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ARTICLE 3. PERSONNEL

I. RECRUIT AND HIRE

A. COMMUNITY MEMBER AND NATIVE AMERICAN HIRING, PROMOTION, AND TRAINING PREFERENCE

When there are multiple candidates of equivalent qualifications in the selection and promotion processes, preference will be given to equally qualified enrolled members of the Salt River Pima-Maricopa Indian Community (SRPMIC) and then other equally qualified enrolled members of federally recognized Native American Tribes. Equally qualified means possession of qualifications at least equal to other applicants or candidates.

1. TRAINING PREFERENCE

Preference for training, such as On-the-Job-Training (OJT), conferences and education leave) will also be given to Community members with equivalent qualifications.

B. COMPETITIVE SELECTION

The Education Board supports the competitive selection process in order to hire the most qualified candidates to serve the children and students of our Community; therefore, minimum qualifications listed for positions established by the Board represent what is minimally required to be granted an interview. However, meeting minimum qualifications does not guarantee an interview.

1. INTERVIEW REQUIREMENT

A formal interview is required to determine which candidate is best qualified for an initial hire.

2. PHILOSOPHY

It is the policy of the Education Board to approve the employment of highly qualified applicants in a manner consistent with the overall Division goals, objectives, plans, and in accordance with applicable federal and SRPMIC policies, laws, and regulations.

3. PREFERENCE

Pursuant to applicable SRPMIC law, policies, and in appropriate circumstances as determined by the Superintendent/Director, the Division will give employment preference to enrolled Community members that are as equally qualified as other applicants and as may be appropriate in the Superintendent/Director's discretion through the established Underfill Policy.

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4. OFFER CONTINGENCY

Any offer of employment is contingent upon a successful completion of mandatory pre-employment drug testing and a successful background check, including a fingerprint and criminal history check in compliance with Indian Child Protection and Family Violence Prevention Act (P.L. 101-630) and P.L. 101-647.

5. PROHIBITION AGAINST CONSIDERATION

Applicants who have failed an SRPMIC required pre-employment drug test are precluded from being hired for positions in any capacity with the Division for at least a six (6) month period from the date of their failed drug test.

6. HIRING COMPENSATION

Hiring salaries must be within the pay range established for that job classification except for underfill positions. It is the Superintendent/Director’s responsibility to ensure that funds are available for any salary offered.

7. TEMPORARY EMPLOYEES

a. Pre-Employment Screening

Temporary employees must successfully complete a mandatory pre-employment drug test and background check but need not meet the minimum qualifications for the position, except that substitute teachers must be certified.

b. Duration

Employment of a temporary employee for a timeframe exceeding ninety (90) days is discouraged and will require the prior approval of the Education Board.

c. Employment

The Superintendent/Director may employ substitute personnel. Substitute teaching employees are temporary employees.

8. CONTINUED EMPLOYMENT

Continued employment in a regular budgeted position of any temporary person shall be:

a. Education Board Approval

Subject to confirmation and approval by the Education Board at its next official meeting; however, employment shall not be recommended to the

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Education Board prior to the satisfactory completion of a background check.

b. Supervisory Appointments

In addition to the conditions set forth above, notification of the temporary assignment of a person to a supervisory or administrative position must be given to the Education Board immediately by mail or email.

9. RECRUITMENT AND HIRING

a. Philosophy

It shall be the policy of the Division to employ and retain the best qualified personnel.

b. Qualifications & Compensation

This will be accomplished by giving careful consideration to qualifications and by providing competitive salary schedules within the financial capability of the School.

10. EDUCATION BOARD APPROVAL

The Education Board shall approve the hiring of select Education Division employees.

11. RECRUITMENT RESPONSIBILITY

Recruitment of personnel is the responsibility of the ED Human Resources Department. Other members of the administration and supervisory staff will assist as responsibilities are delegated.

a. Qualifications

Candidates for all positions shall be able to perform the duties of their position job descriptions, except as may be provided in the Underfill Policy where applicable.

b. Substance Screening

Each candidate shall submit to a pre-employment drug test.

c. Background Check

Each candidate shall be required to complete a consent-and-release form for a background check and pre-employment drug test.

d. Applicability

A successful background check in compliance with the Indian Child Protection and Family Violence Prevention Act, P.L. 101-630, and P.L. 101-

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647 is required for all new hires and transfers to positions into the Division.

12. SUBSTITUTE TEACHERS

a. Compensation

The Education Board will establish the daily pay rate for substitute teachers.

b. Screening

The ED Human Resources Department will screen all applicants for substitute positions, including validating the substitute Arizona Department Education (ADE) certificate. The Superintendent/Director ensures that all substitute teachers used in the schools are on the approved substitute teacher list. Substitute teachers are temporary employees.

c. Arizona Department of Education (ADE) Qualifications

All substitute certified employees must meet all qualifications of the Arizona Department of Education.

II. BACKGROUND CHECK

A. PRE-EMPLOYMENT

The Education Board requires that a background check be completed and shall include fingerprinting and a criminal history check prior to employment. Satisfaction of this requirement shall, at a minimum, require compliance with Indian Child Protection and Family Violence Prevention Act (P.L. 101-630), P.L. 101-647, and A.R.S. § 15-512, as may be amended from time to time.

1. PURPOSES

- a. The general purpose of this policy is to ensure minimum standards of character and suitability for applicants, employees, and volunteers who have or may have regular contact with or control over the SRPMIC School students.
- b. The specific primary purposes of this policy are to protect SRPMIC School students, reduce incidents of family violence and violence against children in the Community and to provide a fair and objective adjudication process for SRPMIC job applicants, employees, and volunteers where warranted.

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- c. To comply with federal regulations and directives as set forth at Indian Child Protection and Family Violence Prevention Act (P.L. 101-630) and P.L. 101-647, as both may be amended and as clarified in relevant C.F.R.'s and A.R.S. § 15-512, as amended.

2. PROCEDURES

The Superintendent/Director shall ensure that an adjudicating official and alternate adjudicating official(s) are appointed and trained as required in 25 C.F.R. 63.10 *et seq.*, Indian Child Protection and Family Violence Prevention Act (P.L. 101-630) and P.L. 101-647 and shall further establish appropriate procedures for this Policy implementation. Background checks shall include fingerprinting.

Employees/individuals, who hold a valid AZ Department of Public Safety (DPS) Fingerprint Clearance Card, may provide the card in lieu of fingerprinting.

3. AUTHORIZATION

Only the adjudicating officials designated by the Superintendent/Director shall perform background checks.

4. FREQUENCY

Background checks, as described herein, shall be conducted on current employees at least every five (5) years. Any individual who is separated from working within SRPMIC Education Division greater than one (1) year will be subject to a re-background check.

5. PRE-EMPLOYMENT BACKGROUND CHECK SCOPE

All newly hired Division personnel, potential employees (applicants), volunteers providing services to the schools and contractors or contractors' representatives who have contact or access to students shall be fingerprinted and successfully complete a criminal history check as required by Indian Child Protection and Family Violence Prevention Act (P.L. 101-630), P.L. 101-647 and A.R.S. § 15-512.

a. Background Check Requirement

- i. All of the following shall successfully complete a background check which shall include a fingerprint check in federal and all applicable state and tribal jurisdictions.
 - a. All persons employed by the Division and all Education Board Members.
 - b. Private or agency consultants and contractors having access to SRPMIC School students.

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- c. Volunteers having significant contact with or control over SRPMIC School students including, but not limited to, all tutoring, chaperoning, and field trip volunteers pursuant to applicable policies. Significant contact includes contact with or control over SRPMIC School students for two (2) days or longer.
- d. All contractors and their subcontractors, agents or the contractor's employees who will provide services on the premises of the school must have background checks when the contact with SRPMIC School students is two (2) days or longer.

b. Background Check Requirements per P.L. 101-630 and 25 C.F.R. 63

Education Human Resources shall:

- i. Conduct a background check of the character of employees, potential employees (applicants), consultants, contractors and volunteers who have regular contact with or control over SRPMIC School students and/or children.
- ii. Ensure the above individuals meet standards of character, no less stringent than those identified in 25 U.S.C. § 3201 *et seq.*
- iii. Perform record search of applicable local law enforcements agencies.
- iv. Perform record search of former employers and supervisors, and employment references, as applicable.
- v. Perform record search of former school, as applicable.
- vi. Obtain FBI Fingerprint search, criminal history and other identifying information utilizing the proper fingerprint card, completion of Full Name, Date of Birth (DOB), Place of Birth (POB), and Social Security Number (SSN).

c. General Standards of Character Under P.L. 101-630 and A.R.S. 15-512

Education Human Resources shall ensure that none of the individuals appointed to positions working with children have been found guilty, pled guilty or pled nolo contendere to any felonious offense, or any two or more misdemeanor offenses defined in A.R.S. 15-512 and P.L. 101-630, specifically including 25 U.S.C. § 3207 and any amendments thereto, or Chapter 6 of the SRPMIC Code of Ordinances.

- i. Disqualifying Factors:

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- a. Crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons and offenses committed against children.
- b. Person has been found guilty, pled guilty, or pled nolo contendere to at least one felony or two or more misdemeanor offenses identified in P.L. 101-630 or A.R.S. § 15-512 regardless of timeframe.

6. CONTRACTORS BACKGROUND CHECK POLICY

The Board requires that all contractors or contractors’ representatives who have contact or access to students be fingerprinted and successfully complete a criminal history check as required by P.L. 101-630, P.L. 101-647 and A.R.S. § 15-512. For purpose of this policy, contractor is defined as a vendor, non-employee and non-volunteer providing contracted services for the Education Division.

a. Contractors Background Check Policy & Frequency

- Background checks, as described herein, shall be conducted on current contractors or contractors’ representatives at least every five (5) years.
- Contractors are required to have sexual abuse liability insurance in place when providing self-contained day care education services to students off of the Community or where the Education Board determines that sexual abuse liability insurance coverage is warranted.

7. PRE-EMPLOYMENT BACKGROUND CHECK PROCEDURES

The Superintendent/Director shall develop and implement procedures that include the following in the employment process:

a. Scope

Provide for fingerprinting of employees covered under this policy and P.L. 101-630, P.L. 101-647, 25 C.F.R. 63.10, and A.R.S. 15-512.

b. Updates

Provide for fingerprint checks pursuant to P.L. 101-630, P.L. 101-647, 25 C.F.R. 63.10, and A.R.S. 41-1750.

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c.Evaluation

Provide for properly reviewing and determining whether employee fingerprint check results satisfactorily meet the requirements of the Division.

d.Records

Provide for background check reports to be included in the background check records.

B. DISQUALIFIERS FOR EMPLOYMENT OR PROVIDING SERVICES INVOLVING CHILDREN

1. CRIMINAL HISTORY AUTOMATIC DISQUALIFIERS

A person may not be employed, volunteer or provide services in any position which involves the provision of care or services to, or regular contact with, children if he/she has been convicted of, admitted to in open court, entered into a plea agreement or plead nolo contendere to any of the following felonies or two misdemeanors:

a. Crimes of Sexual:

Those crimes generally noted in 25 U.S.C. 3207, A.R.S. 15-512, and Chapter 6 of the SRPMIC Code of Ordinances, including crimes of sexual:

- i. Assault
- ii. Molestation
- iii. Exploitation, including commercial exploitation
- iv. Contact
- v. Conduct with a minor
- vi. Abuse of a minor

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- b. Crimes of Prostitution or of Incest*
- c. Crimes against persons*
- d. Crimes of exploitation of minors involving drugs*
- e. Crime of first-degree murder*
- f. Crime of armed robbery*
- g. Crimes against children*
- h. Felony or misdemeanor offenses involving sale, distribution, transportation, or possession of marijuana or dangerous or narcotic drugs or offers or conspiracies to so do*

2. DISCRETIONARY DISQUALIFIERS

In addition to the Automatic Disqualifiers, a person may be denied the opportunity (including termination or denial of employment) to be a Division employee or volunteer in any position which involves provision of care or services to, or regular contact with, children if he/she has been convicted of, or has admitted to in open court or pursuant to a plea agreement, or entered a plea of nolo contendere, any of the following crimes:

- a. Arson
- b. Contributing to the delinquency of minor
- c. Drug offense
- d. Burglary
- e. Any crime involving children
- f. DWI/DUI
- g. Obscenity/Public Indecency
- h. Harassment
- i. Stalking

A person may also be denied the opportunity (including termination or denial of employment) to be a Division employee or volunteer in any position which involves provision of care or services to, or regular contact with, children if he/she:

- j. Was the caretaker of a child at the time the child was removed from its home and the child was later adjudicated to be a dependent child.
- k. Was denied, or had revoked, a license to operate a facility (including home day care or foster care) for the care of children in any jurisdiction.

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- I. Was responsible in whole or in part for any action or inaction which harmed or could potentially harm the safety or well-being of a child.

3. FACTORS IN EVALUATING THE DISCRETIONARY DISQUALIFICATIONS

The following factors are discretionary disqualifications which may prevent an employee, applicant, volunteer and/or consultant from a successfully completed and adjudicated background check.

- a. The nature of the crime: e.g., felony or misdemeanor; the potential for crimes against children, etc.
- b. Whether the offense was committed as a minor for which proceedings were held under the jurisdiction of juvenile or adult court.
- c. Whether the offense has been expunged, and if so, why.
- d. Whether the incident /crime was committed more than ten (10) years prior to the adjudicator’s consideration, and if so, the employment record of the person since the commission.
- e. The reliability of the evidence of an admission of a crime unless made under oath in a court of competent jurisdiction.
- f. With regard to non-criminal matters, the totality of the circumstances surrounding the matter.
- g. Any other matter having meaningful bearing on the fitness of the person to have responsibility for the safety and well-being of children.

4. EMPLOYEE’S/APPLICANT’S/VOLUNTEER’S/CONSULTANT’S/ CONTRACTOR’S DUTY TO CLARIFY

It shall be the employee’s/applicant’s/volunteer’s/consultant’s/contractor’s duty to clarify any questions or concerns regarding their background or fingerprint check. Those individuals must timely resolve any issues or questions raised by an adjudicating official no later than ten (10) days after notification by the adjudicating official.

5. BOARD DISCRETION TO WAIVE EDUCATION BACKGROUND CHECK

The Education Board reserves the right to exempt from the Education Division’s background check requirement an individual who is a contractor, subcontractor, or vendor (or any employee of a contractor, subcontractor or vendor) who is contracted or assigned to provide services on a regular basis at the Education

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Division sites. The exemption may be granted by the Education Board provided that the following requirements are met:

- The individual is a non-certified employee who is not otherwise required to complete the Education Division Background Check pursuant to law or policy;
- The individual’s normal job duties are not likely to result in the independent access to or unsupervised contact with pupils, or regular contact and control over pupils;
- The exemption shall be limited to specific groups of SRP-MIC Tribal employees who are assigned to work after standard work hours (typically 5:00PM – 6:00AM) or when school is not in session at the Education Division sites;
- The individual is cleared through the SRP-MIC Human Resources Background Check process prior to beginning their assignment with the Education Division.

C. RE-BACKGROUND CHECKS – INDIVIDUALS WORKING IN PROXIMITY TO CHILDREN

The purpose of this policy is to provide guidance to the Division regarding Re-Background checks of persons working in proximity to children within the Division.

1. SCOPE

This policy applies to all Division employees (Full-Time, Part-Time, Term-Limited or Temporary), contractors, and long-term volunteers working or providing services regularly or intermittently on SRPMIC school campuses, in proximity or with access to children, regardless of whether they are an employee or retained by the Division or another SRPMIC Department.

2. REQUIREMENT

Any individual allowed to work or provide services regularly or intermittently on Division school campuses in proximity or with access to children shall be required to undergo a re-background check within five (5) years of the individual’s initial date of employment or provision of services, and at least every five (5) years thereafter, for the duration of his or her work or service relationship with the Division, unless a different interval is required by applicable law, regulation or policy. Any individual who is separated from working within Education Division greater than one (1) year will be subject to a re-background check.

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3. REGULATORY EXCLUSIONS

Anyone who can demonstrate that any portion of this policy is in conflict with the requirements of any regulatory agency or funding source may submit a written petition to the Superintendent/Director. The Superintendent/Director will review the petition and forward it to the Education Board with a recommendation for final approval or denial, as deemed appropriate. The Education Board’s decision shall be final.

D. NOTIFICATION OF CRIMINAL CHARGE

The Education Board considers the safety and security of students to be a priority in all Division programs. Division management must be aware of criminal charges and/or convictions of persons who have regular access to, or contact with children so that an informed decision can be made about student safety.

The purpose of this policy is to define requirements for reporting criminal charges, arrests, and subsequent court actions for all persons who interact with, or may interact with, Division students and/or who provide services of any nature. In addition, criminal and/or civil traffic violations that may jeopardize Division driving clearance shall be reported. This policy shall apply to:

- A. SRPMIC employees
 - i. Employed in the Division
 - ii. In other government departments and who are assigned to Division sites
- B. SRPMIC contractors
- C. Private / non-profit agency staff and volunteers who work with the Division and have access or contact with children of the schools.
- D. Division volunteers who work with the Division and have access or contact with children of the SRPMIC Schools.
- E. Adult program participants who work with the Division and have access or contact with children of the SRPMIC Schools.

1. ENFORCEMENT RESPONSIBILITIES

a. Reporting Timeliness

All personnel noted above are required to report any arrests, criminal citations or convictions to their immediate supervisor and the ED HR Department no later than the first business day following the incident. Individuals are also required to report major and/or minor traffic violations that have, or may result in, the suspension of SRPMIC driving privileges. A copy of charging documents shall be provided to the ED HR Department.

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Individuals are not required to notify the Education Division of civil minor traffic violations (i.e., parking violations, etc.) unless the accumulation of those offenses may result in the suspension of Division driving privileges.

b. Status Monitoring

After the initial report is made, the individual must report all pending court appearances, the outcome of those appearances, and changes in the status of the case to the ED HR Department, no later than the first business day following the court appearance or change.

c. Failure to Report

Failure to report the arrest, criminal citation, conviction or applicable traffic violation may result in disciplinary action up to and including employment termination, contract termination, loss of volunteer privileges, and/or barring of access to Division worksites, as appropriate.

d. Supervisor Responsibility

Supervisors are responsible for forwarding information regarding charges and/or convictions to the ED HR Department. Upon notification that a person has been charged, arrested, received a criminal or major traffic citation, or been convicted of a criminal offense, the supervisor shall direct and/or escort the employee to the ED HR Department.

e. Education Human Resources Department

The ED HR Department shall be responsible for:

- i. Monitoring the status of reported charges / offenses
- ii. Keeping supervisors advised of employee status
- iii. Advising the SRPMIC Office of the General Counsel (OGC) of pending and resolved charges as appropriate

f. Status Pending Charge Outcome

The ED HR Department shall evaluate the reported charges and shall make a recommendation to the Superintendent/Director regarding appropriate actions. An employee may be placed on Administrative Leave, or Temporary Duty Reassignment, pending an evaluation or investigation in accordance with applicable SRPMIC and Division policies and procedures. Volunteer, contractor, or staff from other government departments may be barred from access to Division worksites pending resolution of the charges.

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III. CLASSIFICATION AND COMPENSATION

A. COMPENSATION POLICY

To define the parameters for compensation determination and adjustments within the scope of the Division Compensation Plan.

1. SCOPE

This policy shall apply to all Division employees.

2. PHILOSOPHY

The Division is committed to promoting policies and best practices which reflect our intent to:

- a. Make compensation decisions that are fair, equitable, consistent and timely,
- b. Attract and retain the best, highly qualified employees, and
- c. Reward exceptional performance.

3. COMPENSATION PLANS

The Superintendent/Director shall recommend to the Education Board for approval, compensation plans for all school classifications as part of the annual budget preparation process. Certified, Classified, 12 month and Extra Duty Stipend Compensation Plans are specific to the types of positions. Compensation plans include hourly and salary structures and applicable incentives, Cost Of Living Adjustments (COLAs) and stipends.

