mental health personnel
- Law enforcement officers
- Probation officers
- Juvenile rehabilitation or detention workers
- Personnel responsible for enforcing laws and judicial orders

2.1.A. Persons engaged in the following professions and activities are also subject to the mandatory reporting suspected child abuse:

- Alcohol or drug treatment personnel;
- Persons performing a healing role or practicing the healing arts;

- Guidance personnel;
- School officials, i.e., anyone who has management oversight of a school; and
- School administrators, i.e., anyone working in an official capacity at a school

2.1.B. In addition to the positions and activities specifically identified in the above sections, all Federal employees and contractor employees within BIE have a *duty to report* any suspicion of child abuse for any Indian child for whom they have a responsibility.

2.2 Reporting Requirements

Mandated Reporters who learn of facts that give reason to suspect that a child has suffered an incident of child abuse; know, or have a reasonable suspicion that a child was abused in Indian Country; or know that actions are being taken, or will be taken that would reasonably be expected to result in the abuse of a child in Indian country, MUST immediately contact local law enforcement and local child protective services when the alleged offender is a non-employee. In contrast, when the alleged offender is an employee, it is filed *only* with law enforcement. The Indian Country Child Abuse Hotline, 1-800-633-5155, is an additional source for reporting but is considered last resort, only after contact with local authorities are unsuccessful.

2.3 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.

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 instances where it has been determined that a BIE employee has failed to report child abuse as required, BIE management will take the necessary action to include removal. BIE management 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 Chapter 6.

Chapter 3: Types of Abuse

3.0 Introduction

Child abuse can take many forms; however, there are four major types of abuse that must be reported. When completing a SCAN Report it is crucial that the individual completing the report indicates the *specific type of abuse* for which they have knowledge 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 reported to local law enforcement and child protective services immediately.

Public Law 101-630 and Public Law 101-647 define 'abuse' as follows:

3.1 Public Law 101-630 Definitions

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

Child abuse includes child neglect and is not limited to negligent treatment or maltreatment of a child by a person, including a person responsible for the child's welfare, under circumstances which indicate that the child's health or welfare is harmed or threatened. A 'child' is defined as an individual that is not married, and has not attained 18 years of age.

3.2 Public Law 101-647 Definitions

The term "child abuse" means the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. The term "child abuse" shall not include discipline administered by a parent or legal guardian to his or her child provided it is reasonable in manner and moderate in degree and otherwise does not constitute cruelty. Additionally, the following definitions are provided:

- The term "physical injury" includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe bruising or serious bodily harm;
- The term "mental injury" means harm to a child's psychological or intellectual functioning which may be exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior, or a combination of those behaviors, which may be demonstrated by a change in behavior, emotional response or cognition;
- The term "sexual abuse" includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children;
- The term "sexually explicit conduct" means actual or simulated – (1) sexual intercourse, including sexual contact in the manner of genital-genital, oral-genital, anal-genital, or oral-anal contact, whether between persons of the same or of opposite sex; sexual contact means the intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify sexual desire of any person; (2) bestiality; (3) masturbation; (4) lascivious exhibition of the genitals or pubic area of a person or animal; or
- (5) sadistic or masochistic abuse;

The term "exploitation" means child pornography or child prostitution;

The term "negligent treatment" means the failure to provide, for reasons other than poverty adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health

3.3 Reportable Incidents

BIE established two distinct categories for reporting: SCAN and Employee Incident Report.

3.3.A. **SCAN** - Where it is clear that abuse or suspected abuse has occurred *to a child by an adult* and the circumstances meet the definition of child abuse and/or the circumstance poses an immediate danger, or short-term threat, to a child. Such incidents include but are 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 child;
- Any situation that is comparable in nature to the examples and situations identified above.

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

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 unwarranted 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.
- Lack of parental supervision/care:
 - Child appears to be treated in a neglectful way such as clothing inappropriate for weather conditions; lack of shelter and/or needed medical/dental care;
 - School-age child (1st– 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.

Note: *Incidences that ensure a child's safety are considered "safety measures" therefore are not reportable offenses.*

3.3.B. **Employee Incident Report** – Actions by an employee, volunteer, contractor or consultant where no physical contact is indicated but is verbal and/or emotional in nature. This includes but is not limited to:

- 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.
- If a bargaining unit employee is examined by a member of management and he or she reasonably believes such examination may result in discipline, he or she is entitled to exercise his or her Weingarten rights in accordance with Article 4 section 4 of the collective bargaining agreement.

62 BIAM 9.12...”Corporal punishment of all kinds, and solitary confinement, or anything which smacks of imprisonment calculated to bring shame and humiliation upon pupils, is prohibited and may be made the basis for charges with a view to possible dismissal”.

3.3.C. Other incidents that do not meet the definition of child abuse but are criminal in nature should be reported **directly to** local law enforcement. If employees are involved in such incidents they shall be reported in writing via an interoffice memorandum to the Program Specialist. The Employee/Labor Relations office will be advised accordingly. Examples of criminal incidents include, but are not limited to:

- Confirmed or suspected drinking with, transferring, or selling intoxicants to children on or off BIE/government premises;
- Confirmed or suspected transferring or selling marijuana, narcotics, or dangerous drugs to children on or off BIE/government premises;
- Confirmed or suspected transferring or selling prohibited items such as cigarettes to children on or off TRS / Government Premises;
- Any situation that is comparable in nature to the examples and situations identified;

Chapter 4 Child Abuse Reporting Summary

4.0 Introduction

It is mandated that all knowledge of or suspected child abuse be reported to the respective local law enforcement agency **and** child protective services when the alleged offender is a **non- employee**. When the alleged offender is an employee, the SCAN report will be filed with law enforcement officials **only**.

4.1 Reporting Format – SCAN Report

The *Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol* is the referenced material used for reporting incidents of suspected child abuse within the BIE. “Report” will be referred to as the “SCAN Report” (*Appendix D*); electronic forms are available on the BIE website. A report of suspected abuse is the equivalent to a request for an investigation by local law enforcement and/or child protective services. The formal investigation is the lawful assessment by an authorized agency to determine if harmful condition(s) exist involving a minor and what emergency action should be undertaken for the safety of the child. The BIE’s role is to ensure the suspected child abuse is reported in a manner that is clear and accurate so an investigation is initiated without delay.

When a SCAN Report is filed, it is critical that the report be filed in its most complete and accurate form and all appropriate notifications are made accordingly and immediately. Of equal importance is the action taken after the SCAN Report has been filed. Depending on the allegation and its seriousness, some action may be taken simultaneously to completing the SCAN Report.

A SCAN Report will be completed after a Mandated Reporter 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 provide proof that child abuse occurred. Instead, a clear and concise description of the behavior or physical signs that led them to suspect abuse must be documented on the SCAN reporting form and submitted. Persons who make a report of child abuse based upon their reasonable belief and in good faith are immune from civil and criminal liability.

The mandated reporter will contact their immediate supervisor, first and foremost; then, coordinate with that supervisor to complete the report within the mandated reporter’s regularly scheduled workday. The SCAN Report must be submitted to the BIE SCAN Office within the established timeframes. This includes those reports that are non-staff related. The timeframes for reporting are identified in Chapter 6 as well as specific instructions on how to complete the SCAN Report.

In the event the alleged offender is the mandated reporter’s immediate supervisor, or if the Mandated Reporter has concerns about reporting directly to their immediate supervisor, the SCAN Report can be filed directly with the BIE SCAN Office.

4.2 Reporting Format – Employee Incident Report

The Employee Incident Report form (*Appendix E*) is used to document non-physical incidents involving employee(s), volunteers, contractors and consultants. The Principal/Administrator will intervene immediately to establish the validity of the report and resolve the issue(s) at the lowest level as expeditiously as possible no later than *two (2)* business days. A copy of the initial Employee Incident Report with follow-up information must be submitted to the Program Specialist immediately.

In the event the alleged offender is the mandated reporter's immediate supervisor, or, if the Mandated Reporter has concerns about reporting directly to the immediate supervisor, the Employee Incident Report may be filed directly with the BIE SCAN Office.

4.3 Administrative Reporting Responsibilities

- A. The Program Specialist will review the merits of the incident and confirm the appropriate type of abuse as indicated; maintain the designated tracking database; take appropriate follow-up action and serve as the point-of-contact for Child Protective Services, Law Enforcement, ERC, School Safety Specialists and others as appropriate. .
- B. The Education Program Administrator (EPA) will ensure that the proper authorities are notified within the time frame noted and the appropriate actions are taken.
- C. The Employee/Labor Relations, designated, in concert with local management, will assist with an assessment whether the incident affects the employee's status. Follow- up action will be recommended and carried out accordingly. Grant-Contract Schools may coordinate with their respective Human Resource rules and staff to ensure appropriate determination is made and/ intervention is established. *The Suspected Child Abuse and Neglect (SCAN) and Employee Incident Reporting Protocol (Revised)* is the recommended guide for reporting.

4.4 Confidentialit

All cases of child abuse 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.

A SCAN Report must be completed and filed to document that a Mandated Reporter did not fail to report child abuse. The mandated reporter may indicate whether they want their identity protected and initial their intent in the appropriate section of the reporting form. The identity of all reported victims must always be protected and not be disclosed to anyone who does not have a "Need to Know". Individuals who have a "Need to Know" are limited to the Mandated Reporter, direct supervisors, the school Principal/Administrator, Employee/Labor Relations, the Program Specialist, School Safety Specialists, Associate Deputy Director (ADD), Law Enforcement, and Child Protective Services.

All SCAN Reports are considered "*Administratively Restricted*". Distribution, copying, or unauthorized use of the information contained in the SCAN Report file is strictly prohibited. An investigative agency (law enforcement or social services) may provide information, records and the name of the reporter without written consent to a court of competent jurisdiction or an employee of a tribe, state or the Federal Government who "Need to Know" the information in the performance of his/her duties.

If the principal/administrator contacts the parent/legal guardian regarding a report involving an employee, the information will be limited to a brief statement regarding the allegation and instruction that the appropriate procedures related to investigating are being addressed by law enforcement and/or the administrator as appropriate.

If/when a copy of a SCAN report is requested by an entity other than law enforcement or child protective services, the BIE SCAN Office will make the necessary distribution in accordance with established Release of Information Rules and Regulations.

4.5 Bad Faith Reporting

An employee, volunteer, contractor or consultant who knowingly files a false report will be addressed accordingly by the appropriate management official. Where a conflict-of-interest arises between employees, the Principal/Administrator will intervene and take all proper action(s) to resolve the issue. There is no immunity from civil or criminal liability for Bad Faith Reporting and associated action.

4.6 Protection of Involved Child

All arrangements for placement of a child away from his/her parent or legal guardian shall only be made by law enforcement and/or child protective services. Depending on the seriousness, such instruction from local law enforcement or child protective services may include but not be limited to, medical attention, counseling services, removal or protective placement, contacting relatives, etc.

4.7 Mandatory Segregation

A. SCAN Report

1. An employee who is named as alleged offender in a SCAN report will immediately be removed from contact with or control over all children. Such removal can be addressed in one of two options, a) Re-assignment or b) Administrative Leave.
 - a. For the duration of the investigation by law enforcement, the alleged offender may be re-assigned to another location away from contact with children.
 - b. Where reassignment is not feasible, the employee may be placed on Administrative Leave until the appropriate clearance is established. When an employee is placed on Administrative Leave, they will be advised that they must be available **during normal business hours** for contact by local law enforcement and/or the respective Principal/Administrator, unless appropriate Leave has been requested and approved. As such, the employee/alleged offender must provide contact information to the principal/administrator. It is recommended that the Principal/Administrator coordinate closely with the respective Employee/Labor Relations personnel when this option is exercised.

B. Employee Incident Report

Segregation is not mandatory; it is based on circumstances and at the discretion of the Principal/Administrator.

A non-employee with a BIE agreement or contract, such as a contractor, volunteer, or consultant, who is named as the alleged offender will immediately be removed from and remain away from contact with or control over all children until the incident is resolved. The individual will be advised that they must be available for contact by local law enforcement, child protection services and/or the Principal/ Administrator as part of the post report process. As such, the employee/alleged offender must provide contact information to the principal/administrator.

4.8 Notification to Alleged Offender

An employee against whom an allegation of child abuse has been raised must be notified in writing at the time a report is filed, of the allegation and the resulting actions. The ***Notification to Alleged Offender*** for SCAN (*Appendix G*) and Employee Incident (*Appendix H*) will include the following:

- Date of the SCAN Report
- The type of abuse alleged
- A brief summary of the allegation

The employee will sign the document acknowledging he/she was informed of the report's filing and the school Principal/Administrator will sign the document as the issuer. A copy of the ***Notification to Alleged Offender*** will be provided to the BIE Program Specialist **by the close of business** of the report's filing.

Non-employees with BIE agreements or contracts such as volunteers, contractors or consultants, who are named alleged offenders, must also be notified in writing of the allegation via the ***Notification to Alleged Offender*** and meet the same requirements of above.

4.9 Notification of Case Closure

The ***Notification of Case Closure*** for SCAN (*Appendix J*) & Employee Incident (*Appendix K*) will be issued by the Principal/Administrator to the employee only after the appropriate investigation has been completed by law enforcement or school Principal/Administrator, respective of the type of report. The notification will be issued to the employee, in person, so the Principal/Administrator can review the contents of the notification with the employee. The employee will sign a receipt page to document that they acknowledge this action. The school Principal/Administrator will also sign the document as the issuer. A copy of the ***Notification of Case Closure*** will be forwarded to the Program Specialist **by close of business** of the report's closure. This final action closes the case.

Note: If corrective action is determined, it is the responsibility of the Principal/Administrator, in conjunction with Employee/Labor Relations, to ensure these action(s) are carried out. If this action is related to the SCAN or an Employee Incident reporting process, documentation may be provided to the Program Specialist as it relates to the matter.

4.10 Continuous tracking of SCAN Reports through closure

The BIE SCAN Office is responsible for tracking SCAN and Employee Incident Reports through closure. Upon initial receipt of such reports, this office will log the reports into the tracking database and monitor it on a continual basis.

Chapter 5 Reporting Procedures

5.0 The following information outlines procedures in SCAN and Employee Incident reporting.

5.1 *SCAN Reports involving a BIE Employee*

- A. When a SCAN is identified, all pertinent information will be obtained by the mandated reporter; the employee who made the initial contact and who has the information first-hand from the child. The employee, working with the Principal/Administrator will ensure that pages 1 through 4 of the SCAN Report are completed thoroughly by close of business after the disclosure. Each reporting form must include child's demographic information [e.g., birthdate, parents' name(s); location of home, contact numbers, etc.].
 - B. The Principal/Administrator shall ensure that the two (2) designated agencies, law enforcement and BIE SCAN Office, are notified **within one hour**:
 - 1. Local law enforcement
 - a. The Principal/Administrator must ensure Page 4 of Appendix D (Tracking of Notifications) is thoroughly completed; it clearly indicates specific contact information for law enforcement and child protective services, e.g., Name of the person contacted; their title, telephone number, and the date and time of the notification .
 - b. The SCAN Report is faxed immediately to this agency using the SCAN Cover Sheet (Appendix I)
 - 2. A copy of the completed reporting form and supplemental data as attachments will be submitted to the BIE SCAN Office **by close of business** *after* law enforcement has been notified
 - C. The BIE SCAN Office will notify the respective Employee/Labor Relations office (BIE) by close of business the same day by providing a copy of the SCAN Report and its attachments for the appropriate advice/consultation.
 - D. The Employee/Labor Relations Office may contact the Principal/Administrator and advise them of the appropriate action necessary for the employee. The employee's official security file may be accessed and an assessment completed regarding whether the incident affects the employee's suitability to be in contact with children.
 - E. The BIE SCAN Office will inform the School Safety Specialists who will, in turn, inform the respective EPA/ADD of the report **within 24 hours**.
 - F. Upon completion of all notifications, the Principal/Administrator will maintain the official SCAN report until such time they are released to the BIE SCAN Office for official storage.
- The Principal/Administrator will issue the *Notification to Alleged Offender* (Appendix G) to an employee/alleged offender **by close of business** on the day of the report's filing. It is recommended that the employee/alleged offender, first, be considered for re-assignment to a position where he/she has no contact with children. If not feasible, the employee/alleged offender may be placed on Administrative Leave, in consultation with Employee/Labor Relations personnel. The written notification addresses the allegation and the resulting actions to occur. The resulting actions refer to the mandatory

segregation and the possibility that the SCAN Report may result in action that may impact their employment and/or their suitability to work with children. The employee will sign a receipt page to document that they were informed of this notice and the Principal/Administrator will also sign the document as the issuer. A copy of the ***Notification to Alleged Offender*** will be submitted to the Program Specialist **by close of business** on the day of the report's filing.

- H. The Program Specialist is the ***only*** Point of Contact with Law Enforcement and all Child Protective Service Agencies regarding reports.
- I. As the Point of Contact, the Program Specialist will coordinate with the respective law enforcement official beginning upon submission of the SCAN report to that agency and for the duration of its investigation.
- J. At the completion of an investigation, if law enforcement's documentation reflects the allegations as unsubstantiated and the investigation is closed, the Program Specialist will inform the Principal/Administrator verbally and in writing. The Principal/Administrator will begin the process of returning the employee to his/her Position of Record by close of business, or the day after notice is given. If administrative action is deemed necessary for employee misconduct, Employee/Labor Relations personnel and the Principal/Administrator will consult and assist with determining all applicable actions. The employee's conduct, although it may not have risen to the level of a violation of law, it may still have impact on the individual's suitability to have contact with children. However, this impending determination and action should not hinder an employee's return to duty which should occur within the timeframe noted above.
- K. At the completion of an investigation, if law enforcement's documentation references prosecution as likely or imminent, the Program Specialist will inform the Principal/Administrator verbally and in writing. The employee will remain in re-assignment capacity or on Administrative Leave until the filing of formal charges or a written declination is received. Upon receipt of written notice that the individual has been indicted or otherwise officially charged with an offense, the necessary final action will be taken by the Principal/Administrator in conjunction with Employee/Labor Relations.
- L. The Principal/Administrator will issue a ***Notification of Case Closure*** (*Appendix J*) to the employee/alleged offender by the close of business or within 24 hours. 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 acknowledge closure of the SCAN Report. The Principal/Administrator will also sign the document as the issuer. A copy of the notification will be submitted to the Program Specialist by the close of business. Employee/Labor Relation personnel and the respective School Safety Specialist will be advised of official closure via receipt of the ***Notification of Case Closure*** from the BIE SCAN Office on the same day of its receipt. If administrative or proactive action is proposed, or corrective action is required, it is the responsibility of the Principal/Administrator to ensure these action(s) are carried out with documentation submitted to the Program Specialist if/when it is related to the SCAN reporting process.

M. When the SCAN Report is closed the Principal/Administrator will submit the official file to the BIE SCAN Office which serves as the official repository for files. This record will include:

1. SCAN report (pages 1-4); *Notification to*
2. *Alleged Offender; Notification of Case*
3. *Closure*
4. Employee's/Alleged Offender's written statement, date & signed
5. Victim's & Witness written statements, dated & signed

N. If a temporary file, also known as suspense file exists at the school, the Principal/Administrator will ensure it is submitted to the Program Specialist (SCAN) for final disposition.

5.2 *SCAN Reports involving a non-BIE Employee*

When a SCAN case is identified, all information regarding the report will be obtained by the mandated reporter, the employee who made the initial contact with the child and who has the information first-hand. The employee, working with the Principal/Administrator, will ensure that pages 1 through 4 of the SCAN report are completed within 24 hours after the disclosure. Each report must include child's demographic information [e.g., birthdate, parents' name(s); location of home, contact numbers, etc.].

1. The Principal/Administrator along with the Mandated Reporter will ensure all three (3) agencies, law enforcement, child protective services and BIE SCAN Office, are notified **within one hour**:

1. Local law enforcement and child protective services

- a. The Principal/Administrator must ensure Page 4 of Appendix D (Tracking of Notifications) is thoroughly completed; it clearly indicates specific contact information for law enforcement and child protective services, e.g., name of the person contacted, their title, telephone number and the date and time of the notification. .

- b. The SCAN Report is faxed immediately to these agencies using the SCAN Cover Sheet (Appendix I)

2. A copy of the completed form and supplemental data attached will be submitted to the BIE SCAN Office **by close of business, after** law enforcement and child protective services have been notified.
3. Upon completion of all notifications, the Principal/Administrator will maintain the official SCAN Report until such time it is released to the BIE SCAN Office for official storage.
4. Follow-up for Non-Employees (Volunteers, Contractor/Consultants) - A copy of the report will be forwarded to the BIE Program Specialist for logging/tracking, further review and the appropriate action. Copies may be forwarded to the Contracting Officer for advice and consultation regarding appropriate administrative action as necessary.

5.3 *SCAN Reports involving a Grant-Contract School Employee*

- A. Tribally-controlled grant school whose governing body has formally adopted the BIE *Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol* will adhere to all procedures as outlined above.
- B. Tribally-controlled grant schools whose governing body has not formally adopted the BIE *Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol* may use this document as a guide. Tribally-controlled grant schools may notify the BIE SCAN Office and submit a copy of the SCAN report.

5.4 *Employee Incident Reports*

- A. When an Employee Incident is identified, all pertinent information will be obtained by the mandated reporter; the employee who made the initial contact and who has the information first-hand from the child. The employee, working with the Principal/Administrator, will ensure that the two-page report is completed thoroughly **by close of business** after the disclosure. Each reporting form must include child's demographic information (e.g., birthdate, parents' name(s); location of home, contact numbers, etc.).
- B. The Principal/Administrator will submit a copy of the completed form and supplemental data to the Program Specialist **by close of business**.
- C. The BIE SCAN Office will notify the respective Employee/Labor Relations office (BIE) by close of business the same day by providing a copy of the Employee Incident Report for appropriate advice/consultation.
- D. The Employee/Labor Relations Office may contact the Principal/Administrator and advise them of the appropriate action necessary for the employee. The employee's official security file may be accessed and an assessment completed regarding whether the incident affects the employee's suitability to be in contact with children.
- E. The BIE SCAN Office will inform the School Safety Specialists who will, in turn, inform the respective EPA/ADD of the report within 24 hours.
- F. Upon completion of notification to the BIE SCAN Office, the Principal/Administrator will maintain the official SCAN Report until such time they are released to the BIE SCAN Office for official storage.
- G. The Principal/Administrator will issue the *Notification to Alleged Offender (Appendix H)* to an employee/alleged offender **by close of business** on the day of the report's filing. The written notification addresses the allegation and the resulting actions. The resulting actions refer to possible segregation and the possibility that the Employee Incident Report may result in action that may impact their employment and/or their suitability to work with children. The employee will sign a receipt page to document that they were informed of this notice and the Principal/Administrator will also sign the document as the issuer. A copy of the *Notification to Alleged Offender* will be submitted to the BIE SCAN Office **by close of business** on the day of the report's filing.
- H. The Principal/Administrator will investigate the incident and determine if the allegations are substantiated. If the finding is unsubstantiated the employee will be returned to his/her Position of Record before the close of business. Consultation with

Employee/Labor Relations may be necessary. If administrative action is required for employee misconduct, it will be addressed accordingly. The employee's conduct may still have impact on the individual's suitability to be in contact with children.

- I. The Principal/Administrator will issue a ***Notification of Case Closure*** (*Appendix K*) to the employee/alleged offender by the close of business, or within 24 hours. 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 acknowledge closure of the Employee Incident Report. The Principal/Administrator will also sign the document as the issuer. A copy of the notification will be submitted to the Program Specialist **by the close of business**. Employee/Labor Relations and the respective School Safety Specialist will be advised of official closure via receipt of the ***Notification of Case Closure*** from the BIE SCAN Office on the same day of its receipt. If administrative or proactive action is proposed, or corrective action is required, it is the responsibility of the Principal/Administrator to ensure these action(s) are carried out with documentation submitted to the Program Specialist if/when it is related to the Employee Incident
- J. When the SCAN Report is closed the Principal/Administrator will submit the official file to the BIE SCAN Office which serves as the official repository for files. This record will include:
 1. Employee Incident Report [two pages]; ***Notification***
 2. ***to Alleged Offender; Notification of Case Closure***
 3. Employee's/Alleged Offender's written statement, date & signed
 4. Victim's & Witness written statements, dated & signed
 - 5.
- K. If a temporary file, also known as suspense file exists at the school, the Principal/Administrator will ensure it is submitted to the Program Specialist (SCAN) for final disposition.

5.5 *Employee Incident Reports involving Non-BIE employee*

The Principal/Administrator will establish an official file for the Employee Incident Report involving non-BIE employees. The Principal/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 Employee Incident Report will remain open until resolution is made and documented.

A copy of the recommendations will be forwarded to the BIE SCAN Office. The BIE Program Specialist will review the information and take appropriate action as necessary. Copies may be forwarded to the Contracting Officer for advice and consultation regarding appropriate administrative action as deemed necessary.

CHAPTER 6 Training

6.0 Introduction. Various forms of training will be provided to employees on a regularly scheduled basis to ensure compliance with child protection procedures such that all employees understand their responsibilities as mandated reporters.

6.1 Awareness Training. Every employee will receive the Responsibility Acknowledgement Form (Appendix C) or other documentation advising them of requirements regarding their mandatory roles and responsibilities, reporting procedures, penalties for non-reporting, etc. New employees will receive this information immediately upon hire, before beginning contact with children, and annually thereafter.

6.2 Mandated Reporters. All employees whose positions have been designated as mandatory reporters must attend annual re-orientation each academic year on the requirements of this designation. Attendance is mandatory and will be documented with employee signature of attendance rosters and certificates can be issued by principals/administrators. The documentation of attendance will be maintained by the Principal/Administrator and made available to the BIE SCAN Office upon request. If an employee refuses to attend such training, the appropriate corrective action will be taken.