4. COMPENSATION PLAN INTENT

The Education Board recognizes that a quality compensation package is a significant factor in the attraction and retention of quality employees, and that skilled employees are important to the achievement of Education Division educational goals.

a. *COLA Adjustment*

It is the intent of the Division to consider the impact of inflation on compensation at a level that is consistent with governmental COLA adjustments. However, COLA adjustments are not automatic, guaranteed or required and such adjustments shall depend on projected funding and budgetary considerations and the best interest of the Division.

b. *External Comparison*

It is the intent of the Division to target total compensation levels that are consistent with competitive districts and/or governments as appropriate. An equity evaluation to determine plan adjustments is required to remain

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competitive with other competing employers and may be conducted biannually or as appropriate.

c. *Internal Comparison*

It is the intent of the Division to assure internal equity and fairness in compensation grades for positions of the same or similar job related requirements.

d. *Government to Education Comparison*

It is the intent of the Division that when Division and tribal government share similar job classifications, adjustments to government job classifications will result in a review, and may result in, concurrent adjustment to Division job classifications. It is best practice to perform a market compensation study and job classification analysis every three (3) to five (5) years if the Education operating budget allows for such expenditure. Additionally, a review of a job classification typically occurs during a vacancy, which is handled on a case-by-case basis.

5. JOB CLASSIFICATION

All positions which have similar duties, tasks, responsibilities and scope which require substantially the same level of knowledge, skills, and abilities shall be included in the same job classification.

a. *Job Classification Descriptions*

All job classifications shall have current descriptions. The descriptions shall include but are not limited to a description of:

1. Overall duties
2. The required functions of the job classification
3. The required knowledge, skills, and abilities, education, licensure, certification(s) and training, and
4. A statement of any necessary special requirements.

b. *Evaluating Classifications*

1. It is not intended that a classification description contain a complete list of or expressly define all the specific duties, tasks, and responsibilities, but rather to define the characteristics of the job with sufficient information to properly identify the classification, and, to differentiate that classification from other job classifications.
2. The classification descriptions are intended to indicate the kinds of positions that should be assigned to a classification based on

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the duties, responsibilities and qualifications required, in order to facilitate the evaluation process used to determine an appropriate compensation grade.

3. Additional factors including the number of employees supervised, level in the organization, and likely types of internal and external interactions are also considered when determining compensation grade.

6. COMPENSATION DETERMINATION

a. *Newly Hired Employees*

Employees are paid in accordance with their compensation plan. Considerations for determining the compensation plan may include years of experience, internal equity and, where applicable, credentials and current market conditions. ED HR Department will recommend salary placement of new hires in consultation with the hiring manager.

b. *Existing Employees*

Adjustments to compensation shall be based on the following parameters, as applicable:

i. *Acting Pay*

The intent of Acting Pay is to compensate an employee who is being asked to put forth additional effort above their current compensation grade to meet the needs of the Division during a vacancy or absence. The determination of the appropriate candidate for the Acting appointment shall be made by the Superintendent/Director in writing. Depending on the employee's current pay grade and other criteria, the employee may receive an increase in their salary up to the minimum salary of the Acting Position's Pay Grade Range. Acting pay is intended for a limited period of time while the position is actively being recruited.

ii. *Base Compensation*

Annual contract amounts shall be determined based on the type of job and its associated compensation plan.

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- iii. **Performance**
Performance based adjustments may be awarded in accordance with a Performance Management Policy that may be adopted by the Education Board.
- iv. **Extra Duty Stipend Pay**
Extra duty stipend assignments will be made at the discretion of the Superintendent/Director in accordance with the Board-approved Extra Duty Stipend Schedule, which is approved annually. All such stipend assignments shall be set forth in a written addendum to the employee’s employment contract. The addendum shall be signed by the Superintendent/Director or, or his or her designee, and the employee. The addendum shall set forth the duties, additional pay and procedure for additional pay (i.e., end of service, per pay period, etc.).

B. COMPENSATION PLAN

The purpose of this plan document is to define the Division’s Compensation Plan.

1. SCOPE

This plan document includes all Division employees.

2. PHILOSOPHY

The Superintendent/Director shall recommend to the Education Board for approval, Compensation Plans for all school classifications. Compensation Plans are reviewed annually to assure that compensation parameters remain fair, equitable, consistent and timely. All Division employees, including, but not limited to, the Superintendent/Director, Assistant Superintendent and other certified administrators, must follow one of the four below compensation plans (with the exception of the Extra Duty Stipend Compensation Plan):

- 1. Certified Compensation Plan
- 2. Classified Compensation Plan
- 3. 12-month Compensation Plan
- 4. Compensation Plan - General

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3. CERTIFIED COMPENSATION PLAN

a. Arizona State Certification or Licensure

The Certified Compensation Plan includes job classifications that fall under a 10-month, salaried structure and require Arizona Department of Education (ADE) Certification or other State Licensure.

b. Contract Provisions

Certified job classifications are compensated based on a daily rate of compensation for a specified number of classroom days. In the event of school closings or like events, the term of a contract may be extended without additional compensation to ensure the specific number of classroom days is achieved.

c. Job Classifications and Grades

Certified Compensation Plan job classifications and compensation grades are provided on the Certified Compensation Schedule.

d. Compensation

Candidates shall be hired into certified positions based on the Compensation Schedule. New teachers entering the system with prior teaching service, who have met academic and professional qualifications for ADE certification, will be given a maximum credit of five (5) years for substantiated experience (i.e. placed on the sixth (6th) step of the salary schedule).

e. Compensation Increases

In accordance with established procedures adopted by the Superintendent/Director, certified job classifications may be eligible for annual contract rate increases based on the number of years of teaching experience and educational credentials in accordance with the Certified Compensation Plan. This possible adjustment is not automatic, guaranteed or required and such adjustment shall depend on projected funding and budgetary considerations and in the best interest of the Division.

f. Additional Compensation

By approval of the Education Board, certified job classifications may receive additional compensation adjustments because of hard-to-find qualifications or extraordinary circumstances, including (internal and external) equity adjustments.

g. Compensation Adjustments

Any contracted employee who does not work the full term of their contract as defined in the salary schedule shall be paid on a prorated

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basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation minus any amounts the employee may owe the Division.

h. Substitute Teachers

Substitute Teachers shall be compensated in accordance with the Substitute Teacher Compensation Plan.

4. CLASSIFIED COMPENSATION PLAN

a. Hourly 10 and 11-Month

The Classified Compensation Plan includes job classifications that are compensated on an hourly basis and that are contracted for either a 10 or 11-month educational year.

b. Contract Provisions

Classified job classifications are contracted based on an hourly rate of compensation with a specified beginning and end date.

c. Job Classifications and Grades

Classified Compensation Plan job classifications and compensation grades are provided on Classified Compensation Schedule.

d. Compensation

Candidates shall be hired into Classified positions with a compensation rate based on qualifications and experience.

e. Compensation Increases

In accordance with Education Board adopted performance management policy, classified job classifications may be eligible for annual contract rate increases based on the scope of experience and prior performance. This possible adjustment is not automatic, guaranteed or required and such adjustment shall depend on projected funding and budgetary considerations and in the best interest of the Division.

f. Additional Compensation

By approval of the Education Board, classified job classifications may receive additional compensation adjustments because of hard-to-find qualifications or extraordinary circumstances, including (internal and external) equity adjustments.

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5. 12-MONTH COMPENSATION PLAN

a. 12-Month

The 12-Month Compensation Plan includes job classifications that are compensated on an either an hourly or salaried basis and are contracted for a full 12-month year.

b. Certification

Job Classifications that require ADE provisional, basic, or standard certificates that are included in the 12-Month Compensation Plan shall be so identified on the Plan.

c. Contract Provisions

12-Month job classifications are contracted based on either an hourly rate of compensation or an annual salary with a specified beginning and end date.

d. Job Classifications and Grades

12-Month Compensation Plan job classifications and compensation grades are provided 12-Month Compensation Schedule.

e. Compensation

Candidates shall be hired into 12-Month positions with a compensation rate based on qualifications and experience.

f. Compensation Increases

In accordance with Education Board adopted performance management policy, 12-month classifications may be eligible for annual contract rate increases based on the scope of experience and prior performance. This possible adjustment is not automatic, guaranteed or required and such adjustment shall depend on projected funding and budgetary considerations and in the best interest of the Division.

g. Additional Compensation

By approval of the Education Board, 12-month job classifications may receive additional compensation adjustments because of hard-to-find qualifications or extraordinary circumstances, including (internal and external) equity adjustments.

6. EXTRA DUTY STIPEND COMPENSATION PLAN

a. Extra Duty Stipend

The Extra Duty Stipend Compensation Plan includes assignments outside and beyond employee’s contract or position description and related implied duties, that may be assumed by education staff, government staff, or as a sole assignment to an employee for various education

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related tasks (e.g. coaching, tutoring, etc.). Extra Duty Stipend Compensation assignments, in addition to the Extra Duty Stipend Compensation Plan, must be prepared, justified and recommended by the Site Administrator to Education Administration for review and approval.

b. Contract Provisions

Extra Duty Stipend compensation for contracted employees shall be described in a separate written addendum to the employee’s employment contract. The addendum shall be signed and dated by the Superintendent/Director, prior to the performance of the extra duty. The addendum shall set forth in writing the agreed upon assignment, the compensation amount, the process for payment (lump sum at end of performance, 2 payments at one-half and final completion, per pay period, etc.) and any other pertinent details.

c. Job Classification Eligibility

All employees, regardless of classification, may be given Extra Duty assignments. These assignments are not job classification specific.

d. Extra Duty Stipend Compensation Schedule

Compensation for Extra Duty Stipends shall be as provided on the board-approved Extra Duty Stipend Compensation schedule, which is approved annually.

7. COMPENSATION PLAN - GENERAL

a. Compensation Increases

Contracted employee compensation adjustments are normally approved only at the beginning of each contract year. To attain equity the Superintendent/Director may grant adjustments retroactive to the beginning of the contract year, or beginning with a specified next payroll period depending on the specific facts and circumstances, current budget and the best interest and needs of the Division.

b. Supplemental Performance Pay

Compensation adjustments may be provided in the form of a supplemental performance pay. Employees eligible for a supplemental performance pay are employees earning, or soon to earn, the maximum pay on a designated pay grade range. This does not apply to employees on the certified pay plan.

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Employees whose merit would otherwise increase their pay, above the designated pay grade range, will instead receive a supplement performance payment which aligns to their evaluation. The supplemental performance payment shall not exceed the amount awarded as per the evaluation, and may be allocated in portions to both reaching the maximum pay grade range and a supplemental performance payment. Supplemental performance payments may be disbursed on an annual basis dependent upon the needs of the organization.

Any supplemental performance payments are not automatic, guaranteed or required and as such it shall depend on projected funding and budgetary considerations and in the best interest of the Division.

c. Compensation Limitations

Compensation adjustments may be withheld if it is determined the employee does not perform at the expected level or does not meet minimum standards for the job.

d. Schedule Step Advancement

An employee who is on a schedule based system must work one (1) day more than one-half of the contract year to be eligible to receive a time-based step advancement in compensation. Any such advancement is not automatic, guaranteed or required and such adjustment shall depend on projected funding and budgetary considerations and in the best interest of the Division.

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IV. BENEFITS

A. CHART OF EMPLOYEE BENEFITS

Benefit Type	12 Month Regular / Term- Limited Employees (Full-time)	12 Month Regular Part- Time	12 Month Regular / Term- Limited Employees (Part-time)	10 & 11 Month Charter School Employees	10 & 11 Month <u>Non- Charter</u> School Employees	Temporary Employees
Appeal Rights	Yes	Yes	Yes	During Term of Contract	During Term of Contract	No
All Life Policies	Yes	No	Yes	Yes	Yes	No
Holidays (Paid)	Yes	Yes	Yes	Salaried- No	Salaried- No	No
				Hourly- Yes	Hourly- Yes	
Insurance (Medical /Dental /Vision /Prescription)	Yes	Yes	Yes	Yes	Yes	Yes
Leave Accruals (Annual & Sick)	Yes	Yes (pro-rated)	Yes (pro-rated)	During Term of Contract	During Term of Contract	No
401 K (no 5% employer contribution to ASRS eligible)	Yes	Yes	Yes	No	Yes	No
Retirement (ASRS) (Employer Contribution)	CHARTER SCHOOL EMPLOYEES ONLY (membership contingent upon 20/20 criteria)					
Unemployment Insurance	Yes	Yes	Yes	Yes	Yes	Yes
Workers' Compensation	Yes	Yes	Yes	Yes	Yes	Yes
Employee Assistance Program (EAP)	Yes	Yes	Yes	Yes	Yes	Yes

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B. PROFESSIONAL STAFF HOLIDAYS

1. HOLIDAY ELIGIBILITY

All regular and term-limited employees of the Division are entitled to time off with pay for holidays observed by the Division. In order for the employee to receive pay for a holiday it must occur within the employee's term of employment. See chart below:

Paid Holiday	10-Month Employees	11-Month Employees	12-Month Employees
July 4 th	NO	NO	YES
SRPMIC Day	NO	YES	YES
Memorial Day	NO	YES	YES
All Other Standard Holidays	YES	YES	YES

2. STANDARD HOLIDAYS

Holidays will be established by the Education Division calendar and the Salt River Pima-Maricopa Indian Community (SRPMIC) Council. Early release schedule for the Division will be established by the Superintendent/Director.

Standard holidays are:

1. New Year's Day January 1st
2. Martin Luther King Jr. Day 3rd Monday in January
3. President's Day 3rd Monday in February
4. Memorial Day Last Monday in May
5. Salt River Day June 14th
6. Independence Day July 4th
7. Labor Day 1st Monday in September
8. Native American Day Last Friday in September
9. Veteran's Day November 11th
10. Thanksgiving Day 4th Thursday in November
11. Christmas Day December 25th

3. DISCRETIONARY HOLIDAYS

Two (2) discretionary holidays may be designated by the SRPMIC Council.

4. ADDITIONAL HOLIDAYS

The SRPMIC Council may also designate any other holiday.

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5. HOLIDAY OBSERVANCE STANDARD

Employees who are scheduled to work Monday through Friday will be given time off on the day of the holiday as observed. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

C. LEAVE

1. PURPOSE

To promote student success and achievement by establishing policy and procedures governing Leaves of Absence for the employees of the Education Division. These policies and procedures facilitate and encourage staff attendance goals and provide a fair and equitable policy.

2. POLICY

a. Leave with Pay

Leave with Pay is a benefit provided by the Community as a privilege rather than a right. Employees are expected to plan leave in advance so management can reasonably evaluate all employee requests. However, the operating needs of the Education Division may result in circumstances when supervisors may need to deny leave requests. All types of leave addressed in this policy are with pay unless stated otherwise.

b. Leave Approval

All types of leave shall require prior approval of the immediate supervisor, except for the extraordinary circumstances discussed below in Absence without Leave through Cultural Leave.

c. Leave Reporting Accuracy- Accruals

Accurate reporting of leave is the responsibility of all employees, time approvers, pay approvers, supervisors, and managers. Failure to properly report leave may result in disciplinary action. In no instance will management, time approvers, pay approvers or an employee record work time as on-duty when the employee is not at work or fails to report an employee who is working while off the clock.

Attempted correction of prior pay periods by using leave subsequently earned after the end of the pay period with the intent to reverse properly reported Leave Without Pay shall be considered falsification of records and may result in disciplinary action. Employees are not entitled to use leave in a pay period if it has not been earned by the end of that pay period.

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All accrued leave balances will convey with the employee when they transfer among Community Government and Education Departments/Divisions. The employee will retain the accrual rate based on the length of continuous service.

Employees who falsify or deliberately misreport leave time, leave documents or have excessive unscheduled absences or tardiness or any pattern of abuse (e.g. exhausted leave banks, unscheduled leave in conjunction with already scheduled leave, Leave Without Pay) may be subject to disciplinary action.

3. PROCEDURES

a. Without Pay Scheduled Absences

- i. A scheduled absence is an absence that is submitted at least one (1) business day in advance of the requested leave by an employee and approved by the immediate supervisor regardless of the type of leave. Employees are required to submit a written or electronic leave request for approval.
- ii. Any leave request that is not submitted within the required time frame is an unscheduled absence.

b. Unscheduled Absences

- i. An unscheduled absence is an absence that has not been requested by the employee and approved by immediate supervisor more than one (1) business day prior to absence. Employees will be required to submit a written or electronic leave request upon their return from an unscheduled absence.
- ii. Unscheduled absences of more than six (6) occurrences within a twelve (12) month period shall be considered excessive and may result in disciplinary action.
- iii. An unscheduled absence from a scheduled work shift is counted as one (1) occurrence. If the employee is away from work for more than one (1) consecutive day for the same reason, the multiple day absence will only count as one (1) occurrence.
- iv. Department management is required to track unscheduled employee absences and maintain attendance tracking records which should include the detailed reason for the absence.
- v. Departments shall be responsible for establishing call-in procedures based on their individual operational needs.
- vi. Employees' must follow department call-in procedures to report absences either by telephone, voicemail, email or text message, and should include the reason for the absence and the

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- anticipated length of absence. Management should acknowledge the message within a reasonable timeframe.
- vii. If an employee is incapacitated, then another responsible person may contact the employee’s immediate supervisor to report the absence.
 - viii. The employee is required to contact his/her immediate supervisor each day the employee will be absent unless the supervisor waives this requirement due to the circumstances.
 - ix. Receipt of a telephone or email notification by the supervisor does not constitute approval of the employee’s absence. The decision to apply paid leave will be made by the supervisor after the employee has submitted a written or electronic leave request. Documentation may be required to validate the leave request.
 - x. A No Call, No Show is when an employee is absent from work, and fails to notify their chain of command within two (2) hours of the start of their shift of their unscheduled absence. Generally, a “No Call, No Show” is recorded as Leave Without Pay. This may result in immediate discipline.
 - xi. Employees are required to communicate and provide as much notice for a leave as possible and must notify their supervisor at least two (2) hours prior to the start of their shift when they need unscheduled leave. Department management may establish a different timeframe based on operational requirements.

4. ABSENT WITHOUT LEAVE

a. Without Pay

Absence Without Leave is without pay unless the absence is subsequently approved in writing pursuant to applicable policy. An employee who is absent without leave is subject to discipline pursuant to the Education Division Personnel Policy or its successor policy.

b. Determination of Absent without Leave

An employee is Absent Without Leave when their absence:

- xii. Is not authorized;
- xiii. Does not conform to any policy currently in effect; or
- xiv. Is not reported with proper notification to their chain of command, which begins with the immediate supervisor.

c. Job Abandonment

An employee absent for two (2) consecutive days without notifying the immediate supervisor is assumed to have voluntarily abandoned and resigned employee’s position and will be removed from the payroll. This

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provision is subject to extraordinary circumstances which might make its application unduly harsh, such as the employee having been in a car accident and unable to notify the supervisor due to injuries; the Superintendent/Director, in consultation with the employee’s supervisor, shall make any such determination of extraordinary circumstances.

5. ADMINISTRATIVE LEAVE

a. Administrative Leave Purpose

Administrative Leave is used to address situations not covered by other provisions of this leave policy. Administrative Leave may be with or without pay depending upon the circumstances. The intent of Administrative Leave With Pay is to compensate an employee for an absence for administrative reasons (e.g. to remove an employee from the workplace during an investigation; provide time to employees for a department activity; for Community approved leave such as a half day off prior to a paid holiday; or for extraordinary circumstances).

- i. It may be granted to an employee at the employer’s discretion based on the circumstances of each case.

b. Administrative Leave With Pay

Administrative Leave with Pay is a temporary leave and may be granted by the Superintendent/Director for up to a maximum of five (5) days or forty (40) hours. Administrative Leave with Pay beyond forty (40) hours requires the approval of the Community Manager or their designee.

- i. Employees who are on other types of leave, (e.g. Sick or Annual Leave) at the time Administrative Leave is issued will receive paid Administrative Leave for the designated hours and will not be charged Sick or Annual Leave.
- ii. Employees who are on disciplinary suspension will not be eligible for Community approved Administrative Leave during the specific date(s) of the suspension.

c. Payment Status

Administrative Leave is with pay unless it is determined that the leave should be without pay.

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- i. **Without Pay Authority**
Administrative Leave without pay may be granted only through a joint decision of the Superintendent/Director and Education Board with the advice of the General Counsel’s Office and the ED Human Resources Department. *Example:* Investigation of a serious matter that may lead to disciplinary action or criminal charges.
- ii. **Scope of Authority**
At the discretion of the Superintendent/Director, Administrative Leave with Pay may be granted up to a maximum of five (5) days or forty (40) hours. Administrative Leave with Pay beyond forty (40) hours requires the approval of the Community Manager or their designee.

6. ANNUAL LEAVE

a. Purpose

The purpose of Annual Leave is to provide employees the opportunity for rest, recreation, and personal activities. Annual Leave also enables employees to observe their religious holidays and conduct personal business.

b. Responsible Use of Leave

The Division recognizes the need for employees to take Annual Leave in order to be productive. All employees are expected to make responsible use of Annual Leave. Employees are required to communicate and provide as much notice for a leave as possible and must notify their supervisor at least two (2) hours prior to the start of their shift when they need unscheduled leave. Department management may establish a different timeframe based on operational requirements.

c. Annual Leave Accrual

Accrual of Annual Leave for all regular 12-month employees will be based upon the number of hours worked each pay period and the length of service. Annual Leave will accrue at the following rate which is based on a 40 hour work week

0 to 3 years, 11 months <i>(less than 4 years)</i>	4.6 hours per pay period
4 to 6 years, 11 months <i>(less than 7 years)</i>	5.6 hours per pay period

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7 to 9 years, 11 months <i>(less than 10 years)</i>	6.6 hours per pay period
10 years and over	8.0 hours per pay period

d. *10 and 11Month Employees*

Accrual of Annual Leave for all regular 10 and 11-month employees will occur monthly and will be based upon a 40, 30 or 20 hour work schedule as follows:

40 hours per week	2.4 hours per month
30 hours per week	1.8 hours per month
20 hours per week	1.2 hours per month

Regular 11-month employees will accrue for one extra month, June.

Regular 10 and 11-month employees do not accrue Annual Leave during summer break. Regular 10-month employees accrue a maximum of 24 hours each school year. Regular 11-month employees accrue a maximum of 26.4 hours each school year.

e. *Maximum Annual Leave Accrual*

Accrual limitations are as set forth in Benefits Package Overview. Upon termination of employment, employees will be entitled to a cash payment of accrued Annual Leave unless the Education Board denies such based on budgetary or performance considerations or the facts and circumstances surrounding the termination. Job abandonment, termination for cause, and non-fulfillment of an employment contract may be grounds for the denial of payment upon termination.

f. *Term-limited Employee Restrictions*

Term-limited employees (employees who have a contract with specific timelines such as grant-funded positions) in a program funded by a contract, grant or by the Community must take their Annual Leave during the period of the grant or contract. Unless otherwise required by the grant, Annual Leave accrued during the grant or contract period may be forfeited without pay if employees do not take their Annual Leave by the time the grant or contract period ends.

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- g. Holidays during Annual Leave Period*
Education Division-recognized holidays that occur during an employee's Annual Leave period will not be deducted from that employee's Annual Leave.
- h. Transferability of Annual Leave*
When a regular employee transfers from one budgeted position to another within Education Division or to or from a budgeted position in the Community government, Sick and Annual Leave will transfer with the employee. The employee will retain the accrual rate in the Leave Policy 2-4, based on length of continuous service with the Salt River Pima-Maricopa Indian Community.
- i. Use of Sick Leave in Lieu of Annual Leave*
Employees who exhaust their Annual Leave balances may NOT use Sick Leave in lieu of Annual Leave.
- j. Accrued Annual Leave Payment*
Employees will be paid for all accrued Annual Leave when their employment ends with the Education Division, either on a voluntary or involuntary basis.
- k. Use of Annual Leave Not Yet Earned*
Employees may not request or receive approval to use Annual Leave that is not accrued. Leave requests must be based on the employees accrued leave at the time of the request.
- l. Suspension of Annual Leave Accrual*
Accrual of Annual Leave shall be suspended when an employee is on any Leave Without Pay status.
- m. Annual Leave Limit*
There is no maximum accrual limit for Annual Leave.
- n. Break in Service Adjustments. The Service Date for breaks in service shall apply as follows:*
 - i. Employees returning from a break in service due to a Reduction of Force who are rehired within six (6) months shall retain their previous Service Date.

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- ii. Employees returning from a break in service of less than 90 days may receive credit for prior time worked, depending upon the reason for the break in service.
- iii. Employees who don't meet either (a) or (b) will not be credited for a break in service.

7. BEREAVEMENT LEAVE

a. Purpose

The purpose of bereavement leave is to provide employees who experience a death in the Family Circle (as defined below) time off to attend or to make funeral arrangements.

b. Eligibility

- i. Bereavement leave may be granted to a regular employee. Temporary employees may be granted Leave Without Pay.
- ii. Request and approval by the employee's supervisor is required on or before the date the leave is taken.
- iii. Any additional time off requested may be approved by immediate supervisor and will be charged to Annual Leave (if available) or Leave Without Pay.

c. Number of Days

An employee may receive up to 24 work hours of bereavement leave with pay when an individual within the Family Circle passes away, and the funeral occurs in-state. An employee may receive up to 40 work hours for an out-of-state funeral for a person within the employee's Family Circle. Any additional days actually required during a bereavement leave period may be requested, but this additional leave must be approved and will be Annual Leave, and if Annual Leave is not available) then this additional leave, if approved, will be Leave without Pay.

d. Family Circle

The Family Circle is defined as:

Husband	Wife	Father
Mother	Father-in-law	Mother-in-law
Brother	Sister	Brother-in-law
Sister-in-law	Son	Daughter
Son-in-law	Daughter-in-law	Grandfather

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Grandmother	Grandson	Granddaughter
Niece	Nephew	Foster Children
Foster Parents	First Cousins	Aunt
Uncle	Step-parents	Step-children

Bereavement Leave is intended to be consecutive shifts only and shall be utilized only in lieu of regularly scheduled work shift hours. There is no intent to provide Bereavement Leave for hours that were not scheduled work hours. Bereavement Leave will not be granted intermittently over an extended period of time.

e. Notification

Notification to the immediate Supervisor is required on or before the first day of absence due to the bereavement.

f. Proof of Attendance

Employees are required to provide proof of their attendance at a funeral or memorial service in order to receive Bereavement Leave.

8. BIRTHDAY LEAVE

a. Purpose

The purpose of Birthday Leave is to provide employees the opportunity to take eight (8) hours of paid leave to enjoy their birthday.

b. Restriction

For twelve (12) month employees, this type of leave must be taken thirty (30) days before or after the employee's birthday. If Birthday Leave is not taken within this time frame it is forfeited without pay.

c. Eligibility Restriction

10 and 11-month employees are not entitled to Birthday Leave.

9. CIVIC LEAVE

a. Voting

i. Purpose

Civic Leave may be used to ensure that employees have the opportunity to exercise their rights to vote in an election.

ii. Limitations

The Education Division will allow employees to take up to two (2) hours of Civic Leave to vote on election days if polls are unavailable for a total of at least two hours before or after the employee's regular daily work schedule.

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iii. **Election Board Duty**
 Employees who are asked to serve on Federal, State, County or Tribal Election boards will be granted leave with pay for Election Day and for official meetings, provided that any stipend for such service is turned into the Education Division. If the employee chooses not to turn his or her stipend into the Education Division, Civic Leave will not be granted. The employee must provide proof of attendance.

b. Court Appearance

i. **Appearance Duty**
 Civic Leave may be used to enable employees to fulfill their duties as citizens and receive leave with pay upon proof of appearance.

ii. **Exclusions**
 This section does not apply to court appearances that are part of an employee's job duties. No leave is necessary when an employee's court appearance is required or related to their responsibilities as an employee of the Education Division. An employee shall receive their regular salary when appearing as a witness under these work-related circumstances.

iii. **Employee - party to plaintiff, defendant or other named party**
 This section does not apply to court appearances in which an employee is a party, either a plaintiff or defendant or other named party. The employee does not qualify for court appearance leave in cases in which they are a party.

iv. **Proof of Appearance**
 Proof of the required court appearance (such as a summons, subpoena or notice of hearing, as applicable) must be turned in to the immediate supervisor in order for civic leave to be granted.

c. Jury Duty

Employees subpoenaed or called to serve on a jury by a federal, state or tribal court will be granted Civic Leave. In order to determine that an employee's request for time off for jury duty is bona fide, the Division requires employees to submit a copy of their summons to serve and to present proof of their service to their immediate supervisor.

d. Witness Duty

Employees subpoenaed to serve as witness in their private capacity for non-work related matters within federal, state or tribal jurisdictions will be granted Civic Leave with pay for the days appearing in court.

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Employees are required to present a copy of court documents, indicating subpoena, or other appropriate documentation to their immediate supervisor before leave is granted.

e. Party to Litigation

Employees who are a party (e.g., plaintiff, petitioner, defendant or respondent) to a non-work related court case and who attend an official court proceeding shall not be granted civic leave for the time that the employee appears in the court proceeding.

f. Dismissal from Court

If dismissed from jury duty, dismissed as a witness, or if the court proceeding is cancelled or ends for the day, the employee must return to work unless there are fewer than two (2) hours left in the employee’s work day.

10. MILITARY SERVICE & RESERVE DUTY LEAVE

a. Legal Compliance

The purpose of Military Service & Reserve Duty Leave (Military Leave) is to comply with federal law for employees serving in all Armed Forces of the U.S. Department of Defense (Reserve) or the National Guard (Guard).

b. Active Duty

Military Leave addresses the activation of employees for military service and training.

c. Documentation

A copy of the relevant military orders must be presented to the employee’s immediate supervisor.

- i. Military Leave is granted for the service and travel time specified in the employee’s military orders.
- ii. Up to twenty (20) business days of Military Leave during each calendar year will be paid leave; thereafter, it will be Leave without Pay or Annual Leave (if selected by the employee).
- iii. In the event of activation and deployment due to National or State Emergency, the Reservist or Guard employee who has used Military Leave in the same calendar year, can use any remaining balance. An additional fourteen (14) days of Military Leave may be approved at the discretion of the Superintendent/Director.
- iv. Employees must provide notice to their immediate supervisor and the Superintendent/Director that they will be absent from employment due to military service as early as they have

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information regarding their departure. This includes scheduled training/service and emergency activation.

- v. A Military Leave Request form must be submitted to the SRPMIC Benefits Division of the Human Resources Department and must be accompanied by a copy of the employee’s military orders indicating the service organization and duration of activation.
- vi. Upon return from Military Leave, notification of return from leave is required and the employee must provide a DD-214 form verifying completed service or any similar supporting documents to the Benefits Division.

d. *Deployment and Supplemental Pay*

In the event of a military activation and deployment due to a National or State emergency, the Community Manager may authorize supplemental pay and COBRA premiums for the duration of activation.

- i. The purpose of the supplemental pay is to compensate the activated Reservist/Guard employee for the compensation shortfalls resulting from the activation and deployment.
- ii. Should supplemental pay be authorized, the employee will be responsible for reporting changes in his/her military rate of pay during deployment to ensure that the supplemental pay amount comprises only the difference between the military pay and the amount the employee would have been earning in their regular job assignment. SRPMIC.

e. *Military Leave Without Supplemental Pay*

In the event that the Community Manager chooses not to authorize supplemental pay for the duration of a military activation, Reservists/Guards may elect to use their Annual Leave.

f. *Work Scheduled While on Military Leave*

In the event of a military activation, all affected employees will be placed on a schedule of five (5) consecutive, eight (8) hour work days during the period of Military Leave, paid or unpaid, to ensure equality of treatment for benefit calculations.

g. *Leave Accrual While on Unpaid Leave*

In the event of military activation, employees on Military Leave will not continue to accrue Annual and Sick Leave.

- i. The Service Date that is used to determine leave accrual rates will remain unchanged as a result of the military service. Leave

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accruals will remain unchanged for regularly scheduled annual military duty.

h. Merit Increases While on Military Leave

Upon return from activation of more than thirty (30) days of military service, employees who were meeting performance standards may receive any merit increase they were otherwise due, posted retroactively to their salary review date. Education Board approved COLA increases will be automatically applied to the employee’s salary upon return to work.

- i. Employees will be paid at the new rate for any hours worked following their return.

i. Retirement Plans While on Military Leave

In the event of military activation, SRPMIC will continue to contribute the employer’s portion of the 401(k) benefits for the duration of the military leave. Employee contributions will be inactivated unless requested in writing by the employee. Arizona State Retirement System (ASRS) eligible employees must communicate with the Benefits Division of the Human Resources Department prior to their departure to confirm that all retirement documentation is in order and has been properly processed.

11. DONATION OF ANNUAL LEAVE

a. Purpose

Leave Donations provide employees the opportunity to donate a portion of their accrued Annual Leave to other employees who are experiencing a serious illness. Such donated leave will be credited only as Sick Leave to the receiving employee on an hour for hour basis, and cannot be returned to the donor.

b. Restriction

Donation of leave is subject to any limitations or conditions of the funding source. An employee may not solicit or accept donated leave until it is clear that their accrued leave will be exhausted. The process of transferring leave will be effective in the pay period when the employee’s leave will be exhausted, to assure continuous payment of the employee’s compensation.

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c. Leave Donation Maximum

An employee may not donate more than eighty (80) hours of Annual Leave in a calendar year. An employee may not receive more than two hundred forty (240) hours of donated leave in a calendar year.

d. Leave Donation Limitations

Employees may not receive donated Annual leave while receiving disability or workers compensation benefits.

e. Donation of Leave and Family Medical Leave.

An employee may not accept or use donated Sick Leave after their Family Medical Leave (FML) eligibility is exhausted, unless approved by the Superintendent/ Director.

f. Donation of Leave Notification

The Superintendent/Director and the ED Human Resources Department must be notified when a Division employee receives a donation of leave.

12. FAMILY MEDICAL LEAVE ACT (FMLA)

a. Legal Compliance

The Division follows the Family Medical Leave Act of 1993 (FMLA). FMLA entitles all eligible employees certain benefits pertaining to job protection for up to 12 weeks in each 12 month period due to specified family and/or medical reasons. Again, an employee may not accept or use donated Sick Leave after their Family Medical Leave (FML) eligibility is exhausted, unless approved by the Superintendent/ Director.

b. SRPMIC Reference

Please see SRPMIC Tribal Government Policy 2-20 Family & Medical Leave Act for further information.

13. LEAVE WITHOUT PAY

a. Leave Without Pay

There may be circumstances when an employee, who has not abused the leave policy, may exhaust all leave and still need additional time off. Leave Without Pay is a temporary non-paid status which is intended for short term and intermittent leave. Leave Without Pay may be granted only when:

- No other paid leave is available or authorized;
- Extraordinary circumstances exist;

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- Granting Leave Without Pay is in the best interests of the Community/Education Division; or
- An employee is a “No Call, No Show” for work and may receive Leave Without Pay for the duration of their unscheduled and unapproved absence.

b. Authority for Use

Leave without Pay may be granted under extraordinary circumstances when no other leave is available or authorized.

c. Leave Without Pay Approval

Approval of Leave Without Pay is at the discretion of the employee’s Site/ Department Manager. Requests for Leave Without Pay that exceeds five (5) days must be approved by the Superintendent/Director. Denial of Leave Without Pay is not subject to appeal or grievance.

d. Leave Without Pay Limitations

Unpaid leave is a last resort and reserved for highly restrictive circumstances that are determined to not conflict with the best interest of the Education Division and the Community. All available annual and sick leave must be exhausted before utilization of Leave Without Pay is an option. A Site/ Department Manager may not authorize more than forty (40) hours of Leave Without Pay per employee within a calendar year. When an employee is expected to exceed the forty (40) hours Leave Without Pay limitation, the Site/Department Manager may extend the Leave Without Pay hours due to extraordinary circumstances, however, the decision will need to be approved by the Superintendent/Director in writing with a plan to return to work for the employee.

e. Leave Accrual Impact

Employees on Leave Without Pay will not accrue Sick or Annual Leave.

f. Holiday Pay Impact

Employees on Leave Without Pay prior to and following a holiday are not eligible for Holiday pay.

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g. Leave Without Pay Review

Use of Leave Without Pay will be closely monitored by Department Managers to minimize its use and to determine whether underlying leave abuse has resulted, which may lead to disciplinary action.

14. SICK LEAVE

a. Purpose

The purpose of Sick Leave is to provide paid leave to employees who are unable to work because of illness or injury to themselves or to certain family members.

i. Treatment

Sick Leave can be used for illness and treatment, as well as medical appointments with doctors, non-traditional medical treatments, and traditional healers/medicine persons.

ii. Family Member

Family member means: A Spouse, parent or dependent. (Dependent means a person who can be claimed as a dependent for income tax purposes under Internal Revenue Service rules.)

b. Requesting Sick Leave

i. Scheduled

Scheduled Sick Leave, such as for doctor’s appointments, must be requested at least one (1) day in advance.

ii. Workplace Disruption

The goal is to give notice as soon as possible so as to prevent unnecessary job disruption.

iii. Employee Responsibility

Employees requesting unanticipated Sick Leave must notify their supervisor no later than 2 hours before the start of the school or business day or as soon as possible thereafter. Requests for Sick Leave less than one (1) day notice will result in the employee being charged unscheduled Sick Leave. Failure to request Sick Leave in a timely manner is subject to being charged with absence without leave. The employee may also be subject to disciplinary action at the sole discretion of the employer, depending on employee’s attendance history.

iv. Annual Leave in Lieu of Sick Leave

Employees who exhaust their Sick Leave balances may use Annual Leave in lieu of Sick Leave.

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- v. **Use of Sick Leave Not Yet Earned**
Employees may not request or receive approval to use Sick Leave that is not accrued. Leave requests must be based on the employee's accrued leave at the time of the request.

c. Eligibility and Accrual

- i. **Eligibility**
All Regular and Term Limited employees accrue Sick Leave which may be used with approval.
- ii. **12-Month Employees**
Sick Leave for 12-month employees will accrue at the rate of 4.6 hours per pay period based on a 40 hour work week.
- iii. **10 and 11-Month Employees**
Sick Leave for 10 and 11-month employees who are scheduled to work 40 hours per week will accrue at the rate of 5.6 hours per month based upon a 40 hour work week.
- iv. **Proration**
Sick leave for 10 and 11-month employees who are scheduled to work 30 or 20 hours per week will be prorated based on a 40 hour work week.
- v. **Suspension of Sick Leave Accrual**
Accrual of Sick Leave shall be suspended when an employee is on any Leave Without Pay status.

d. Documentation

- i. Employees who are absent for three (3) consecutive workdays using Sick Leave may be required by their supervisor to provide supporting medical documentation explaining their absence. A supervisor has the authority to request medical documentation for less than three (3) consecutive absences at any time if there is a reason to believe an employee is abusing Sick Leave or to ensure the employee is able to return to work and meet the essential functions of the job. Failure to provide the doctor's statement upon request will result in Absence Without Leave.
- ii. Failure to provide supporting medical documentation may result in changing an approved Sick Leave request to Annual Leave. If Annual Leave is exhausted it may result in the use of Leave Without Pay.

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e. Abuse of Sick Leave

Management may advise an employee with an excessive amount of used Sick Leave that all future (non FML-related) Sick Leave requests must be accompanied by supporting medical documentation to justify the absence. Abuse of Sick Leave may result in disciplinary action up to and including termination.

f. Disposition Upon Termination

Upon termination of employment with the Education Division, when an employee has less than 10 years of service and is not transferring to a position within the SRPMIC Schools or government, all sick leave will be forfeited without compensation.

g. Accrued Sick Leave Payment

All Regular and Term Limited employees, who separate from employment shall receive payment for unused Sick Leave according to the chart below:

Sick Leave Disposition (Regular Full Time and Term Limited Employees Only)	
Years of Service	% of Accrued Sick Leave
10 Years	50%
15 Years	75%
20 Years	100%

h. Sick Leave Limit

There is no maximum accrual limit for Sick Leave.

i. Break in Service Adjustments. The Service Date for breaks in service shall apply as follows:

- i. Employees returning from a break in service due to a Reduction of Force who are rehired within six (6) months shall retain their previous Service Date.
- ii. Employees returning from a break in service of less than 90 days may receive credit for prior time worked, depending upon the reason for the break in service.
- iii. Employees who don't meet either (a) or (b) will not be credited for a break in service.