6.3 Supervisory Positions. All school supervisors/administrators must attend trainings pertaining to mandated reporter requirements and responsibilities of supervisors. This includes proper completion of SCAN Reports and the follow-up procedures, upon their hire and annually thereafter, and prior to each academic year. Supervisors will then be qualified to administer training to employees on mandated reporter requirements. Attendance is mandatory and will be documented accordingly. Training documentation will be maintained by the for Principals/Administrators for schools and the Deputy Director's Office agencies and made available to the BIE SCAN Office upon request. If an employee refuses to attend such training, the appropriate corrective action will be taken.

Appendix A

Public Law 101-630, as amended, (Codified in 25 United States Code 3203, § 1169),
Indian Child Protection and Family Violence Prevention Act, as amended

Sec. 3203. - Reporting procedures

(a) Omitted

(b) Notification of child abuse reports

(1) When a local law enforcement agency or local child protective services agency receives an initial report from any person of -

(A) the abuse of a child in Indian country, or

(B) actions which would reasonably be expected to result in abuse of a child in Indian country, the receiving agency shall immediately notify appropriate officials of the other agency of such report and shall also submit, when prepared, a copy of the written report required under subsection (c) of this section to such agency.

(2) Where a report of abuse involves an Indian child or where the alleged abuser is an Indian and where a preliminary inquiry indicates a criminal violation has occurred, the local law enforcement agency, if other than the Federal Bureau of Investigation, shall immediately report such occurrence to the Federal Bureau of Investigation.

(c) Written report of child abuse

(1) Within 36 hours after receiving an initial report described in subsection (b) of this section, the receiving agency shall prepare a written report which shall include, if available -

(A) the name, address, age, and sex of the child that is the subject of the report;

(B) the grade and the school in which the child is currently enrolled;

(C) the name and address of the child's parents or other person responsible for the child's care;

(D) the name and address of the alleged offender;

(E) the name and address of the person who made the report to the agency;

(F) a brief narrative as to the nature and extent of the child's injuries, including any previously known or suspected abuse of the child or the child's siblings and the suspected date of the abuse; and

(G) any other information the agency or the person who made the report to the agency believes to be important to the investigation and disposition of the alleged abuse.

(2) (A) Any local law enforcement agency or local child protective services agency that receives a report alleging abuse described in section 3202(3) [1] of this title shall immediately initiate an investigation of such allegation and shall take immediate, appropriate steps to secure the safety and well-being of the child or children involved.

(B) Upon completion of the investigation of any report of alleged abuse that is made to a local law enforcement agency or local child protective services agency, such agency shall prepare a final written report on such allegation.

(d) Confidentiality of informant

The identity of any person making a report described in subsection (b)(1) of this section shall not be disclosed, without the consent of the individual, to any person other than a court of competent jurisdiction or an employee of an Indian tribe, a State or the Federal Government who needs to know the information in the performance of such employee's duties

Sec. 2258. - Failure to report child abuse

A person who, while engaged in a professional capacity or activity described in subsection (b) of section 226 of the Victims of Child Abuse Act of 1990 on Federal land or in a federally operated (or contracted) facility, learns of facts that give reason to suspect that a child has suffered an incident of child abuse, as defined in subsection (c) of that section, and fails to make a timely report as required by subsection (a) of that section, shall be guilty of a Class B misdemeanor

Appendix B

Public Law 101-647, (Codified in 42 United States Code 13031), *Crime Control Act of 1990, Subchapter IV – Child Abuse Reporting*

Sec. 13031. - Child abuse reporting

(a) In general

A person who, while engaged in a professional capacity or activity described in subsection (b) of this section on Federal land or in a federally operated (or contracted) facility, learns of facts that give reason to suspect that a child has suffered an incident of child abuse, shall as soon as possible make a report of the suspected abuse to the agency designated under subsection (d) of this section.

(b) Covered professionals

Persons engaged in the following professions and activities are subject to the requirements of subsection (a) of this section:

- (1)** Physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, undertakers, coroners, medical examiners, alcohol or drug treatment personnel, and persons performing a healing role or practicing the healing arts.
- (2)** Psychologists, psychiatrists, and mental health professionals.
- (3)** Social workers, licensed or unlicensed marriage, family, and individual counselors.
- (4)** Teachers, teacher's aides or assistants, school counselors and guidance personnel, school officials, and school administrators.
- (5)** Child care workers and administrators.
- (6)** Law enforcement personnel, probation officers, criminal prosecutors, and juvenile rehabilitation or detention facility employees.
- (7)** Foster parents.
- (8)** Commercial film and photo processors.

(c) Definitions

For the purposes of this section -

- (1)** the term "child abuse" means the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child;
- (2)** the term "physical injury" includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe bruising or serious bodily harm;
- (3)** the term "mental injury" means harm to a child's psychological or intellectual functioning which may be exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior, or a combination of those behaviors, which may be demonstrated by a change in behavior, emotional response or cognition;
- (4)** the term "sexual abuse" includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children;
- (5)** the term "sexually explicit conduct" means actual or simulated -
 - (A)** sexual intercourse, including sexual contact in the manner of genital-genital, oral-genital, anal-genital, or oral-anal contact, whether between persons of the same or of opposite sex; sexual contact means the intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify sexual desire of any person; **(B)** bestiality;
 - (C)** masturbation;
 - (D)** lascivious exhibition of the genitals or pubic area of a person or animal; or
 - (E)** sadistic or masochistic abuse;
- (6)** the term "exploitation" means child pornography or child prostitution;
- (7)** the term "negligent treatment" means the failure to provide, for reasons other than poverty,

adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health of the child; and

(8) the term "child abuse" shall not include discipline administered by a parent or legal guardian to his or her child provided it is reasonable in manner and moderate in degree and otherwise does not constitute cruelty.

(d) Agency designated to receive report and action to be taken

For all Federal lands and all federally operated (or contracted) facilities in which children are cared for or reside, the Attorney General shall designate an agency to receive and investigate the reports described in subsection (a) of this section. By formal written agreement, the designated agency may be a non-Federal agency. When such reports are received by social services or health care agencies, and involve allegations of sexual abuse, serious physical injury, or life-threatening neglect of a child, there shall be an immediate referral of the report to a law enforcement agency with authority to take emergency action to protect the child. All reports received shall be promptly investigated, and whenever appropriate, investigations shall be conducted jointly by social services and law enforcement personnel, with a view toward avoiding unnecessary multiple interviews with the child.

(e) Reporting form In every federally operated (or contracted) facility, and on all Federal lands, a standard written reporting form, with instructions, shall be disseminated to all mandated reporter groups. Use of the form shall be encouraged, but its use shall not take the place of the immediate making of oral reports, telephonically or otherwise, when circumstances dictate.

(f) Immunity for good faith reporting and associated actions

All persons who, acting in good faith, make a report by subsection (a) of this section, or otherwise provide information or assistance in connection with a report, investigation, or legal intervention pursuant to a report, shall be immune from civil and criminal liability arising out of such actions. There shall be a presumption that any such persons acted in good faith. If a person is sued because of the person's performance of one of the above functions, and the defendant prevails in the litigation, the court may order that the plaintiff pay the defendant's legal expenses. Immunity shall not be accorded to persons acting in bad faith.

(g) Omitted

(h) Training of prospective reporters

All individuals in the occupations listed in subsection (b)(1) of this section who work on Federal lands, or are employed in federally operated (or contracted) facilities, shall receive periodic training in the obligation to report, as well as in the identification of abused and neglected children

Responsibility Acknowledgement Form

CHILD ABUSE/NEGLECT REPORTING AND MANDATED REPORTERS IN THE BUREAU OF INDIAN

Each BIE employee, and volunteer, contractor and consultant, will receive notice of their responsibilities as a Mandated Reporter of child abuse upon initial employment and annually thereafter.

This document contains the requirement for employees to receive written information regarding their responsibilities as Mandated Reporters.

Mandated Reporters

The following positions are designated as an impact on BIE Positions - Mandated Reporters within BIE:

- * Teachers * Nurses/Physicians/Surgeons
- * School Counselors * Dentists/Dental Hygienists
- * Instructional Aides * Optometrists
- * Teacher's Aides * Medical Examiners
- * Teacher's Assistants * EMTs/Paramedics
- * Bus Drivers * Health Care Providers
- * Administrative Officers * Head Start Teachers
- * Child Welfare & Attendance Supervisors * Public Assistance Workers
- * Truancy Officers * Group Home, Day Care, Residential Workers, Home Living staff
- * Child Day Care Workers * Social Workers
- * Psychiatrists * Mental Health Personnel
- * Psychologists * Law Enforcement Officers
- * Psychological Assistants * Probation Officers * School Board Members
- * Licensed or Unlicensed Marriage, Family * Juvenile Rehabilitation or Detention Workers
- or Child Counselors * Personnel responsible for enforcing laws and
Judicial orders

Persons engaged in the following professions and activities are also subject to the mandated reporting of suspected child abuse: Alcohol or Drug Treatment Personnel; Persons performing a healing role or practicing the healing arts; Guidance Personnel; School officials (i.e., anyone who has management oversight of or at a school); and School Administrators, (i.e., anyone working in an official capacity at a school).

In addition to the positions and activities specifically identified above, all Federal employees, contractor employees within BIE have a duty to report any suspicion of child abuse for any child for which they have responsibility.

“FAILURE TO REPORT CHILD ABUSE”

Mandated Reporters who fail 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. Furthermore, 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 is determined that an BIE employee has failed to report child abuse as required, BIE management reserves the right to impose administrative and/or disciplinary action against the involved employees, up to and including removal.

Public Law 101-630, as amended (Codified in 25 USC 3203 § 1169), *Indian Child Protection and Family Violence Prevention Act*, requires that any person identified as a Mandated reporter who knows or has a reasonable suspicion that a child has been abused in Indian country, must report the information to the local protective services agency or local law enforcement agency. Further, if the Mandated reporter knows or has a reasonable suspicion that actions are being taken, or are going to be taken, that would reasonably be expected to result in the abuse of a child in Indian country he/she must report the information to the local child protective services agency or local law enforcement agency. Public Law 101-630 also specifically identifies positions designated as Mandated Reporters, outlines the penalties for Mandated reporters who fail to immediately report such abuse or actions described to proper authorities, and the penalties for supervisors, or those having authority over Mandated reporters, who prevent or inhibit a Mandated reporter from making the proper reports.

Public Law 101-647, (Codified in 42 USC § 13031), *Crime Control Act of 1990, Subchapter IV – Child Abuse Reporting*, requires that any person who, while in a professional capacity or activity on Federal land or in a federally operated (or contracted) facility learns of facts that give reason to suspect that a child has suffered an incident of child

abuse, shall as soon as possible make a report of the suspected abuse to the agency designated to receive the report.

Only if notification of local law enforcement and child protective services is not possible, the Indian Country Child Abuse Hotline (1-800-633-5155) can be notified.

BIE has established specific procedures and guidelines for mandated reporters to follow when reporting such information within BIE. Those procedures are found in the *BIE Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol*. This Protocol is available from the Principal/Administrator or the BIE website.

I _____ received this Notification of Responsibilities on _____
Print Name Date

Employee Signature Date

Supervisor's Name – Print

Supervisor's Signature Date

Suspected Child Abuse/Neglect (SCAN) Reporting Form

Suspected Child Abuse/Neglect Report (SCAN)

Report Date:

Report Time:

SCHOOL INFORMATION (Required)

1. Reporting School:

2. School Principal/Administrator or Designee:

3. School Phone Number:

()

4. School Principal/Administrator Phone Extension or Cell Phone Number:

PERSONAL INFORMATION OF VICTIM (Required)

5. Last Name:

First Name:

Middle Name:

8. DOB:

9. Age:

10. Grade:

11. Sex:

SELECT GRADE

SELECT GENDER

12. Check Suspected Abuse:

Physical Abuse

Emotional Abuse

Sexual Abuse

Neglect (Basic needs – food, clothing, shelter)

Neglect (Medical)

Neglect (Educational)

13. Describe the specific incident (do not leave blank):

14. Name of Parent(s) , Guardian, Custodian (Required):

15. Relation to Victim:

16. Contact Telephone Number of Parents, Guardian, or Custodian:

() -

17. Complete Mailing Address (Required):

18. Physical Location of Residence (Required):

,

,

(attach map, if applicable)

ALLEGED OFFENDER INFORMATION (Required):

19. Full Name of Alleged Offender (If a minor/peer, then indicate age or grade in box 20):

20. Alleged Offender's Position/Status (Required)

21. If Employee, Position Title:

BIE Employee

BIE Contractor/Consultant

Volunteer *

Relative (specify): _____

Other (specify): _____

Student ** (age or grade)

22. If Employee, Contact Information for Alleged Offender:

Cell phone number:

Physical Location of Employee:

() -

23. Location of alleged incident:

24. Date of alleged incident:

25. Time of alleged incident:

26. Full Names and telephone numbers of potential witness(es):

** Refer to school/agency policies and procedures for any alleged offenders under the age of 19 or classified as a student.

MANDATORY REPORT INFORMATION (Required):

27. Full Name and Title of Mandatory Reporter Reporting Above Incident:

28. Signature (Required):

Date:

29. Full Name of School Principal/Administrator or Designee:

30. Signature (Required):

Date:

31. Has Mandatory Reporter Requested Protection of their Identity?

YES

NO

32. Initials of Mandatory Reporter:

INFORMATION REGARDING THE INCIDENT

(Please type or print clearly the following information.)

33. Describe how you became aware of the incident:

34. Describe the specific incident (continuation of Box 13, Page 1):

(NOTE: Mandated Reporters do not have to prove abuse when making a report, but must describe the behavior or physical sign that led the Mandated Reporter to believe the child was abused.)

35. Did the alleged abuser physically touch the victim in any way?

NO

YES

If yes, describe specifically the physical contact:

36. Was Medical Treatment Required?

NO

YES

If yes, indicate action taken:

Victim was taken for medical care by school staff for an evaluation and/or medical treatment

Ambulance was contacted for immediate medical attention.

Other. Explain action taken:

ATTACHMENTS

Continuation pages, if required

Statement from victim, witness, alleged offender, etc.

Other (must describe attachment): _____

Distribution (Required):

Original to SCAN Case File

Copies to Law Enforcement, Child Protective Services and BIE Program Specialist

CONFIDENTIALITY AGREEMENT

To be read and signed by Mandated Reporter

In accordance with the Indian Child Protection and Family Violence Prevention Act, the identity of any person making a report of suspected child abuse or neglect shall not be disclosed, without the consent of the individual, to any person other than a court of competent jurisdiction or any employee of an Indian tribe, a State or the Federal Government who need to know the information in the performance of such employee's duties.

By signing this agreement, I understand that:

1. Confidentiality means that I cannot discuss any matter pertaining to any child abuse or neglect case, except as allowed by law. Pursuant to section 552a of Title 5, United States Code, the Family Education Rights and Privacy Act of 1974 (20 USC 1232g), or any other provision of law, agencies of any Indian tribe, of any State, or of the Federal government that investigate and treat incidents of abuse of children may provide information and records to those agencies of any Indian Tribe, and State, or any Federal Government that need to know the information in performance of their duties. For purposes of this section, Indian tribal government shall be treated the same as other Federal Government entities.
2. The legal requirements of confidentiality mean that I cannot discuss any matter pertaining to the Suspected Child Abuse and/or Neglect Report I completed on this date with any member of my family, including parents, children, spouse, aunts, uncles, cousins, any school staff or with another person unless they are allowed access to such information by law.
3. If I do not keep substantiated and/or unsubstantiated child abuse and/or neglect cases confidential, I may be subject to disciplinary action up to and including termination of my job as allowed by tribal or federal law or BIE policies and procedures.

Signature of Mandated Reporter (Required)

Position/Title

Date

Witnessed by:

Signature of School Principal/Administrator or Designee (Required)

Date

Tracking of Notifications

Completed in its entirety

Effective 7/18/18

Note: Contact to Law Enforcement and Child Protective Services should be made immediately.
All contact is to be made verbally and followed-up in writing by faxing pages 1-4 of the SCAN Report.
Contact does not have to be made to all agencies identified under law enforcement or social services/child protective services, only those required for your school.

LAW ENFORCEMENT NOTIFICATION Only indicate actual law enforcement agency contacted (Required):

AGENCY CONTACTED	PERSON CONTACTED, TITLE AND TELEPHONE NUMBER	DATE & TIME OF REPORT	
		Verbal Contact (Required)	Written Contact (Required)
Tribal:		Fax (date)	(date)
		Hand-delivered (time)	(time)
BIA Law Enforcement:		Fax (date)	(date)
		Hand-delivered (time)	(time)
Local/State/Other:		Fax (date)	(date)
		Hand-delivered (time)	(time)

IF APPLICABLE, indicate the Law Enforcement Report/Case Number: _____

SOCIAL SERVICES/CHILD PROTECTIVE SERVICES NOTIFICATION Only indicate actual agency contacted (Required):

AGENCY CONTACTED	PERSON CONTACTED, TITLE AND TELEPHONE NUMBER	DATE & TIME OF REPORT	
		Verbal Contact (Required)	Written Contact (Required)
Tribal:		Fax (date)	(date)
		Hand-delivered (time)	(time)
Local:		Fax (date)	(date)
		Hand-delivered (time)	(time)
State:		Fax (date)	(date)
		Hand-delivered (time)	(time)

BIE NOTIFICATION (Required):

	PERSON CONTACTED, TITLE AND TELEPHONE NUMBER	DATE & TIME OF REPORT	
		Verbal Contact (Required)	Written Contact (Required)
BIE Program Specialist	Michelle Begay phone: (505) 563-5290 fax: (505) 563-5292	(date) (time)	(date) (time)

SCAN TRACKING NOTES

Please do NOT attach fax transmission/confirmation sheets

Completed by: Name, Title

INFORMATION ON PERSON MAKING NOTIFICATIONS (Required):

Full Name and Title of Individual completing this page:

Date:

Name, Title (e-mail address)

Employee Incident Report Form

ADMINISTRATIVELY RESTRICTED

Employee Incident Report

Report Date: _____ Report Time: _____

Reporting School: _____ School Phone Number: _____

Name of Child: _____ D.O.B.: _____
Last First MiddleSex: SELECT GENDER Age: _____ Grade: SELECT GRADE Teacher: _____

Parent(s)/Legal Guardian(s) Names: _____

Address: _____

Location of Home (attach map, if applicable): _____

Home Telephone: _____ Work No. (Mother): _____ Work No. (Father): _____

Date of alleged incident: _____ Time of day: _____ AM PM

Location of alleged incident: _____

Check all that apply:

- Discourteous conduct involving a student by an employee: using inappropriate language; making inappropriate comments of a non-sexual manner; calling names insulting or humiliating a child; shouting, cursing; rude, boisterous play that adversely affect production, discipline, or morale of a student; use of abusive, demeaning, degrading or insulting language; quarreling or inciting a quarrel; Other: _____

Describe in student's/staff's own words his/her account of event(s): _____

Full Name(s) of potential witness(es): _____

Phone Number(s): _____

Full Name of Alleged Offender: _____
Last First Middle

Check One: BIE Employee Position Title: _____
 BIE Contractor/Consultant
 Other (specify): _____

Full Name and Title of Mandatory Reporter: _____ Signature (Required): _____ Date: _____

Full Name of School Principal/Administrator or Designee: _____ Signature (Required): _____ Date: _____

Has Mandatory Reporter Requested Protection of their Identity? YES NO

Initials of Mandatory Reporter: _____

To be read and signed by Mandated Reporter

In accordance with the Indian Child Protection and Family Violence Prevention Act, the identity of any person making a report of suspected child abuse or neglect shall not be disclosed, without the consent of the individual, to any person other than a court of competent jurisdiction or any employee of an Indian tribe, a State or the Federal Government who need to know the information in the performance of such employee's duties.

By signing this agreement, I understand that:

1. Confidentiality means that I cannot discuss any matter pertaining to any child abuse or neglect case, except as allowed by law. Pursuant to section 552a of Title 5, United States Code, the Family Education Rights and Privacy Act of 1974 (20 USC 1232g), or any other provision of law, agencies of any Indian tribe, of any State, or of the Federal government that investigate and treat incidents of abuse of children may provide information and records to those agencies of any Indian Tribe, and State, or any Federal Government that need to know the information in performance of their duties. For purposes of this section, Indian tribal government shall be treated the same as other Federal Government entities.
2. The legal requirements of confidentiality mean that I cannot discuss any matter pertaining to the Employee Incident Report I completed on this date with any member of my family, including parents, children, spouse, aunts, uncles, cousins, any school staff or with another person unless they are allowed access to such information by law.
3. If I do not keep substantiated and/or unsubstantiated child abuse and/or neglect cases confidential, I may be subject to disciplinary action up to and including termination of my job as allowed by tribal or federal law or BIE policies and procedures.

Signature of Mandated Reporter (Required)

Position/Title

Date

Witnessed by:

Signature of School Principal/Administrator or Designee (Required)

Date

**Tracking of Notifications
Information on Person Making Notifications**

BIE NOTIFICATION (Required):

PERSON CONTACTED, TITLE AND TELEPHONE NUMBER

BIE Program Specialist Michelle Begay phone: (505) 563-5290 fax: (505) 563-5292

DATE & TIME OF REPORT	
Verbal Contact (Required)	Written Contact (Required)
(date)	(date)
(time)	(time)

EMPLOYEE INCIDENT TRACKING NOTES

INFORMATION ON PERSON MAKING NOTIFICATIONS (Required):

Full Name and Title of Individual completing this page:

Date:

Name, Title (e-mail address)

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Coversheet for SCAN Reports Containing a Confidential Source

Attention

The attached file contains information which was obtained under a pledge of confidentiality. The information must not be discussed in such a manner that would disclose the identity of the Confidential Source(s).

Dissemination, distribution, copying, or unauthorized use of the information contained in the attached Report is strictly prohibited. As requested in writing, the identity of the person making the attached report must not be disclosed to individuals who do not have a need to know the information as part of their official duties without the written consent of the individual.

Questions about the handling or possible use of protected source information should be directed to the BIE Program Specialist (SCAN) at (505) 563.5290. All requests for disclosure of information will be referred to the Bureau of Indian Affairs Freedom of Information and Privacy Act Officer.

Attention

Notification to Alleged Offender – SCAN

(BIE Employees, Contractors, and Consultants Only)

***Theodore Roosevelt School
Warriors***

*P.O. Box 567
Fort Apache, AZ 85926
(928) 338-4464 Fax (928) 338-1009*

Date

Memorandum

To: [Employee's Name, Title]
[School Name]

From: [Principal/Administrator's Name, Title]
[School Name]

Subject: **Notification to Alleged Offender – Suspected Child Abuse/Neglect (SCAN)**

On **[insert date of report]** a Suspected Child Abuse/Neglect (SCAN) Report was completed alleging you as the suspected offender. The following is for your information:

Type of Incident Alleged: **[Indicate whether Physical Abuse or Sexual Abuse]**

Summary of Allegation: **[Provide a short summary of the specific allegation]**

In accordance with the *Indian Child Protection and Family Violence Prevention Act and the Crime Control Act of 1990*, you are being removed from contact with or control over Indian children pending a determination of whether your continued contact with Indian children poses an eminent threat to the well-being of children. It is expected that you will be in this status for a period of time while law enforcement officials review the SCAN Report and make determination regarding the allegation. The role of law enforcement is to initiate an investigation to the allegations documented on the SCAN Report. Upon completion of the investigation, law enforcement officials will provide recommendations to the Program Specialist (BIE) in accordance with the *Suspected Child Abuse and Neglect (SCAN) and Employee Incident Reporting Protocol*.

While in this status, you must be available for contact in the event management at **[School Name]** requires you to report back to duty, or law enforcement representatives need to contact you for a statement or interview. Please be advised that you are **[reassigned to (identify a location) or are placed on Administrative Leave]** until such time the investigation is completed.

You are further advised that if the allegation is substantiated, it may result in administrative action that may impact your employment status and/or your suitability to work with children.

You will be advised, in writing, of the final outcome of the SCAN Report through the ***Notification of Case Closure***. If you should have any questions, please contact **[identify the Principal or Administrator at School Name]**.

Please acknowledge receipt of this memorandum in the space provided below and return it to me. Your signature does not mean that you agree with the contents of this notice, but merely reflects that you received it.

I hereby acknowledge receipt.

Employee Signature

Date

Administrator's Signature

Date

cc: BIE Program Specialist (SCAN)

Administrative Leave Information:

Employee's Physical/Location of Home: _____

Contact numbers:

Cell Phone No.: _____

Home Phone No.: _____

Notification to Alleged Offender – Employee Incident Report

(BIE Employees, Contractors, and Consultants Only)

Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

September 13, 2019

Memorandum

To: [Employee's Name, Title]
[School Name]

From: [Principal/Administrator's Name, Title]
[School Name]

Subject: **Notification to Alleged Offender – Employee Incident Report**

On **[insert date of report]** an Employee Incident Report was filed naming you as the alleged offender. The following is for your information:

Type of Incident Alleged: **[Indicate type of discourteous conduct by staff to student]**

Summary of Allegation: **[Provide a short summary of the specific allegation]**

In accordance with the *Indian Child Protection and Family Violence Prevention Act and the Crime Control Act of 1990*, you may be removed from contact with or control over Indian children pending a determination of whether your continued contact with Indian children poses an eminent threat to the well-being of children.

In the event you are removed, it is expected that you may be in this status for one to two days while I, the Principal/Administrator, review the Employee Incident Report and reach a resolution in accordance with the *SCAN & Employee Incident Reporting Protocol*. While in this status, you must be available for contact by management.

[] You will be removed from contact with children. Please be advised that you are **[reassigned to (identify a location) or are placed on Administrative Leave]** until such time a determination is made.

[] You will not be removed from contact with children.

The role of the Principal/Administrator is to ensure that the Employee Incident Report was completed accurately and to ensure the school continues to function efficiently and effectively

without further impact on the named child or other children. Further consultation with HR/LR and the Program Specialist (SCAN) will be exercised as necessary.

You are further advised that if the allegations are substantiated, it may result in administrative action that may impact your employment status and/or your suitability to work with children.

You will be advised, in writing, of the final outcome of the Employee Incident Report through the ***Notification of Case Closure***. If you should have any questions, please contact **[identify Principal or Administrator at School Name]**.