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15. CULTURAL LEAVE

- a. Cultural Leave provides all employees with the opportunity to take up to two (2) days (sixteen (16) work hours) per calendar year to fulfill a cultural duty. Cultural Leave is intended for employees who are critical to the conduct of a cultural event. It is not intended to allow employees to attend a cultural event when they are not required for the conduct of that event or to assist others in preparation for the event. If employees want to participate in or attend (rather than conduct) cultural events during working hours, they may request Annual Leave.

16. FOR PURPOSES OF THIS POLICY, THE TERM “CULTURE” MEANS THE DISTINCTIVE SPIRITUAL, MATERIAL, INTELLECTUAL AND EMOTIONAL FEATURES OF SOCIETY OF A SOCIAL GROUP THAT ENCOMPASSES ART AND LITERATURE, LIFESTYLES, WAYS OF LIVING TOGETHER, VALUE SYSTEMS, KNOWLEDGE, TRADITIONS AND BELIEFS I.E. CULTURAL LEAVE DURATION. PROCEDURES

a. Scheduled Absences

- i. A scheduled absence is an absence that is submitted at least one (1) business day in advance of the requested leave by an employee and approved by management regardless of the type of leave. Employees may be required by management to submit a written or electronic leave request.
- ii. Any leave that is not submitted within the required time frame is an unscheduled absence.

17. LEAVE OF ABSENCE

A Leave of Absence is an unpaid leave to allow an employee to take time off from work for personal reasons.

a. Leave of Absence Approval

- i. Approval of a Leave of Absence shall be subject to the needs of the Division. Approval must be obtained from the Department Manager, the Human Resources Manager, and the Superintendent/Director.

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- ii. Examples of situations that may be appropriate for a Leave of Absence include but are not limited to:
 - a. A sabbatical to complete the employee’s education.
 - b. Allow time for student teaching
 - c. To allow time to resolve extraordinary personal issues.

- ii. Leave of Absence Denial
 Denials of leaves of absences are not subject to appeal or the employee grievance process.

b. Unscheduled Absences

- i. An unscheduled absence is an absence that was not requested by the employee and approved by the immediate supervisor and/or manager at least one (1) day prior to the absence. Employees will be required to submit a written or electronic leave request upon their return from an unscheduled absence.

- ii. Unscheduled absences of more than six (6) occurrences within a twelve (12) month period shall be considered excessive and may result in disciplinary action.

- iii. An unscheduled absence from a scheduled work shift is counted as one (1) occurrence. If the employee is off work for more than one (1) consecutive day for the same reason, the multiple day absence will only count as one (1) occurrence.

- iv. Site/Department managers are required to track unscheduled employee absences and maintain attendance tracking records which should include detailed reason for the absence.

- v. Site/Department managers shall be responsible for establishing call-in procedures based on their individual operational needs. Employees’ must follow department call-in procedures to report absences either by telephone, voicemail, email, or text message and should include the reason for the absence and the anticipated length of absence. Management should acknowledge the message within a reasonable timeframe.

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- vi. It is expected that the employee will directly contact his/her immediate supervisor and follow department call-in procedures unless the employee is incapacitated; then another responsible person may contact the employee’s supervisor to report the absence.
- vii. The employee is required to contact his/her supervisor each day the employee will be absent unless the supervisor waives this requirement due to circumstances.
- viii. Receipt of a telephone or email notification by the supervisor does not constitute approval of the employee’s absence. This decision to apply paid leave will be made by the supervisor after the employee has submitted a written/electronic leave request. Documentation may be required to validate the leave request.
- ix. A “No Call, No Show” is when an employee fails to notify their chain of command within two (2) hours of the start of their shift of their unscheduled absence. Generally, a “No Call, No Show” is recorded as Leave Without Pay. This may result in disciplinary action.

C. *Tardiness*

- i. Employees are expected to arrive to work on time and to adhere to lunch and break times (if provided) as defined by management for their position.
- ii. An employee is considered tardy when he/she is not at their assigned work station/location at their scheduled start time.
- iii. Hourly employees who are tardy may be allowed to make up the time during the same day as long as the ‘make up’ time does not accrue an additional benefit to the employee, such as overtime. The employee must receive prior approval from their supervisor to make up the time; however the employee timesheet will still reflect their tardy status.

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d. Leave Requests

i. Forms

Employees must submit a written or electronic leave request for approval prior to or upon their immediate return from leave in accordance with the departmental or divisional procedures and submitted to their supervisor for approval.

ii. Timeliness

A request for Annual Leave of less than three (3) business days should be submitted at least two (2) business days in advance of the requested Annual Leave. Extended Annual Leave of more than three (3) days should be submitted at least one (1) week in advance. Failure to follow this procedure may result in Absence Without Leave.

iii. Documentation

For Military Leave, a copy of the relevant military orders indicating the service obligation and duty organization must be provided to ED Human Resources and the Superintendent/Director with a Leave Request Form.

e. Charging of Leave

i. Availability

Annual or Sick Leave must be available before it is charged. Information on the accrued leave hours can be found on an employee's paycheck stub or with the department's timekeeper.

ii. Leave Exhaustion

If an employee has no accrued leave appropriate to the leave request, leave without pay may be granted at the discretion of the Superintendent/Director but only if the employee has been an exemplary employee. Otherwise, if a leave request is denied and the employee fails to show without an excuse, the absence will be charged as Absence Without Leave and may result in disciplinary action up to and including termination.

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V. PERFORMANCE MANAGEMENT

A. EMPLOYEE EVALUATION

1. PURPOSE

The purpose of this policy is to define the philosophy to be used for the Division Performance Management Program.

2. SCOPE

This policy shall apply to all Division regular employees.

3. POLICY

The Division adheres to a comprehensive employee evaluation policy whose objectives are to:

a. Improve

Improve the performance of the organization by concentrating on the performance improvement of each individual;

b. Excel

Encourage excellence;

c. Fulfill

Fulfill the operational needs of the Division by identifying appropriate employment actions, including termination of employment where applicable, for staff who do not meet standards; and

d. Recognize

Implement performance-related pay adjustment to employees based on job performance.

i. **Certified Contract Employees**

Employees in a Certified job classification are eligible for a performance incentive bonus at the end of the academic year based on achievement of goals subject to funding availability.

ii. **Classified Contract Employees**

Employees in a Classified job classification are eligible for a performance-related base compensation adjustment if they are awarded a contract for the subsequent academic year.

iii. **11-Month Contract Employees**

Employees in an 11-month job classification are eligible for a performance-related base compensation adjustment if they are awarded a contract for the subsequent academic year.

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iv. **12-Month Contract Employees**

Employees in a 12-month job classification are eligible for a performance-related base compensation adjustment if they are awarded a contract for the subsequent academic year.

e. **Align**

Align all performance-related pay increases with available budget resources.

4. PERFORMANCE MANAGEMENT

a. **Responsibility**

All regular employees shall be evaluated by the appropriate supervisor or administrator.

b. **Documentation**

A written evaluation of each regular employee’s job performance shall be completed at least annually.

c. **Recognition**

The evaluation will be used to encourage improved job proficiency, and for recommending continued employment and Merit Pay if applicable.

5. RIGHT TO APPEAL

An employee who is not satisfied with their Performance Evaluation and who is rated below acceptable standards has the right to appeal the content of the evaluation through the “chain of command” up to the Superintendent/Director. The determination of the Superintendent/Director shall be final.

6. STAFF DUTIES AND RESPONSIBILITIES FOR TEACHERS

Board Policy requires that every teacher shall:

a. **Student Learning**

Make student learning the primary focus of the teacher’s professional time.

b. **Student Accountability**

Hold students to strict account for disorderly and other inappropriate conduct.

c. **Student Supervision**

Exercise supervision over students on the playgrounds and during recess if assigned to such duty.

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- d. Maintain Register*
Keep a school register, which the Board shall carefully preserve as one of the records of the school.
- e. Student Promotion / Retention*
Make the decision to promote or retain a student in a grade in the elementary school or to pass or fail a student in a course in high school. Such decisions may be questioned by a parent or guardian through the process set forth in the Student Handbook.
- f. Student Grading*
Reflect the abilities and progress of the student(s) in their student grading, specific grades, letters, or numerical notations.
- g. Compliance*
Comply with all rules, regulations, and policies of the Board that relate to the duties as prescribed.
- h. Curriculum Compliance*
Not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises outside of approved curriculum.

7. COMPLIANCE

A teacher who fails to comply with the above may be subject to disciplinary action by the Board and by the State Board of Education.

8. PERFORMANCE CLASSIFICATIONS

The Education Board adopts the following performance level classifications for the evaluation of certified classroom teachers, principals and assistant principals in grades K through 12 beginning in the 2013-14 school year, and going forward into future school years.

a. Highly Effective

The teacher/principal consistently demonstrates the listed functions and other actions that are above and beyond stated expectations. Teachers that perform at this level should exceed goals and targets established. A Highly Effective rating means that the areas for growth would be to further expand on the strengths and find innovative ways to apply it to the benefit of the school and Education Division.

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b. Effective

The teacher/principal demonstrates the listed functions most of the time. Performance in this area is satisfactory and similar to that of others regarded as good performers. This indicator of performance delivered when rating one as Efficient is that performance is very good.

c. Developing

The teacher/principal sometimes demonstrates the listed functions. A *Developing* rating indicates that the employee performs well at times but requires more consistent performance overall. The teacher/principal demonstrates potential, but must focus on opportunities for improvement to elevate the performance in some domains.

d. Ineffective

The teacher/principal rarely demonstrates the listed functions. The demonstrated performance of this teacher requires intervention. An *Ineffective* rating indicates that performance is not effective and the teacher/principal requires significant improvement. Specific comments are required when rating a standard *Unsatisfactory*. The teacher/principal should be placed on an improvement plan.

B. EVALUATIONS OF CERTIFIED STAFF AND PRINCIPAL ADMINISTRATION

At least annually, the Education Board will discuss at a public meeting its aggregate performance classifications of principals and certified staff/teachers.

The Division will involve its certificated staff/teachers in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

- It will meet the requirements in applicable statutes and/or laws and provide at least one (1) evaluation of each certificated teacher by a qualified evaluator each school year.
- A copy of the evaluation system shall be given to each teacher in the Division.
- Specific training requirements for qualified evaluators.
- The Superintendent/Director will annually recommend qualified evaluators to the Board for Board approval.
- The system will include incentives for teachers in the highest performance classification.
- The system will include a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may

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make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

The Education Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

Either the qualified evaluator or another Board designee shall confer with the teacher to make specific recommendations as to the areas of improvement in the teacher's performance and to provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

The Superintendent or the Superintendent's designee shall issue performance improvement plans for certified staff members/teachers designated in the lowest performance classification and dismissal or nonrenewal procedures for certified staff/teachers who continue to be designated in the lowest performance classification.

The Superintendent or the Superintendent's designee shall issue preliminary notice of inadequacy of classroom performance no later than the second consecutive year that the teacher is designated in one (1) of the two (2) lowest performance classifications unless the teacher is in the first or second year of employment with the Division or has been reassigned to teach a new subject or grade level for the preceding or current school year.

C. SUPERVISION OF EMPLOYEES

1. SUPERVISORY RESPONSIBILITIES

Supervisors shall be responsible for the supervision of personnel assigned to their areas. Supervisor responsibilities shall include the evaluation of their employees.

2. NEW EMPLOYEE ORIENTATION

The ED Human Resources Department shall be responsible for the necessary orientation of new employees.

D. SUPERINTENDENT EVALUATION

1. SUPERINTENDENT EVALUATION

The Education Board shall evaluate the Superintendent at least once each year.

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The evaluation(s) shall relate to the Superintendent's duties, responsibilities, and progress toward established goals. The Superintendent shall provide each member of the Board a copy of the evaluation instrument not later than November 10. The Chairman shall schedule a meeting not later than December 31, when the Board will devote an executive session to the evaluation of the Superintendent's performance, to discuss working relationships between the Superintendent and the Board, and to review the Superintendent's contract (with the Superintendent present). If the Superintendent's contract is in its first year, this initial evaluation will not be a comprehensive evaluation, but will be used to allow the Board to communicate its perspective on the Superintendent's performance to date and to allow the Board and the Superintendent to communicate on performance matters. Additional first-year evaluations may be completed by the Board at the Board's discretion or upon invitation by the Superintendent; however, the first fully comprehensive evaluation will be that which occurs in November of the Superintendent's second year. Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus. A copy of any written evaluation shall be given to the Superintendent. If in disagreement with such evaluation, the Superintendent may respond in writing to the Education Board. Upon the conclusion of the evaluation, the Education Board may determine whether any changes in the compensation and benefits or contract term of the Superintendent are warranted, subject to the following:

- a.* If the Superintendent's contract with the School District is for multiple years, the School District shall not offer to extend or renegotiate the contract until no earlier than fifteen (15) months before the expiration of the contract.
- b.* If the Superintendent's contract with the School District is for a single year, on or before May 15 of each year the Board shall offer a contract for the next school year to the Superintendent unless on or before April 15 the Board gives notice to the Superintendent of the Board's intention not to offer a new administrative contract; this contract may or may not be for the position of Superintendent.
- c.* The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.

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VI. POSITION CONTROL

A. POSITION CREATION

Regular Staff positions are created only with the approval of the Education Board. The Division will attempt to activate a sufficient number of positions to accomplish the Division's goals and objectives.

1. POSITION CLASSIFICATION

Before recommending the establishment of any new position, the ED Human Resources Department will present a job description for the position that specifies the qualifications and the performance responsibilities. The establishment of any new position requires Education Board approval.

B. ASSIGNMENTS AND TRANSFERS

1. ASSIGNMENTS

The Superintendent/Director shall have the responsibility for determining the assignment of all personnel throughout the Division. Such assignments shall be based on the needs of the Division.

2. TRANSFERS

The transfer of staff members will be based on the needs of the Division. Assignments may be changed to serve the best interests of the Division.

3. STAFF ASSIGNMENT PHILOSOPHY

It shall be the policy of the Board that personnel be assigned on the basis of their qualifications, the needs of the Division, Community member and Native American preference, and their expressed desires.

a. Priority

When it is not possible to meet all four (4) conditions, personnel shall be assigned on the basis of the following priorities: first, the needs of the Division and the students/clients; second, where the Superintendent/Director determines the employee is most qualified to serve; third, Community member and Native American preference; and fourth, the expressed preference of the employee.

b. Conflict Resolution

The resolution of any conflicts over the need for a transfer shall be based on the needs of the Division and the students/clients, where the

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Superintendent/Director determines the employee is most qualified to serve, and with regard to Community member and Native American preference, as determined solely by the Superintendent/Director. Such decisions are not grievable or appealable.

c. Applicability

The above applies to transfers within the same job classification and pay grade. Such transfers are not grievable or appealable.

d. Promotion

Promotion of an employee to a vacant position of a greater pay grade is not a transfer and requires Board approval. The exception is a reclassification.

e. Reclassification

Reclassification is the process used to change a position’s description and / or pay range from its current level. Reclassification requests will only be considered if there have been significant changes in the responsibilities of an occupied budgeted position. Please note that a change in the volume of work is not a consideration and does not justify reclassification. Reclassification requests must be justified and submitted on the appropriate reclassification form, listing those new duties which entitle the job to be considered for reclassification. Reclassification of an existing job classification requires Education Board approval, and will be based upon the needs and Operating Budget availability of the Division. Please refer to the Reclassification Procedure for additional details.

f. Reallocation

Reallocation is the process used to change a vacant position’s description and/or pay range to a new job description, pay range, or position[s].

A Reallocation will follow the same process and approvals as a “Reclassification,” except the position being reallocated must be vacant. Reallocation of a position requires Education Board approval, and will be based upon the needs and Operating Budget availability of the Division.

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g. Voluntary Demotion

Requests for voluntary demotions will be based on employee performance, qualifications and overall suitability for the job class. Voluntary demotions require approval from the manager and the Superintendent/Director prior to being ratified by the Education Board. In order to be classified as a voluntary demotion, the employee must willingly agree to the new job class/description and related pay grade. The voluntary demotions are non-appealable.

h. Involuntary Demotion

An involuntary demotion may occur when an employee is unable or unwilling to perform the essential duties and functions of his/her position at a satisfactory level. The employee’s immediate supervisor will document and issue proper notice to the employee of their unsatisfactory work performance prior to initiating an involuntary demotion process. Involuntary demotions may occur when: 1) the employee’s job performance is not so egregious as to warrant dismissal; 2) the employee has on-going knowledge or skill that is valuable to the Education Division; and 3) accommodations are available to place the employee in a vacant position, a reclassified position or the like. Involuntary demotions require approval of the Education Board.

C. REDUCTION IN FORCE

1. ANNUAL REVIEW

The number and type of positions required to implement the Division’s education program will be determined annually by the Board, consistent with the authorized budget.

2. REDUCTION DETERMINATION

Whenever the Board determines, due to reasons such as decrease in enrollment, program changes, budgetary or financial limitations or the like, that a reduction in force is necessary, the Board shall determine the number and types of positions to be reduced. The number and type of certificated staff positions required to implement the Division's educational program will be determined by the Board after recommendation from the Superintendent/Director. In the event the Board decides to release certificated staff members, and all other classifications of staff members, the following guidelines will be in effect:

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- The Superintendent shall submit to the Board recommendations for the reduction in force of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
 - Staff needs to continue educational programs at the highest possible level of effectiveness.
 - Educational and other qualifications, including federal and state requirements, that are needed to accomplish the Division's educational programs and mission.
 - Job performance, competency and effectiveness as recorded in written evaluations and other evidence of a staff member's performance, corrective disciplinary actions, attendance and compliance with Division policies and mandates.
 - Overall teaching experience in relevant grade levels and subjects, including experience at other comparable educational institutions or in other comparable programs.
 - Division specific academic training on division initiatives or programs.

Employee tenure and seniority may be considerations in retention determinations.

3. EMPLOYEE NOTIFICATION

Affected employees shall be notified of their status by the Superintendent/Director as soon as reasonably possible after the Board action announcing the number and types of positions to be reduced.

VII. RECORDS MANAGEMENT

A. PERSONNEL RECORDS

1. CERTIFICATION DOCUMENTATION

The Board requires that all professional employees supply the ED Human Resource Department with current and complete official transcripts of all college credits and proof of certification for the position.

2. EMPLOYEE RESPONSIBILITY

It is the duty and responsibility of each certificated employee to keep such certification and proof of college credits current. An employee will not advance on the salary scale until they provide official transcripts of the necessary college credits for advancement and then only for the next following contract year. Certified employees are responsible for submitting their current Arizona Department of

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Education (ADE) Certificate prior to the expiration of the existing ADE Certificate. Certified employees are also responsible for maintaining a valid AZ Department of Public Safety (DPS) Fingerprint Clearance Card. All other employees are responsible for maintaining either a valid AZ DPS Fingerprint Clearance Card, where applicable, or current background check including fingerprints.

3. PERSONNEL FILE

The Division will maintain an official personnel file for each Division employee.

4. CONFIDENTIALITY

All documents within a personnel file are confidential, and the Division may create such sub-files within a personnel file as are appropriate to ensure confidentiality and efficient use of the file.

a. Access Limitation

Access to personnel files will be limited to authorized individuals, officials.

b. Board Access

Individual Board members shall have access only when specifically authorized by the Board for a legal purpose as evidenced by action of a quorum of the Board in a legal meeting properly noticed.

c. Employee Access

Employees may review their own files by making written requests to the ED Human Resources Department.

d. Additional Confidentiality

Confidential information obtained prior to an employee's employment, such as recommendations, may not be available for review by the employee.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Personnel files shall not contain medical information as defined by HIPAA regulations.