Please acknowledge receipt of this memorandum in the space provided below and return it to me. Your signature does not mean that you agree with the contents of this notice, but merely reflects that you received it.

I hereby acknowledge receipt.

Employee Signature

Date

Administrator's Signature

Date

cc: BIE Program Specialist (SCAN)

Administrative Leave Information:

Employee's Physical/Location of Home: _____

Contact numbers:

Cell Phone No.: _____

Home Phone No.: _____

SCAN Fax Cover Sheet

**Confidential.....Confidential Confidential
.....Confidential.....Confidential.....**

**SCAN Document-Report
Bureau of Indian Education**

To:

◇ **Michelle Begay, LMSW**
(Program Specialist-SCAN)

505.563.5292
(Fax Number)

505.563.5290
(Phone Number)

◇ **Social Services** _____
(Child Protective Service) **(Name)** **(Fax Number)** **(Phone Number)**

◇ **Law Enforcement** _____
(Name) **(Fax Number)** **(Phone Number)**

◇ **Other:** _____
(Name) **(Fax Number)** **(Phone Number)**

Total Pages (incl. cover): _____

From: _____
(Name) **(Phone Number)**

Date: _____

Comments:

Notification of Closure to Alleged Offender - SCAN

Theodore Roosevelt School
Warriors

*P.O. Box 567
Fort Apache, AZ 85926
(928) 338-4464 Fax (928) 338-1009*

September 13, 2019

Memorandum

To: [Employee's Name, Title]
[School Name]

From: [Principal/Administrator's Name, Title]
[School Name]

Subject: **Notification of Case Closure – Suspected Child Abuse/Neglect (SCAN)**

On **[insert date of report]** a SCAN Report was filed where you were named as the alleged offender. Findings, conclusion and corrective/proactive actions are as follows:

ALLEGATION: [Indicate type of abuse (Physical, Sexual) or one was confirmed and a short summary of the specific allegation.]

FINDING(S): [Provide a summary of the findings to include the results of the administrative inquiry, if applicable. If a Law Enforcement investigation was conducted, a summary statement of the investigation should be provided. Emphasis should be on the facts of the case and include no opinions or speculation.]

CONCLUSION: [State the results of the findings as they relate to the employee's position. This should include action(s) that the supervisor believes may be required to address the incident/conduct identified within the finding(s) such as training; verbal counseling; performance improvement; referral to Employee Assistance Program; disciplinary or adverse action; ect.] You may return to your Position of Record on [insert date].

CORRECTIVE ACTION/PROACTIVE PLAN: [Recommendations for corrective measures to prevent a similar incident from occurring in the future and/or proactive measures must be included.]

This memorandum shall serve to notify you that the SCAN Report dated **[insert date of report]** has been closed. If the disposition of the SCAN Report results in the contemplation of disciplinary measures, you will be notified through separate correspondence, as that is a separate action.

Please acknowledge receipt of this memorandum in the space provided below and return it to me. Your signature does not mean that you agree with the contents of this notice, but merely reflects that you received it.

I hereby acknowledge receipt.

Employee Signature

Date

Administrator's Signature

Date

cc: BIE Program Specialist (SCAN)

Notification of Closure to Alleged Offender – Employee Incident Report

Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

September 13, 2019

Memorandum

To: [Employee's Name, Title]
[School Name]

From: [Principal/Administrator's Name, Title]
[School Name]

Subject: **Notification of Case Closure – Employee Incident Report**

On **[insert date of report]** an Employee Incident Report was filed naming you as the alleged offender. The findings, conclusion and corrective/proactive actions are as follows:

ALLEGATION: **[Indicate type of discourteous conduct by staff to student; and a short summary of the specific allegation.]**

FINDING(S): **[Provide a summary of the findings to include the results of the administrative inquiry by the Principal/Administrator. Emphasis should be on the facts of the case and include no opinions or speculation.]**

CONCLUSION: **[State the results of the findings as they relate to the employee's position. This should include action(s) that the supervisor believes may be required to address the incident/conduct identified within the finding(s) such as training; verbal counseling; performance improvement; referral to Employee Assistance Program; disciplinary or adverse action; ect.] You may return to your Position of Record on [insert date].**

CORRECTIVE ACTION/PROACTIVE PLAN: **[Recommendations for corrective measures to prevent a similar incident from occurring in the future and/or proactive measures must be included.]**

This memorandum shall serve to notify you that the Employee Incident Report dated **[insert date of report]** has been closed. If the disposition of the Employee Incident Report results in the contemplation of disciplinary measures, you will be notified through separate correspondence, as that is a separate action.

Please acknowledge receipt of this memorandum in the space provided below and return it to me. Your signature does not mean that you agree with the contents of this notice, but merely reflects that you received it.

I hereby acknowledge receipt.

Employee Signature

Date

Administrator's Signature

Date

cc: BIE Program Specialist (SCAN)

ARTICLE IX. STUDENT POLICIES AND PROCEDURES

Section 9.01 Statement of Fundamental Policy

TRS 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 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 9.03 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 and dorm environment.
- 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 9.04 General Rules

1. Students are to attend classes on weekdays, except for holidays or other official School closures. 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, any controlled substance, drug paraphernalia or vape pens or devices 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 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 skateboards are prohibited on campus.

Section 9.05 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 and the student may be sent home to change clothing.

1. Sagging is prohibited. Sagging is wearing the pants on the hips or below which would allow underwear to show.

2. Clothing such as bare midriffs, halter-tops and spaghetti straps is unacceptable. See-through clothing is prohibited. The bottom hem of skirts or dresses must be no more than one inch above the knee.
3. Pants with holes above the knee are permitted only if leggings are worn underneath the pants. Shorts are not permitted.
4. “Homie” T-shirts and other types of clothing that displays gang-style pictures, cookies, 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 chain-link 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 or displays images of 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 9.06 Attendance

Students are required by White Mountain Apache Tribal 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 of the absence call in to the School before 9:00 a.m. to report the absence.
2. 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.
3. 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 nine hundred (900) instruction hours per 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 misses five (5) days of school will be visited by the Registrar at home. If the student misses ten (10) days, then a parent conference will be held for a follow up on the student. After fifteen (15) days of absences, a warning letter will be sent to the parents regarding a student's absences. A student with more than twenty (20) days absences may be dropped by the School. A student with ten (10) consecutive days of absence from the dormitory will be dropped from the dormitory.

Section 9.07 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 9.08 Report Cards

Progress reports will be issued halfway into each nine-week quarter to give interim grades and notification of missing assignments. Report cards are issued at the end of every nine week quarter. Parent/teacher conferences are scheduled to coincide with the first and third nine-week quarters and parents/guardians will receive their child's report card at these conferences. The second and fourth nine-week quarter report cards and the progress reports will be mailed to parents/guardians.

Section 9.09 Promotion or Retention; Intervention

So that each student has the opportunity for promotion, it is School policy to respond promptly and effectively as follows through intervention to address unsatisfactory student performance:

1. When a teacher determines a student is at risk for retention, the teacher will request intervention team involvement. The intervention team will include all teachers who are involved with the student, the academic coach, if available, and the Principal. The student's parents or guardian will be notified at the time the intervention team is appointed and invited to participate as team member(s).
2. The intervention team will promptly develop an intervention plan. The plan will contain documented strategies to support the student and remedy the potential barriers to student success. A copy of the plan will be provided to the parents or guardian.
3. The intervention team will monitor the student's performance and consider additional measures or modifications to the intervention plan based on the student performance. The team will meet as often as necessary and provide regular updates to the parents or guardian.
4. By the start of the fourth quarter the intervention team will seek to reach a decision by consensus whether the student is on track for eligibility for promotion. If circumstances do not allow a consensus decision by that date, the team will try to reach a decision as soon as reasonable possible. Notwithstanding any other provision, if the intervention team is unable to reach a timely consensus decision, or if intervention is not feasible, the Principal shall make the final decision about promotion or retention.

Section 9.10 Selection of Valedictorian and Salutatorian

The selection of an eighth-grade valedictorian and salutatorian shall be made as follows:

1. A student's grade point average (GPA), over the past three (3) 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 4.0 GPA on a four-point scale is the minimum GPA for consideration for being selected valedictorian and/or salutatorian. In the event of a tie between two qualifying students, there will be co-valedictorians or co-salutatorians, as the case may be. If no student meets the minimum GPA, the qualifying student with the next highest GPA will be selected as the valedictorian, and the student with the next highest GPA after the valedictorian will be selected as the salutatorian.
3. To be considered, a student must have completed the last full academic year (eighth-grade) at the School. The students' GPA for the past three (3) years (sixth, seventh and eighth grade), whether earned at the School or a prior school, will be used to compute the GPA that is to be used in the selection pursuant to 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 at the school the student attended over the above-described three (3) year period.

5. The valedictorian and salutatorian shall be selected by the School Principal based upon the above factors. The decision of the Principal is final.

Section 9.11 AWOL STUDENT (Absent Without Leave)

If a student leaves the campus without permission, 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 9.12 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 9.13 Bus Safety and Rules

At any time when the School provides 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 be excused from riding the bus **only** if the student provides and turns into the School office by 12:00 p.m. for full-days or by 10:00 a.m. on half-days, 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.

The standards of this Section apply to all students for transportation on a School bus or other School vehicle.

Section 9.14 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 9.15 Students are not permitted to bring personal items to school. 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 seats only.
 - 3. Use good manners.
 - 4. Maintain all tables, seats, and walls in good condition.
 - 5. Discard all trash in trash cans and leave the eating area in a clean condition.
 - 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.

Section 9.16 Extracurricular Activities

The School offers a variety of extracurricular activities. These may include: volleyball, cross-country, basketball, flag football, softball, baseball, track and field, Rodeo Club, Student Council, Apache Club, 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. Students who participate in extracurricular sport are required to sign a Student Athlete Contract in the form and content as shown in Appendix X-A.

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.

Students wishing to form a club which the School does not have must apply for a charter with the Student Council and Administration. Membership in clubs and organizations is open to all students. All students are encouraged to join School clubs and organizations. All clubs are organized and chartered at the beginning of the School year.

Section 9.17 Sports Banquets

1. The School will sponsor three (3) seasonal sports banquets in the fall, winter and spring of each school year. These banquets will be held to honor and present awards to participants in the activities during that period of time.
2. Any other such recognition events (including, but not limited to, meals and awards ceremonies) 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 9.18 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 9.19 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.

If a student suffers a serious injury or illness during the school day, the School will call for an ambulance. If the injury or illness does not warrant immediate medical care, the student's parents will be contacted to pick up their child to get medical care. In the event the parent or guardian is not available, the School may transport the student to the hospital.

B. Harm or Threat to Self. If a student's conduct or statements indicate the student may be at immediate risk of self-harm, the staff member on scene shall call for the student to be taken by ambulance to the hospital emergency room. The Tribal police shall also be contacted if needed to protect the safety of the student or others. If the student's condition does not present an immediate risk of self-harm, the staff member shall contact the School counselor, ABHS, the JHU counseling service or the HIS psychiatrist or counseling staff. Immediately after making the contacts required above, the staff member must contact the student's parents and the supervisor on duty. The contact phone numbers are:

WMAT Ambulance: _____
ABHS: _____
JHU: _____
IHS _____

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 be dispensed by qualified personnel to the students in accordance with the directions given by the treating 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 9.20 Grooming/Personal Hygiene

1. Acceptable personal hygiene (shower, brush teeth, etc.) is the student's responsibility.
2. Any student with hair lice or nits must notify the School. The School may provide special shampoo and may require other treatment as a condition of allowing the student to remain in school. For severe conditions the School may require that the student remain out of school until the condition is corrected.
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 Principal of illness/injury.

Section 9.21 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.

For information, a clanship chart will be displayed to inform all students and staff of the clan system.

Section 9.22 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, 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. The term also includes any posting on social media by a student that targets another student of the School. The term is further defined by the following:

1. It 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 it is conduct 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 White Mountain Apache 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 Principal or the Principal'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 Principal or the Principal'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 Principal and/or the Principal's designee is responsible for determining whether an alleged act constitutes a violation of this policy. In so doing, the Principal and/or the Principal'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 Principal or the Principal'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. **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 Principal or the Principal'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.

I. 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 Principal or the Principal's designee after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

Section 9.23 Sexual Harassment

TRS is committed to maintaining a learning environment that is free of harassment. The 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 Principal or designee shall ensure that students receive age-appropriate information related to sexual harassment. The Principal 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, which may include suspension and/or expulsion.

Students are informed that they should immediately report any incidents to either teacher, the Principal 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 Principal 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 Principal, 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 School Principal 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 Principal, 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 White Mountain Apache Tribe 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 Principal, shall conduct an investigation and make written recommendation within fifteen (15) days to the Principal. In determining whether alleged conduct constitutes sexual harassment, the Principal will consider many items, including the facts of the allegation, case law, White Mountain Apache Tribal laws, state 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 reasonable suspicion exists to credit the allegations of sexual harassment or intimidation, the Principal may take action based on the report/recommendation, or the Principal may conduct his or her own investigation into the charges. The Principal may appoint an outside investigator to conduct the investigation.
3. Such investigation must be completed within thirty (30) days of receipt by the Principal of the recommendation from the designee.
4. Pending such an investigation, the Principal 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 Principal 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 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:

Theodore Roosevelt School
P.O. Box 567
Ft. Apache, AZ 85926
(928) 338-4464

Section 9.24 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.

Section 9.25 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 9.26 Courtesy at School Activities and While on School Campus

Section 9.27 _____ Students and visitors to the School, including students' parents, 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. Students, students' parents and other visitors and guests shall be required to comply with standards of conduct that the School maintains. The School retains the authority to remove any individual from the School campus or any School event for failing to comply with the School's standards of conduct.

Section 9.28 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 front-office staff Registrar to arrange a meeting with the Principal and 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 dropoff sites. See Policies 9.13(14) and 17.06(G).

Section 9.29 Fire/Emergency Evacuation Plan

The Security Coordinator is 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 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 two (2) times per year and may occur off campus.

Fire drills are to be conducted once a month during school hours. 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 Safety Officer and ensure that corrective action is taken.

A fire drill report shall be filled out by each teacher after each fire drill and turned in to the Security Coordinator.

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

Section 9.30 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 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. Other Infractions

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 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 White Mountain Apache Tribe, 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.

H. Sexual or Physical Abuse of Students

I. Sexual Assault

J. Sexual Harassment or Sexual Intimidation

Section 9.31 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

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 9.32 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 Principal, Principal's designee, the Principal or the Principal's designee may impose Categories 3 and 4 discipline. Only the Principal or designee may impose Category 5 discipline as set forth in Policy 9.30. Only the Board, upon recommendation of the Principal, may impose expulsion as described in Category 6 of Policy 9.30. Principal Reports of lesser disciplinary action imposed by other staff persons will be forwarded to the Principal or designee.

Section 9.33 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 Principal 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 Principal and/or his/her designee, the discipline will be imposed. The decision of the Principal 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 exigent circumstances, discipline may be imposed prior to an informal opportunity to be heard or reviewed by the Principal. In such exigent situations, the student will, shortly after the imposition of the penalty, be given an opportunity for an informal review with the Principal 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 Principal. If no appeal request is received in the Principal'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 Principal or Principal'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 Principal or Principal's designee. At this informal meeting, students shall be allowed to present his/her position on the matter and the Principal 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 Principal or Principal's designee shall within three (3) school days of the informal meeting issue his/her written findings and conclusions on the matter. The Principal may: (a) modify or dismiss the proposed disciplinary action or (b) impose the proposed disciplinary action. The decision of the Principal 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 Principal 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 Principal's decision is to impose a long-term suspension, the Principal shall make his/her decision in writing and provide findings of facts and reasons for his/her decision. The decision of the Principal 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 School Hearing Committee. 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 recorded and a copy of the recording 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 Committee's decision is to recommend expulsion, the Hearing Committee shall make its decision in writing and provide findings of fact and reasons for its decision.
8. The Hearing Committee's decision in writing must be submitted to the Principal within five (5) school days of the conclusion of the hearing. The Principal shall review the written decision and may do the following: (a) affirm the Hearing Committee's decision and refer to the Board; (b) reject the Hearing Committee's decision; (c) modify the Hearing Committee's decision and impose a lesser discipline on the student pursuant to the procedures for said lesser discipline. The Principal must make his/her determination within three (3) school days of receiving the Hearing Committee's decision.
9. If the Principal affirms the Hearing Committee's recommendation for expulsion, then the Principal's recommendation and the written decision of the Hearing Committee shall be delivered to the 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 Committee's submission of the decision to the Principal.
10. If the student chooses to appeal the recommendation for expulsion, the student may appeal the recommendation to the Board. Said appeal must be in writing and delivered to the Board at the School office within five (5) days of the mailing of the Hearing Committee's recommendation on the long-term suspension or expulsion. The letter shall describe in detail the reasons for the objections to the Hearing Committee's recommendation.
11. Once the Board has received the recommendation and/or request for an appeal, the 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 Board has a right to do the following:
 - i. The Board can affirm the Hearing Committee's recommendation and order the expulsion.
 - ii. The Board can reject the Hearing Committee's recommendation.
 - iii. The Board can modify the Hearing Committee's recommendation and impose a lesser discipline on the student.
12. The decision of the Board is final.
13. The Hearing Committee 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 Principal. The panel member shall be appointed by the Principal at the beginning of the school year. The Principal 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 Committee, the Hearing Committee shall meet at the beginning of the year to review its duties.

E. Emergency Suspension

In a situation where exigent 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 Principal 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 Principal within 24 hours of the incident.

F. Expungement

Allegations of misconduct and information pertaining to a student 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 9.34 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. It shall be the duty of the lead Special Education teacher 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 lead Special Education teacher 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 9.35 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. Signing of the incident report by the student is an acknowledgement of receipt of the report by the student and is not an admission of guilt. Students are to be told this.
5. 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 Principal.
6. 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.
7. 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 Principal in writing.
8. It is the responsibility of the Principal 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 Principal and student file. If the incident report is modified, the modified incident report will be processed to the Principal and student file. The decision of the Principal or designee is final.
9. A copy of the incident report will be distributed as follows:
 - a) Office/Principal (a copy goes into the student file folder)
 - b) Teacher
 - c) Parent/student
10. Incident reports will be provided to the parent(s) as soon as possible within the same week.
11. A cover letter will accompany the incident reports to parents and will include:
 - a) Name of school official whom the parent may contact for information
 - b) The School's phone number
 - c) Title of person sending copies
 - d) Explanation of the incident report (how to read it, and what it means)
12. Duplication of incident reports for the same violation is not permitted and will be screened by the Principal before filing in student folder.
13. The Principal 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.
14. The student or student's parents will be notified that they have the opportunity to appeal any disciplinary action that results from the incident by submitting a written appeal to the Principal.

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 Fourth Amendment of the U.S. Constitution. 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.

The Principal or Vice-Principal may conduct searches when they have reason to suspect that the health, safety, and welfare of students or staff may be in danger, and 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 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.

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 White Mountain Apache Tribe 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 Principal for resolution for the grievance. The decision of the Principal is final.

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

Section 9.36 Removal From School/Dormitory Facilities

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

1. Notify parent(s) 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 or dormitory facilities unless an alternative, appropriate placement is available.
3. If law enforcement or CPS is involved, the parent will be notified.

Section 9.37 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. This section also precludes cyber-bullying;
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 9.38 Student Activity Monies

Any money generated by or paid to any student group shall be subject to the Financial Accounting Policies of this Manual, and further shall be reserved for the use of that group unless otherwise determined by resolution of the School Board. Monies remaining in any student fund account at the end of the year will be carried over to the next year. Such funds are to be expended for group purposes only and not as cash disbursements to individuals.

ELECTRONIC INFORMATION SYSTEM/ INTERNET AND SOCIAL USE POLICY

Section 10.01 Preamble

TRS (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.

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.

This Electronic Information Systems/Internet and Social Use Policy (or referred to as the “Internet Policy”) applies to all School employees and students. 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 privileges and/or disciplinary action.

- A. Assigned computer/Internet accounts must only be used for education related purposes.
- 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 offline.
- 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 White Mountain Apache 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, White Mountain Apache Tribe, 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, except with written authorization. Be advised there can be no expectation of privacy for any Internet or other electronic communications system access on School facilities. All such use is subject to review by the School.
- 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 or bullying, electronic or otherwise. Harassment/Bullying 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 network administrator deny, revoke or suspend a specific student account. Any supervisor may recommend that the network administrator deny, revoke or suspend a specific staff member's account. The network administrator shall, prior to denial, revocation or suspension of an account, inform the Principal of the network administrator's intended action in writing and may only take such action upon the Principal's approval.

Section 10.04 Mandatory Internet Filters

The School, through the Network Administrator and Principal, 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 Network Administrator 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 Network Administrator shall summarize his/her research of the alternatives and make recommendations of which software and/or services should be purchased. The summary and recommendations should be submitted annually in writing to the Principal prior to July 1. The Principal shall submit said report to the 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 Web Publishing and Social Media 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 network administrator and Principal.
 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.

Section 10.07 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 network administrator 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 10.08 Personal Social Media Use

Social media can be a good outlet to exchange ideas and communicate with others. The School encourages the respectful and positive use of social media to enrich student lives and to promote understanding of other viewpoints. However, the School cautions against any form of social media activity that may be harmful to any person. For that reason, although the Internet Policy does not prohibit personal social media use on the internet by employees acting outside the scope of employment, or by students outside of school, even personal social media use can lead to adverse consequences, if misused, and, therefore, is subject to the following conditions and guidelines:

- A. Personal internet and social media use must be done outside of work or school.
- B. The use or transmission of the School logo, School documents, or any information or images identifying School students is prohibited.
- C. The use of the School name for personal use or the use of a fake account in the name of the School is prohibited. Do not give the impression that the content of personal media use is authorized by the School.
- D. Remember that you are seen by others as a representative of the School, even in your personal activities. You are strongly encouraged to use respectful language and maintain appropriate content at all times.
- E. Be careful about what you disclose or share about yourself on social media. If you are uncomfortable with social media activity of others, report it.

- F. Ask permission before you post information about or images of other people.
- G. You are responsible for the truth of the statements you make and the consequences. Do not threaten or encourage harm to any person.
- H. Employees must not communicate with students using an employee's personal email address or allow students access to personal websites maintained by the employee. Exceptions are recognized for students who are family members of the employee.
- I. Parents are strongly encouraged to monitor and be involved in their child's social media use.

ARTICLE XI. PROCUREMENT

Section 11.01 Adoption of USFR

The School has adopted the Uniform System of Financial Records for Arizona School Districts (hereinafter referred to as “USFR”). Therefore, all matters relative to property procurement, management and disbursement treated by the USFR are generally controlled by, and shall be in accordance with, the USFR, except as otherwise provided under this Manual and any applicable rules and regulations arising from the laws of the White Mountain Apache Tribe, the federal government and the School’s contractual grant status.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

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 White Mountain Apache Tribe and the United States government and those arising from the School’s contractual status shall control over the USFR and these enumerated policies, and the USFR controls over these enumerated policies unless the contrary is expressly noted in said policy. References to Arizona statutes are advisory only and are not enforceable against the School.

The current USFR 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 White Mountain Apache Tribe and federal government and provisions and procedures found in the USFR. 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 OMB Circular A-102.

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 Prohibited Purchases.

Personal items purchased by employees or others may not be delivered to the school’s address. The School will not be held responsible in any way for any personal items delivered to the School.

Section 11.06 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 11.07 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 11.08 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.
- 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 11.09 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 11.10 Purchasing Procedures for Purchases Less Than \$250,000

A. Purchase Orders

Purchase orders must be prepared for all School expenditures, including promotional items, but excepting salaries and related costs and otherwise documented travel expenditures. Blanket purchase orders may only be used as specifically set forth herein and in the USFR.

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 "Accounts Payable Technician").
2. The Accounts Payable Technician, under the supervision of 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 in Section VI-D, Supplies, Inventory, as found in the USFR and amendments thereto, are then to be followed in processing the requisition and maintaining inventory control.
 - b) The Accounts Payable Technician will work with the Business Manager to 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 kept with the Accounts Payable Technician.
 - d) Select the proper purchase procedure, depending on the expected purchase amount.
 - e) Follow the guidelines concerning bids or quotes.

- f) Attempt to ensure that all purchases are made at the best possible price and in accordance with the following provisions.
- g) Use the following methods of procurement based on the aggregate purchase amount:
 - i. Purchases of \$10,000.00 or less: Purchase may be made without soliciting competitive quotations if the price is considered reasonable.
 - ii. Purchases of more than \$10,000.00, but less than \$50,000.00: Purchase shall be made according to the best obtainable price, provided a good faith attempt is made to obtain at least three (3) telephone, on-line or oral quotes from different vendors for such purchases. The purchases are required to be documented on the requisition form, including at least the following information: Person contacted; time; date; and phone number.
 - iii. Purchases of at least \$50,000.00, but less than \$250,000.00: Purchases shall be made according to the best obtainable price, provided at least three (3) bona fide written quotes are obtained. If three quotes cannot be obtained, documentation must be maintained in the file identifying the effort made to obtain at least three quotes and the reason why three quotes could not be obtained. The School may use the services of a single procurement cooperative to satisfy the requirement of obtaining three quotes, provided that such cooperative deals in the trade or business that provides the goods or services and such cooperative routinely obtains bids from multiple sources.
 - iv. Emergency Purchases: Emergency purchases are authorized purchases only in cases which are justifiably necessary and cannot be delayed until the standard purchasing procedures can be utilized. Purchases which could have been reasonably preplanned or anticipated shall not be considered as an emergency purchase. An emergency purchase is permissible when there is an existing condition which creates a threat to public health, welfare or safety. The existence of an emergency condition creates an immediate and serious need for the purchase of items or services or construction that cannot be met through normal purchasing methods and the lack of which would seriously threaten the functioning of the School, the preservation or protection of property, or the health, safety or welfare of any person. An emergency condition must be determined by the Principal. Written documentation of the basis for the emergency shall be maintained in the School files. Even under emergency conditions, price competition should be sought if it will not unduly delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances should be maintained on file in the School offices.
- 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 (see USFR VI-G-15 and 16). 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 \$10,000.00 to the Principal for review and approval.
- e) After the foregoing has been completed, and upon return of the requisition from the Principal, submit the approved requisition to the Accounts Payable Technician for the preparation of a purchase order.