6. PUBLIC ACCESS

Documents within a personnel file may not be reviewed by the public unless that disclosure is compelled by a court of competent jurisdiction.

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VIII. TRAINING AND PROFESSIONAL DEVELOPMENT

A. STAFF ORIENTATION AND TRAINING

1. NEW EMPLOYEE ORIENTATION

The ED Human Resource Department will establish a program to provide orientation for all new Division employees.

2. STAFF DEVELOPMENT

a. *Philosophy*

The Board recognizes its particular responsibility to provide opportunity for the continual professional growth of its employees. Such opportunities include, within budgetary limitation, special in-service training courses, workshops, school visitations, conferences, professional library, and assistance from supervisors and consultants.

b. *Educational Research*

In line with such opportunities, the Board may allow educational research by employees when the conduct of the project does not conflict with the major functions of the schools or any educational program and when such research has been approved by the Board and the SRPMIC Council.

c. *In-Service Training Courses*

The Superintendent/Director may establish local in-service training courses for teachers and other employees in the schools and the Division: credit for which may be granted, at the Superintendent/Director's sole discretion, beyond the bachelor's degree in the manner that graduate courses in institutions of higher learning are taken into account.

B. SUCCESSION PLANNING

The purpose of this policy is to define a Succession Planning Policy that Division management and supervisors will use as a guide to staff development efforts.

1. SUCCESSION PLANNING PHILOSOPHY

The Division recognizes that the loss of key employees is a risk that can affect the ability of the Division to function effectively. The Division seeks to mitigate that risk by striving to attract and retain quality employees. Nevertheless, it is recognized that key staff may leave the organization and planning for that event is an important management responsibility.

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2. SUCCESSION PLANNING SCOPE

This policy shall apply to all employees in the Division.

3. SUCCESSION PLAN

a. Retention

The Division is committed to retaining employees by providing a quality working environment based on mutual respect and organizational achievement; by providing a quality compensation package; and by encouraging employee efforts toward professional development.

b. Training

Division managers and supervisors are encouraged to provide professional development opportunities, including cross training, for employees who could potentially assume acting roles through the use of:

i. Training Needs Assessments

The Division may conduct a training needs assessment to identify the strengths of and opportunities for improvement for current staff.

ii. Training Plan Development

Individual Training Plans may be developed as a result of a training needs assessment to provide a structured method of focused development efforts.

iii. Performance Management Program

Establishment of goals, objectives and benchmarks for staff to achieve is a key component of any staff development program; therefore, those goals should be incorporated into the employee's performance management plan.

iv. Special Assignments

Periodic special assignments to give employees the opportunity to learn new skills may be used to further expand employee knowledge.

v. Mentoring

Mentoring programs may be established to provide advice and support to employees.

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c. *Key Positions*

Key positions are positions that are critical to the day-to-day operation of the Division. These positions are generally managerial positions that perform tasks that cannot be readily filled by temporary or contracted staff and that cannot remain vacant for extended periods. Key positions include:

- i. Superintendent/Director
- ii. Assistant Superintendent
- iii. Principals and Leaders
- iv. Managers
- v. Supervisors
- vi. Coordinators
- vii. Designated Key Staff

d. *Division Structure*

i. **Policy and Procedural Structure**

The Division strives to provide ready access to the policies and associated operating procedures that guide the organization’s day-to-day operations. These policies and procedures, in part, provide a mechanism to transition organizational knowledge from employee to employee as the organization evolves.

ii. **Organization Structure**

The organizational structure of the Division clearly defines the reporting relationships and programmatic alignments within the Division. This structure further supports effective transition processes.

e. *Coverage for Key Position Vacancies*

i. **Orderly Transition**

Immediately upon notification of the loss of a key employee, the employee’s immediate supervisor shall develop a Transition Action Plan to assure continuation of services involving other staff as appropriate. When possible, the supervisor will work with that employee to identify and plan for:

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1. Projects: Outstanding issues and/or projects and their status for both the departing employee and his / her employees.
2. Deadlines: Cyclical deadlines and tasks for meeting those deadlines.
3. Contacts: Key contact information.
4. Records: Records to be transitioned including both project information files and notes on employee performance.

ii. **“Acting” Appointments**

When a vacancy occurs in a key position an “acting” appointment may be made whenever practical.

1) **“Acting” Appointment Definition**

An “Acting” appointment is a temporary assignment of new duties to an employee to provide coverage for a key vacancy.

2) **Authority to Appoint an “Acting” Assignment**

The determination of the appropriate candidate for the “Acting” appointment shall be made by the Superintendent/Director in writing. Depending on the employee’s current pay grade and other criteria, the employee may receive an increase in their salary to the minimum salary amount of the “Acting” Position’s Pay Grade Range. If the vacancy is the Superintendent/Director, the determination of the appropriate candidate for the “Acting” appointment shall be made by the Education Board.

3) **Determination of “Acting” Assignment**

Generally the employee assigned to an “acting” appointment will be identified from among the employees that reported to that manager position; however, an appointment may be made across organizational boundaries based on skill and experience.

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- 4) **“Acting” Appointment Duration**
The duration of an “acting” appointment shall be as short as is practical.
- 5) **Coaching Support**
The employee in the “acting” assignment shall be assigned a “coach” to provide advice and support.
- 6) **Consulting Services Support**
If there is a skill set that is required, but that cannot be identified within the organization, consulting services may be required to meet organizational needs.
- 7) **“Acting” Appointment Planning**
The employee who is assigned to an “Acting” appointment shall receive a written description of the assignment and a statement of short and intermediate goals. A Transition Action Plan may be necessary to assign work formerly completed by the Acting employee to another staff member.

- iii. **Recruiting**
Recruiting for key positions shall be expedited and actively managed to minimize the duration of the vacancy.

C. UNDERFILL PROGRAM

1. PHILOSOPHY

The Division provides an Underfill Program with opportunities for education and training (including on-the-job training) to enrolled members of the SRPMIC, so that they can meet the minimum job requirements for certain positions that are appropriate for underfill.

2. SCOPE

All vacant Division positions should be considered for underfill hiring.

a. Standards

Certain positions, however, may have special qualifications that cannot be waived.

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- i. For example, if a license or certification is required, the position is not eligible for underfill for a candidate who does not meet the licensing or certification requirements.
- ii. School accreditation is dependent upon maintaining state mandated qualifications which cannot be waived.
- iii. Positions for which no one is available to train and mentor an underfill employee, such as newly created positions, are also not eligible for underfill.

b. Underfill Plan

Each underfill employee must have a written plan for training (including on-the-job training) and/or education.

c. Training Team

Each underfill employee must have a training team appointed by Superintendent/Director to develop and implement the training plan of the underfill employee.

d. Training Cost

All training, tuition, books, and educational materials will be funded by the Division in which the employee is working in an underfill capacity.

e. Compensation

Starting salaries for underfill employees will be set at no more than 10% below the minimum of the pay range for the job class.

f. Performance Management

Underfill employees will receive regular performance evaluations and salary adjustments the same as regular employees.

3. LIMITATION

An underfill employee may train another underfill employee only with the approval of the Superintendent/Director.

D. INTERNSHIPS AND EXTERNSHIPS FOR HIGHER EDUCATION STUDENTS ONLY

1. PHILOSOPHY

The purpose of this policy is to establish parameters for the provision of professional field experience for student interns/externs seeking field experience

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with the Education Division. Student interns/externs may also be student teachers. For purposes of this policy, the student interns/externs shall be higher education students and thus enrolled in a higher education institution, i.e. a university or college.

It is the intent of the Education Board to partner with higher education institutions to support and encourage field experience in the Education Division by offering field experience first to: 1) qualified enrolled Community Members and then to 2) qualified enrolled members of federally recognized tribes and then to 3) other qualified applicants.

2. POLICY

a. Externships

The Superintendent / Director of Education may authorize an externship, which is generally unpaid and does not provide for college credit. Job-embedded experience is the focus. Externships are intended to give a short, real-life preview of a career.

b. Internships

The Superintendent / Director of Education may authorize an internship, which is generally unpaid and generally provides for college credit. Job-embedded experience is the focus.

c. Coordination

The Superintendent / Director of Education shall appoint a staff member to:

- i. Assure that an Affiliation Agreement is in place for each educational institution before field experience is authorized.
- ii. Act as an Educational Coordinator to facilitate appropriate and fair placement of student intern/extern in assignments, and to monitor the progress of the student while placed. All documentation shall contain exact dates and timeframes of the internship.
- iii. Assure the Educational Coordinator provides regular updates regarding the progress of the student while placed.

d. Approval

A qualified teacher employed by the Education Division may serve as a supervisor to a university or college student who needs field experience as a student intern/extern to meet field experience requirements to

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complete his or her training to become a certificated teacher. The qualified teacher’s principal may submit a recommendation of support, and seek approval from the Superintendent/Director.

A qualified principal employed by the Education Division may serve as a supervisor to a university or college student who needs field experience as a student intern/extern to meet field experience requirements to complete his or her training to become a certificated administrator and/or other specialist.

The Superintendent/Director is the only authorized authority to approve internships/externships with a university and the intern/extern.

e. Confidentiality and Proprietary Information

The student intern/extern must sign all confidentiality agreements, non-collusive and conflicts of interest affidavits. Additionally, the Technology Acceptable Use Agreement must signed. Student interns shall adhere to Division policies during the course of their placement.

Should a student intern/extern’s course-work assignment require confidential and/or proprietary information, owned by the Division, be needed for their university program, then the student shall be required to submit a request of confidential or proprietary information.

The student intern/extern is responsible for notifying the Educational Coordinator and Superintendent/Director as to what records, if any, they wish to release or include in any course-work assignments.

f. Background Check

The student intern/extern must sign and deliver to the Education Human Resources Office a Field Experience agreement and must complete and successfully meet approved background check and drug testing requirements before starting their field experience.

g. Employment Status

A student intern/extern is not an employee of the Education Division. A student intern/extern is not guaranteed future employment. If a position is available, the student intern/extern is encouraged to apply for open positions.

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If a student intern/extern is already an employee, the student intern/extern/employee is required to complete all assigned tasks as per their job description and in accordance with their supervisor’s assignments.

h. Employee Relations as it relates to Student Interns/Externs

If there is an employment/internship/externship relations issue, then the issue must be addressed with both Edu Human Resources and the Education Coordinator.

If the student intern/extern is an employee, then the matter will follow the employee relations policies and protocols in place for employees.

If the student intern/extern is not an employee, then the Edu Human Resources and Education Coordinator will make a recommendation to the Superintendent/Director for either mediation, dismissal and/or another course of action, which meets the best interest of the Division.

i. Procedures

The Superintendent / Director shall adopt “Field Experience” procedures to implement this policy including assuring:

- i. Proper development of the Field Experience agreement,
- ii. Acknowledgement of university supervision requirements,
- iii. Monitoring of student performance, and
- iv. Generation of appropriate completion reports to the university.

IX. WORK HOURS

A. STAFF SCHEDULES AND CALENDARS

1. NON-EXEMPT (HOURLY) EMPLOYEES

It is Board policy that all non-exempt employees shall report to their duty stations on time each business day and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave.

2. EXEMPT (SALARIED) EMPLOYEES

All exempt employees shall report to their duty stations in a timely manner and shall be available to perform their duties at all proper times. The Division

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management may alter or extend the work day for meetings, special events, and activities.

3. OBSERVANCE OF SCHEDULE

Staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned.

4. FAMILY MEMBER PROHIBITION

Family members are not allowed in work areas during scheduled duty hours, unless:

1. The family member is enrolled in the SRPMIC’s child care program,
2. The family member is at school in accordance with the SRPMIC’s Breastfeeding Policy 5-2, or
3. Prior approval is granted by the Division management.

B. TEACHER ASSIGNMENTS

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly.

C. EXTRA DUTY STIPEND ASSIGNMENTS

Teachers will perform duties other than classroom teaching. Extra duty stipend assignments will be made by the Superintendent/Director and/or site administrator.

D. NON-EXEMPT (HOURLY) EMPLOYEE SCHEDULE

1. STANDARD WORK HOURS

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent/Director may designate other workweek structures to meet varying conditions and needs of the Department.

2. NOTIFICATION OF SCHEDULE CHANGE

Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

3. OVERTIME HOUR CALCULATION

For the purpose of calculating regular and overtime hours, the Division’s designated workweek shall begin at 12:01 a.m. on Sunday and conclude at 12:00 midnight the following Saturday.

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4. OVERTIME PAY

Non-exempt (hourly) employees who actually work more than forty (40) hours per week shall be paid at the rate of time and one-half for hours in excess of forty (40). The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

X. EMPLOYEE RELATIONS

A. STAFF INVOLVEMENT IN DECISION MAKING

It shall be the policy of the Board to encourage employee input in the decision making process for the Division. The Superintendent/Director is authorized to establish such committees as necessary to recommend policies and regulations that will enhance the operation of the Division.

B. STAFF COMMUNICATION

It is the policy of the Division to maintain confidentiality of all matters as well as to comply with all applicable policies and administrative procedures. In keeping with this intent, staff shall follow the chain of command and first address complaints and grievances with their immediate supervisor. Staff shall refrain from communicating complaints and grievances with the Education Board in its entirety and seeking resolution of the matter without addressing through available policies and administrative procedures. Refer to this policy section X.C.4.

C. STAFF GRIEVANCES

It is the policy of the Division to treat employees fairly in all respects.

A grievance is a complaint by an employee alleging a violation or misinterpretation, as to the employee, of any Division policy or regulation that directly and specifically governs the employee’s terms and conditions of employment. Discipline, suspension and termination are not grievable matters. Assignment, reassignment, or transfer of an employee to another position or duties are not grievable beyond the Superintendent/ Director, unless there is a reduction in compensation.

Terms and conditions of employment mean the hours of employment, the application of compensation, including fringe benefits, and the application of the employer’s personnel policies directly affecting the employee.

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1. RIGHT TO GRIEVE

Employees who feel that they have a grievance, as defined by these policies, will have the right to submit their grievances in writing to their immediate supervisor pursuant to this policy. Employees who feel that they have a grievance involving their immediate supervisor will have the right to submit their grievances in writing to their immediate supervisor’s supervisor pursuant to this policy. Failure to use this policy constitutes a waiver of an employee’s grievance. Failure to use this process in pursuing a complaint may subject an employee to disciplinary action.

2. PROHIBITION AGAINST REPRISAL

Persons filing a grievance shall be free from restraint, duress, coercion, discrimination or reprisal. All employees are covered by this policy.

3. TIMELINESS

A grievance should be processed as rapidly as feasible; hence the number of days indicated at each level considers the appropriate number of maximum working days, which are also known as business days. The following criteria applies to all grievances.

a. Cooperation

The parties in interest will cooperate to expedite the process.

b. Compliance with Timeliness

If at any level of a grievance procedure, an appeal is not filed within the time limits provided; the grievance will be terminated, deemed resolved at that point in the process and further steps by the grievant shall be deemed waived.

c. Timeliness Extension

The time limits may be extended by written mutual agreement or by Superintendent/Director’s written determination that additional time is needed for investigation.

d. Grounds for Extension

Illness or unavailability of a party in interest may be grounds for extension of the grievance procedure time limits.

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e. Timely Decision

Failure of the administrative official to render a decision within the time limit indicated automatically authorizes the grievant to proceed to the next higher step in the grievance procedure.

4. STAFF GRIEVANCES

As defined in this policy, a grievance is a complaint by an employee alleging a violation or misinterpretation, as to the employee, of any Division policy or regulation that directly and specifically governs the employee’s terms and conditions of employment. Discipline, suspension and termination are not grievable matters. Assignment, reassignment, or transfer of an employee to another position or duties are not grievable beyond the Superintendent/ Director, unless there is a reduction in compensation, specifically pay grade or pay range. Refer to this policy section X.C.

It is the intent of the Division to attempt to resolve all grievances promptly, informally, confidentially, and at the lowest possible administrative level, in accordance with the following:

a. Level One – Immediate Supervisor

i. Step 1 – Verbal Grievance

- The employee with a grievance must, first, attempt to resolve it informally by discussing the issue with the immediate supervisor within ten (10) business days after the employee became aware of the act or condition upon which the grievance is based.
- The immediate supervisor shall have up to ten (10) business days after learning of the grievance to consider the matter and give an answer verbally to the employee.

ii. Step 2 – Written Grievance

- If the grievance is not resolved informally in Step 1, the employee may file the grievance with the immediate supervisor in writing within ten (10) business days after receiving the answer in Step 1.
- The written grievance shall:
 - Describe the nature of the grievance and the facts giving rise to it.

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- Note the policy provisions alleged to be violated, misinterpreted, or misapplied and the position of the employee with respect to such provisions.
- Include a summary of the oral exchange between the aggrieved person and the alleged aggressor in the written grievance.
- State the specific remedy requested to resolve the grievance.
- The immediate supervisor shall have up to ten (10) business days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the aggrieved party.

b. Level Two – Appeal of Written Grievance to Human Resources

Department

- If no mutually agreeable settlement is reached after exhausting **Level One Step 2**, the employee may file the written grievance with the Human Resources Department within ten (10) business days after receiving the answer in Level One Step 2, requesting that the immediate supervisor’s decision be reviewed.
- Within ten (10) business days after receiving the written complaint, the Human Resources Department will hold an interview with the aggrieved person.
- The Human Resources Department will have up to ten (10) business days, after receiving the written grievance, to investigate the matter by evaluating all the evidence including the applicable policy provisions alleged to be violated, misinterpreted, or misapplied, to make a decision, and to communicate the decision in writing to the employee.

c. Level Three – Appeal of Written Grievance to the Superintendent/Director

- If no mutually agreeable settlement is reached in **Level Two**, the employee may file the written grievance with the Superintendent/Director within ten (10) business days after receiving the answer in Level Two, requesting that the Human Resources Department’s decision be reviewed.

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- Within fifteen (15) business days after receiving the written complaint, the Superintendent/Director will hold an interview with the aggrieved person. The Superintendent/Director will investigate the matter by evaluating all the evidence including the applicable policy provisions alleged to be violated, misinterpreted, or misapplied, to make a decision, and to communicate the decision in writing to the employee.
- If the written grievance is against the Superintendent/Director, then the aggrieved person may instead submit their appeal to the Assistant Superintendent.
- If the written grievance is against the Superintendent/Director, within fifteen (15) business days after receiving the written complaint, the Assistant Superintendent will hold an interview with the aggrieved person. The Assistant Superintendent will investigate the matter by evaluating all the evidence including the applicable policy provisions alleged to be violated, misinterpreted, or misapplied, to make a decision, and to communicate the decision in writing to the employee.

c. **Level Four – Education School Board**

Step 1 – Appeal of Written Grievance to the Education Board

- If the aggrieved person is not satisfied with the decision of the Superintendent/Director (or Assistant Superintendent), the aggrieved person may appeal in writing for a formal hearing by the Education School Board.
- i. The below shall provide for Board review of any grievance that cannot be resolved at Level Three.
 - Within five (5) business days following notification to the aggrieved person of the Superintendent’s (or Assistant Superintendent’s) decision, any written request for appeal shall be submitted to the Board Secretary.
 - Such request shall be in writing and shall contain the basis for the appeal to the Education Board, including the written record of the grievance submitted at prior levels, all decisions and attempts to resolve the grievance, specific citation to the policy or policies and/or administrative regulations allegedly violated, the act or acts out of which the grievance arose, identification of relevant facts, statements, witnesses to include dates, times and places and the specific remedy sought.

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- The Education Board may choose to call a hearing and hold an interview with the aggrieved person. However, the Education Board may opt to review all written documentation and provide a written response based upon prior statements, records, and responses submitted during Levels One through Three. The aggrieved person shall refrain from discussing their appeal with the Education Board members except at a designated hearing, if one is held.
- The Board, at a time of its choosing, shall convene to review the grievance on the record and shall issue a written response to the aggrieved person within fifteen (15) business days following such review.
- The decision of the board is final.