4. The Principal shall:

- a) Review all requisitions over \$10,000.00 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 Accounts Payable Technician for the preparation of a purchase order.
- 2. The Accounts Payable Technician shall prepare purchase orders according to the following guidelines.
 - a) The purchase orders shall be consecutively and sequentially pre-numbered.
 - b) It is the Accounts Payable Technician'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 three-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
- 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 Principal 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) Requestor orders supplies that are necessary and approved.
- m) 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 Principal, 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 Principal.
4. The Principal shall:
- a) Execute checks and payment devices, when appropriate.
 - b) Submit payment devices to the Governing Board for approval, when appropriate.

Section 11.11 Procurement Procedures For Purchases of \$250,000 or More

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 White Mountain Apache Tribe 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 Return Policy for Merchandise

Only the Business Manager is authorized to process merchandise refunds and returns at retail stores on behalf of LSI. Any violation of this return policy by any employee is grounds for termination.

All retail merchandise purchased with LSI funds or school money must be personally delivered to the Business Manager whenever it becomes necessary to return such items. Upon delivery of the items to the Business Manager, the Business Manager or Business Manager's designee, shall enter into a Refund/Return Log the following information:

- Employee's Name, Department, and Contact Number;
- A description of the item;
- The estimated value of the item;
- The retail establishment where the item was originally purchased; and
- Any other information necessary to process the refund or return.

Section 11.14 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 11.15 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 White Mountain Apache Tribe 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 Board or the Principal as authorized by the 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 Uniform System of Financial Records for Arizona School Districts (hereinafter “USFR”) for provisions regarding property management, warehousing procedure and inventory issues. Further, the School has adopted the Perpetual Inventory System Procedure and Forms found in Section VI-D-1 through 11 of the USFR and any amendments thereto. The Principal, all relevant department heads and all personnel whose responsibilities and duties relate to property management shall familiarize themselves with the relevant USFR provisions, the requirements arising from the School’s funding contract, rules and regulations of the White Mountain Apache Tribe 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.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

All property shall be inventoried, reported, documented and disposed of in compliance with GASB-34 and any other applicable regulations.

Section 12.02 Conflicts in Regulations

In any conflict between the rules and regulations arising from the School’s funding contract, the laws of the White Mountain Apache Tribe and/or the federal government and the USFR or these policies, the rules and regulations arising from the funding contract, the laws of the White Mountain Apache Tribe and the federal government shall control. In any conflict between the USFR and this Manual, the USFR shall control unless the specific policy expressly states that it is controlling.

Section 12.03 Applicability

All property, other than food or other perishable supplies, must be processed through the Inventory/Receiving Technician or their designee (hereinafter “Inventory Technician”), 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 and reported in compliance with GASB-34. The Inventory Technician 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 Capitalization Policy

A fixed asset is any tangible asset purchased for use in the operations of the School from which an economic benefit will be derived over a period greater than one year. Fixed assets include items of property and equipment such as buildings, leasehold improvements, office furniture, fixtures, computers and other related technology equipment. At the time a fixed asset is acquired, its cost is capitalized unless each individual asset has a value of \$5,000.00 or less, in which case the asset is expensed in the period acquired. Amounts paid for property with an estimated useful life of 12 months or less with a value of \$5,000.00 or less are expensed in the period acquired as well. Management will periodically review these levels and make any modifications necessary. Fixed assets will be depreciated under the straight-line method using established IRS useful life classifications.

Section 12.08 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 12.09 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 12.10 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 12.11 Property Receiving

All personal property, other than food or other perishable supplies, must be processed by the Inventory Technician before use by any department or employee.

- A. The Inventory Technician 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 Inventory Technician shall identify those items that were ordered and were not delivered and so notify the ordering department and the Business Office.
 - 2. The Inventory Technician shall, after confirmation of receipt, deliver all shipping and billing documents to the Business Office.
 - 3. The Inventory Technician shall cause items that are subject to inventory to be tagged and included in the property inventory of the School.
 - 4. The Inventory Technician 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 Inventory Technician shall be taken directly to the department purchasing them, and the Inventory Technician shall be immediately notified of the delivery. The Inventory Technician 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 Inventory Technician have been completed.
- B. The Inventory Technician shall tag and enter into the inventory records all property subject to inventory. A *Master Locator Card* 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 Card acknowledging that custodial responsibility.

Section 12.12 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 12.13 Hazardous Property

- A. The department ordering hazardous property shall notify the Inventory Technician 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 Inventory Technician 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 12.14 Inventory System

An inventory system of all personal property subject to inventory and belonging to the School shall be maintained by the Inventory Technician. 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 Theodore Roosevelt 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. A Master Locator Card shall be prepared for each item of personal property subject to inventory. The Master Locator Card 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 Card 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 Inventory Technician. Each subsequent delivery of the item of property to a custodian shall be entered on the Master Locator Card. The Master Locator Card 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.

- 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 12.15 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 Inventory Technician and such other assistants as shall be designated by the Principal. The inventory shall consist of a physical inspection of each item of personal property for which a Master Locator Card 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 Card.
 - 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 Inventory Technician determines from the physical inspection that the item is not as it is described on the Master Locator Card, a notation shall be made on the Master Locator Card to that effect and the discrepancy shall be resolved at the earliest reasonable time by the Inventory Technician.
- C. When the Inventory Technician determines that the item is not in the custody of the person named on the Master Locator Card, 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 Card.
- D. When the Inventory Technician 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 Inventory Technician 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 Inventory Technician determines that an item cannot be produced by the custodian for inventory, such fact shall be immediately reported to the Principal for further action consistent with the terms of this Manual.

Section 12.16 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 or damage of the property to the appropriate department head and to the Accounts Payable Technician.
- 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 Accounts Payable Technician 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 Accounts Payable Technician when such property is no longer of use to the custodian.
- G. To pay the reasonable value or cost of repair of property to Theodore Roosevelt School when said property is lost, stolen or damaged due to the negligence, or failure to perform the duties required, of the custodian.

Section 12.17 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 12.18 Determination of Value or Cost of Repair of Lost, Stolen or Damaged Property

The Principal, 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 12.19 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 12.20 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 Accounts Payable Technician shall release each item of such property from the custody of the custodian listed on the Master Locator Card for that item of property and show on such card its return to the central storage facility.
 - 2. The Accounts Payable Technician 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 Accounts Payable Technician 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 chapters served by this School and other schools in the White Mountain Apache 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 chapters 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 Board. The obvious outcome to avoid in any disposition is the appearance of impropriety, unfair personal gain or favoritism.

Section 12.21 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 Principal. The Principal shall, by memorandum, designate

those departments and functions which must develop and provide such procedures. In addition to those procedures required by the Principal, 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 12.22 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 Principal for his or her review. If approved by the Principal, 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 Theodore Roosevelt School.

Section 12.23 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 Principal. 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 Theodore Roosevelt School.

ARTICLE XIII. ACCOUNTING PROCEDURES

Section 13.01 General Accounting Policy

The School has adopted the Uniform System of Financial Records for Arizona School Districts. The School's accounting procedures shall be as set forth and recommended in the USFR. 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 White Mountain Apache Tribe and the federal government. In the event of a conflict between the USFR and the policies set forth herein and the rules, regulations and requirements of the School's funding contract and laws of the White Mountain Apache Tribe and federal government, the rules, regulations and requirements of the School's funding contract and laws of the White Mountain Apache Tribe and federal government shall control. In the event of a conflict between the USFR and these policies set forth in this Manual, the USFR shall control unless said policies expressly state that they control. The Principal 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.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

The School Accounting System shall be compliant with and report as required by GASB-34.

Section 13.02 Journal Entry Policy

I. Overview of Journal Entries

A journal entry is an internal accounting transaction used to make a transfer or an adjustment. The entry indicates the two aspects of the transaction, the 'debit' and the 'credit', as well as the ledger accounts to be charged. The total value of the debit components must equal the total value of the credit components. A journal entry incorporates a 'narration' (a brief meaningful explanation of the entry) and is also substantiated by relevant supporting documentation.

TRS creates journal entries to effect transfers and adjustments in and between various accounts within the ledger. Where goods and/or services or items or equipment are transferred, the correct method of processing is by journal entry. Journal entries are also created to action and document a wide range of accounting adjustments, including for example the dissection of some multi-charge transactions, the approved reversal of ledger postings, period-end accruals, and adjustments to asset and liability accounts.

Care should be exercised when generating journal input to ensure the resultant postings do not give a distorted view of the ledger. In particular postings should be consistent with and not contravene generally accepted accounting practice, grant regulations and TRS policy. Staff should not be permitted to process journal entries until they understand the structure of the ledger record in which they are operating. They should have a general sense of the overall ledger structure and its relationship with the overall TRS financial system.

The Administrative Services Manager is responsible to establish journal entry review and approval procedures within TRS. Adequacy and propriety of journal entry documentation will periodically be evaluated by Internal Audit and are also subject to review by TRS's financial consultants and external auditors.

The responsibility for compliance with Federal and TRS regulations, requirements and guidelines and generally accepted accounting standards for journal entries, maintaining supporting documentation and for transfers/adjustments is in the TRS finance department and ultimately the Administrative Services Manager. Journal entries should be created and or adjusted in compliance with the following criteria that govern all such transactions:

- **Allowability:** The entry or adjustment must be allowable under the terms and conditions of the award, including the authorized budget and applicable regulations.
- **Allocability:** The goods or services must benefit the account charged. Goods or services shared by more than one project are allocable in proportions that can be approximated through actual use. Example: If you are charging Project A for 50% of an item purchased, Project A must receive half the benefit or use of the item.
- **Reasonableness:** A cost may be considered reasonable if the nature of the goods or service acquired and the amount paid reflect the action that a prudent person would have taken at the time the decision to incur the cost was made.
- **Consistency:** The application of costs must be given consistent treatment within established TRS policies and procedures including Generally Accepted Accounting Principles and Cost Accounting Standards as issued by the Federal Cost Accounting Standards Board.
- **Timeliness:** All adjustments should be made within 120 days. Exceptions require full documentation of reason for delay. Any audit-derived disallowed costs will be borne by the departments that caused them and shall be grounds for disciplinary action for any staff person involved in the process.

II. Initiation and Creation of Journal Entries

1. A journal entry is an entry for a transaction used in the TRS general ledger to book amounts for assets, liabilities, expenses and revenues for TRS.
 - a. Journal entries are initiated and completed by the Business Technician and reviewed and approved by the Administrative Services Manager and the TRS Financial Consultant.
 - b. Journal entries shall be initiated and completed on a timely basis to ensure an up to date ledger, time for review, early detection of errors or problems and in order to maintain a current, up to date financial picture of TRS.
 - c. Journal entries initiated and created by the Business Technician shall contain:
 - i. An explanation (separate from the line description) describing the purpose of the entry. The description should be detailed enough to allow others to understand the purpose of the entry without examining the supporting detail.
 - ii. Adequate supporting documentation which must be in place to support the entry and be retained for 5 years
 - d. The Business Technician, in creating a journal entry shall verify the following journal elements:
 - i. The correct naming convention is used.
 - ii. The posting date and fiscal period are correct
 - iii. The correct category has been chosen
 - iv. Required entries for deposit journals are present
 1. the category is Receipts
 2. bank deposit date is in journal header's description field
 3. deposit control number is in Description field of debit and credit line
 - v. No errors in account references or account transactions have been made
 - vi. The debit and credit totals have been entered

- vii. Control totals are entered at the journal (not batch) level
 - viii. The appropriate documentation is attached or filed
2. The Business Technician shall obtain the Administrative Services Managers approval of journal entries in writing by initialing, prior to posting to the general ledger. After obtaining the Administrative Services Manager approval, the Business Technician may post the entry to the journal and forward it to the third-party financial consultant who shall independently review the journal entry to ensure propriety.
 3. The Administrative Services Manager is responsible for ensuring that general journal entry input conforms with this policy and accepted accounting practices. The Administrative Services Manager shall also ensure that the staff involved in this process is adequately trained so that they understand the effect and proper procedures for processing financial information and records. The Administrative Services Manager shall ensure that there is a proper separation of duties/functions between initiating a request processing a request and approval and where such separation is not possible, to ensure sufficient oversight for adequate checks and balances.

III. Approving Officer

1. The Approving officer and the Administrative Services Manager is responsible for ensuring that journal entry input conforms with TRS policy and accepted accounting practice, and that staff under their control is adequately trained so that they understand the effect of processing financial input. Approving officer shall ensure that there is a proper separation of duties/functions between those staff initiating a request, processing a request and approval. Unnecessary requests should be rejected and not proceed. Special attention should be given to supporting documentation.
 - a. The Approver shall verify that the journal entry is correct, ensuring as follows:
 - i. Appropriate accounts are affected.
 - ii. The magnitude of individual account and journal entry transactions is reasonable.
 - iii. The impact of the transactions on departments, balance sheet, and income statement is reasonable.
 - iv. Journal naming convention is followed
 - v. Control totals are entered at the journal (not batch) level
 - vi. Deposit journals include date of deposit in the journal header's Description field and Deposit Control Number in the Description fields of the Debit and Credit lines.
 - b. The Approver will verify if the journal entry is correct by checking that:
 - i. Appropriate accounts are affected
 - ii. The magnitude of the transaction is reasonable
 - iii. The impact of the transaction on departments, balance sheet and income statement is reasonable
 - iv. Journal conventions have been followed
 - v. Recheck the journals reported to the preparer for correction and submission for approval
 - c. Journals requiring correction should be rejected and returned to the Preparer with clear, concise notes on what is wrong in the journal. Notes may be included in the Comments section of the Approver form.
 - d. Approve the journal entry.
 - e. Officers reviewing and approving should:
 - i. be alert to practices that are contrary to these standards and have offending journal entries amended before forwarding for posting to the ledger; and

- ii. Ensure entries conform to TRS policy and procedures and accepted accounting practice. Officers undertaking review and approval need to have a sound basic understanding of current accounting procedures and practice; and
- iii. Look for patterns in the types of journals being created and if journals are consistently being used to correct miscoding, steps should be taken to ensure correct coding of future transactions.

IV. Approval Requirements

Journal entries are prepared and checked by the Business Technician and are then approved by the Administrative Services Manager, who is the Approving Officer. The Approving Officer takes responsibility for the correctness and validity of the final journal entry. The approving officer ensures that the journal entry is proper, accurate and fully substantiated.

V. Documentation

The journal entry request should be supported by adequate documentation. The documents should clearly explain the reason for the journal entry and the basis of the journal entries created. In particular, the documentation should clearly provide:

- a. The reason for processing a request should be clearly identified by the supporting documentation. This could include correspondence, notes, copies of documents such as orders, invoices, reports;
- b. Working papers detailing the basis of any calculations, the source of supporting data and the name of the preparer of the calculations; and
- c. The name and contact details of the officer responsible for the journal.

Journal entries are checked for accuracy and supporting documentation by the Administrative Services Manager.

VI. Descriptions

Care should be exercised by staff to ensure that the journal descriptions (or 'narrations') used in the description field are relevant and concise. Staff should be clear as to the reason for and effect of the journal entry and the description should reflect this understanding. In particular:

- a. Enter the most relevant information first, do not include redundant information which is otherwise provided by the ledger record e.g. do not enter the account code name into the journal entry description, such as #5404 Conferences and Seminars, instead details such as names and dates are generally far more useful (for example, Smith Feb Optics);
- b. Cross reference the other account if transferring between accounts;
- c. When correcting a previous erroneous entry, reverse the prior entry in full and re-enter the correct entry in full. Never attempt to correct by entering the difference between the correct and incorrect entry. This will only lead to subsequent confusion for any officer trying, at a later date, to work out what took place; and
- d. The reference field on the journal entry request is designed to be a cross reference to other data in the general ledger such as purchase order, invoice and other journal entry request numbers.

VII. Journal Entry Adjustments

- A. Appropriate types of transfers – Once an entry has been recorded in the general ledger, cost transfers may be made only in the following situations:

1. To correct an erroneous recording when the original source document or subsequent interim transaction (e.g. PO, Payroll transaction, Recharge journal, etc.) contained an incorrect chart string or amount.
2. To distribute / allocate certain high numerical, but small individual charges, such as copy machine costs, mailing charges, telephone charges, office supplies, or fax charges billed to a central department, but may be proportionally applied to other activities, projects or funds under the jurisdiction of the department.
3. To record a change in use of goods or services, for example a case of beakers originally ordered for and charged to a teaching program, but subsequently required by and transferred to, a research project.

B. Criteria for cost transfers

1. The transfer must relate to a specific item of cost incurred by the account. The quantity and goods or services must be specified.
2. Each transfer must be in proportion to the benefits received from the goods and services.
3. Transfers must be in the same amount as the original charge unless a portion of the expense is to be transferred. If only a portion is transferred, a clear explanation needs to be given as to the basis for the division of the cost.
4. All expenditures must be in compliance with TRS policies and the requirements of the funding source.
5. The methodology adopted to prepare any allocations as discussed above, must be in accordance with applicable regulations and be reasonable, allowable, allocable and consistent. In addition, the Business Technician must maintain the appropriate records and usage logs to substantiate all charges redistributed.
6. All adjustments should be made within 120 days of the later of the original charge or the date of the redistribution. Accurate and timely reporting of expenditures impacts the production of financial reports and invoices in meeting TRS and funding agency requirements. If because of unavoidable circumstances the adjustment is made after 120 days a full written explanation of the late adjustment must be documented.

C. Procedure

1. All journal entry adjustments must be initiated by the Business Technician who shall include a full explanation of the basis and justification for the journal entry adjustment in writing. This proposed adjustment shall be submitted to the Administrative Services Manager for review and approval.
2. The Administrative Services Manager shall ensure that all documentation and explanations are in place and that the journal entry adjustment proposed is appropriate and correct and in compliance with generally accepted accounting principles, grant regulations and TRS policies. The Administrative Services Manager shall then forward the proposed entry adjustment to the Financial Consultant for final review and approval prior to Board consideration.
3. The Financial Consultant shall review all journal entry adjustment proposed journal entry adjustments for correctness, compliance with generally accepted accounting principles, applicable regulations, and TRS policies. The Financial Consultant shall provide the written approval to the general journal entry amendment and any other necessary explanatory information. Should the Financial Consultant reject the journal entry amendment they should provide the reasons therefore in writing and deliver the denial to the Administrative Services Manager. The Administrative Services Manager shall then likewise make the necessary corrections in concert with the Business Technician and resubmit all or withdraw the proposed journal entry amendment.

All journal entry amendments must receive approval by the school board prior to their entry into the general ledger.

Section 13.03 Reconciliations

The Business Technician shall reconcile all accounts at least monthly and within fifteen business days of receipt of a bank statement regarding any account. Bank reconciliation shall be done according to the following procedure; the Business Technician shall:

- a. Prepare written reconciliations for each bank account within fifteen days of the bank statement date.
- b. Identify all reconciling items with references to supporting documentation.
- c. Propose correcting entries or request the bank to make any necessary corrections for all errors detected in the reconciliation process.
- d. Require the Manager to review and approve each reconciliation and the resulting correcting entries.
- e. Investigate all outstanding checks and other reconciling items outstanding for more than six months and take appropriate action to eliminate the reconciling item.

The Business Services Manager shall act to provide checks and balances in the above procedures and maintain compliance.

The Business Technician shall reconcile all bank statements with general ledger balances to ensure agreement between the two amounts and or quick resolution of any discrepancies. Failure to perform the above policy shall be grounds for severe disciplinary action up to and including termination.

The Business Services Manager shall be responsible for ensuring the above described policy is carried out. The Business Services Director shall take immediate disciplinary action should the Business Technician fail to strictly adhere to the above described policy. Should the Business Services Director fail to closely monitor the implementation of this policy and take appropriate action in ensuring the timely reconciliations on a monthly basis, the Business Services Director shall be subject to discipline with sanctions up to and including termination.

Section 13.04 Investment Policy

Purpose

The Board considers an investment program a critical ingredient of sound fiscal management. The Board authorizes the Principal and his/her Board approved designee to manage all activities with the investment program in such a manner as to accomplish the objective of this policy.

Objective

The objectives of the investment program are to secure a maximum yield on investments in order to supplement other revenues for the support of the school; safeguard and invest funds in accordance with Federal and State laws, as well as grantor requirements; and to maintain the liquidity necessary to meet the school's cash requirements.

The school may invest only in securities that are backed by the full faith and credit of the United States Government and in compliance with 25 U.S.C. § 2506(b) (2002). Permissible investments include:

1. Only obligations of the United States, or in obligations or securities that are guaranteed or insured by the United States, or mutual “or other” funds registered with the Securities and Exchange Commission, and which only invest in obligations of the United States or securities that are guaranteed or insured by the United States;
2. Or investments deposited only into accounts that are insured by an agency or instrumentality of the United States or are fully collateralized to ensure protection of the funds, even in the event of bank failure. Said deposits or certificates of deposits should be fully ensured by the FSLIC or FDIC.

Responsibilities

Board of Directors (School Board):

The Board of Directors establishes the investment policy.

Principal

The Principal and his/her designee as approved by the Board shall manage all activities associated with the investment program in such a manner as to accomplish the objectives of this policy.

The Principal and his/her Board approved designee shall prepare a written report each month that lists all investment in beginning inventory, all transactions during the month and all investments on hand at the end of the month. The report shall include the stated interest rate, the interest earned (on a cash basis), the profit or loss on each transaction, and the market value of each investment.

The Principal and his/her Board approved designee shall also prepare an annual review and assessment of the school’s investment program.

Use of Funds

The Board shall determine in an open regularly scheduled School Board meeting, the use of funds for student educational programs which are deemed necessary and critical to the mission of the school. The use of interest funds shall not be used to supplant regular education funds and/or balance the budget for the school year.

Section 13.05 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 13.06 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 White Mountain Apache Tribal laws, regulations and procedures.

Section 13.07 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 White Mountain Apache Tribe 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 and the activities and reports required by GASB-34.
 - 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 White Mountain Apache Tribe and federal government. The accounting system of the costs should be consistent with OMB Circular A-87, "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.

Section 13.08 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 Principal 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 School Banker shall be appointed by the Principal.
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 School Banker.
2. Ledger. A ledger shall be maintained for all student accounts by the School Banker.

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 School Banker and given to depositors to inform depositors of transactions affecting their accounts. Monthly statements of club account balances shall be submitted to the Principal'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 Principal to the School bank general account unless the approved plan of operation of such organizations make contrary provisions.

C. Individual Accounts

- a. Deposits are made to the School Bank and Community First Bank.
- b. Funds for individual accounts are handled via vouchers to Wal-Mart and/or K-Mart.
- c. There are **no** cash disbursements.
- d. Individual balances are maintained in two (2) places; with the sponsor and with the School Banker.
- e. All accounts are reconciled monthly.
- f. Deposit of funds will follow the same School Bank general guidelines.
- g. If an authorized/assigned student transfers, the account will be assigned to a new student.
- h. The School sponsor will notify the School Banker of the change in the student account.

D. Activity Accounting Guidelines

1. Activities which charge admission shall use a pre-numbered ticket system as a prerequisite for approval of activity. These activities include: carnivals, athletic events, concerts and other gate-controlled events. The club sponsors/student officers will be responsible for:
 - a. Change fund for the activity. The School Banker will provide change on the day of the event and issue a voucher for change.
 - b. Selection of persons responsible for admissions.
 - c. Picking up pre-numbered tickets from the Business Office on the day of the event.
 - d. Inventory of tickets sold, and reconciliation of cash received against the number of tickets sold.
2. 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.

E. 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 BOARD POLICIES

Section 14.01 School Board Authority

The Theodore Roosevelt School Board shall have full authority to conduct the affairs of the School as authorized by and consistent with the laws of the White Mountain Apache Tribe, the laws of the United States of America, and as stated in these Policies.

The Board may only act pursuant to resolutions duly enacted at official Board Meetings at which a quorum is present. Individual Board members shall not issue directives, take action or make representations on behalf or authority of the Board or on authority of their office unless they have been expressly authorized to do so by official, express action by the Board as set forth above.

The Board may also engage in collaborative initiatives with other P.L. 100-297 entities, and other entities and agencies to more effectively and efficiently carryout the functions and responsibilities of the Board, should the Board determine that it is in the best interest of the School to do so.

Section 14.02 Board Appointment

The Board members shall be appointed by the Tribal Council for a term as designated by the Council. The number of Board members shall be determined by the Tribal Council.

Section 14.03 Oath of Office

Each member of the Board who has been duly appointed to office pursuant to the laws of the White Mountain Apache Tribe 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 Board member of the Theodore Roosevelt School Board, Inc., that I will execute my duties and responsibilities in full accordance with the laws, regulations and ordinances of the White Mountain Apache Tribe, and the United States of America, so help me God.

Section 14.04 Officers

A. The officers of the Board shall be elected by a majority of the Board members at the first regular board meeting each fiscal year. The officers shall be a Board President, Board Vice-President, Board Treasurer and Board Secretary.

B. The Board President shall be chosen from the Board membership and shall preside at all Board meetings and perform other duties as assigned by the Board.

C. The Board Vice-President shall be chosen from the Board membership and during the absence of the Board President, shall preside at meetings of the Board during and carry out the duties of the President. The Board Vice-President shall perform other duties as assigned by the Board.

D. The Board Treasurer shall be chosen from the Board membership and shall be responsible for ensuring full and accurate records are maintained for the School to account for all monies received and paid. The Treasurer

shall also recommend sound financial management policies to the Board, see that an annual budget is prepared and approved, provide financial reports on a regular basis, and exercise such other duties as customarily pertain to the office.

E. The Board Secretary shall be chosen from the Board membership or the School staff and shall cause the minutes of all Board meetings to be recorded in the minute book of the Board, shall cause all Board meeting notices to be given and to maintain custody of the Board records.

Section 14.05 Applicable Laws, Rules and Regulations

Board members are subject to and shall act within: The School's policies and procedures, in their entirety; the terms and conditions of the School's funding agreements; and the laws and regulations of the White Mountain Apache Tribe and federal government. Failure to so act may result in disciplinary action.

Section 14.06 Conduct of Meetings

- A. Regular meetings of the Board shall be held at such place and such date and time as shall have been established by the Board and publicized among all Board Members. A notice of each regular meeting shall not be required. Special meetings of the Board shall be called by the Board President or by the Board President upon the written request of a majority of Board members. A notice of all special meetings shall be in the form and manner as the Board members may decide and shall be provided not less than 48 hours prior to the meeting, unless such notice period is waived by all Board members.
- B. The Principal, with the assistance of the School Board President, shall prepare a written proposal of the agenda for all regular and special meetings of the Board in advance of such meeting. All written documents and submissions to the Board shall be first reviewed by the Principal as a part of the agenda preparation. Documents shall be reviewed for completeness, compliance with existing laws, regulations and policy. The Principal 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 Principal shall enact such procedures for the submission of proposed items for the consideration of the 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 Board meeting until such agenda shall have been approved by majority action of the Board. The Board President and a majority of the Board members may also place items on the agenda.
- C. *Robert's Rules of Order* shall be used and followed in the conduct of all meetings unless otherwise directed by the Board.
- D. The order of business to come before the Board at any regular meeting shall be as follows:
 - 1. Call to Order
 - 2. Roll Call
 - 3. Invocation

4. Public Comment
5. Approval of Agenda
6. Approval of Minutes
7. Reports
8. Discussion Items
9. Action Items
10. Other Board Matters
11. Adjournment

The order of business may be amended for any meeting by a motion which is duly made and seconded.

E. 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 Board at that time. Generally, special meetings should be limited to four (4) or less action items. The order of business for special meetings shall be as follows:

1. Preliminaries
2. Approval of Agenda
3. Action Items
4. Adjournment

F. Public comment is a privilege not a right. The public comment form must be filled out and submitted to the Board President prior to the time for public comment to ensure propriety. Public comment should not be used for personal attacks on staff, students or Board members, or others. Public comment shall be addressed to the Board only upon matters relevant to the function, authority and responsibilities of the Board. The president will exercise such authority as may be necessary to limit public comment in order to protect due process and privacy rights, preserve order, require relevancy and to prevent redundancy and/or excessive length of public comment. Public comment shall be limited to fifteen minutes per speaker. Board members cannot respond to public comments unless the comments address an item on the agenda or unless they constitute a personal attack on the Board member. A Board member may direct the administration to investigate the comment and/or place it on a subsequent agenda, but not direct action. Employee requests to address the Board regarding employment matters must first be directed to their immediate supervisor. If unresolved, employees shall follow the grievance procedures set forth in Board policy.

G. The Board may retire to an executive session from which the public and all other persons, excepting only those persons invited by the 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 Board shall be made in executive session. All voting shall be done in public session. Executive sessions must be kept confidential. It is illegal for any participant to disclose discussions,

information or anything else that takes place in executive session. Any person or party disclosing confidential executive session information shall be disciplined up to and including termination.

Section 14.07 Code of Ethics

A. Education Needs and Welfare of Students

The Board members are elected to represent the community and guide the operation of the School for the benefit of the students. All decisions of the 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 Board.

B. Faithful Discharge of Duty

Each 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 Board member. Dishonesty, inaccuracy and misrepresentation by a Board member are in violation of that oath. Therefore, a Board member is expected to be honest, fair, accurate and open in all reports and statements made to the Board. A Board member, when reporting or discussing Board actions and decisions in a public forum, is expected to be accurate and informed when speaking and avoid taking personal credit for Board action or divulging confidential information.

C. Compliance

Board members shall comply with and uphold all laws, rules, policies and governance procedures applicable to the School, including these policies, to promote the welfare, mission and financial resources of the School. For that purpose, Board members shall familiarize themselves with governing laws and policies, including the policies governing the protection and use of school funds and ensure that the expenditure of any School funds complies with the limits and conditions of a duly approved budget.

D. Diligence in the Discharge of Duty

The performance and effectiveness of a Board member requires diligence, study and attendance at all meetings. A 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.

E. Exercise of Independent Judgment

School 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 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.

F. Community and Political Responsibilities

Individual members of the Board are free to recognize their community and political responsibilities. However, those responsibilities must be conditioned by duty owed to the Board and the School. Prior to a decision duly made by a majority of the Board on any issue, it is appropriate that a 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 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 Board. Generally, investigation of any factual situation should be directed to the administration and not undertaken by the Board or any individual member. After a decision is made by majority action of the Board, it is the duty of each Board member to support the decision in all public statements.

G. Duty to Vote

Every Board member has a duty to vote on every issue presented for a decision of the Board if no conflict exists. A Board member may abstain from voting only when a conflict exists. An affirmative vote on any issue means the Board member is in favor of the motion. A negative vote by a Board member means only that the Board member does not agree with the motion as seconded and presented for a decision.

H. Official and Public Statements

The Board must recognize that official statements and public statements by 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 Board or a public statement by a Board member, must be:

1. Supportive of the philosophy, policy and procedure officially adopted.
2. Supportive of Board members and School personnel.
3. Fair, accurate and objective.
4. Devoid of any personal opinion expressed to create or influence public opinion.

I. Conflict of Interest

Generally, a conflict of interest is defined as any consideration or influence experienced by a 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 Board member. However, ethical considerations apply only to defined areas of possible conflict and require special consideration and action by a Board member when experienced. Two categories of possible conflict are identified and the obligations of a Board member experiencing a conflict defined by category are provided.

1. A conflict of interest in this category obligates the Board member to report the perceived conflict of interest to the 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 Board member should absent themselves from the boardroom 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 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 Board member or the Board member's immediate family or any business, partnership, corporation or proprietorship in which the Board member or Board member's immediate family has any ownership or management interest. This provision does not prohibit a Board member from placing a proposed purchase or acquisition on the agenda or from introducing the materials or services for sale to the Board prior to any 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 Board or School when such employee is within the second degree of consanguinity or affinity to the Board member or is within the Board member's immediate family.
2. A conflict of interest in this category obligates the Board member to report the perceived conflict of interest to the Board. Thereafter, the 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 Board member feels that he or she can vote objectively and without being influenced by what had been perceived as a conflict, then the 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 White Mountain Apache culture or tradition and the requirements or practices of Anglo government or business.
 - b) A conflict which involves the differing values of White Mountain Apache 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, chapter or tribe or the duties of other public offices also held by the 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 White Mountain Apache culture.
 - e) Any other perceived conflict of interest which the Board member feels may influence his or her ability to be impartial in any consideration or decision of an issue before the Board.

Board members must also abide by the School's general conflict on interest policy (Article II, Section 2.07), the laws of the White Mountain Apache Tribe and federal government.

Section 14.08 Discipline of Members for Violation of Code of Ethics and/or School Policy

It is the intention of this Board that all violations of this Code of Ethics be met with appropriate discipline. Discipline shall, by majority decision of the School Board, consist of private counseling of the member found to have violated the Code of Ethics, private reprimand, public reprimand or publish a recommendation that the Board Member be recalled or report them to the White Mountain Apache Tribe Ethics and Rules Committee. 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. Recommendation of recall shall be placed in the public report of the meeting and communicated by letter to the White Mountain Apache Tribe Ethics and Rules Committee and the White Mountain Apache Tribal Election Administration Office.

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 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 14.09 Authorized Payments to Members

A. Compensation

Board members shall not be paid, nor shall they receive, anything of value by way of payment for their services on the Board. However, board members shall be paid such stipend, as may be approved by the White Mountain Apache Tribe, 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 Board.

B. Expenses

Board members shall be entitled to receive reimbursement for their necessary and reasonable expenses incurred in the performance of their duties as Board members. Travel expenses, when authorized by majority decision of the 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 Board members as allowed by White Mountain Apache Tribal law. Unused advances must be reimbursed to the School on or before the next regular meeting of the 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.

D. School Credit Cards

It is common for problems to arise overuse 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 school credit cards for strictly limited school authorized use. Because of the high potential for abuse of the school credit card, the use of school credit card for Board expenses will be governed by the Credit Card policy, Section 4.20, and any violations will be pursued to the fullest extent.

Section 14.10 White Mountain Apache Code of Ethics

In addition to other policies set forth herein, including, but not limited to, policies regarding ethics, conflicts of interests and anti-nepotism, the School adopts the White Mountain Apache Code of Ethics as may be established by the Tribe.

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, state 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 Theodore Roosevelt 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 Principal or a person authorized in writing by the Principal 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 state and local officials, pursuant to state 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 be destroyed after two (2) years.

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 Theodore Roosevelt 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 Principal or designee.
- C. Temporary student records and copies of permanent student records shall be kept and maintained by the Principal 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 Principal 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 Principal.
 - 2. Alteration or destruction is required by order of a court of competent jurisdiction.

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 Principal for appropriate consideration the following completed forms:
 - 1. Field Trip Request Form;
 - 2. Vehicle(s) Request Form;
 - 3. A complete prospective itinerary; and
 - 4. A list of all prospective professional and paraprofessional staff, chaperones and students participating in the field trip.
- B. All of the above required forms shall be submitted to the Principal 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 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 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 Principal and need not be again submitted to the Board for further consideration.

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 Principal.
 - 1. A completed parental permission form for each and every student participating in the field trip which authorizes such participation. Field trips not involving overnight lodging away from the School may be covered by a standard day trip permission form executed by the parent or guardian of the student at the beginning of the School semester or year. Field trips involving overnight absences from the School 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 boarded the transportation vehicle(s) to participate in the field trip.

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.
 3. That the itinerary provides, 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 Principal.

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. Such standards of conduct shall be in writing and a copy shall be provided to each student of the field trip. However, such written standards of conduct may be amended by the Field Trip Sponsor in response to the exigencies of changed or unanticipated circumstances.
- 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.
- 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.

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 *Theodore Roosevelt 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.

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 a significant departure from the approved itinerary is required, immediate notice shall be provided to the Principal 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.
- E. No swimming shall be allowed unless the following precautions are taken:
 - 1. Prior to any swimming, the Field Trip Sponsor or designee shall conduct a pool safety training with the students, staff and chaperones. Basic pool safety should be reviewed to include, but not be limited to, no running, no fighting, no diving unless specifically authorized by the field trip sponsor and that swimming tests will be required of all children at the beginning of the swimming.
 - 2. Prior to allowing the group to begin swimming, inquiries should be made by the chaperones of the students as to their swimming ability and the chaperones should test the students to ensure that they can swim the length of the pool or whatever greater distance may be appropriate under the circumstances. Students who are unable to demonstrate sufficient swimming ability must be strictly observed and kept in shallow water.
 - 3. Two (2) adult chaperones, dressed for swimming and who are competent swimmers, must remain pool side, out of the pool and keep the pool and students under constant, first-person surveillance. Said chaperone/staffpersons should have no other assignment at this time, nor shall they be involved in any other activity including but not limited to, reading,

conversing, eating or any other activity that would distract them from said surveillance. The above two (2) identified chaperones or staff persons shall be also be responsible for general pool safety and control of the students including but not limited to the prohibition regarding running and dangerous horseplay. If one of the chaperones/staff persons must leave the area, they must be immediately replaced or the students removed from the pool and the swimming cease.

4. If there are no chaperones/staff persons willing to accept this responsibility no swimming will be allowed.

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 who participated in the field trip shall be delivered by the Field Trip Sponsor to the Principal 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 days and include but are not limited to field trips for Honor Roll, Perfect Attendance, Eighth Grade, Residential, Gifted and Talented, and Student Council.

- B. Maximum Length of Trip. Extended Field Trips or any other field trips will not exceed five (5) consecutive calendar days in length.
- C. Stipends-Payment of staff members for accompanying students on an extended field trip as a field trip sponsor or chaperone, as part of their official duties and at the direction of the School, shall be by stipend of one hundred dollars (\$100.00) a day and expenses. In no event will a stipend beyond five hundred dollars (\$500.00) be paid for any field trip duties. All stipends must be approved in writing by the Principal or designee prior to the field trip and prior to the staff person providing services relative to the field trip. For the purpose of this policy, expenses are defined as and limited to, hotel accommodations for the staff person only, meals and entrance fees.
- D. Only staff are paid stipends for providing services on field trips. Parent chaperones shall not receive stipends, however, their expenses, as defined above, will be paid. Parent chaperones must have background clearances completed prior to providing services and relative to and prior to going on the field trip.

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 Theodore Roosevelt School Board, Inc.

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 Theodore Roosevelt School.

G. Transportation. The act of operating a vehicle on or away from the Theodore Roosevelt 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 Principal, who shall bring the matter before the Board at its next regular meeting.

- B. The Board may terminate the employment of 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, pursuant to the *School's Policies and Procedures Manual*.
- C. In circumstances in which White Mountain Apache Tribe, federal or Arizona law require the operator of a vehicle to possess a current, valid CDL, no person may operate a vehicle without such license.

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 Principal 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 Principal 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 Principal, 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 Board to have expired pursuant to the *School's Policies and Procedures Manual*.

F. Use of Vehicles by Board Members and School Employees

School vehicles may be used by individual Board members and school employees while engaged in the scope and course of school business. The school maintains a “no deviation” policy. 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.

G. Passengers

Only individuals directly engaged in activities which are associated with official school business may ride as passengers in a school vehicle. With permission of the Principal, a spouse may ride with a Board member or employee to or from a conference in a school vehicle.

H. Insurance

Theodore Roosevelt School has automobile insurance that covers employees and Board members driving or riding in a school vehicle. Any employee or Board member who seeks to operate a school vehicle must supply information as may be required by the school's insurance carrier and receive approval. 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.

I. Reporting Accidents

Any type of accident must be immediately reported to the Principal. In the event of an accident, the driver must submit to an alcohol and drug test within one (1) hour of the accident. It shall be the driver's responsibility to ensure that the test is administered.

J. Driving Record

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, Board members and employees must have a good driving record. 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 "Theodore Roosevelt School Authorized Driver" form.

K. Use of Tobacco, Alcohol and/or Drugs in Vehicle

Board members and employees shall not smoke in school vehicles nor drive a school vehicle while under the influence of any alcohol or drugs.

L. Seat Belts

All drivers and passengers of school vehicles must wear a seat belt.

M. 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.

N. All drivers shall complete an authorized driver request which is attached hereto as Appendix XVIII-A.

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 remain on paved roads at all times, 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 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 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.
- E. The driver and any accident, as defined herein, shall submit a drug and alcohol test within one (1) hour of the accident. It shall be the driver's responsibility to ensure that such a test is administered within the time frames set forth herein.

Section 17.10 Specific Implementing Procedures

- A. Not later than thirty (30) days after the adoption of this Manual by the Board, the Principal 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 Board, the Principal 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 Principal 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 Principal for his or her review. If approved by the Principal, they shall be submitted to the 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 Theodore Roosevelt School 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 White Mountain Apache Tribe, Arizona and Federal laws and regulations

and school board policy governing the transportation of students, including all applicable speed limit laws.

The School Bus Driver is responsible to the Transportation Manager/Director.

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 Principal 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 school principal 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 school principal 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.

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.

8. 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.
9. 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.
10. Reports: The bus driver will complete all required reports and forms and submit them on time to the supervisor or designate.
11. 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
12. 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.
13. School Bus Logbook: All bus drivers are required to keep a logbook which must always be kept up to date. The logbook 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 logbook shall always be available for inspection by the supervisor while the driver is on duty.
14. 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.
15. This policy and the regulations, directions and prohibited conduct set forth herein are in addition to and not in place of other policies.

16. APPENDIX XVIII 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 Principal or the Principal'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 Principal or designee, and, further, for making recommendations to the Principal 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 Principal 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 Theodore Roosevelt 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 Drivers 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 can not 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 a 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.

ARTICLE XVIII. HOUSING POLICIES

Section 18.01 General

It is the policy of the School to provide, consistent with 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 shall be applied by the Facilities Management secretary with oversight by the head of the Facilities Management Department and shall be established as follows: There shall be one quarters unit designated and reserved for the responsible employee in Facility Management so that the School shall have the benefit of immediate response to any facility problem. This reserved quarters unit shall be designated for use by an employee in Facility Management who also is responsible for and trained in firefighting and prevention. Of the quarters units remaining unoccupied, preference shall first be given to the Principal and executive staff as enumerated herein (see Policy 18. (B)), then to professional teaching staff, then to other administrative staff, as their need may be demonstrated. Of the quarters units thereafter remaining unoccupied, all employees shall be considered, based upon the following criteria:

- A. The benefit to the School which would occur if the employee were to be awarded quarters.
- B. The employment record and length of employment of the employee seeking quarters.
- C. The prior record, if any, of the employee with regard to any prior award of quarters or the occupancy thereof.
- D. The need demonstrated by the employee seeking quarters.

No priority hereby established shall prejudice any rights to quarters previously awarded but shall be applied only to future awards of quarters.

A copy of these policies shall be made available to every employee of the School, whether or not such employee 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 Function and Authority

- A. The secretary of the Facilities Management Department, with oversight by the head of the Department, shall have full authority and responsibility to award quarters to employees consistent with the terms and conditions of this Manual.
- B. The head of the Facilities Management Department, 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 is not being utilized for a priority purpose; or
 - 2. the employee to whom the quarters were awarded violated the terms and conditions of this Manual and/or that he or she breached 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 completion of an appeal as set forth in Policy.
- C. After the Facility Management Department has completed the annual inspection of all quarters, the Department shall review all Inspection Report Forms and make such recommendations to the Principal as shall appear proper and necessary as a result of such review.

Section 18.03 Application for Quarters

No quarters award shall be made by the secretary of the Facilities Management Department except upon consideration and approval of a written application submitted to the secretary of the Facilities Management Department on a form approved by the Principal and set forth in Appendix A to this Section.

Section 18.04 Consideration of Applications for Quarters

The secretary of the Facilities Management Department shall consider written applications for quarters as above provided and, in addition, may require the presence of the employee submitting the application before the secretary of the Facilities Management Department.

Section 18.05 Denial of Application for Quarters

Denial of an application for quarters shall be made and recorded in writing signed by the secretary of the Facilities Management Department. 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 secretary of the Facilities Management Department for not less than one year following the decision. A copy of the written decision shall be provided to the applicant.

Section 18.06 Administrative Review of Denial of Application

Any employee who has been denied an application for quarters may, within three (3) working days of receipt of the written decision of the denial file a grievance with the head of the Facilities Management Department using the forms attached to Policy 7.02, Grievances, herein. The grievance shall be filed with the head of the Facilities Management Department within the timelines set forth in Policy 7.02. Any subsequent appeal shall go to the Principal for review on the record. The Principal's decision shall be final.

Section 18.07 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 responsible employee in Facility Management so that the School shall have the benefit of immediate response to any facility problem. The reserved quarters unit shall be designated for use by an employee in Facility Management who also is responsible for and trained in firefighting and prevention.
- B. Of the quarters units remaining unoccupied, preference shall first be given to the following executive officers:
 - 1. Principal
 - 2. Business Manager
 - 3. Certified Staff
- C. Of the quarters units remaining unoccupied, preference shall then be given to professional teaching staff, then to other administrative staff, as their need may be demonstrated.
- 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.
- E. Non-priority assignments of quarters shall commence on the effective date of the assignment and shall continue to and until the first day of the following July. Thereafter, such assignment shall continue to the following first day of July, absent further action by either the employee or the Facilities Management Department unless:

1. The head of Facilities Management Department determines that the non-priority assignment must be terminated in order to provide for the priority needs of the School; and
 2. The head of Facilities Management Department notifies the employee on or before the first day of July that the quarters assignment must be terminated in order to provide for the priority needs of the School.
- F. No priority hereby established shall prejudice any rights to quarters previously awarded, but shall be applied only to future awards of quarters.
- G. The department Supervisor or the Principal may, if they deem it to be appropriate and in the best interest of the School, suggest to the head of Facilities Management Department such benefits or detriments as may occur if the employee were to be awarded such quarters as has been requested.

Section 18.08 Determination of Priority Needs

- A. On or before the first working day of July in each year, the Principal shall notify the secretary of the Facilities Management Department 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 July in each year, the Principal shall notify the secretary of the Facilities Management Department 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 secretary of the Facilities Management Department shall thereafter, as soon as practicable, 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 head of the Facilities Management Department determines that the priority needs for quarters requires that an award or awards of non-priority quarters be terminated in order to provide for priority needs, then the secretary of the Facilities Management Department 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 remain available and unoccupied, the secretary of the Facilities Management Department 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 or the quarters unit would otherwise be unoccupied and unproductive for revenue for the School.

Section 18.09 Execution and Delivery of Documents

Upon an award of quarters by the secretary of the Facilities Management Department, the person to whom the award was made shall execute and deliver to the Business Office, with a copy to the Office of the Principal, the following:

- A. An executed Quarters Assignment Agreement substantially in the form provided as Appendix B to this Section or a Residential Rental Agreement substantially in the form provided as Appendix C to this Section.
- B. If the person to whom an award is made is an employee, they must complete and sign a Rental Rate and Payroll Deduction Agreement substantially in the form as provided in Appendix E to this Section prior to being allowed into the quarters and prior to beginning their tenancy. If a person awarded quarters is not an employee, they must arrange and have in place an automatic payment procedure with their bank or employer. This shall be done prior to the tenant being allowed into the quarters and prior to beginning tenancy.

Section 18.10 Inspection and Repair by Facility Management

Prior to occupancy of the awarded quarters unit, Facility Management staff shall inspect the quarters and complete a Quarters Inspection Form substantially in the form provided as Appendix F to this Section. All deficiencies found in the quarters unit shall be remedied by Facility Management.

Section 18.11 Conditions of Award and Tenancy

All quarters awarded subject to the terms of this Manual and all quarters previously awarded, to the extent that the terms of this Section are not inconsistent with the duly executed Quarters Assignment Agreement or Rental Agreement which previously awarded the 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 Facilities Management Department. Violation of the terms and conditions of Quarters Assignment Agreements or Rental Agreements previously executed shall also constitute grounds for the termination of the quarters assignment or rental rights set forth in those agreements. **THESE RULES AND CONDITIONS WILL BE STRICTLY ENFORCED.**

- 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, contained and removed from the quarters and surrounding property.
- C. No livestock shall be kept on or in the assigned quarters and surrounding property. Household pets in a number and 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.)
- D. 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.

- E. The employee to whom the quarters are awarded shall be responsible for and shall notify Facility Management of all maintenance needs with regard to the quarters.
- F. 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 Principal. No alterations, improvements or additions so made to the quarters shall be removed without the prior written permission of the Principal.
- G. 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.
- H. The hauling of water taken from any quarters by or for a non-tenant shall not be permitted.
- I. The employee to whom the quarters is awarded, 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.
- J. No illegal activity shall be conducted or maintained in or about the quarters assigned.
- K. 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.
- L. No inoperable vehicles, vehicle parts, trailers, machinery or other such unsightly materials shall be stored or placed on the premises. Two (2) weeks after notification, these items will be removed at the tenant's expense. Said expense shall be charged and payable with the next month's rent.
- M. 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.
- N. Tenants shall ensure that play and recreational areas, including, but not limited to, basketball, volleyball, goals, etc., be established away from roads and/or other potential hazards.

Section 18.12 Complaints and Reported Violations

All complaints concerning a violation of the terms of this Manual shall be made to the secretary of the Facilities Management Department in writing, dated and signed by the person making the complaint.

Section 18.13 Appeals

Appeals of any actions or issues related to quarters shall be initiated and conducted as set forth in Policy 18. In exigent circumstances, action may be taken by the Principal immediately, with any appeals' procedures taking place as soon as reasonably possible thereafter.

Section 18.14 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 Quarters Assignment Agreement or Residential Rental Agreement.
- B. The expiration 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. A finding by the head of the Facilities Management Department that cause exists and termination is found to be the appropriate remedy.
- D. The determination by the head of the Facilities Management Department Housing Committee that the priority needs of the School require the termination of a non-priority assignment of quarters.

Section 18.15 Procedure Upon Expiration of Tenancy

- A. The employee to whom the quarters were awarded shall, upon expiration of the tenancy, notify Facility Management of the intended date of expiration or the date upon which the quarters are to be vacated.
- B. The quarters to be vacated 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.
- C. Upon the completion of the inspection, a Quarters Inspection Form must be completed by the inspecting authority from Facility Management. A copy of such 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 the Facility Management representative.
- D. 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 the expiring occupancy.
 - 2. That the quarters are in a clean, 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 Facility Management.

- E. 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 quarters and surrounding property.
 - 4. That all keys to the quarters have not been returned to Facility Management.
- F. 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.
- G. 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 Principal 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.
- H. The head of the Facilities Management Department 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 set forth in the Quarters Inspection Form. When all deficiencies are thereafter resolved and their resolution accomplished, the head of the Facilities Management Department shall so indicate on the Quarters Inspection Form, a copy of which shall then be delivered to the Business Office.

Section 18.16 Other Duties of Facility Management

- A. A designated representative of Facility Management shall conduct an annual inspection of all quarters. An Inspection Report Form shall be completed as a part of each inspection. 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, the Principal, and the occupant.
- 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 occupant 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 occupant shall be given a copy of this report form when completed.

- 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 the 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. 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 Facilities Manager shall assure that all income from quarters rentals shall be used for the direct benefit of all quarters. The Facilities Manager shall, on or before the first day of May in each year, provide the Principal and Business Manager with an annual report of all income and expenditures of quarters rentals income and shall consult with the Principal on any intended expenditure in excess of \$5,000.00 from said funds.
- 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 Manager, in consultation with the Principal 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 Principal for his or her final review. If approved by the Principal, 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 TRS 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 Principal. 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.

ARTICLE XIX. COMMUNITY / PUBLIC RELATIONS

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. School documents and records may only be provided pursuant to this procedure and upon completion of the School Request for Records Form.