XI. PROHIBITED HARASSMENT POLICY

A. PURPOSE

To establish a policy concerning allegations of, and reporting procedures for, harassment incidents based on any prohibited category including gender, sexual orientation, age, religion, race, national origin, disability, or pregnancy, as determined by the SRPMIC or by applicable law.

B. DEFINITIONS

Harassment – consists of unwelcome conduction, whether verbal, physical or visual that is based on a person’s race, national origin, religion, age, pregnancy, gender, sexual orientation or disability that creates an intimidating, hostile or offensive work environment. The behavior can be express, implied, verbal, written, visual or physical in nature.

Examples of harassment could include, but are not limited to the following:

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- a. Verbal comments of a provocative or suggestive nature.
- b. Inappropriate jokes, slurs, or innuendoes related to the prohibited categories.
- c. Suggestive looks, demeaning looks, or leering.
- d. Posting pictures or posters of an offensive or suggestive nature in the work environment.
- e. Unwelcome physical contact such as patting, pinching, giving neck/back rubs, or inappropriately brushing against another.
- f. Making unwelcome sexual conduct, advances, or requests for sexual favors of any nature a condition of employment, continued employment or work conditions.

C. POLICY

- a. It is the policy of the Education Division to provide a business-like work environment for all Division employees free from all forms of prohibited harassment. Harassment that affects job benefits, interferes with an employee’s work performance, or creates an intimidating, hostile or offensive work environment will not be tolerated.

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- b. No employee shall be subjected to unsolicited or unwelcome overtures or conduct, whether verbal, physical, or in any other form, based up any prohibited category.
- c. The identities of persons involved in the investigation shall be kept confidential to the highest extent possible.
- d. Harassment will be treated as misconduct with appropriate disciplinary action. (Refer to XV. Discipline)
- e. Retaliation is a serious violation of this policy and must be reported immediately to the ED Human Resources Department. Any person found to have retaliated against another for the good faith reporting of prohibited harassment will be subject to appropriate disciplinary action. (Refer to XV. Discipline)

D. PROCEDURE

- a. Any employee who has been the victim of prohibited harassment or has witnessed such harassment shall report it immediately to the ED Human Resources Department. The ED Human Resources Department will immediately notify the Department Director or designee of the allegation. At the employee’s sole discretion, the employee may also report an allegation to someone in his/her chain of command or to the other members of Education Division management; however, the person to whom the report was made must immediately report the allegation to the ED Human Resources Department.
- b. Failure to immediately report a violation of this policy will not prevent an investigation and appropriate disciplinary action. (Refer to XV. Discipline)
- c. The ED Human Resources Department or its designee is responsible for conducting the investigation and working with management regarding appropriate disciplinary action.

XII. WHISTLEBLOWER POLICY

A. NOTES

The Whistleblower Policy extends beyond the law by encouraging reporting of law violations as well as prohibiting retaliation.

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B. POLICY

If any employee reasonably believes that some policy, practice, or activity of the Division is in violation of law, a written complaint may be filed by that employee with the Superintendent/Director or if the Superintendent/Director is allegedly involved, with the Education Board Chair.

It is the intent of the Division to adhere to all laws and regulations that apply to the Division, and the underlying purpose of this Policy is to support the Division's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of the Division and provides the Division with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

The Division will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of the Division, or of another individual or entity with whom the Division had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

The Division will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of the Division that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of the environment.

XIII. ETHICS

A. PHILOSOPHY

Every employee assumes responsibility for providing leadership in the Division, School and the SRPMIC. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

B. ETHICAL BEHAVIOR

All Division employees shall:

a. Student Well-being

Make the education and well-being of students the fundamental value of all decision making and actions.

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- b. *Proper Relationships***
Maintain just, courteous, professional, and proper relationships with students, parents, staff members, and others.
- c. *Strive for Knowledge***
Strive for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- d. *Honesty & Integrity***
Fulfill job responsibilities with honesty and integrity.
- e. *Civil Rights***
Support due process and protect the civil rights of all individuals.
- f. *Constructive Feedback***
Provide constructive criticism directly to the school administrator who has the responsibility for improving the situation.
- g. *Respect for Law***
Comply with applicable Community, state and federal laws and not knowingly join or support organizations that advocate, directly or indirectly, the unlawful overthrow of the government.
- h. *Comply with Policy***
Implement and comply with the Board's policies and administrative rules and regulations.
- i. *Appropriate Message***
Refrain from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- j. *Resolve Issues***
Pursue appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- k. *Appropriate Influence***
Avoid using position for personal gain in political, social, religious, economic matters, or other influence.
- l. *Professional Development***
Maintain the standards and seek to improve the effectiveness through thorough research and continuing professional development.
- m. *Protect Assets***
Stress the proper use and protection of all school property, equipment, and materials.
- n. *Honor Contracts***
Honor all contracts until fulfillment or release.

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- o. Student Welfare*
Establish and support the welfare and success of students as a fundamental value and goal of the School.
- p. Appropriate Relationships*
Support and maintain appropriate relationships with staff, parents, students, and others that work to enhance the Division's mission.
- q. Organizational Contributions*
Work to develop the knowledge and skills that lead to improvements in the employee's contribution to the Division.
- r. Confidentiality & Discretion*
Take no personal or private actions that compromise the Board, Administration or Community Council and respect confidentiality of privileged information.
- s. Conflict of Interest*
Not violate the policy on Conflict of Interest.

C. CONFIDENTIALITY

In the performance of duties, employees shall keep in confidence such information as they may receive or obtain unless disclosure is approved and serves the Division’s purpose or is required by law.

D. STAFF PARTICIPATION IN POLITICAL ACTIVITIES

- 1. PHILOSOPHY**
The Board recognizes the right of its employees, as citizens, to engage in political activity.
- 2. WORK HOURS**
Employment time may not be used for political purposes unless it has been approved by the Board.
- 3. POLITICAL GAIN**
Employees will not use their offices or duty time for political gain for themselves or for others.
- 4. COUNCIL SANCTIONED ACTIVITIES**
This prohibition does not include sanctioned political action on behalf of the SRPMIC Council or the Division.

E. CODE OF ETHICS

As employees of the Education Division, our mission is to educate all students to their maximum potential. The Code of Ethics is intended to help the Division achieve success by increasing trust, setting common expectations, establishing commitment and

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teamwork within the Division, and developing a greater understanding of the impact of a Code of Ethics on the total community.

A Code of Ethics helps develop trust by describing what the Community can expect from us, and what we can expect from each other and our Division. It plays a central role in the Division’s commitment to help employees achieve the highest ethical standards in their professional activities and relationships. The goal is to create a culture that fosters trust, commitment to excellence and responsibility, personal and institutional integrity, and avoids conflicts of interest and appearances of impropriety.

1. APPLICABILITY AND ENFORCEABILITY

The Code of Ethics applies to all Division personnel, volunteers, Education Board Members, officials and others acting on behalf or relative to the Division. Violations of this Code of Ethics may result in administrative or disciplinary action.

2. CORE PRINCIPLES

To help the Division achieve our mission, we are committed to three core ethical principles:

- a. Commitment to Excellence
- b. Division and Personal Integrity
- c. Responsibility

3. MAKING ETHICAL DECISIONS

While the Code of Ethics provides general guidance, it does not provide a complete listing or a definitive answer to every possible ethical situation. When making decisions, we should use good judgment to fulfill the spirit as well all the letter of this Code of Ethics.

The Code of Ethics includes but is not limited to documents such as SRPMIC Council Policies and Ethical Standards, Education Board policies, applicable federal, state and tribal laws including the tribal code and ordinances, rules, procedures and bulletins that provide more detailed guidance. The foregoing are adopted into this Code of Ethics and shall become a part of it and shall be enforceable against employees and others as noted above. When making decisions:

- a. **Evaluate** the situation and identify the ethical issues.
- b. **Follow the rules.**

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- i. Consult the Code of Ethics, applicable federal, state and tribal laws including the tribal code and ordinances, SRPMIC Council Policies and Ethical Standards, Education Board policies, Education Division policies, rules, regulations, and bulletins and apply them to the situation.
- c. **Ask for guidance** from your supervisor.
 - i. If your supervisor is involved in the problem, contact his or her supervisor, or the ED Human Resources Department for help. Ask for help early, before you act.
- d. **Make and carry out a decision** that is consistent with the rules and develops excellence, integrity and responsibility.
- e. **Contact the ED Human Resources Department**
 - i. For advice, help, training, copies of ethics publications or more information on the ethics program visit our website or contact us directly.

4. COMMITMENTS AND EXPECTATIONS

To achieve our mission of educating students, the Division strives to create an organizational culture that fosters trust and focuses on excellence. Our goal is to develop an environment that is personally fulfilling, supports ethical decision-making, and provides a setting where hard work, creativity and innovation are the norm. To succeed, we must have the same expectations about how we will practice our commitment to excellence, integrity and responsibility in our everyday work.

a. Commitment to Excellence

The Division is committed to having the best schools and personnel to meet the challenge of continued improvement and educating our students to their maximum potential. Everything we do has an impact on the classroom.

- i. **Set the example**
We are committed to providing the best example we can, striving to demonstrate excellence, integrity and responsibility in our work.
- ii. **Create an environment of trust, respect and non-discrimination**
We are committed to creating an environment of trust, care and respect. We will not tolerate discriminatory or harassing behavior of students or staff.

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- iii. **Provide honest, accurate and timely information**
We are committed to candor in our work relationships, providing other Division personnel including supervisors and senior staff members with accurate, reliable and timely information.
- iv. **Identify problems and help create solutions**
We are committed to identifying areas for improvement within the Division and suggesting and implementing solutions that make us more successful.
- v. **Keep policies, procedures and rules**
Our rules, policies and procedures are the foundation of trust and how our Division conducts everyday business. They define our expectations and evaluation criteria. We are committed to following SRPMIC Policies and Ethical Standards, Education Board Policies, this Code of Ethics, applicable federal, state and tribal laws including the tribal code and ordinances, Division rules, regulations, bulletins, and procedures.
- vi. **Report improper conduct**
When someone does well, it reflects well on all of us. When we make a mistake, we strive to correct it and learn from it. We are committed to reporting gross mismanagement, significant waste of funds, abuse of authority, threats to safety, violations of our Code of Ethics, applicable federal, state and tribal laws, rules, regulations, bulletins, policies and procedures, or other conduct that damages our integrity or reputation. Such violations shall be reported to the proper immediate supervisor and/or Superintendent/Director. Such violations shall immediately be reported to the ED Human Resources.
- vii. **Keep colleagues safe from retaliation**
We are committed to creating a work environment where problems can be reported and solved. We are prohibited from threatening, harassing, punishing or retaliating against employees who make good faith reports.

b. Division and Personal Integrity

To maintain our integrity, we are committed to making decisions in the best interests of the Division. We will avoid conflicts of interest and the appearance of impropriety.

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i. **Avoid conflicts of interest and improper outside income**

A conflict of interest can exist anytime our position or decisions provide us a financial benefit or improper advantage. We are permitted to receive outside income as long as it does not create a conflict with work in the Division. We are committed to declining outside income that might be perceived as inconsistent, incompatible or in conflict with our official duties or which compromises or diminishes our effectiveness as a Division employee. We will not make decisions or use our position for personal benefit or to gain an improper advantage.

ii. **Decline gifts**

A gift is a benefit we receive for which we did not pay. Gifts can include merchandise, food, tickets, use of facilities, investments, rebates or discounts not offered to the public, or forgiveness of debt from contractors, lobbyists, parents, students or others. Acceptance of gifts shall be in accordance with all applicable Community and Education Division HR Personnel policies or any other applicable policy in effect.

We will not accept gifts or gratuities for personal use unless the gift is reported to the employee's immediate supervisor within two (2) business days and approval is received to keep the gift.

We will not accept a gift that gives the appearance that the gift improperly influenced our decisions regardless of the amount. We will not solicit contractors, lobbyists, parents or others for anything that provides us a personal benefit different from the public.

Accepting any fee, gift or other valuables in the course of his or her employment for the employee's personal use is considered to be unethical conduct unless the gift is reported to the employee's immediate supervisor in writing within two (2) business days and approval is received to keep the gift. This provision will not prohibit acceptance by an employee of food or refreshments that are incidental to a business meeting, or unsolicited advertising or promotional material of nominal value. Refer to entire XV. Ethics and XVI. Discipline.

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- iii. **Improper influence of family members and associates**
We are committed to abstaining from decisions that could result in a direct benefit to a member of our “family circle” as defined by the Leave Policy, or co-habitant including, but not limited to, hiring, promotion, discipline, evaluation or direct supervision.
- iv. **Maintain appropriate relationships with students**
We are committed to ensuring that employee-student relationships are positive, professional and non-exploitative. We will not tolerate improper employee-student relationships.
- v. **Keep procurement information confidential**
To reinforce public trust and confidence in our procurement processes, we are committed to ensuring that procurement information is kept confidential, used only in the performance of our duties, and not released early to potential contractors.
- vi. **Keep the contracting process objective**
We are committed to making contract award recommendations in the best interest of the Division. From the time a Request for Proposal (RFP), specification or other contract document is issued until the staff recommendation is made public, we will not have contact concerning the contract with contractors participating in the process or their representatives.
- vii. **Uphold Division interests in hiring and promotion**
We are committed to hiring and promoting Division personnel based on their qualifications and the job-criteria of the position, and will not tolerate practices that are not based on objective candidate evaluation.

C. Responsibility

We are committed to holding each other responsible for our performance as a Division and as individuals.

- i. **Proper use of Community position**
We are committed to ensuring that our power and authority are used in an appropriate, positive manner that enhances the Community interest and trust. We will not use our authority to improperly influence people or obtain preferential treatment.

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ii. **Proper use of public resources**
 We are committed to ensuring that Division facilities, equipment, supplies, mailing lists or other Division resources are used for Division purposes only and will follow applicable Division and SRPMIC Administrative Policies regarding use of equipment. We reserve the right to require reimbursement to the Division for costs associated with personal use where authorization for limited use was not specifically granted by the Program Manager, or Superintendent/Director.

1) **Leadership of Division personnel and use of Division time**
 We are committed to ensuring that Division personnel are tasked to perform only Division work on Division working-time. We will not direct or permit Division personnel to perform personal services on Division working time and will report such incidents to the direct supervisor, ED Human Resources Department, Tribal Human Resources Department, or Superintendent/Director.

iii. **Uphold confidentiality**
 We are committed to abiding by all SRPMIC Administrative and Education Board Policies, applicable federal, state and tribal laws and Division procedures concerning confidential information, including student records, personnel files, agreements, and Division records. We will not reveal confidential information, including meeting content and the sources of comments, from staff, faculty, parents and closed Education Board meetings.

iv. **Waivers**
 The Superintendent/Director or his/her designee upon a showing of good cause may waive an ethics prohibition in writing with approval of the Education Board.

F. CONFLICT OF INTEREST

No employee of the Education Division shall make use of, for private gain, information which is available solely by reason of his or her status as an employee.

1. PROHIBITION AGAINST SOLICITATION

No employee of the Education Division shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of

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monetary value, from any person, corporation, or group which has interests or is seeking to obtain contractual or other business of financial relationship with the SRPMIC; conducts operations or activities which are regulated by the SRPMIC; or which has interests which may be affected by the employees' performance or non-performance of his or her official duty.

2. FURTHER PROHIBITIONS

The Division prohibits any activity that constitutes a conflict of interest, including, but not limited to:

a. Confidentiality

No employee of the Division shall disclose or make use of, for the employee's or employees immediate families, personal, political, or financial gain, information which is available solely by reason of his or her employment.

b. Solicitation and Gifts

i. Employee Solicitation

Accepting any fee, gift or other valuables in the course of his or her employment for the employee's personal use is considered to be unethical conduct unless the gift is reported to the employee's immediate supervisor in writing within two (2) business days and approval is received to keep the gift. Refer to entire Section XV. Ethics.

1) Prohibition

Solicitation of employees for contributions of any kind shall be limited and is permitted only with the advance concurrence of the Superintendent/Director.

ii. Receipt of Gifts

2) Gifts from Others

Students, parents, and other patrons of the Division are discouraged from the routine presentation of gifts to employees.

3) Gifts to Others

Gifts to students by staff members are discouraged.

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iii.Solicitation of Gifts or Other Valuables

4) Influence

An employee's position shall not be used to influence parents and/or students to purchase books or other merchandise or for personal gain, except for materials approved by the Superintendent/Director for use in the classroom.

c. Recuse from Decision Making

If a School or Program has employees who would otherwise have decision making authority over the provision of services to immediate family members, the department must have a written policy and procedures for the decision to be made by the next line-up supervisor, or above. This requirement does not apply to the provision of services to the general public, such as trash pick-up.

d. Hiring of Relatives

Because of large families, high unemployment levels and the need to make public service in this Community attractive rather than a hardship, the following policies apply:

i. Supervisory Authority

No person shall hold a position over which a member of his or her immediate family exercises first-line supervisory authority.

ii. Family Circle

For purposes of this policy, a member of an immediate family shall include any of the following persons:

Husband	Wife	Father
Mother	Father-in-law	Mother-in-law
Brother	Sister	Brother-in-law
Sister-in-law	Son	Daughter
Son-in-law	Daughter-in-law	Grandfather
Grandmother	Grandson	Granddaughter
Niece	Nephew	Aunt
Uncle	Legal guardian	

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- iii. **Domestic Partner**
 "Immediate Family"- Also includes a "domestic partner", which is any person living regularly in the same household like a married couple, such as "significant other", so-called "common-law" wife or husband, and persons cohabitating and relatives of the domestic partner, cohabitant as noted above.
- iv. **Prohibition-Selection Panels**
 An employee may not be on an interview panel if the pool of applicants includes an immediate family member.

G. NON-SCHOOL EMPLOYMENT

1. PRIMARY EMPLOYEMENT

A regular, full-time employee's position in the Division shall be given precedence over any type of outside work or self-employment.

2. OUTSIDE EMPLOYMENT

Employees are free to carry on outside work or self-employment projects as long as no Division facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of Division assigned duties.

3. REPORTING OUTSIDE EMPLOYMENT

All outside work must be reported to the immediate supervisor and up the chain of command as appropriate.

4. CONFLICT OF INTEREST

Outside work that presents a conflict of interest is prohibited.

5. TERMINATION

If outside work presents a conflict of interest or interferes with the employee's performance of Division work, then employee must cease the outside work or employment with Division may be terminated.

6. PRIVATE TUTORING FOR PAY

b. Prohibition Against Facility Use

Division buildings are not to be used for private tutoring or classes for which students pay a fee to staff members unless a rental contract has been entered into with the Division.

c. Prohibition Against Pay

Staff members are not permitted to provide tutoring for pay to any students who attend or are registered in any of the staff members' own classes.

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7. PROFESSIONAL RESEARCH AND PUBLISHING

a. Rights to Materials

The Board has proprietary rights to publications, instructional materials, and devices prepared by employees unless prepared by such employees on their own time and without use of Division facilities and/or equipment.

XIV. DISCIPLINE

A. EMPLOYEE DISCIPLINE

This policy on Discipline is applicable to all Division employees and shall be publicized and posted in appropriate locations and made a part of each department’s training and counseling program. All employees are expected to conduct themselves in a professional manner in the course of their job duties.

1. VIOLATIONS

Where violations of ordinances, policies, rules and regulations are found, the Superintendent/Director, Administrators and Supervisors are expected to take prompt disciplinary measures as outlined in this policy.

2. FAIRNESS

All policies, rules and regulations shall be fairly administered for all employees.

3. REASONABLE EFFORT

Reasonable effort shall be made to exhaust avenues of review and correction on an informal administrative level before disciplinary cases go to a formal hearing.

4. POLICY ACCESSIBILITY

All policies of the Division shall be publicized, such as being made available on the intranet or in easily accessible locations within the workplace.

5. ADVISE OF RIGHT TO APPEAL

An employee subject to formal disciplinary action shall be advised of his right to appeal, if the employee is given the right to appeal in this policy or otherwise.