A requesting party may appeal the denial of a Records Request to the Principal. An appeal must be in writing, stating the specific reasons why the record should be released and why the cited authority is inapplicable and must be filed and received in the Office of the Principal within ten (10) business days of the denial. The Principal shall issue his/her decision on the appeal ten (10) business days or less from receipt of the appeal. The decision of the Principal is final unless reversed by the White Mountain Apache Tribal Court. 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 Principal or Designee shall resolve all conflicts between Policy 3.06 and this policy.

Section 19.01 Community and Parent Involvement in Community School

- A. Local community involvement and control of Theodore Roosevelt School shall primarily be accomplished through the local elections of school board members. The school board members shall be the legitimate voice of the local community as authorized and set forth in the White Mountain Apache Tribal Code.
- B. Parental involvement shall be “encouraged” and welcomed primarily through the parent teacher organization. A copy of the organizational document for the school’s parent teacher organization is attached hereto. All parents are encouraged and invited to become members of the parent teacher organization 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 board.

Section 19.02 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 school Principal. 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 Principal. 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 Principal 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 Principal shall set forth the resolution in writing and provide copies to the teacher involved and the parent.
 2. If the Principal is unable to resolve the concern within ten (10) business days, the Principal shall refer the complaint to the Principal or the Principal's designee with a copy of the Principal's written report attached thereto.
 3. The Principal or his/her designee will attempt to resolve the complaint within the next ten (10) business days. If the Principal requires time in which to investigate the matter, the Principal will so inform the parent and note the expected response time. The Principal shall resolve the complaint in writing and provide copies of the Principal's resolution to the parent and the staff at issue in the complaint.
 4. After receiving the Principal's resolution of the matter, the parent may ask that the matter be placed on the school board agenda. The school 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 board will consider the complaint. Due process rights of employees will be observed.
- D. Parent concerns with the treatment of their children and the school's residential facilities shall first be presented with the residential staff person or persons involved in the issue. If a mutually agreeable resolution of the concern or plan for treating the concern is not attained within ten (10) business days, then the parent may file a written complaint on the form attached hereto to the Dorm Manager. The complaint must be in writing and fully explain the complaint and all relevant details. The complaint should be filed as soon as possible after the impasse between the staff persons and the parent. The staff persons involved shall provide the form to the parent and inform the parent of the process. The staff persons involved will be allowed to participate at each level of attempted resolution of the complaint.
1. The Dorm Manager shall attempt to resolve the complaint within ten (10) business days of receiving the complaint. If the complaint is resolved, the Dorm Manager shall set forth the resolution in writing and provide copies to the staff persons involved and the parent.
 2. If the Dorm Manager is unable to resolve within the ten (10) days, the Dorm Manager shall refer the complaint to the Principal or the Principal's designee along with the Dorm Manager's written report.
 3. The Principal will attempt to resolve the complaint within the next ten (10) business days. If the Principal requires time in which to investigate the matter, the Principal will so inform the parent and note the expected response time.
 4. The Principal shall resolve the complaint in writing and provide copies of the Principal's resolution to the parent and the staff persons at issue in the complaint.

5. If after receiving the resolution of the Principal the parents so desire, they may ask that the matter be placed on the school board's next agenda. The school board will decide if and how to review the complaint. The parent will be advised of the date of the meeting at which the school board will consider the complaint. Due process rights of employees will be observed.
- E. 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 within the ten (10) day, then the department supervisor shall refer the complaint to the Principal or the Principal's designee along with the department supervisor's written report.
 3. The Principal will attempt to resolve the complaint within the next ten (10) business days. If the Principal requires time in which to investigate the matter, the Principal will so inform the Complainant and note the expected response time.
 4. The Principal shall resolve the complaint in writing and provide copies of the Principal's resolution to the Complainant and staff persons at issue.
 5. After receiving the Principal's resolution, the Complainant may ask that the matter be placed on the next school board agenda. The school 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 board will consider the complaint. Due process rights of employees will be observed.
- F. 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 Principal. 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 Principal or the Principal's designee along with the department supervisor's written report. The Principal will attempt to resolve the complaint in the next ten (10) business days. Should the Principal require time to investigate the matter, the Principal will so inform the Complainant and note the expected writer response time.

2. The Principal shall resolve the concern in writing and provide copies of the resolution to the Complainant and relevant staff members.
 3. Upon receiving the Principal's resolution, the Complainant, if they so desire, may ask that the matter be placed on the next school board agenda. The school 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 board in all of the above matters is final.
- G. Complaints made directly to the school board will be referred to the administration with the direction to follow the procedures set forth herein.
- H. The board as a whole, or individual board members, shall refuse to hear or act on complaints that have not been processed through the procedures set forth herein.

Section 19.03 Communicating With and Informing the Public

- A. All school personnel are responsible for good public relation; however, the Principal is responsible for informing the public and communicating with the public on school matters. Questions relating to school matters should be referred to the Principal 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 19.04 Media Relations.

- A. All communication with the news media regarding school matters shall be done by the Principal or the Principal'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 19.05 Public Conduct on School Property.

- A. Parents and members of the public shall comply with all standards of behavior set forth in the Theodore Roosevelt 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 Theodore Roosevelt 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 19.06 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.

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, White Mountain Apache Tribe 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 White Mountain Apache Tribal 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, White Mountain Apache Tribe and/or Township.
2. Standards.
 - a. The School, its contractors and their subcontractors will use School procurement procedures which reflect applicable federal, White Mountain Apache Tribe 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 White Mountain Apache Tribe 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 Board for its consideration. The party disputing or protesting the procurement may submit a written statement to the School Board at that time for its consideration. A decision of the School 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 White Mountain Apache Tribe or local law shall be under the jurisdiction of the White Mountain Apache Tribe 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.

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 Principal 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, White Mountain Apache Tribe 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 (White Mountain Apache Tribe and Township preferences probably acceptable)
- 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 (White Mountain Apache Tribe 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 need 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 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

Section 20.03 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 25 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 Principal, 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 20.04 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 is required, they should be utilized and provided to err, if at all, on the side of compliance.

Section 20.05 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.

ARTICLE XXI. FOOD SERVICE

Section 21.01 Purpose. Theodore Roosevelt 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 residential program reimbursements received from the USDA and items budgeted under the residential 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 of 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. WELLNESS POLICY

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment should promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. Theodore Roosevelt School (TRS) encourages the involvement of students, parents, School employees and other interested persons in implementing, monitoring, and reviewing TRS nutrition and physical activity policies.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in K- 8 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. All students will have access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students. Nutrition staff will make every effort to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning. Students will be provided adequate time to eat in a clean, safe, and pleasant setting.

III. GUIDELINES

A. Foods and Beverages

Students' lifelong eating habits are influenced by the types of food and beverages available to them. Schools have a responsibility to help students establish and maintain lifelong healthy eating patterns

- 1. All foods and beverages made available on campus will be consistent with the current USDA Dietary Guidelines for Americans.
- 2. Foods and beverages sold individually during the school day (i.e. foods sold outside reimbursable school meals, such as vending machines, a la carte, school stores, etc) will meet the following guidelines:
 - Have no more than 9 grams of fat per serving (excluding entrees, nuts, seeds, peanut butter and other nut butters)
 - Contain 15 grams or less of sugar per serving excluding sugars occurring naturally in fruit vegetables and dairy products
 - Milk must be 1 % or fat free

- Juices must contain 50% or more real fruit or vegetable juice.
3. School Nutrition personnel will take every measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local laws and guidelines.
 4. School Nutrition personnel shall adhere to all federal, state, and local food safety and security guidelines.
 5. TRS shall make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
 6. TRS shall provide students access to hand washing or hand sanitizing before they eat meals or snacks.
 7. TRS shall make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
 8. TRS shall discourage tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.
 9. TRS shall encourage school sponsored events and programs held outside of the school day to be supportive of the Wellness policy and guidelines. This will also be encouraged with any fundraising activities. The school nutrition director is available to provide information related to the food and beverage guidelines.
 10. Beverage vending machines will not be available at any elementary school. Beverage vending machines at the middle school will be available to students as permitted by applicable state and federal laws regarding hours of operation. Any vending products available during the school day shall meet the nutritional guidelines set forth in this policy. Products will be priced to encourage students to select healthy choices. When possible, beverage machines without clear glass fronts shall have generic exteriors approved by TRS. TRS employee lounges may be exempt from this requirement.
 11. Food vending machines will offer only those choices that meet the guidelines as set in the policy.
 12. Food and beverage providers should offer modest portion sizes age- appropriate for elementary and middle school students respectively.

B. School Nutrition Program/Personnel

1. TRS shall provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.
2. TRS shall designate an appropriate person to be responsible for TRS's nutrition program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.
3. As part of TRS's responsibility to operate a school nutrition program, TRS shall provide continuing professional development for all school nutrition personnel in schools.

C. Nutrition Education and Promotion

The primary goal of nutrition education is to positively influence students eating behaviors.

1. TRS shall ensure that students in K through grade 8 receive nutrition education that provides the knowledge they need to adopt healthy lifestyles. Nutrition education should include instruction that helps students learn more about the importance of various food groups; caloric, sugar and fat intake; healthy cooking methods; recognition of the role media play in marketing and advertising foods and beverages; and the relationship of a balanced diet and regular exercise to a healthy lifestyle.
2. TRS shall encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte lines, vending machines, fundraising events, concession stands, and student stores.
3. TRS shall be discouraged from using food or beverages as reward or punishment for academic performance or good behavior. Individual Education Plans (IEP) or 504 plans will be exempt from this requirement.
4. TRS shall provide educational information and encourage healthy eating and physical activity for families. Family members should be engaged as a critical part of the team responsible for teaching children about health and nutrition.
5. Nutrition concepts should be reinforced by all TRS personnel.

D. Physical Activity

The primary goal for a school's physical activity component is to provide opportunities for every student to: develop the knowledge and skills for specific physical activities; maintain physical fitness; regularly participate in physical activity; and understand the short and long term benefits of a physically active lifestyle.

1. Students in kindergarten through grade 8 will receive scheduled, developmentally appropriate physical education.
2. Physical education shall be designed to build interest and proficiency in the skills, knowledge and attitudes essential to a lifelong physically active lifestyle. It shall include providing information, fostering a positive atmosphere, encouraging self-discipline, developing motor skills, and promoting activities that can be carried over the course of students' lives.
3. Students shall be encouraged to participate in physical activities outside of the school day.
4. The importance of physical activity shall be reinforced by all TRS personnel

E. Communications with Parents

It is important that students receive consistent messages throughout school, home, community and media regarding good nutrition and healthy lifestyles.

1. TRS recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being. TRS shall support this role and provide educational materials that will assist families in making healthy choices related to nutrition and physical activity.

2. TRS shall support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. TRS shall encourage parents to pack healthy lunches, snacks, treats and beverages. Parents will be provided with information that will offer suggestions for healthy snacks and lunches.
4. TRS shall provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school. TRS shall be encouraged to offer physical activities for both parents and children.
5. The wellness policy will be made available at each school building.

IV. IMPLEMENTATION AND MONITORING

- A. After approval by the school board, the wellness policy will be implemented throughout TRS and reviewed annually.
- B. The Principal or designee will ensure compliance with the wellness policy and will provide a report of TRS's compliance with the policy to the school board as requested.

Legal References: 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
 P.L. 108-265 (2004) § 204 (Local Wellness Policy)
 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
 7 C.F.R. § 210.10 (School Lunch Program Regulations)
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)

ARTICLE XXIII. PARENT ADVISORY COMMITTEE POLICIES

Section 23.01 Mission Statement.

The Theodore Roosevelt School Parent Advisory Committee (hereinafter “PAC”) adopts the Mission and Philosophy Statement of the Theodore Roosevelt School (hereinafter “TRS” or the “School”) as set forth in the TRS Policies and Procedures Manual and as set forth below. The PAC pledges to promote, support and act in compliance with said Mission and Philosophy Statement.

The Theodore Roosevelt School Board (hereinafter the “Board”) adopts and proclaims the following mission and philosophy statement and shall act in conformance with said statement:

The Mission and Philosophy of Theodore Roosevelt School (hereinafter the “School”) is based upon the Traditional Diné Cultural approaches to Child Rearing. The School is designed and built to reflect the Diné holistic direction of a Home. We strive to guide a child to proper Emotional, Social, Physical and Spiritual Development through extensive Diné Culture and Language programs.

Our students have achieved very well academically, socially and spiritually. This is shown by higher academic scores and a reduction in negative student behavior and drug/alcohol involvement. Our program has been recognized as a Model Program for Residential Community Controlled Schools. In addition, the Office of Indian Education Programs in Washington, D.C. recently reviewed our program and said it was an effective one.

The Diné Cultural approach to Child Development has been given to us by the Holy People and has been proven to be a very effective way of proper child development through many generations. As we approach the New Millennium, our children are faced with many problems: social, emotional, mental and spiritual. They can be overwhelming and cause them to fail in life. We have tried many ways to circumvent these problems with our youth. Many have not worked.

Our only alternative is to return to our proven Diné traditions, and that is the heart and soul of our program at TRS. We continue to raise the achievement standards for our students, staff, and parents. We hope that, with the support of our Community and Parents, our students will become lifelong achievers.

Section 23.02 PAC Additional Mission Statement.

It shall be a further purpose and mission of the PAC to:

- a. Support and speak on behalf of children and youth in the TRS Kindergarten, in the community and before governmental bodies and other organizations that make decisions affecting children.
- b. Support, promote and speak on behalf of TRS in the community and before governmental bodies and other organizations that make decisions affecting TRS.
- 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 TRS.

Section 23.03 Understanding Roles of Different Groups at TRS.

- a. There are different groups and entities at TRS. Each group has a specific role to play. Each interrelated group must know and operate within its parameters. The PAC is one of these groups. It is important that the PAC know and acknowledge these different groups, their duties and their parameters, including their authority. This knowledge and acknowledgement will allow the PAC to best fulfill its role.

The purpose of TRS and each group **is the children**. The children served by TRS must remain the focus of each of these interrelated groups. All employees, officials and community members involved in the mission of TRS 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 Board. The School Board (hereinafter "Board") is the entity authorized by White Mountain Apache Tribal law to act on behalf of TRS. Only the Board may take lawful action that is binding upon TRS.

The Board may only take such action as a group by motion/resolution duly moved, seconded and voted on at public meetings. The Board may not act otherwise. Board members are not authorized to act individually on behalf of TRS or outside of a public meeting unless specifically authorized to do so by a vote of the Board in a public meeting.

White Mountain Apache Tribal law mandates local control of community schools through the local election of School Board members. The School 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 the chapter, but it does mean operation of the School through the actions of locally elected School Board members who are accountable to local communities through the election process.

The School 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 PAC, is derived from a grant of limited authority from the School Board. The 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 Board and attend to the day-to-day operation of the School. The Principal is the chief operating officer of the School and is responsible for this administrative function. The Principal's authority arises from a grant of limited authority from the School Board to accomplish those administrative duties. The Principal reports to and is controlled by the School 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 Principal in carrying out their tasks. The Board has given the Principal limited authority to organize and supervise the staff.

- e. PAC and Other Similar Groups or Entities. The PAC is also an arm of the School authorized by the School Board. The PAC does not have an independent source of authority. The purpose of the PAC is to provide support to the School in accomplishing the School mission and act in an advisory capacity on specific School matters. The PAC is part of the School team. The PAC is not authorized to operate the School or dictate how the School should operate.

The Board has authorized the PAC to serve in the above functions and to assist in providing a larger perspective on School matters. It is hoped that the PAC will provide a positive communication link to and from the community. The PAC 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 Board directives.

Section 23.04 Membership.

- a. Membership in the PAC is open to mothers, fathers and legal guardians of Kindergarten students. Members may attend PAC 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 PAC or two (2) other meetings of the PAC to qualify to be voting members.
 - (ii) Voting members must fill out the membership form.
 - (iii) Voting members must sign the PAC Voting Member Pledge.
 - (iv) The PAC 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 PAC matters.
- c. Non-voting members may attend PAC 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 PAC 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 PAC or TRS, or at variance with the PAC and/or the TRS 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 PAC meetings or activities for the remainder of the school year.

- e. Non-members may attend PAC meetings; however, they may not participate in the meeting, nor may they vote.

Section 23.05 Officers.

- a. Identity of Officers. The PAC 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 PAC at the beginning of each new academic year. The term of office for each officer shall be one (1) year. The Principal, 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 Board. Officers shall be appointed and installed by the Board at the next following Board meeting after elections. Officers shall assume office at such time as they are officially appointed by the Board, accept the office and are sworn in. Employees or School Board members of TRS are not allowed to be officers of the PAC.
- c. Duties of Officers.
 - (i) President. The president shall preside at all meetings of the PAC and Executive 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 PAC meetings. The president is also designated as the official spokesperson for the PAC. 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 PAC. The secretary shall be responsible for recording PAC meetings and preparing Minutes of the PAC 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 PAC. 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 TRS policies and procedures.
 - (v) All Officers. The above-described officers also constitute the Executive Board of the PAC. The Executive Board of the PAC is responsible for conducting the affairs of the PAC between regularly scheduled meetings and carrying out resolutions and official directives flowing from PAC meetings. The officers of the PAC shall also serve in said official capacities on the Executive Board. Should vacancies appear in an office and/or on the Executive Board, the Executive Board shall recommend a replacement or names of possible replacements to the

School Board. The School Board shall appoint and install a replacement officer should a vacancy occur.

d. Meetings.

- (i) Regular PAC meetings shall be held on the first Monday of each month at 6:30 p.m. at TRS.
- (ii) Special meetings may be called by the School Board, the PAC president or by three (3) of the Executive Board members.
- (iii) A schedule of the regularly scheduled meetings shall be posted at the School and all chapter houses served by TRS.
- (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 TRS's administration building and all chapter houses.
- (v) The president shall be responsible for setting an agenda forty-eight (48) hours in advance of any PAC 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 TRS and all chapter houses served by TRS.
- (vi) The PAC shall comply with the open meeting law set forth at 10 NNC 106(c).
- (vii) All action by the PAC 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 PAC 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 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 PAC. The presiding officer is authorized to take such reasonable measures to accomplish the foregoing.
- (xi) The Kindergarten academic director and all Kindergarten teachers are required to attend each PAC meeting. Any excuses must be approved in writing by the Principal and appropriate substitutes shall attend.

Section 23.06 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 PAC 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 PAC should review the current TRS Policies and Procedures Manual or sections thereof and comment and provide their written comments to the School Board.
- d. Identify and participate in School activities. By the fourth meeting of the school year, the PAC shall provide the Principal with a proposed list of activities for the upcoming school year and a narrative of expected PAC involvement in each activity. This shall be submitted at the next following School Board meeting for School Board review, modification, if necessary, and approval.
- e. All proposed activities of the PAC shall be submitted to the Board for review and approval.
- f. The PAC 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 23.07 Amendments

These policies and procedures for organization and operation may only be amended pursuant to a recommendation of the PAC adopted by a two-thirds (2/3) vote of all voting members registered and eligible to vote. The Board shall then consider the recommendation and accept, modify or reject the amendment. The Board may also amend these policies and procedures on its own motion.

Section 23.08 Procedure for PAC Concerns

- a. PAC concerns not covered above shall be submitted to the Principal on the Complaint Form attached hereto. The Principal shall attempt to resolve the complaint with the PAC Executive Board within ten (10) working days of receiving the complaint. Should the Principal require additional time in which to investigate or research the issue, the Principal shall so inform the PAC Executive Board and provide them with a reasonable time for a response. If the Principal is able to resolve the complaint to the satisfaction of the PAC Executive Board, then the Principal shall set forth the resolution in writing and provide a copy to the PAC Executive Board and a copy to the School Board to be presented under reports at the next School Board meeting.
- b. Should the Principal not be able to resolve the complaint as set forth above, the Principal shall notify the PAC Executive Board of the Principal's final decision on the matter and provide that decision to the PAC Executive Board in writing. At that time, the Principal shall inform the PAC Executive Board that they may, within ten (10) working days of receipt of the Principal's written resolution, request that the matter be put on the next School Board agenda for the School Board's consideration. If the PAC

Executive Board requests that its complaint be placed on the School Board agenda, the PAC Executive Board shall be notified of the date and time of the next following School Board meeting where the matter will be presented to the School Board for its consideration. The School Board's decision on the matter shall be final.



Theodore Roosevelt School

Warriors

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Employee Acknowledgment Form

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

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

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

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (TYPED OR PRINTED)



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APPENDIX II-B 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: _____



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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 Theodore Roosevelt School Board (hereinafter "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
TEN (10) 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 Theodore Roosevelt School Business Technician on or before _____.
[Month, Day and Year]

If the School does not receive your written acceptance of the contract offered by _____, the School, at its discretion may withdraw the offer without notice.

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 Business Technician.

Signature

Date



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APPENDIX IV A SCHOOL CREDIT CARD ACKNOWLEDGEMENT AND AUTHORIZATION FORM

I, _____, as evidenced by my signature below, have read Theodore Roosevelt 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



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Appendix X-A

THEODORE ROOSEVELT SCHOOL

Student Athlete Contract

Program

It is a privilege and honor to represent Theodore Roosevelt School in a team event. Athletics can be an important part of my education, but only if I maintain good grades and standards of conduct. I agree to comply with the following conditions in order to participate in a TRS Athletic Program.

1. **Academics.** I attend TRS to get a good education. As a student athlete I will strive for academic excellence. I may participate in sports only if I am doing well in my coursework. I understand I may ask to be excused from sports practice or events if necessary for academic help. I also understand the following conditions are mandatory for my participation in sports:
 - Maintain a grade of C or better in all classes. I will be unable to participate with the team in practice or games at any time my current grade in any class is below a C.
 - Arrive on time and attend school. If I am late for school or do not attend school on the day of or the day before a sports event, I will be ineligible to participate in the event.
2. **Conduct.** At all times I will conduct myself with dignity and will respect the dignity of others. I understand I will be ineligible for participation in sports for the school year if I do any of the following at any time during the school year, whether on or off school property:
 - Possession or use of alcohol, illegal drugs.
 - Possession or use of any tobacco product (disqualification for season only).
 - Bullying, harassing or assault of any person.
 - Theft or destruction of property.
3. **Team Rules.** As a member of a TRS sports team, I will abide by the team rules from my coach. In addition, I will abide by the general team rules listed below. I understand if I violate any of these rules I may be suspended or removed from the team and face penalties prescribed by the TRS Student Handbook.
 - I will have a current physical on file with the school before tryouts.
 - I will exhibit good sportsmanship on and off the field.
 - I will not use profanity or vulgar or obscene language or gestures.
 - I will abide by all school regulations and policies.
 - I will comply and cooperate with instructions from coaches and staff.
 - I will be on time for team practices and events.
 - I will return all equipment and uniforms when requested or pay the cost of replacement.

I have read this Student Athletic Contract. I understand and agree to the terms it contains.

Student printed name

Signature

Date

As the parent/guardian, I have read my child’s Student Athletic Contract. I understand the terms it contains, and I agree to help my child to maintain these standards.

Parent/guardian printed name

Signature

Date



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APPENDIX VI-A

DRUG-FREE WORKPLACE

NOTICE TO EMPLOYEES

THEODORE ROOSEVELT 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 _____



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APPENDIX VI-B

GRIEVANCE FORMS

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE

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

GRIEVANT _____ DATE THE GRIEVED MATTER OCCURRED
OR AROSE _____

IMMEDIATE DEPARTMENT
SUPERVISOR _____ DIRECTOR _____

JOB TITLE _____ POLICY NUMBER(S)
AT ISSUE: _____

- 1) **STATEMENT OF GRIEVANCE** (Specify the actions, matters or issues grieved and all relevant facts; i.e., dates, times, places, persons involved, statements and witnesses. Describe incidents, give relevant background and explain any attempts to resolve the grievance.)**

- 2) **ACTION REQUESTED:**

Signature of Grievant _____

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

DECISION OF IMMEDIATE SUPERVISOR

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

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

DEPARTMENT DIRECTOR _____

ADDITIONAL FACTS _____

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFOR:

Date of Decision _____

_____ (Signature of Immediate Supervisor)

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

☐ I accept the above decision of the immediate supervisor.

☐ I hereby refer the above decision to the Department Director with reasons detailing nonacceptance at Level I and any relief sought (Level II).

Date of Response _____

_____ (Signature of Grievant)

REFERRAL TO DEPARTMENT DIRECTOR

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

GRIEVANT _____

DATE OF FORMAL PRESENTATION _____

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

☐ The attached grievance is hereby referred to the Department Director.

Date of Referral _____ (Signature of Grievant)

DECISION OF DEPARTMENT DIRECTOR

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

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

IMMEDIATE SUPERVISOR

ADDITIONAL FACTS

DECISION OF DEPARTMENT DIRECTOR AND REASONS THEREFOR:

Date of Decision _____
(Signature of Department Director)

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

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

Date of Response _____
(Signature of Grievant)

DECISION OF SCHOOL ADMINISTRATOR

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

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

DATE APPEAL RECEIVED BY SCHOOL ADMINISTRATOR _____

DECISION OF SCHOOL ADMINISTRATOR AND REASONS THEREFOR:

Date of Decision _____

(Signature of Principal)

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

- ☐ I accept the above decision of the Principal.
- ☐ I hereby appeal to the Governing Board for a review of this grievance (Level IV).

Date of Response _____

(Signature of Grievant)

REVIEW BY GOVERNING BOARD

GRIEVANT _____

DATE OF FORMAL GRIEVANCE PRESENTATION _____

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

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

Date of Referral to Board _____

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

DATE APPEAL RECEIVED BY GOVERNING BOARD _____

DECISION OF GOVERNING BOARD AND REASONS THEREFOR:

Date of Decision _____
(Signature of Board President)



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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 Information System/Internet and Social Use Policy. 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* _____



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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 Principal _____

Administrator's Signature _____ Date _____

() Parents are to sign and return to principal when checked.

(Parent's Signature) _____

(Please write any comments on back)



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Appendix XI-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)



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Appendix XI-B THEODORE ROOSEVELT SCHOOL USE OF COMPUTERS, THE INTERNET AND ELECTRONIC MAIL AGREEMENT AND PERMISSION FORM

Theodore Roosevelt 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. Network Administrators 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 Network Administrator. 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 Network Administrator or their teacher immediately.

Rules for usage

The rules and guidelines to follow to prevent the loss of network privileges and/or disciplinary action are spelled out in the Electronic Information System/Internet and Social Use Policy. Those rules and guidelines include the following general rules for usage:

- 1. Do not use a computer to harm or bully 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 (the Electronic Information System/Internet and Social Use 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 Internet Policy or these rules for usage.*
- 13. BE PREPARED to be held accountable for your actions and for the loss of privileges and disciplinary action if the terms of the Internet Policy or these rules for usage are violated.*

USER 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 Information System/Internet and Social Use Policy and these rules for usage 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 _____

Network Administrator's signature _____

Date _____



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Appendix XIX - C

RESIDENTIAL RENTAL AGREEMENT

This Residential Rental Agreement ("Agreement") is made and entered into by and between the Theodore Roosevelt School ("Landlord" or "TRS"), a Bureau of Indian Education Tribally Controlled Grant School, and the undersigned tenant ("Tenant") as of the effective date listed below.

Tenant Name: _____

Tenant Position at TRS: _____

Address of Rental Unit: _____

Phone/Email: _____

1. Term of Tenancy

This tenancy shall commence on _____ and shall:

☐ Continue on a month-to-month basis

☐ Be for a fixed term ending on _____

2. Rent and Payment Terms

Tenant agrees to pay monthly rent of \$ _____. Rent shall be due on the first day of each month. Late payments shall be subject to a late fee of \$ _____ if received after the _____ day of the month.

3. Security Deposit

Tenant shall pay a refundable security deposit of \$ _____ due prior to move-in. The security deposit will be held to cover damages beyond normal wear and tear, unpaid rent, and other costs as permitted by TRS policy.

4. Utilities and Services

Tenant is responsible for the following utilities:

☐ Electricity

☐ Gas

☐ Water

☐ Trash

☐ Internet

TRS will provide maintenance and emergency repair services as outlined in its Housing Policy Manual.

5. Use and Occupancy

The rental unit shall be used exclusively as a private residence for the Tenant and the following occupants:

_____.
No other individuals may reside in the unit without prior written permission from TRS Administration.

6. Condition of Premises

Tenant acknowledges receipt of the quarters in good condition and agrees to maintain cleanliness and report any damage or maintenance needs promptly.

7. Termination of Agreement

Either party may terminate this Agreement with 30 days written notice. Immediate termination may occur for violations of this Agreement or TRS Housing Policy.

8. Jurisdiction

Any disputes shall be resolved in accordance with the laws and jurisdiction of the White Mountain Apache Tribe.

9. Signatures

Tenant Signature: _____

Date: _____

TRS Authorized Official:

Date: _____



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

Appendix XIX - D

MISCELLANEOUS SERVICES AGREEMENT AND PAYMENT PLAN

This Agreement is made between the Theodore Roosevelt School ("School" or "TRS"), a Tribally Controlled Grant School operating under the authority of the Bureau of Indian Education (BIE) and the White Mountain Apache Tribe, and:

Name of Service Provider: _____

Address: _____

Phone/Email: _____

Federal Tax ID or SSN: _____

1. Scope of Services

The Service Provider agrees to perform the following service(s) for TRS:

(Specify the exact service(s) to be rendered – e.g., professional training, equipment installation, repair services, etc.)

All services shall be performed in a professional, timely, and competent manner consistent with industry standards and any applicable tribal, federal, or local laws.

2. Period of Performance

Start Date: _____

End Date: _____

3. Payment Terms

TRS agrees to compensate the Service Provider upon satisfactory completion of services or according to the following schedule:

Description of Service	Date(s) of Service	Amount Due	Payment Due Date
------------------------	--------------------	------------	------------------

Total Not to Exceed: \$ _____

Payments will be processed after submission of an itemized invoice with a W-9 form on file and upon confirmation of services rendered by the authorized TRS personnel.

4. Procurement Compliance and Authorization

This Agreement is issued in accordance with the TRS Procurement Policy and USFR standards. It may not be altered or amended without prior written approval from the TRS Principal or designee. All purchases over \$10,000 will require additional procurement documentation, and contracts over \$20,000 shall follow advertised procurement procedures unless exempted by emergency provisions under TRS Policy.

5. Status of the Service Provider

The Service Provider is an independent contractor and is not an employee, agent, or representative of TRS. The Service Provider shall be solely responsible for any applicable taxes, insurance, or benefits.

6. Confidentiality

The Service Provider agrees to maintain the confidentiality of all TRS student, staff, and operational information encountered while providing services, in accordance with TRS Policy and federal privacy laws (e.g., FERPA, HIPAA).

7. Tribal Jurisdiction

Any disputes arising from this Agreement shall be resolved under the laws and jurisdiction of the White Mountain Apache Tribal Court, and all administrative remedies outlined in the TRS Policies and Procedures Manual must be exhausted first.

8. Signatures

Service Provider Signature:

Signature / Date

TRS Principal or Authorized Official:

Signature / Date

TRS Business Office Authorization:

Signature / Date



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

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Appendix XIX - E

RENTAL RATE AND PAYROLL DEDUCTION AGREEMENT

This Rental Rate and Payroll Deduction Agreement ("Agreement") is entered into by and between the Theodore Roosevelt School ("TRS" or "Employer") and the undersigned employee ("Employee") regarding housing provided as part of the TRS staff housing program.

Employee Name: _____

Position: _____

Rental Property Address: _____

Phone/Email: _____

1. Monthly Rental Rate

The agreed-upon monthly rental rate for the residential unit is \$_____ per month. This rate includes the following services/utilities if applicable (check all that apply):

☐ Electricity

☐ Water

☐ Gas

☐ Trash Collection

☐ Internet

☐ Other: _____

2. Payroll Deduction Authorization

The Employee hereby authorizes TRS to deduct \$_____ from each paycheck to cover rental costs. This amount shall be withheld from each payroll check on a:

☐ Monthly basis

☐ Bi-weekly basis

☐ Other: _____

This deduction shall continue until the Employee terminates tenancy, resigns from employment, or provides written notice of a change approved by TRS administration.

3. Agreement to Terms

The Employee agrees to abide by all TRS Housing Policies, including but not limited to the Residential Rental Agreement and the Quarters Assignment Agreement. Any failure to meet financial obligations under this Agreement may result in disciplinary action or legal collection processes.

4. Jurisdiction

All disputes under this Agreement shall be subject to the jurisdiction of the White Mountain Apache Tribal Court, with all internal administrative remedies exhausted prior to litigation.

5. Signatures

Employee Signature:

Date: _____

TRS Payroll/Human Resources Official:

Date: _____

TRS Principal or Designee:

Date: _____



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(928) 338-4464 Fax (928) 338-1009

Appendix XIX - F QUARTERS INSPECTION FORM

This form is to be completed at the time of initial occupancy and final departure of TRS staff quarters. Both the employee and the inspecting TRS official must sign and date this form.

Employee Name: _____

Position: _____

Quarters Address: _____

Move-In Date: _____ Move-Out Date: _____

1. Inspection Checklist (✓ = Satisfactory / X = Needs Attention)

Item	Condition Upon Move-In	Condition Upon Move-Out
Walls/Ceiling		
Floors/Carpets		
Windows/Screens		
Doors/Locks		
Light Fixtures		
Plumbing Fixtures (sinks, toilets, showers)		
Kitchen Appliances (stove, fridge, etc.)		
Cabinets/Countertops		
Smoke/CO Detectors		
HVAC System		
Water Heater		
Exterior Condition		
Yard/Grounds		
Other (specify):		

2. Notes and Observations

3. Signatures

Employee Signature:

Date: _____

TRS Inspecting Official:

Date: _____



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

APPENDIX XVI - B

Notice of Directory Information

Theodore Roosevelt 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 Principal, 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 | ➤ Chapter affiliation |
| ➤ Name of parent(s) | ➤ Sex |
| ➤ Grade classification | |

If you have any questions, please give the Principal an opportunity to speak with you. You are welcome to call or visit at any time during regular business hours.



Theodore Roosevelt School

Warriors

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Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

APPENDIX XVI - C

CONSENT TO RELEASE OF INFORMATION

I hereby authorize Theodore Roosevelt 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:

Signature of parent/guardian of eligible student

Date of consent



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

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APPENDIX XVI - 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 Principal.
 - 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.



Theodore Roosevelt School

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APPENDIX XVIII-A AUTHORIZED DRIVER REQUEST

Name: _____

Address: _____

Position: _____

Driver's License No.: _____

Insurance Policy and Number: _____

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.

Date: _____

Employee

Supervisor



Theodore Roosevelt School

805 Apache Street
Fort Apache, AZ 85926
(928) 338-4464

Prospective employees will receive consideration without discrimination with the exception of those that fall under Navajo Preference and Indian Preference.

PERSONS COMPLETING THIS FORM SHOULD BEGIN WITH THE QUESTIONS BELOW AFTER CAREFULLY READING THE PRECEDING INSTRUCTIONS.

I have read the preceding instructions and I understand that if I withhold, misrepresent, or falsify information on this form, I am subject to the penalties for inaccurate or false statement (identified in the instructions), denial or revocation of access, and/or removal and/or debarment for employment ☐ **Yes** ☐ **No**

REQUIRED DOCUMENTS:

- ☐ Completed & Signed Child Care Employment Application
- ☐ Resume
- ☐ Letter of Interest
- ☐ Three (3) Letters of Recommendation (Current-within past 6 months)
- ☐ Unofficial Academic Transcripts (*High School/GED/College*) (**NOTE: Official transcript(s) will be required upon hire**)
- ☐ Certifications/Licenses

TO BE CONSIDERED, all required document must be attached upon submittal by the closing date of each vacancy applying.

Notice to Applicant: The Crime Control Act of 1990, PL 101-647 (codified in 42 United States Code § 13041) & Indian Children Protection & Family Violence Prevention Act, PL 101-630, requires that all employment applications have applicants sign a receipt of notice that a national criminal record check will be conducted as a condition of employment.

I. POSITION APPLYING FOR

Position:		Department:	
How did you learn about this position?	<input type="checkbox"/> Newspaper Ad <input type="checkbox"/> Public Posting of Vacancy <input type="checkbox"/> Internet Posting <input type="checkbox"/> Referral by friend/relative <input type="checkbox"/> Other		

II. APPLICANTS INFORMATION

Full Name: Last		First				Middle		Jr., II, etc.	
<i>Other Names Used</i> (Maiden name, from former marriage, alias (s), or nicknames (s). AKA names, etc.)						Provide the reason(s) for name change			
Social Security Number Used for Identification purposes only				---			---		
Place of Birth (<i>City/State/Country</i>):									
Date of Birth				---			---		
		Month		Date		Year			
Contact Information:									
Telephone Number		Home:		Cell1:		Cell2:		Mess:	
Email Address: (This will be our primary contract to notify you.)									
Do you have a valid Driver's License? <input type="checkbox"/> Yes <input type="checkbox"/> No				<i>If No, license is:</i> <input type="checkbox"/> Suspended <input type="checkbox"/> Revoked <input type="checkbox"/> Other: _____					
Driver's License Number				Expiration Date		State of Issue			

I. WHERE HAVE YOU LIVED:

List each CITY, STATE, and ZIP CODE (if known) where you have lived during the PAST SEVEN YEARS:

List the places where you have lived beginning with your present address and working back 7 years. Residence for the entire period must be accounted for without breaks. Indicate the physical location of your residence, and Post Office box or mailing address, if applicable. If you split your time between one or more residences during the time period, **you must list all residences**. Do not list residence before your 18th birthday unless to provide a minimum of 2 years' residence history. You are not required to list temporary locations of less than 90 days that did not serve as your permanent or mailing address.

Enter Residence Information

# 1 <input type="checkbox"/>	From Date (MM/YY)	To Date (MM/YY)	Is this Residence: <input type="checkbox"/> Owned by you <input type="checkbox"/> Rented or leased by you <input type="checkbox"/> Military housing <input type="checkbox"/> Other			
Street/Residential Address:		City	State	Zip Code	County	
Mailing Address:		City	State	Zip Code	County	
IS this residence within an Indian Reservation, Village, Community, Rancheria or Pueblo?						
If "YES," provide location (Community, State)						
# 2 <input type="checkbox"/>	From Date (MM/YY)	To Date (MM/YY)	Is this Residence: <input type="checkbox"/> Owned by you <input type="checkbox"/> Rented or leased by you <input type="checkbox"/> Military housing <input type="checkbox"/> Other			
Street/Residential Address:		City	State	Zip Code	County	
Mailing Address:		City	State	Zip Code	County	
IS this residence within an Indian Reservation, Village, Community, Rancheria or Pueblo?						
If "YES," provide location (Community, State)						
# 3 <input type="checkbox"/>	From Date (MM/YY)	To Date (MM/YY)	Is this Residence: <input type="checkbox"/> Owned by you <input type="checkbox"/> Rented or leased by you <input type="checkbox"/> Military housing <input type="checkbox"/> Other			
Street/Residential Address:		City	State	Zip Code	County	
Mailing Address:		City	State	Zip Code	County	
IS this residence within an Indian Reservation, Village, Community, Rancheria or Pueblo?						
If "YES," provide location (Community, State)						
# 4 <input type="checkbox"/>	From Date (MM/YY)	To Date (MM/YY)	Is this Residence: <input type="checkbox"/> Owned by you <input type="checkbox"/> Rented or leased by you <input type="checkbox"/> Military housing <input type="checkbox"/> Other			
Street/Residential Address:		City	State	Zip Code	County	
Mailing Address:		City	State	Zip Code	County	
IS this residence within an Indian Reservation, Village, Community, Rancheria or Pueblo?						
If "YES," provide location (Community, State)						

I. NATIVE AMERICAN PREFERENCE

In accordance with Indian Preference in Employment Act – to be eligible and qualified applicant, you must attach a copy of your Certificate of Indian Blood (CIB).

Do you claim Indian Preference? ☐ Yes ☐ No

If yes, please indicate Tribal affiliation	Tribal Census/Roll #
--	----------------------

I. MILITARY SERVICES (Attach your DD-214)

Branch of Service	Period of Active Duty (Month/Year)	Rank of Discharge	Date of Final Discharge
	From:		
	To:		

I. EDUCATIONAL BACKGROUND

Note: Attach copy of your high school diploma or equivalent. Official transcripts are required.

Name HS/College/Univ. Schools Attended Street Address <i>(include city, state, & zip code)</i>	Online DL	Dates From To		Credits Earned	Major	Minor	Diploma or GED	Month/ Year of Degree
#1	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								
#2	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								
#3	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								
#4	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								

II. OTHER VOCATIONAL OR BUSINESS SCHOOLS

Name Vocational/Business Schools Attended Street Address <i>(include city, state, & zip code)</i>	Online DL	Dates From To		Hours Earned	Major	Minor	Certificate (Yes or No)	Month/ Year of Graduate
#1	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								
#2	<input type="checkbox"/>							
Phone #	<input type="checkbox"/>							
When attending this school, were you located within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If Yes, list (Include Community, State)								
SPECIAL QUALIFICATIONS AND SKILLS <i>(License, Public Speaking, Professional Societies, Awards/Fellowships, etc.)</i>								

III. TYPE OF CERTIFICATE (complete if applying for teaching or administrative position)

CERTIFICATE	State	Endorsement	Expiration Date
Principal / Superintendent			
Elementary K-8			
Special Education PreK-12			
Early Childhood, birth to age 8			
Native American Language PreK-12		Language:	
Guidance Counselor PreK-12			
Substitute Teacher			
SEI / Bilingual / ESL			
<input type="checkbox"/> Pre-K <input type="checkbox"/> K <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th <input type="checkbox"/> 6 th <input type="checkbox"/> 7 th <input type="checkbox"/> 8 th <input type="checkbox"/> Sped Ed <input type="checkbox"/> Other:			

I. PERSONAL REFERENCES			
Provide three people who know you well and live in the U.S. They should be good friends, peers, colleagues, roommates, associates, etc. and who are aware of your activities outside of the workplace, school, and whose combined association with you covers at least the last 5 years. DO NOT Provide anyone listed elsewhere on this form or close relatives.			
Entry #1	Last name	First Name	Middle Name
Provide Dates Known: From Date (Month/Year) <input type="checkbox"/> Est.		Provide Relationship to you (Check all that apply) <input type="checkbox"/> Neighbor <input type="checkbox"/> Work Associate <input type="checkbox"/> Friend <input type="checkbox"/> Schoolmate <input type="checkbox"/> Other _____	
Provide the following contact information for this person:			
Home Telephone #		Cell/Mobile phone #	Work Phone #
Email Address:			<input type="checkbox"/> I don't know
Provide street address for this person (including apartment number).		City/State	Zip Code:
Entry #2	Last name	First Name	Middle Name
Provide Dates Known: From Date (Month/Year) <input type="checkbox"/> Est.		Provide Relationship to you (Check all that apply) <input type="checkbox"/> Neighbor <input type="checkbox"/> Work Associate <input type="checkbox"/> Friend <input type="checkbox"/> Schoolmate <input type="checkbox"/> Other _____	
Provide the following contact information for this person:			
Home Telephone #		Cell/Mobile phone #	Work Phone #
Email Address:			<input type="checkbox"/> I don't know
Provide street address for this person (including apartment number).		City/State	Zip Code:
Entry #3	Last name	First Name	Middle Name
Provide Dates Known: From Date (Month/Year) <input type="checkbox"/> Est.		Provide Relationship to you (Check all that apply) <input type="checkbox"/> Neighbor <input type="checkbox"/> Work Associate <input type="checkbox"/> Friend <input type="checkbox"/> Schoolmate <input type="checkbox"/> Other _____	
Provide the following contact information for this person:			
Home Telephone #		Cell/Mobile phone #	Work Phone #
Email Address:			<input type="checkbox"/> I don't know
Provide street address for this person (including apartment number).		City/State	Zip Code:

Continuation Space - Use this space below (or separate blank sheets) to continue answers. If using a separate blank sheet(s) include your name and last four numbers of your social security number at the top of each blank sheet. Before each answer, identify the number of the question/item. To ensure clarity, maintain sequential order of questions and question format.

I. EMPLOYMENT HISTORY (Do not indicate "See Resume." Begin with current or most recent position)			
Provide the following information for your past and current employers, assignments, internships, or volunteer activities, beginning with the most recent/current employer. Make additional copies of sheet, if necessary. Employer information must be accurate and complete, such as address, phone number and dates of employment.			
MAY WE CONTACT YOUR CURRENT EMPLOYERS? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If no, why not?</i>			
EXPLAIN ANY GAPS IN EMPLOYMENT:			
Present or Last Employer:		Telephone:	
Address:		FROM: Month	Year:
Job Title:	Salary: \$	TO: Month	Year:
Supervisor's Name & Title:		Reason for Leaving:	
Duties:			
Is the employment location within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list (Include Community, State)			

Present or Last Employer:		Telephone:	
Address:		FROM: Month	Year:
Job Title:	Salary: \$	TO: Month	Year:
Supervisor's Name & Title:		Reason for Leaving:	
Duties:			
Is the employment location within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list (Include Community, State)			
Present or Last Employer:		Telephone:	
Address:		FROM: Month	Year:
Job Title:	Salary: \$	TO: Month	Year:
Supervisor's Name & Title:		Reason for Leaving:	
Duties:			
Is the employment location within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list (Include Community, State)			
Present or Last Employer:		Telephone:	
Address:		FROM: Month	Year:
Job Title:	Salary: \$	TO: Month	Year:
Supervisor's Name & Title:		Reason for Leaving:	
Duties:			
Is the employment location within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list (Include Community, State)			
Present or Last Employer:		Telephone:	
Address:		FROM: Month	Year:
Job Title:	Salary: \$	TO: Month	Year:
Supervisor's Name & Title:		Reason for Leaving:	
Duties:			
Is the employment location within an Indian Reservation, Village, Community, Rancheria or Pueblo? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, list (Include Community, State)			

XI BACKGROUND CHECK QUESTIONS

<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	1. Have you previously been employed by Theodore Roosevelt School ? If YES, When?
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	2. Do you have relatives employed at Theodore Roosevelt School ? Or is a School Board Member ? (Relative: any person or persons related by consanguinity (blood) or affinity (marriage; i.e., in-laws, step and half relatives) within the third degree (uncles, aunts, nephews, nieces, great-grandparents & closer relations) & relatives. Relatives are defined as immediate family members, include spouse, parent, son or daughter, son- or daughter in-law, parent in-law, maternal & paternal grandparent, brother or sister, brother- or sister in-law, & grandchild. A parent is defined as a natural parent, stepparent, or adoptive parent. A child is defined as a natural child, adoptive child, legal guardian, foster child or stepchild. This policy also applies to individual and, their relatives and children, who are not legally related but who reside with another employee). If YES, Whom and Relationship?
<input type="checkbox"/> YES <input type="checkbox"/> NO	3. Do you have a physical condition that may limit your ability to perform the job for which you are applying? If YES, will you need reasonable accommodation to perform the essential function of the job for which you are applying?
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	4. Have you ever been denied employment, received disciplinary action involving your employment, fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from any organization. If "YES," provide the date, explanation of the problem, reason for leaving, and the employer's name, address, telephone number.

<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	5. Have you been convicted of any misdemeanors in any Court involving crime on Deceit, Untruthfulness, Dishonesty, including but not limited to Extortion, Embezzlement, Bribery, Perjury, Misuse of Funds and Property Distribution of Marijuana, Narcotic or Dangerous Drugs, Contributing to the Delinquency of a Minor, Commercial Sexual Exploitation, or Child/Sexual Abuse, or Sexual Harassment, or found liable in any Civil Action regarding the misdemeanor? If "YES," provide the date, explanation of violation, place of occurrence, disposition, and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	6. Have you ever been found guilty of, or entered a plea of nolo contendere (no contest) or guilty to any felonious or misdemeanor offense under Federal, State, or Tribal law involving crimes of violence; sexual assault, molestation, contact or prostitution; or crimes against persons; or offenses committed against children? If "YES," provide the date, explanation of violation, place of occurrence, disposition of the arrest(s) or charge(s), and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	7. Are you now under any charges for any violation of the law? If "YES," provide the date, explanation of violation, place of occurrence, disposition, and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	8. During the last 7 years , have you been arrested for, charged with, or convicted of, been imprisoned, been on probation, or been on parole for any offense(s)? Include felonies, firearms, or explosives violations, misdemeanors and all other offenses. All offenses where you have been found guilty, pled guilty or nolo contendere (no contest). If "YES," provide the date, explanation of violation, place of occurrence, and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	9. Have you ever been arrested for or charged with a crime involving a child? If "YES," provide the date, explanation of violation, place of occurrence, disposition of the arrest(s) or charge(s), and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	10. Have you ever been convicted of a Felony? If "YES," provide the date, explanation of violation, place of occurrence, disposition, and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	11. Have you been convicted by a military court-martial in the past 7 years? (If no military service, answer "NO.") If "YES," provide the date, explanation of violation, place of occurrence, and the name and address of the police department or court involved.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	12. During the last 7 years , have you been fired from any job for any reason, did you quit after being told that you would be fired, or did you leave any job by mutual agreement because of specific problems? If "YES," provide the dates, charge, and an explanation of the problem, reason for leaving, and the employer's name and address.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.

<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	14. In the last 7 years, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenic (LSD, PCP, etc.), or illegally used prescription drugs? If "YES," provide the date(s) of use, identify the controlled substance(s) and/or prescription drugs used, and the number of times each was used. Include any treatment or counseling received.
<input type="checkbox"/> YES <input type="checkbox"/> NO Initials _____	15. In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another? If "YES," provide information relating to the type of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs.
Continuation Space - Use this space below (or separate blank sheets) to continue answers. If using a separate blank sheet(s) include your name and last four numbers of your social security number at the top of each blank sheet. Before each answer, identify the number of the question/item. To ensure clarity, maintain sequential order of questions and question format.	

It is noted, with reference to this questionnaire, that neither your truthful responses nor information derived from your responses to this questionnaire will be used as evidence against you in a subsequent criminal proceeding. **After completion of this form and any attachments you have provided, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and the attached release(s).**

APPLICANTS CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, all of the information on and attached to this application for employment, including any attached materials (resume, transcripts, and certifications) and all required documents, are true, correct, and made in good faith. **I have** carefully read the foregoing instructions to complete this form. My signature below **authorizes Theodore Roosevelt School, Inc.** to contact any of my prior employers for reference purposes.

I understand that I may be subject to a background check, and **hereby authorize Theodore Roosevelt School,** to investigate my background to determine any and all information of concern as to my record, whether same is of record or not, and I release employers and persons named in my application from all liability for any damages on account of his/her furnishing said information. Additionally, you are **hereby authorized** to make any investigation of my personal history, educational background, military record, motor vehicle records, criminal records and credit history through an investigative or credit agency or bureau of their choice. I authorize the release of this information by the appropriate agencies to the investigating service.

I understand that a false or fraudulent answer to any question or item on any part of this application, or any misrepresentation or omission, or information offered during any interviews, or in this application packet can be justification for refusal of employment, or if employed, may be sufficient cause for rejection of hiring or dismissal after employment offer, and/or even after I begin work. **I agree** to all State, Federal, and Tribal Investigations of my personal background and the contents of this application for employment.

I certify that my responses to the above questions is made under **Federal Penalty of Perjury**, which is punishable by fine or imprisonment, and that I have received notice that a criminal history records check will be conducted and is a condition of employment.

Signature of Applicant

Date

QUESTIONNAIRE FOR DESIGNATED CHILD CARE POSITIONS

Persons completing this form should begin with the questions below after carefully reading the preceding instructions.