6. RIGHT TO REPRESENTATION / OBSERVER

An employee subject to formal disciplinary action shall have the right to be represented during the formal hearing procedure by legal and/or employee organization representatives at his/her own expense. An employee called to a

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meeting which might result in adverse action against the employee may have an observer present. An observer may not speak during the meeting.

7. PROHIBITION AGAINST REPRISALS

There shall be no reprisals or retaliation against an employee for appealing a disciplinary action or filing a grievance.

8. PROHIBITION AGAINST UNPAID DUTY

Involuntary, non-paid extra duty shall not be required of any employee as a disciplinary measure.

9. RIGHT TO EARNED INCREASE

A salary step increase otherwise previously earned by the employee shall not be withheld as a disciplinary measure without approval of the Superintendent/Director.

10. RIGHT TO HEARING

Only an employee occupying a regular position who has successfully completed initial probation of six (6) months, as appropriate, of employment shall have the right to a formal hearing of a suspension of five (5) or more days, demotion, or termination action has been taken against him. This does not apply to contract employees. There is no right to a hearing for lesser discipline.

11. SUSPENSION DURATION

Suspensions may be made for one or more periods, aggregating not more than thirty (30) days in a calendar year.

12. DEMOTION OR TERMINATION

If an employee, who has already been suspended for thirty (30) days in a calendar year, has acted in a way that would, in any way, merit further suspension, the employee shall be demoted or terminated.

13. REQUEST FOR REVIEW

If a suspension is for five (5) business days or less, the employee may request the Superintendent/Director to review the circumstances of the case and allow the employee an opportunity for a hearing.

14. REQUEST FOR HEARING

If a suspension is for more than five (5) business days, a request by the employee to the Superintendent/Director for a hearing shall be automatically granted.

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15. NOTIFICATION OF HEARING

In such cases, the employee shall be notified within five (5) business days regarding the time and place of the hearing.

16. AUTHORIZATION TO SUSPEND

The approval of the Superintendent/Director must be obtained for a suspension of more than five (5) business days.

17. AUTHORIZATION TO TERMINATE OR DEMOTE

The Board’s approval is required for termination and demotion.

B. CAUSES FOR DISCIPLINARY ACTION

The following list of behaviors may constitute grounds for disciplinary action up to and including the termination of a Division employee. This list is not meant to be all-inclusive.

1. SUBSTANCE ABUSE

While on duty, the employee possesses or is under the influence of alcohol, illegal drugs, or other controlled substances without a valid prescription.

2. INCOMPETENCE

Ineffective, inefficient and/or insufficient performance of job duties and/or responsibilities, including but not limited to neglect of duty.

3. UNPROFESSIONAL CONDUCT

All employees are expected to conduct themselves in a professional manner in the course of their job duties. Unprofessional conduct includes but is not limited to abuse in an employee’s actions, attitudes, language, behavior or conduct towards fellow employees, supervisors, Community members, the public or clients. All Division professionals are expected to comply with their correlating professional code of ethics.

4. FAILURE TO COMPLY/INSUBORDINATION

Insubordinate, willfully disobedient or fails to obey any official policy, regulation, rule, order or reasonable direction given by a supervisor in the course of the employee’s duties.

5. GIFTS AND FEES

Soliciting or accepting a fee, gift or other valuables in the course of or during the employee’s work for the employee’s personal use. The immediate supervisor shall be notified within two (2) business days about an offer of such a gift. The

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immediate supervisor may approve receipt of the gift. Refer to Section XIV. Ethics.

6. LEGAL VIOLATIONS

During his/her employment with SRPMIC, the employee is convicted of a felony, a crime of moral turpitude, a misdemeanor or offense involving very dangerous or offensive conduct (e.g., domestic violence, weapons/firearms violations, possession of narcotics, sexual offenses, computer offenses, ID theft/fraud, DUI, hit and run) or any other violations of law that reflect poorly on the integrity or dignity of the SRPMIC.

7. UNEXCUSED ABSENCE

Absence without leave or failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked or cancelled by the Division, provided, that such absence or failure to report cannot be shown to be excusable to the Division.

8. OBSERVANCE OF WORK HOURS

Excessive unscheduled absenteeism or chronic tardiness.

9. DECEPTION

Making a materially false statement or attempting any deception or fraud regarding employment and job duties or showing any other material dishonesty, including misrepresentation or alteration of official records.

10. OUTSIDE EMPLOYMENT

Engaging in any outside employment which is incompatible with Division employment or detrimental to the efficiency of his/her Division work, or failure to obey an order from the Superintendent/Director to terminate or desist from such outside employment or enterprise.

11. PROPERTY MISUSE

Theft or abuse of Division property is considered property misuse. Unauthorized posting of printed or electronic materials. Unauthorized use of Division or SRPMIC owned material, equipment or property is prohibited, including excessive personal phone calls or emails. During his/her employment with SRPMIC, the employee allows personal and family relationships to interfere with the provision of services that are not in the best interests of the Community. Refer also to Information Technology Policy.

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12. VIOLATION OF LEAVE RULES

Working in an outside employment while on worker’s compensation, sick or FMLA leave status. Violation of leave rules includes abuse of the leave for other purposes or failing to obtain approval for leave taken.

13. UNSAFE ACTIVITY

The employee’s actions and/or inactions while performing his/her job duties constitute a hazard to the employee or others, and/or are in willful violation of any generally accepted safety or security practices.

14. LOSS OF CREDENTIALS

Loss or expiration of Arizona Department of Education (ADE) certification or licensure required by the Division for employee’s position causing an inability to perform. Certified employees are responsible for submitting their current Arizona Department of Education (ADE) Certificate prior to the expiration of the existing ADE Certificate on file, if any. If any employee does *not* provide ED Human Resources Department with their ADE Certificate prior to the expiration date, then the employee will be placed on Administrative Leave Without Pay until the ADE Certificate is provided to the ED Human Resources Department.

Loss or expiration of a valid Arizona Department of Public Safety Fingerprint Clearance Card required by the Division for employee’s position. Certified employees are responsible for renewing their AZ DPS Fingerprint Clearance Card, prior to the expiration date. If any employee does *not* provide ED Human Resources Department with their valid AZ DPS Fingerprint Card prior to the expiration date, then the employee will be placed on Administrative Leave Without Pay until the valid AZ DPS Fingerprint Card is provided to the ED Human Resources Department.

15. POSSESSION OF UNAUTHORIZED MATERIALS

Unauthorized possession of a weapon, drugs or other contraband on Division property.

16. COMMUNITY INTERESTS

Actions or conduct not in the best interest of the Division, students, staff or SRPMIC.

17. LEGAL VIOLATIONS

Material violation of law in connection with duties.

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18. PROHIBITED HARASSMENT

Violation of the Prohibited Harassment Policy.

19. LOSS OF ABILITY TO WORK WITH CHILDREN

Any action that constitutes a mandatory or discretionary disqualifier for working with children under SRPMIC policy or any applicable law or regulation.

20. ENDANGERING OR CAUSING HARM TO OTHERS

Endangering others, particularly students.

21. HAZING

A teacher or staff member who knowingly permits, authorizes, or condones a violation of the Hazing Policy.

22. USE OF ELECTRONIC DEVICES WHILE DRIVING

Education Division employees driving a government vehicle or a personal vehicle for the purposes of conducting business of the Division, while on Division related travel or during duty hours are prohibited from using a cellular device, texting, instant messaging, and composing or reading written messages or emails while the vehicle is in motion. Cellular phones shall only be used in “hands free” mode.

23. RETALIATION

During his/her employment, the employee retaliates or threatens retaliation against another employee for his/her participation or cooperation in: 1) an investigation; 2) the reporting of allegations of misconduct or violations of Community and/or Division laws, rules, regulations, policies; 3) other actions exercised in good faith; or 4) the exercise of any right that may be appropriate under Policy.

24. FAILURE TO REPORT AN ACCIDENT

During his/her employment with the Division, the employee knowingly fails to properly report an accident or incident involving Community real or personal property.

25. FAILURE TO REPORT AN ACT OF CHILD ABUSE

All employees are required by law to report any suspected child abuse. Employees are to report in good faith any suspected child abuse; e.g., sexual abuse, physical abuse, emotional abuse, or physical and emotional neglect issues. Mandatory reporting also includes any graffiti written on students or on student’s belongings, regardless of the suspected source. Failure to report may ultimately result in incarceration, probation, and/or a monetary fine in the tribal

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court system if the failure to report is attributed to a Community member or in federal court if the employee is a non-Community member. Employees who are uncertain as to what is to be reported and / or how to complete a confidential referral form should contact the School Nurse, School counselors or the administrators for guidance. Refer to each School’s Staff Handbook in addition to Chapter 6 of the SRPMIC Code of Ordinances, Arizona Revised Statutes (A.R.S.) 13-3620 and Article IV. Section 11-27 of the Child Protection Code.

C. ADDITIONAL CONSIDERATIONS

1. RESIGNATION IN LIEU OF INVESTIGATION

If an employee wishes to resign at any time after a disciplinary investigation has begun, acceptance or rejection of the voluntary resignation may be deferred until completion of the investigation.

a. Resignation Rejection

If after completion of the investigation, it is determined that termination is appropriate, the resignation may be rejected and termination action will go forward.

2. REFERRAL TO LAW ENFORCEMENT

If, at any time during investigation of conduct that may merit disciplinary action, information arises that appears to indicate activity of a criminal nature, such information shall be promptly reported to the appropriate law enforcement agency if it wasn’t already reported.

a. Investigation Progress

However, the investigation will proceed and disciplinary action based upon the alleged criminal activity, or any other matter, may be taken.

3. ADMINISTRATIVE REASSIGNMENT WITH PAY

The Superintendent/Director may authorize administrative reassignment with pay pending an employee investigation.

4. RIGHT TO DETERMINE DISCIPLINARY ACTION

The Division reserves the right to determine when conduct warrants disciplinary action.

5. POLICY CONFLICT

If any provision of this policy conflicts with any provisions in any other policies adopted by the Board, the provisions of this policy shall prevail.

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D. PERFORMANCE IMPROVEMENT PLAN

1. PERFORMANCE IMPROVEMENT PLAN SCOPE

All written reprimands and suspensions are to be accompanied by a Performance Improvement Plan, which generally will include the following:

1. Statement of problem
2. Required actions
3. Timeline
4. Expected outcome
5. Possible consequences for subsequent misconduct

2. SUPERVISOR'S RESPONSIBILITY

The immediate supervisor is responsible for establishing a timeline and elements for improvement of the employee's performance and implementing the Performance Improvement Plan.

3. MEETING OBSERVATION

At the meeting where the Performance Improvement Plan is discussed, the immediate supervisor shall arrange for another management level employee to be present as an observer.

4. EMPLOYEE ACKNOWLEDGEMENT

The employee will be asked to sign and date the Performance Improvement Plan to indicate receipt and acknowledgement.

- a. The signature does not indicate either agreement or disagreement.
- b. If the employee refuses to sign the Performance Improvement Plan, the witnessing management level employee documents, in writing, that the Performance Improvement Plan was presented to the employee, and signs and dates the notice.
- c. A copy is provided to the employee and the original filed in his/her personnel file.
- d. Whether or not the employee signs the Performance Improvement Plan, the Performance Improvement Plan will be implemented.

5. IMPROVEMENT PLAN ASSESSMENT

At the expiration of the Performance Improvement Plan period, the supervisor must prepare an Employee Performance Assessment and evaluate the employee's performance based upon the objectives outlined in the Performance Improvement Plan. Failure to successfully complete the Performance

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Improvement Plan will result in further disciplinary action, up to and including immediate termination.

E. MINOR DISCIPLINARY ACTION

Where violations of laws, regulations, policies and procedures are found, managers and supervisors are expected to take prompt actions as outlined in this policy.

1. SUPERVISORY DISCRETION

Supervisors will use reasonable discretion in determining whether a particular alleged violation merits discipline. A staff member may be disciplined for any conduct that, in the judgment of the Department, is inappropriate.

2. MINOR DISCIPLINARY ACTION - REPRIMANDS

Minor disciplinary action includes, without limitation thereto, verbal or written reprimands.

3. SUPERVISORY RESPONSIBILITY

Minor disciplinary action shall be imposed by the staff member's supervisor.

4. EMPLOYEE OBJECTION

A staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's supervisor within five (5) work days of receiving notice of the disciplinary action.

5. COMPLAINT REVIEW

The supervisor's supervisor will review the complaint and may confer with the staff member, the supervisor, and such other persons as the supervisor's supervisor deems necessary.

6. COMPLAINT DISPOSITION

The decision of the supervisor's supervisor will be final.

7. COMPLAINT DOCUMENTATION

A copy of the supervisor's decision shall be sent to the ED Human Resources Department and placed in the employee's personnel file.

F. SUSPENSION WITHOUT PAY

The Superintendent/Director or designee are the only ones authorized to impose suspensions with or without pay. Proposed suspensions must be discussed with the SRPMIC Office of the General Counsel.

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1. EMPLOYEES

An employee may be suspended for a period of more than five (5) business days without pay by action of the Superintendent/Director for any conduct by the employee that, in the judgment of the Superintendent/Director, is inappropriate.

2. NOTIFICATION OF INTENT TO SUSPEND

Before suspending an employee for more than five (5) business days, the Superintendent /Director or designee shall inform the employee of intent to suspend the employee. It shall be the employee’s responsibility to schedule the informal opportunity to explain why, in the employee’s opinion, the suspension should not be imposed with the Superintendent/Director or designee or employee may provide a statement in lieu of the informal opportunity to explain. Failure of the employee to take the above action within five (5) business days of the notice shall be a waiver of any right to such an informal opportunity.

3. NOTICE AND HEARING PROCEDURES

If the Superintendent/Director intends to suspend an employee without pay for more than five (5) business days, the notice and hearing procedures prescribed for the termination of employees shall be followed. According to the notice and hearing procedures, the employee has the right to appeal in the event that a suspension results in termination. The suspension itself is not appealable.

4. DISPOSITION

The Superintendent/Director's or designee’s decision will be final.

5. DISCIPLINE ADJUSTMENT OPTION

If it is determined that there is not sufficient cause to suspend the employee without pay for more than five (5) business days, the Superintendent/Director or designee may, after reviewing the findings, impose minor disciplinary action.

G. TERMINATION

1. AUTHORITY TO TERMINATE EMPLOYEES

The Board is the only entity authorized to terminate a regular or contract employee.

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2. REFERRAL TO LAW ENFORCEMENT

If, at any time while on-duty, information arises that appears to indicate activity of a criminal nature, then the information must be promptly reported to the appropriate law enforcement authority if it hasn't already been reported.

3. INVESTIGATION PROCESS

The administrative disciplinary investigation must proceed, and disciplinary action based upon the potential criminal activity, or any other matter, may be taken. Criminal proceedings and administrative disciplinary proceedings are separate and distinct matters. So, the outcome of a criminal case will not necessarily impact or change the outcome of an administrative disciplinary action.

4. REPRISAL PROHIBITION

There shall be no reprisals or retaliation against an employee for appealing a disciplinary action against any employee who in good faith provided information during an investigation or testifies at an appeal hearing.

5. LEGAL COUNSEL

Proposed terminations must be discussed with the SRPMIC Office of the General Counsel.

6. AUTHORITY TO TERMINATE TEMPORARY EMPLOYEES

Temporary employees may be terminated by the Superintendent/Director at any time, with or without cause. There is no right of appeal or grievance.

7. AUTHORITY TO TERMINATE EMPLOYEES

The employment of an employee may be terminated for cause by recommendation of the Superintendent/Director at any time prior to the expiration of the term of employment.

8. TERMINATION FOR CAUSE

For the purposes of this provision, cause means any conduct that, in the judgment of the Superintendent/Director, is detrimental to the interests of the School or its personnel or students and shall include, without limitation thereto, the reasons listed in the "Cause for Action" portion of these policies.

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9. NOTICE

If the Superintendent/Director recommends termination of an employee, a copy of the recommendation (Notice of Disciplinary Action) shall be delivered to the employee in person or postmarked by certified mail, return receipt requested, addressee only, within ten (10) business days of the determination of the recommendation. The notice shall give the employee an informal opportunity to explain why, in the employee’s opinion, the termination should not be imposed with the Superintendent/Director or designee or provide a statement in lieu of the informal opportunity to explain. Failure of the employee to take the above action within five (5) business days of the notice shall be a waiver of any right to such an informal opportunity.

d. Right to Observer

An employee may have an observer present when a Notice of Disciplinary Action is delivered in person and at any time thereafter in the disciplinary process.

e. Notice Scope

The Notice of Disciplinary Action must contain the following:

- i. The disciplinary action taken
- ii. The reason (s) for the action
- iii. A summary of the key facts supporting the action
- iv. Specific reference to the policy(s), procedures(s), law(s) or directive(s) violated
- v. Notification of right of appeal, if applicable, including timeframe
- vi. A copy of the appeals procedure must be attached

f. Appeal and Request for Hearing

The employee may file a written appeal and request a hearing within five (5) business days after employee’s receipt of the recommendation to terminate employee’s employment.

- i. Time is calculated from the date the Notice of Disciplinary Action is received.
- ii. Notice of Disciplinary Action is deemed to be received on the date it is hand delivered and/or three calendar days after it is placed in the mail and/or the date the certified mail is signed.
- iii. The written appeal must be filed within five (5) business days after receipt of the recommendation and shall include: the

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specific basis for the appeal, identification of all evidence that may be produced at the hearing, a list of witnesses and a short summary of their expected testimony, and any other evidence that employee intends to present. Failure to file the written appeal in compliance with the foregoing, terminates the appeal. Failure to identify evidence or witnesses will be grounds for excluding said evidence or witnesses.

g. Notice of Hearing

If a hearing is requested, the Superintendent/Director shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent/Director expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent/Director at the time believes may be presented at the hearing in support of the recommendation.

h. Hearing Conduct

The hearing shall be conducted by the Board, by a person, or panel designated by the Board within not less than five (5) business days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee.

i. Hearing Postponement

The date of the hearing may be postponed by stipulation of the employee and the Division, or by, and in, the sole discretion of the Board or by the person or panel designated by the Board to conduct the hearing or at the request of the appealing employee or the Division for such reason or reasons as the Board or hearing officer may deem appropriate.

j. Right to Counsel

The employee may be represented at the hearing by counsel, at the employee's expense.

k. Argument Procedure

The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the Department.

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- i. Formal rules of evidence shall not apply.
- ii. A record of the hearing shall be made by use of a mechanical device.

l. Report of Findings

If a hearing officer or panel is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Board within ten (10) business days after the conclusion of the hearing.

m. Board Review

The Board shall review the written statement and, if desired, the record, and the Board's decision whether to accept the findings and whether to terminate employment or to impose other or no discipline shall be a final decision.

n. Board Decision

If the Board conducts the hearing, it shall render a decision within ten (10) business days after the conclusion of the hearing.

H. GENERAL MATTERS

1. TIME LIMITATIONS

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further and constitutes a waiver of any right to object to or appeal any such action or any procedures relative thereto.

2. LATE APPEALS

Appeals filed after the expiration of the applicable time limitation will not be considered and will be deemed waived.

3. NOTICE METHOD

Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time.

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4. TIME CALCULATION

When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered and/or three calendar days after it is placed in the mail and/or the date the certified mail is signed.

5. CONFLICT RESOLUTION

The supervisor or employee may seek the assistance of the ED Human Resources Department in an effort to resolve conflict between immediate supervisors and employees at any point in the appeal process. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, etc.

6. PROHIBITION AGAINST DELAY

However, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record, the filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent/Director authorized by this policy to take such action. The filing of an appeal will not prevent the disciplinary action from occurring.

7. NON- APPEALABLE ACTIONS

A complaint relating to minor disciplinary action, suspension, non-renewal of contract or termination shall not be processed as an appeal.

8. AT WILL STATUS

None of the procedures of this policy shall alter the status of an at-will employee.