Instructions for Completing This Form

1. Follow the instructions provided to you by the office that gave you this form and any other clarifying instructions provided by that office to assist you with completion of this form. You must sign and date, in ink, the original and each copy you submit. You should retain a copy of the completed form(s) for your records.
2. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form with an N/A.
3. You may use abbreviations. Do not use acronyms that are not identified elsewhere on the form.
4. The 5-digit postal Zip Codes are required to process your investigation more rapidly. Refer to an automated system approved by the U.S. Postal Service to assist you with Zip Codes.
5. For telephone numbers in the U.S., ensure that the area code is included.
6. All dates provided in this form must be in Month/Day/Year or Month/Year format. Use number (01 – 12) to indicate months. For example, June 29, 1997, should be written as 06/29/1997. If you are unable to report an exact date, approximate or estimate the date to the best of your ability, and indicate "EST" in the field.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines and/or up to five (5) years imprisonment, per Theodore Roosevelt School personnel policy (which include federal, Arizona state and White Mountain Apache Tribe laws and regulations) for employment requirements. In addition, hiring agencies generally fire, do not grant credentials, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you provide on this form and to make your comments part of the record.

Disclosure Information

The information you provide is for the purpose of investigating you for a designated position, and the information will be protected from unauthorized disclosure. The collection, maintenance, and disclosure of the background investigative information will be protected from unauthorized disclosure in accordance with **Alamo Community School** privacy procedures. The information you provide on this form, and information collected during an investigation, may be disclosed without your consent by an agency maintaining the information in a system of records as permitted by the Privacy Act [5 U.S.C. 552a(b)] in addition to the **Alamo Community School** privacy procedures. You will not receive prior notice of such disclosures under routine use.

AUTHORIZATION FOR RELEASE OF INFORMATION

I authorize any investigator, or other duly accredited representative of the agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, and criminal history record information.

I further authorize any investigator, or other duly accredited representative of the **Theodore Roosevelt School** through an investigative or credit agency or bureau of their choice, who is conducting my background investigation, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a position working with children. I understand that I may request a copy of such records as may be available to me under the law.

I authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, or other duly accredited representative authorized above regardless of any previous agreement to the contrary.

I understand that the information released by records custodians and sources of information is for official use **Theodore Roosevelt School** and the investigative or credit agency or bureau of their choice. Only for the purposes of determining my suitability for employment with the Theodore Roosevelt School.

Copies of this authorization that show my signature are as valid as the original release signed by me. ***This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Theodore Roosevelt School, whichever is sooner.***

Signature (Black ink only)		Print Name		Date Signed	
Position Title for which you are being investigated				Primary Contact Number	
Current Address		State	Zip Code	Secondary Contact Number	

CONSENT TO CONDUCT BACKGROUND INVESTIGATIONS, CRIMINAL BACKGROUND CHECK AND RELEASE

I, _____ ,
Print Applicant/Employee's name

have applied for employment with Theodore Roosevelt School (hereinafter "ACS") to work as

Job Title

I certify that, to the best of my knowledge and belief, all of the information on and attached to this application is true, correct, complete and made in good faith. I understand any misrepresentations, falsifications or material omissions provided by an applicant or employee in any of this information or data may result in ACS excluding the applicant from further consideration for employment, or if the applicant has been hired, may result in termination of employment.

I certify that I am not awaiting trial on and have never been convicted of, admitted in open court or pursuant to a plea agreement of committing any criminal offense in this state or any other jurisdiction for the following:

- | | |
|--|--|
| a) Sexual abuse of a minor | b) Incest |
| c) First or second-degree murder | d) Kidnapping |
| e) Arson | f) Sexual assault |
| g) Sexual exploitation | h) Commercial sexual exploitation of a minor |
| i) Burglary in the first degree | j) Burglary in the second or third degree |
| k) Aggravated armed robbery | l) Robbery |
| m) Child abuse | n) Sexual conduct with a minor |
| o) Molestation of a child | p) Voluntary manslaughter |
| q) Aggravated assault | r) Assault/battery |
| s) Exploitation of minor involving drug/alcohol offenses | |
| t) Felony offense involving contributing to the delinquency of a minor | |
| u) Felony offense involving the possession or use of marijuana, dangerous drugs, narcotic drugs or other controlled substances | |
| v) Misdemeanor offense involving the possession or use of marijuana, dangerous drugs or any other controlled substances | |
| w) A dangerous crime against children or defined by New Mexico State | |

I understand that in order for ACS to determine my eligibility, qualifications, and suitability for employment, ACS will conduct a background investigation and criminal background check. A background investigation may include asking any current or former employer or educational institution that I have attended or been employed by, about my education, training, experience, qualifications, job performance, professional conduct and evaluations, as well as confirming my dates of employment or enrollment, positions held, reasons for leaving employment, whether I could be re-hired, reasons for not re-hiring (if applicable) and similar information.

I understand and agree that a background investigation will include a criminal background check to determine if I have ever been convicted of, or admitted in open court or pursuant to a plea agreement, any criminal offense in a federal, state and tribal jurisdiction involving misconduct with a minor or the other offenses in listed in ACS Personnel Policy.

ACKNOWLEDGMENT AND AUTHORIZATION

I certify that my responses to the above questions is made under Federal Penalty of Perjury, which is punishable by fine or imprisonment, and that I have received notice that a criminal history records check will be conducted and is a condition of employment.

I release, hold harmless, and agree not to sue or file a claim of any kind against any current or former employer, educational institution or any other applicable third party or officer or employee of such employer, educational institute or third party, who, in good faith, furnishes written or oral references requested by ACS to complete its background investigation and criminal background check.

I hereby give my consent for any employer or educational institution to release information requested in connection with ACS' background investigation. Further, I hereby give my consent for any governmental entity, agency or private party to provide information relative to the criminal background check process.

Signature

Date

Full Name (First/Middle/Last)

Social Security Number (SSN)*

Driver License State / Number

Date of Birth*

**This information will be used for background screening purposes only and will not be used as hiring criteria.*

APPLICANT SCREENING QUESTIONNAIRE – INDIAN CHILDREN PROTECTION REQUIREMENTS
Declaration Form for Prospective Employees in Education Program

Name: _____

SECTION 1

Federal policies now require that Tribal agencies require all prospective employees to sign a declaration prior to employment which lists:

- *All pending and prior criminal arrests and charges related to child sexual abuse and their disposition;*
- *Convictions related to other forms of child abuse and neglect; and*
- *All convictions of violent felonies.*

The declarations may exclude:

- *Traffic fines of \$200.00 or less;*
- *Any offense, other than any offense related to child abuse and/or child sexual abuse or violent felonies, committed before the prospective employee's 18th birthday which was finally adjudicated in a juvenile court or under a youth offender law;*
- *Any conviction the record of which has been expunged under Federal or State law; and*
- *Any conviction set aside under the Federal Youth Corrections Act or similar State authority.*

NOTE: Individuals who declare, through this form, that they have been arrested, charged with or convicted of any of the offenses listed above are NOT automatically disqualified from being hired. Head Start/Preschool agencies must review each case to assess the relevance of an arrest, charge or conviction to a hiring decision.

ACKNOWLEDGMENT AND AUTHORIZATION

PLEASE PROVIDE YOUR SIGNATURE ON THE APPROPRIATE CATEGORY BELOW:

I certify that my responses to the above questions is made under Federal Penalty of Perjury, which is punishable by fine or imprisonment, and that I have received notice that a criminal history records check will be conducted and is a condition of employment.

I have NOT been arrested, charged and/or convicted on one or more of the three types offenses listed in SECTION 1 above:

<i>Signature</i>	Date
------------------	------

OR

I have been arrested, charged and/or convicted on one or more of the three types offenses listed in SECTION 1 above:

If you have been arrested, charged and/or convicted on one or more of the three types of offenses listed in SECTION 1 above, please attach information listing the offense(s); the date(s) of the arrest, charge, and/or conviction; the law enforcement agency involved; the outcome of the court proceedings and other relevant information.

<i>Signature</i>	Date
------------------	------

**APPLICANT SCREENING QUESTIONNAIRE – INDIAN CHILDREN PROTECTION REQUIREMENTS
SUPPLEMENTAL QUESTIONNAIRE**

Full Name (Please print)

Social Security Number:

Position Title

Today's Date:

Notification Requirements

Section 231 of the Crime Control Act of 1990, Public Law 101-647 (codified in 42 United States Code § 13041), requires that applicants of employment of Federal child care positions sign a receipt of notice that a criminal record check will be conducted as a condition of employment. Further, it is required to ask the following:

Have you ever been arrested for or charged with a crime involving a child?

☐ **YES** *[If “yes,” provide the date, explanation of the violation, **disposition** of the arrest(s) or charge(s), place of occurrence, and the name and address of the police department or court involved.]*

☐ **NO**

Section 408 of the Miscellaneous Indian Legislation, Public Law 101-630 (codified in 25 United States Code § 3207), requires a criminal history records check as a condition of employment for positions in the **Alamo Navajo Community School** and **Department of Interior** that involve regular contact with or control over Indian children. Further, it is required to ask the following:

Have you ever been found guilty of, or entered a plea of nolo contendere (no contest) or guilty to, any felonious offense, or any of two or more misdemeanor offenses under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children?

☐ **YES** *[If “yes,” provide the date, explanation of the violation, **disposition** of the arrest(s) or charge(s), place of occurrence, and the name and address of the police department or court involved.]*

☐ **NO**

I certify that my responses to the above questions is made under Federal Penalty of Perjury, which is punishable by fine or imprisonment, and that I have received notice that a criminal history records check will be conducted and is a condition of employment. Pursuant to *Alamo Community School* Policy Section 2.18, *Alamo Community School* provides all applicants the right to review and challenge his/her criminal history record if they deem the information has been inaccurately reported. **I understand** applicant may not be given a copy of the record. The record is for *Alamo Community School* use only. **I understand** my right to obtain a copy of any criminal history report made available to the *Alamo Community School* and my rights to challenge the accuracy and completeness of any information contained in the report by contacting the DPS Criminal Record Unit at 602-223-2222 and/or the FBI at 304-625-5590.

Signature

Date

APPLICANT SCREENING QUESTIONNAIRE – INDIAN CHILDREN PROTECTION REQUIREMENTS
FBI Background Check - PRIVACY ACT STATEMENT

(APPLICANT'S COPY)

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Applicant Notification and Record Challenge

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34. You can find additional information on the FBI website at <https://www.fbi.gov/about-us/cjis/background-checks>

Please send all documentation to:

DNez@trswarriors.com

LBen@trswarriors.com

**Theodore Roosevelt School
Human Resources Department
PO Box 567
Fort Apache, AZ 85926**

Is this trip OVERNIGHT?

YES

NO

IF Out of State TRS Travel

Application Required

Theodore Roosevelt School

Field Trip Request

CALL-OFF CONFIRMATION #

Teacher/Coach/Sponsor _____ Date Form Submitted _____

Event _____

Date(s) of Event _____ **Total Days of School Lost** _____

Departure Date & Time _____ **Returning Date & Time** _____

Destination _____

Address _____

City

State

Zip code

Name of Group _____

of Students Traveling _____ # of Adults Traveling _____

List of Teachers /Chaperones with Cell Phone #s (REQUIRED)

All Chaperones must have a volunteer packet on file with FUSD

All drivers must have an ADOT Clearance on file with AD

***REMINDER: there must be 1 chaperone for every 24 students and 1 certified staff per bus**

Transportation: Bus Small Vehicle - (Need to email Small Vehicle Request Transportation)

Is this an Athletic event? Yes No If not, describe relation of trip to curriculum:

Funding Source(s) _____

What assistance is available for students who can't afford to go?

Please attach the following that apply to your trip

Parent Info Letter

Travel itinerary and activities

List of Students

Emergency consent form

Gas Card Request - if needed

Send Purchase Order Requests and Back-Up Documents to Bookkeeper via email

Principals' signature _____ Date _____

Rev - 01/15/2025

SCHOOL ACTIVITY ABSENCE FORM

Activity: _____ Date: _____

Release Time: _____ Load/Leave Time: _____ Return Time: _____

Destination: _____ Game Time: _____

Coach/Sponsor/Teacher: _____

Administrator's Signature: _____

[illegible]

Theodore Roosevelt School
Consent for Off Campus Activity
and Emergency Care

Student Name _____ School _____ Sponsor _____

My child has permission to participate in the following activity: _____

Date of Activity _____ Destination _____

Time Leaving _____ Time Returning _____

Mode of Transportation _____

Parent/Guardian Signature _____ Date _____

Consent for Emergency Care

Be it known that I, the undersigned parent or guardian of the student above-named, do hereby give and grant unto any medical doctor or hospital, my consent and authorization to render such aid, treatment or care to said student as, in the judgment of said doctor or hospital, may be required, on an emergency basis, in the event said student should be injured or stricken ill while participating in the activity specified above.

Dated the _____ day of _____, 20____ at _____, Arizona

Phone # _____ Business Phone # _____

Address _____

Insurance Company _____ Policy # _____ Group ID# _____

School Policy # _____ Student Age _____ Date of Birth _____

It is hereby understood that the consent and authorization given above are for the activity date only.

It is hereby understood that the consent and authorization given above are continuing, and are intended by me to extend through the current school year.

Witness _____ Signature _____

Parent/Guardian _____ Signature _____

Theodore Roosevelt School

OUT OF STATE TRAVEL APPLICATION

___ Yearly Event

All yearly event applications must be submitted to a school administrator and the Governing Board at least 90 days prior to the event.

___ Opportunity Trip

All opportunity trip event applications must be submitted to a school administrator and the Governing Board 30 day prior to the event.

Name of School/Group: _____ # of Students* _____

Event: _____

Destination: _____

Event Dates: _____

Travel Dates: _____

Total Days of School Lost: _____ Substitute(s) necessary? YES: _____ NO: _____

Teacher(s)/Sponsor(s): _____

Number/Names of Chaperones: _____

Is this an AIA event? YES: _____ NO: _____ If not, describe relation of trip to curriculum: _____

Will this event have the potential for additional travel such as state, national, or world events?
YES: ___ NO: ___ If yes, please include additional travel information for approval along with this request.

Summary of the Itinerary & Activities: _____

Means of Transportation: _____

How have parents been notified: _____

Funding Source(s): _____

What assistance is available for students who cannot afford to go? _____

Building Level administrative Approval

Date



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

Dr. Leon Ben, Chief School Administrator / Principal

Facility Use Agreement and Contract

This Facility Use Agreement (“Agreement”) is made by and between **Theodore Roosevelt School (TRS)** and the undersigned renter (“User”) for the use of the TRS Facilities.

1. Terms of Use

By signing this agreement, the User agrees to comply with the following:

A. Payment and Fees

1. All outstanding unpaid invoices must be paid in full before access is granted.
2. **Two TRS security personnel** are required for all events. Security services will be invoiced at **\$30.00 per hour, per staff member**, payable in advance or upon receipt.
3. **One janitor who is a current TRS employee** is required on site for the duration of the event and for post-event cleaning. Janitorial service will also be invoiced separately at **\$30.00 per hour**.
4. Any materials or supplies used (e.g., paper products, cleaning items) must be reimbursed by the User.
5. There will be a **\$250.00 Cleaning Deposit**

B. Access and Equipment

5. School restrooms are not available. The User must provide porta-johns at their own cost, positioned away from turf.
6. Use of the scoreboard is not included in the rental unless specifically authorized in writing.
7. Doors will open **15 minutes prior** to the scheduled event time.

C. Security and Conduct

8. TRS security personnel will be present for the full duration of gym use. A **pre-event and post-event walk-through** will be conducted. **Photographs will be taken** before and after the event to document the facility’s condition.
9. Security personnel have full authority to maintain order. Spectators who do not comply with **reasonable and orderly requests** will be removed and may be **banned from future events**.

D. Cleaning and Responsibility

10. The gym must be returned in the same condition it was received.
11. The User must bring **cleaning supplies and trash bags**.
12. One hour following the event is reserved for cleanup of the **gym, outside areas, trash bins, and front entrance**.
13. All trash must be **properly disposed of by the renter/contractee** before departure.
14. TRS’s janitor will assist in maintaining cleanliness during and after the event, and any **damages or extensive messes** will incur additional charges, including labor.

E. Facility Limits and Supervision

15. Spectators and participants are restricted to the **rented facility and parking lot** only. Access to other school grounds is **strictly prohibited** and will be treated as **trespassing**.
16. All children must be **supervised** at all times during the event.

F. Drug- and Alcohol-Free Policy

17. TRS is a **Drug and Alcohol-Free School Zone**. The use or possession of **alcohol, illegal drugs, and vaping devices** is strictly prohibited on all school property, including parking areas. Violators will be removed and reported.

G. Damage and Liability

18. Any **damage or breakage** to school property will be charged to the User, including **labor for repair or replacement**.
19. The User agrees to **hold harmless** Theodore Roosevelt School, its staff, and school board from liability for injuries, accidents, or losses during use of the facility.

H. Video Surveillance and Privacy

20. The facility is under **24/7 video surveillance**. By entering the building, all individuals acknowledge and consent to being recorded.
21. Due to **FERPA and privacy laws**, persons in attendance **are not permitted to view, request, or obtain** surveillance footage under any circumstances.

2. Acknowledgement and Signature

By signing below, the User confirms understanding and acceptance of these terms and agrees to abide by all conditions of facility use.

Name of Organization/Individual: _____

Event Type: _____

Date(s) and Time(s) of Use: _____

Printed Name of Authorized Representative: _____

Signature: X _____

Phone: _____ Email: _____

3. TRS Internal Use Only

- Approved by (Security Staff 1): _____
- Approved by (Security Staff 2): _____
- Assigned Janitor (TRS Employee): _____
- Walkthrough Photos Taken: ☐ Yes
- Pre/Post Conditions Noted: _____
- Date Approved: _____
- Invoice #: _____

I. Date: _____

3. Vendor Name and Address	4. Ship To (Name and Address)	5. Requested Delivery Date:

6. Line No.	7. Description and Accounting Code Strip	8. Qty	9. Unit	10. Unit Price	11. Total
	SUBTOTAL (PAGE 1)				

<p>13a. Requested by:</p>	<p>13b. Supervisor/Office Budget Review: (if required) This ensures the certifying official has confirmation of funds by their group budget manager or the purchaser's supervisor.</p>
<p>Printed Name/Signature/Date</p>	<p>Printed Name/Signature/Date</p>
<p>14. Approving Official Certification: I certify the above items are authorized for this program and funds are available.</p>	
<p>(Printed Name and Title of Approving Official)</p>	<p>Approving Official's Signature/Date</p>
<p>15. Property Management Certification: (if required) I certify that except as noted, items are not available from sources under my control. Additionally, I have reviewed cited BOC and Accounting Strip information for accuracy and appropriateness.</p>	
<p>(Printed Name and Title of Approving Official)</p>	<p>Property Management Signature/Date</p>



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

Dr. Leon Ben, Chief School Administrator / Principal

Chief School Administration / CEO / Principal Pay Scale

Years of Service	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	PHD
0-5	95,000	97,000	99,000	101,000	103,000	105,000	107,000
5-10	100,000	102,000	104,000	106,000	108,000	110,000	112,000
10-15	105,000	107,000	109,000	111,000	113,000	115,000	117,000
15-20	110,000	112,000	114,000	116,000	118,000	120,000	122,000
20-25	115,000	117,000	119,000	121,000	123,000	125,000	127,000
25+	120,000	122,000	124,000	126,000	128,000	130,000	132,000

Human Resource Director / Business Technician Pay Scale

Years of Service	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	PHD
0-5	70,000	72,000	74,000	76,000	78,000	80,000	82,000
5-10	75,000	77,000	79,000	81,000	83,000	85,000	87,000
10-15	80,000	82,000	84,000	86,000	88,000	90,000	92,000
15-20	85,000	87,000	89,000	91,000	93,000	95,000	97,000
20-25	90,000	92,000	94,000	96,000	98,000	100,000	102,000
25+	95,000	97,000	99,000	101,000	103,000	105,000	107,000

Facility/Transportation Director or Residential Hall Director Pay Scale

Years of Service	Salary
0-5	50,000
5-10	55,000
10-15	60,000
15-20	65,000
20-25	70,000
25+	75,000

A. Purpose and Justification

The Theodore Roosevelt School (TRS) Governing Board recognizes the necessity of maintaining a flexible and competitive salary structure to attract and retain highly qualified personnel. In alignment with TRS policies, the Principal/Chief School Administrator (CSA), with the approval of the Governing Board, is authorized to adjust salaries in the following circumstances:

- 1. Hard-to-Fill Positions:** When recruitment efforts fail to yield viable applicants for critical positions, as outlined in **Section 2.09 Filling Vacancies**.
- 2. Retention of Key Employees:** When employees in specialized or mission-critical roles receive competing offers from external organizations, necessitating salary adjustments to ensure institutional stability (**Section 2.15 Final Approval**).
- 3. Specialized and Competitive Market Needs:** When positions require unique skills that are in high demand and not readily available in the labor market, warranting salary adjustments for recruitment and retention (**Section 2.16 Emergency Appointments**).

4. **Longevity and Salary Compression Adjustments:** When long-tenured employees earn significantly less than newly hired counterparts in comparable roles, creating equity concerns and impacting morale. The Board reserves the right to approve adjustments to ensure fair and equitable compensation for veteran staff members (**Section 2.16(G) Pay**).
5. **Emergency Hiring Needs:** When immediate staffing needs arise that, if unfilled, would compromise educational services or operational integrity, allowing for expedited hiring and salary adjustments outside the standard salary schedule (**Section 2.16 Emergency Appointments**).

B. Authority and Approval Process

1. The Principal/CSA shall submit a formal written request to the Governing Board detailing the basis for any salary adjustment, including but not limited to recruitment challenges, competing job offers, market analysis, and funding availability.
2. The Governing Board shall evaluate and approve salary adjustments in accordance with TRS policies and financial oversight regulations.
3. All approved adjustments shall be documented and included in the employee's personnel file to ensure transparency and compliance with **Section 2.15 Final Approval**.
4. Emergency salary adjustments shall be issued through a contract for the duration of the fiscal year, contingent upon the availability of funding. All such adjustments must comply with TRS's financial policies and oversight requirements, ensuring fiscal responsibility and alignment with budget constraints. The continuation of any emergency salary adjustment beyond the current fiscal year shall require re-evaluation and re-approval by the Governing Board based on demonstrated need and funding availability (**Section 2.16(E) Maximum Appointment Period** and **Section 2.16(G) Pay**).

All salary adjustments under this policy shall be implemented in compliance with TRS financial policies and applicable legal standards to ensure fiscal responsibility, equity, and audit compliance. The Board retains final authority over all salary decisions, ensuring alignment with budgetary constraints and TRS's commitment to employee fairness and retention.

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TRS remains committed to recruiting and retaining the most qualified personnel while respecting and upholding Tribal sovereignty and self-determination in employment practices. All employment policies and practices shall be administered fairly, ensuring compliance with all applicable laws, while actively seeking to promote educational and economic opportunities within the Tribal community.



Theodore Roosevelt School

Warriors

P.O. Box 567

Fort Apache, AZ 85926

(928) 338-4464 Fax (928) 338-1009

Dr. Leon Ben, Chief School Administrator / Principal

Classified Pay Scale

Category	0 yrs - 5 yrs	6 yrs to 10 yrs	11 yrs - 15 yrs	16 yrs - 20 yrs	21 yrs - 25 yrs
A	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00
B	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00
C	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00
D	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00
E	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00
F	\$18.00	\$19.00	\$20.00	\$22.00	\$23.00

Class A Part-time employees

Class B Security; Assistant Cook; Home-living Assistant

Class C Custodian

Class D Bus Driver/Maintenance/Custodian

Class E Secretary/Registrar/HR Tech/Food Service Tech; McKinney Vento/Parent Liaison

Class F Kitchen Manager/Head Cook; Dorm Supervisor

A. Purpose and Justification

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1. **Hard-to-Fill Positions:** When recruitment efforts fail to yield viable applicants for critical positions, as outlined in **Section 2.09 Filling Vacancies**.
2. **Retention of Key Employees:** When employees in specialized or mission-critical roles receive competing offers from external organizations, necessitating salary adjustments to ensure institutional stability (**Section 2.15 Final Approval**).
3. **Specialized and Competitive Market Needs:** When positions require unique skills that are in high demand and not readily available in the labor market, warranting salary adjustments for recruitment and retention (**Section 2.16 Emergency Appointments**).
4. **Longevity and Salary Compression Adjustments:** When long-tenured employees earn significantly less than newly hired counterparts in comparable roles, creating equity concerns and impacting morale. The Board reserves the right to approve adjustments to ensure fair and equitable compensation for veteran staff members (**Section 2.16(G) Pay**).
5. **Emergency Hiring Needs:** When immediate staffing needs arise that, if unfilled, would compromise educational services or operational integrity, allowing for expedited hiring and salary adjustments outside the standard salary schedule (**Section 2.16 Emergency Appointments**).

B. Authority and Approval Process

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- C. Compliance and Oversight**

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Dr. Leon Ben, Chief School Administrator / Principal

Paraprofessional Pay Scale

Category	0 yrs - 5 yrs	6 yrs to 10 yrs	11 yrs - 15 yrs	16 yrs - 20 yrs	21 yrs - 25 yrs
A	\$20.00	\$22.00	\$24.00	\$26.00	\$28.00
B	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00

Class A Fully qualified (AA or 64 hours of college)

Class B Working towards an AA degree

A. Purpose and Justification

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- ### **C. Compliance and Oversight**

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Date Approved: 11/1/2022

Updated: 10/04/22



Theodore Roosevelt School

Warriors

P.O. Box 567

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Dr. Leon Ben, Chief School Administrator / Principal

Suggested Certified Staff Pay Scale

No yearly increases will be paid; however, retention pay at 10% of salary will be paid annually if the budget allows it. Pay Increases will be every five years.

Yrs Service	BA	BA+15	BA+30	MA	MA+15	MA+30	PHD
1 - 5	40,000	42,000	44,000	46,000	48,000	50,000	52,000
6 - 10	45,000	47,000	49,000	51,000	53,000	55,000	57,000
11 - 15	50,000	52,000	54,000	56,000	58,000	60,000	62,000
16 - 20	55,000	57,000	59,000	61,000	63,000	65,000	67,000
21 - 25	60,000	62,000	64,000	66,000	68,000	70,000	72,000
26+	65,000	67,000	69,000	71,000	73,000	75,000	77,000

A \$5,000 stipend will be paid for ESS teachers to keep IEPs and METs in compliance.

A. Purpose and Justification

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