9. DISCIPLINE POLICY APPLICABILITY

This policy does not apply to the following situations:

o. Evaluations

Rating, comments, and recommendations made in the course of an evaluation of a staff member; or

p. Administrative Leave

The decision of the Superintendent/Director to place a staff member on Administrative Leave or Administrative Reassignment.

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q. Expectation Agreement, Professional Development Plan, Counseling Memorandum

Any Expectation Agreement, Professional Development Plan or Counseling Memorandum, which actions are not subject to appeal or a grievance.

I. POSITIONS REPORTING TO THE EDUCATION BOARD

1. BOARD ROLE

The Education Board is the immediate supervisor to the Superintendent/Director, and on occasion may directly supervise a key employee such as the Assistant Superintendent. The Superintendent/ Director and the Assistant Superintendent are also known as the Superintendency. The Superintendency are subject to the same policies, procedures and applicable laws as all other Division employees. This section is intended to document that fact.

2. CAUSE FOR ACTION

The Education Board, as immediate supervisor, may determine that the Superintendency requires disciplinary action for, but not limited to, the following causes:

- a. The inability to perform the essential functions of his/her job;
- b. Violation(s) of the SRPMIC’s substance abuse policy, prohibition of harassment policy or other applicable policies;
- c. Violation(s) of Education Division policies, including, but not limited to, the Personnel Policy – XV. Discipline B. Causes for Disciplinary Action;
- d. Actions or inactions that are injurious to the Community’s Schools, as reasonably determined by the Education Board;
- e. Engaging in misconduct with respect to the Community Schools’ mission of quality education that may have an adverse impact on SRPMIC’s or the Education Division’s reputation; or
- f. Continued and unjustified failure or refusal to adequately perform the duties required of him/her, the job description and the usual duties of a Superintendent/Director of Schools and/or Assistant Superintendent (as determined by the Education Board).

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3. TIMING

The Education Board is entitled to take action at any time depending on the circumstances and justified causes.

4. PROCESS

The Education Board may appoint the Board Chair to take any and all necessary action, including, but not limited to, a performance improvement plan, minor disciplinary action, or any other disciplinary actions available under this Personnel policy.

5. NON-APPEALABLE ABOVE THE EDUCATION BOARD

The superintendency is held to a higher standard than other employees due to the nature and influence of the position. The superintendency, therefore, is not above-the-law and must still comply with all policies, procedures, Division ethical standards, professional codes of conducts given the certification status and applicable laws.

- a. The Education Board may grant the Superintendent/Director the opportunity to request a second review within five (5) working days from the date of the discipline action.
- b. The Education Board, or its designated Board Chair, will respond to the request for a second review within five (5) working days from the date of receipt. The receipt date is either the email sent date or the date in which the letter is hand-delivered to the Education Human Resources. When a letter is hand-delivered, the Education Human Resources is responsible for marking the date received and giving notice of that date to the Education Board, or its designated Board Chair.
- c. Once the Education Board has made a decision to either complete a second review or to deny the second review request, the official decision will be delivered to the Superintendent/Director.
- d. The Education Board’s decision is final and nonappealable.

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XV. RESIGNATION

A. CERTIFIED EMPLOYEES

1. NOTIFICATION REQUIREMENT

This minimum 10-day advance notice must be submitted to the immediate supervisor and to ED Human Resources in writing and/or via email and should specify both the last day of work and the reason for termination. The receipt date will be the date the certified employee sent the email or delivered the resignation letter to ED Human Resources. ED Human Resources is responsible to acknowledge the receipt date when the resignation letter is delivered in person.

2. BOARD REQUEST

All resignations or requests from certified employees to be released from contract shall be presented in writing to the Education Board for approval at the next regular board meeting, prior to release. Resignations are to be listed under the board's consent personnel agenda. The receipt date will be the date the certified employee sent the email or delivered the resignation letter to ED Human Resources. ED Human Resources is responsible to acknowledge the receipt date when the resignation letter is delivered in person.

3. CONTRACT RELEASE

The employee will be released only (a) if the employee or employee's family has a serious illness and/or serious personal matter that would adversely impact the employee's ability to work. There is no right to a release from a contract.

4. RESIGNATION WITHOUT BOARD APPROVAL

A certified employee who resigns without Education Board approval may be subject to charges of unprofessional conduct and be subject to any penalty provided by law, including suspension or revocation of certificate.

5. WITHDRAWAL OF A RESIGNATION WITHOUT BOARD APPROVAL

On occasion, a certified employee requests to withdraw their resignation due to changing circumstances, i.e. not moving after all. When a certified employee requests to withdraw their resignation, they must submit that request in writing (scanned and signed letter via email is acceptable) to their immediate supervisor and to the Superintendent/Director. The immediate supervisor and the Superintendent/Director will use their best judgment when issuing a

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decision to accept or decline the withdrawal request. The decision will be made within a reasonable period of time.

B. NON-CERTIFIED EMPLOYEES

1. EMPLOYEE RESPONSIBILITY

Non-certified employees voluntarily terminating their contract with the Division are required to give advance notice of not less than ten (10) working days.

2. NOTIFICATION REQUIREMENT

This minimum 10-day advance notice must be submitted to the immediate supervisor and to ED Human Resources in writing and/or via email and should specify both the last day of work and the reason for termination. The receipt date will be the date the non-certified employee sent the email or delivered the resignation letter to ED Human Resources. ED Human Resources is responsible to acknowledge the receipt date when the resignation letter is delivered in person.

C. 12-MONTH EMPLOYEES

1. EMPLOYEE RESPONSIBILITY

12-month employees voluntarily terminating their contract with the Division are required to give advance notice of not less than ten (10) working days.

2. NOTIFICATION REQUIREMENT

This minimum 10-day advance notice must be submitted to the immediate supervisor and to ED Human Resources in writing and/or via email and should specify both the last day of work and the reason for termination. The receipt date will be the date the employee sent the email or delivered the resignation letter to ED Human Resources. ED Human Resources is responsible to acknowledge the receipt date when the resignation letter is delivered in person.

D. GENERAL- ALL OTHER EMPLOYEES

1. EMPLOYEE RESPONSIBILITY

General, all other employees voluntarily terminating their contract with the Division are required to give advance notice of not less than ten (10) working days.

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2. NOTIFICATION REQUIREMENT

This minimum 10-day advance notice must be submitted to the immediate supervisor and to ED Human Resources in writing and/or via email and should specify both the last day of work and the reason for termination. The receipt date will be the date the employee sent the email or delivered the resignation letter to ED Human Resources. ED Human Resources is responsible to acknowledge the receipt date when the resignation letter is delivered in person.

XVI. HR GLOSSARY

ACTING PAY

Compensates an employee for assuming a substantial portion of the duties of a higher job classification during an absence or vacancy. The amount and method of payment of acting pay shall be established in writing by Superintendent/Director prior to the employee providing acting services. An "Acting" appointment is a temporary assignment of new duties to an employee to provide coverage for a key vacancy. Depending on the employee's current pay grade and other criteria, the employee may receive an increase in their salary to the minimum salary amount of the Acting Position's Pay Grade Range. The duration of an "acting" appointment shall be as short as is practical. The employee in the Acting Position understands that the assignment is temporary and that any increase in their normal salary is temporary.

AT-WILL EMPLOYEE

An at-will employee is a staff member who is employed by the School on a temporary or seasonal/periodic basis and who has no right of continued employment and receives very limited employee benefits. The termination of employment for an at-will employee may be for any reason or for no reason, with or without advance notice. No employee or Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No Department policy or regulation or item within the School's handbook is intended to - and shall not operate to - create any property or contract rights inconsistent with the at-will employment status of such staff members.

BACKGROUND CHECK

Includes any communication with an applicant's (employee's) current and/or former employer(s) or references that concerns the education, training, experience, qualifications, character and job performance of the individual and that is used for the purpose of evaluation for employment. Background check also includes the results of any local, state or federal criminal history records check and an investigative consumer report under the Fair Credit

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Reporting Act, except that the background check will not include a credit check. Background checks shall comply with P.L. 101-630 and A.R.S. 15-512.

BASE COMPENSATION

Is an employee’s hourly or salary compensation.

BUSINESS DAYS

Means any day that the Schools and/or the Division offices are open for business.

BOARD

The duly appointed Education Board of the Salt River Pima-Maricopa Indian Community.

CHILDREN

All children and/or students who are in an environment controlled by the Education Division.

COLA

Cost of Living Adjustment (COLA) provides an adjustment that recognizes the impact of inflation on compensation over time. COLA adjusts the underlying compensation plan and each affected employee’s base compensation. There is no right to a COLA. Granting a COLA shall be at the sole discretion of the Education Board.

CONFLICT OF INTEREST

A conflict between the public obligations and the private interests of an employee, including the appearance of such a conflict.

CONSULTANT / CONTRACT SERVICE

Consultants, organizations or other persons providing services under contract for the Division are independent contractors and are not considered employees for any purposes.

CONTRACTOR

A person, or person employed by a company, who is contracted to provide on-site or off-site services and who is not an employee of SRPMIC.

COMPENSATION PLANS

12-MONTH PLAN:

Includes regular 12-month hourly and salaried positions.

CERTIFIED PLAN:

Includes substitute teacher positions and regular 10-month salaried positions requiring education related certification or licensure.

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CLASSIFIED PLAN:

Includes regular 10 or 11-month, hourly positions.

EXTRA DUTY STIPEND COMPENSATION PLAN:

Includes assignments identified on the Extra Duty Stipend Compensation Schedule.

DEMOTION

A reduction from one position (or job) to a new position at a lower rank and/or lower rate of compensation.

DIVISION

The SRPMIC Education Division.

EMPLOYEE

Includes hourly and salaried Division employees, including school employees.

EMPLOYEE RECOGNITION (FORMAL)

An award given to an individual, department or program by their supervisors, peers or subordinates for outstanding achievement(s) or special accomplishment(s), as described herein.

EMPLOYEE RECOGNITION (INFORMAL)

Acknowledgement given to an individual, department or program by their supervisors, peers or subordinates for outstanding achievement(s) or special accomplishment(s), as described herein.

EMPLOYER

Salt River Pima-Maricopa Indian Community (SRPMIC) Education Division.

EVALUATION

A written document that assesses the performance of an employee and is based on the concept that better motivation, morale, and productivity will result when an employee functions with full understanding of the expectations of his/her job and within the framework of objectives he/she has had an opportunity to help develop.

EXEMPT (SALARIED) EMPLOYEE

A salaried employee is considered to be managerial, administrative, or professional and is expected to work the hours necessary to fulfill his or her job responsibilities. Salaried employees are not eligible for overtime pay. The Fair Labor Standards Act (FLSA) identifies salaried employees as exempt employees and is used as guidance in determining which positions are exempt (salaried) or non-exempt (hourly).

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EXTERNSHIP

An externship is generally unpaid and does not provide for college credit. Job-embedded experience is the focus. Externships are intended to give a short, real-life preview of a career. An externship may be an employee or a non-employee.

FAMILY - IMMEDIATE

Shall include any of the following persons:

Husband	Wife	Father
Mother	Father-in-law	Mother-in-law
Brother	Sister	Brother-in-law
Sister-in-law	Son	Daughter
Son-in-law	Daughter-in-law	Grandfather
Grandmother	Grandson	Granddaughter
Niece	Nephew	Foster Children
Foster Parents	First Cousin	Aunt
Uncle	Step-parents	Step-children

Also includes a "domestic partner", which is any person living regularly in the same household like a married couple, such as "significant other", so-called "common-law" wife or husband, and persons cohabitating.

FMLA

Family & Medical Leave Act

FULL-TIME EMPLOYEE

A person for which the normal work week is at least thirty (30) hours or as defined by the Board.

GAMBLING

No gambling of any kind is permitted on work premises; this refers to gambling regulated by the SRPMIC Community Regulatory Agency or any other gaming regulatory authority such as playing cards for money, craps, dice, slots and bingo.

GIFT

A gift is a benefit we receive for which we did not pay. Gifts can include merchandise, food, tickets, use of facilities, investments, rebates or discounts not offered to the public, or forgiveness of debt from contractors, lobbyists, parents, students or others. Acceptance of gifts shall be in accordance with all applicable Community and Education Division HR Personnel policies or any other applicable policy in effect. Refer to XV. Ethics and XVI. Discipline .

GRIEVANCE

A grievance is a complaint by an employee alleging a violation or misinterpretation, as to the employee, of any Division policy or regulation that directly and specifically governs the

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employee’s terms and conditions of employment. Discipline, suspension and termination are not grievable matters. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Superintendent/Director, unless there is a reduction in compensation.

Terms and conditions of employment means the hours of employment, the application of compensation, including fringe benefits, and the application of the employer’s personnel policies directly effecting the employee. In the case of certified employees, the term does not include educational policies of the Division.

HARASSMENT

Consists of unwelcome conduct, whether verbal, physical, or visual that is based on a person’s race, national origin, religion, age, pregnancy, gender, sexual orientation or disability that creates an intimidating, hostile, or offensive work environment. The behavior can be express, implied, verbal, written, visual or physical in nature.

HEARING

Means a session in which testimony and positions are presented before a designated person, Hearing Officer/or panel.

HIPAA

Health Insurance Portability and Accountability Act

HONORARIUM

Means a payment (money or item of value) given to a professional person for services for which fees are not legally or traditionally required.

HOSTILE WORK ENVIRONMENT

Refers to harassment or discrimination that is a violation of a person’s civil rights based on gender, sexual orientation, race, color, nationality, ancestry, ethnic origin, religion, disability marital status, veteran status, personal appearance, or education, usually resulting from speech or conduct that is severe or pervasive.

HUMAN RESOURCE DEPARTMENT

The ED Human Resources Department of the Division.

IMMEDIATE SUPERVISOR

The immediate supervisor is the lowest level administrator having line supervisory authority over the employee. If the immediate supervisor is not clearly identified in a chain of command or otherwise, the immediate supervisor is the person by whom the employee is evaluated.

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INCENTIVE

Includes bonuses (e.g. signing, retention and teacher bonuses) that do not change base compensation.

INITIAL DATE OF HIRE

The first day of employment with the Division as a *regular* employee is considered to be an employee's initial date of hire. This initial date of hire will also be the employee’s anniversary date with the Division. The anniversary date will not change if an employee transfers or is promoted to another position within the Division.

INTERNSHIP

An internship is generally unpaid and generally provides for college credit. Job-embedded experience is the focus. An internship may be an employee or a non-employee.

INVOLUNTARY TERMINATION

An involuntary termination is an action against an employee because of substandard performance or other violations of the Division regulations, policies and procedures, or Ordinances or other applicable law and policies.

JOB SHARING

A full-time employee position which is divided between two (2) or more part-time employees who do not receive the benefits of a regular employee.

LAY OFF

A lay off occurs when an employee’s employment is terminated or interrupted due to a reduction of the work force or an approved change in the organizational structure, which is not a reflection of the employee’s work performance.

MAJOR TRAFFIC VIOLATIONS

Criminal traffic offenses (e.g. Driving Under the Influence, Hit and Run, Drag Racing, Reckless Driving, etc.) See Arizona Revised Statutes Title 28 to determine if a specific offense is a major or minor traffic violation.

MERIT INCREASE

An increase in base pay that may be granted in recognition for exceeding job performance expectations. It is in addition to any cost of living adjustments (COLA's) that the Education Board may approve for all regular, but not contract, employees.

MINOR TRAFFIC VIOLATIONS

Civil Traffic offenses (e.g. red light, changing lanes, failure to stop, etc.) See Arizona Revised Statutes Title 28 to determine if a specific offense is a major or minor traffic violation.

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NON-EXEMPT (HOURLY) EMPLOYEE

An employee who devotes most of his or her hours to activities that are not managerial, administrative, or professional and who is entitled to be paid if directed to work overtime. The Fair Labor Standards Act (FLSA) is used as guidance in determining which positions are salaried (exempt) or hourly (non-exempt).

OBSERVER

Means a person brought in by an employee or management to observe and witness a meeting or hearing but who may not participate in the discussion.

PAY GRADE RANGE

A pay grade range is sometimes known as a pay band. Each position is designated a pay grade range which allows for monetary incentives to reward the employee’s quality of performance. A pay grade range includes the minimum compensation amount up through the maximum compensation amount.

PERFORMANCE BASED ADJUSTMENT

Provides an upward base compensation adjustment for employees who have exceeded performance requirements for a job assignment for a specified period of time as provided in the compensation plan for the employee’s job classification.

PERFORMANCE IMPROVEMENT PLAN (PIP)

An action plan to address employee performance issues which includes a statement of the problem, required actions, timeline, expected outcome, and possible consequences.

PREFERENCE IN EMPLOYMENT

When the background qualifications, experience, and standing in the selection process are substantially equal, preference should be given to Community members and then other members of federally recognized Native American tribes, in that order.

PRIVATE / NON-PROFIT

A non-profit organization has 501(c) (3) designation under IRS tax law. This would typically include religious, educational, charitable organizations. A private organization may be a volunteer or for profit organization that is providing services to the Education Division.

PROBATIONARY EMPLOYEE

An employee who is undergoing a performance evaluation in order to determine if he/she can perform satisfactorily in the position. School employees are contracted for a single school year and therefore are not required to serve an initial probationary period.

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PROBATIONARY PERIODS

Initial Probation - A person in a regular position shall serve an initial probationary period for six (6) months. An initial probationary period may be extended one time for up to six (6) months in order to further evaluate the employee’s performance for regular employee status. Such an extension will be in writing, providing reasons therefore, with the concurrence of the Superintendent/Director.

PROBATIONARY TERMINATION

If an employee's performance or conduct is found to be unsatisfactory during his/her initial probationary period (including any extension), the employee may be terminated immediately and must be notified in writing. Employees not satisfactorily completing their initial or extended probationary period do not have a right to grieve or appeal their termination.

PROMOTION

The act of an employee being moved to a different position in the Department that is in a salary grade which is higher than the employee’s present salary grade. Extra duty stipend pay is not considered a promotion.

QUALIFIED EVALUATOR

Means a supervisor of staff is responsible for evaluating their direct reports as guided by the policies, procedures and guidelines. A qualified evaluator will have successfully completed their designated evaluator training in addition to complying with applicable regulations.

RE-BACKGROUND CHECK

Means a background check that is performed on a current employee, contractor or long-term volunteer after an initial background investigation has been performed, for the purpose of determining continued suitability for employment.

REGULAR CONTACT

Contact with children / students on more than two (2) occasions within the school calendar year.

REGULAR EMPLOYEE

Persons hired under an employment contract approved by the Education Board. The contract will specify whether it is for an exempt or non-exempt position, rate of pay per hour or salary, and the specific job title. Duties to be performed are stipulated in an Education Board approved position description. School contract employees, who are hired on a full-time basis for the full school calendar year or more, are considered regular employees. All School employees are contracted for a single school year and therefore are not required to serve an initial probationary period.

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REGULAR PART-TIME EMPLOYEE

A person who is scheduled to work less than thirty (30) hours a week. Persons hired under an employment contract approved by the Education Board. The contract will specify whether it is for an exempt or non-exempt position, rate of pay per hour or salary, and the specific job title. Duties to be performed are stipulated in an Education Board approved position description. School contract employees, who are hired on a part-time basis for the full school calendar year or more, are considered regular employees. All School employees are contracted for a single school year and therefore are not required to serve an initial probationary period.

REPRIMAND

A written disciplinary notice that goes into an employee's personnel file.

REPRISAL OR RETALIATION

Means a detrimental action taken against an employee without basis in response to an appeal, grievance, or similar action.

SCHOOL CONTRACT EMPLOYEES

Persons hired for up to one year under an employment contract approved by the Board. The contract will specify whether it is for a salaried or hourly position, a certain number of days or work dates related to the approved school calendar, rate of pay per hour or salary, and the specific job title. Duties to be performed are set forth in an approved position description. Department school contract employees, who are hired on a full-time basis for the full calendar year or more, for most purposes are considered regular employees.

SEASONAL OR PERIODIC TEMPORARY EMPLOYEE

An employee who is hired to cover an employment need that varies. Such employees are at-will employees.

SERVICE AWARD

An award given as recognition of an employee's continuous employment with the Division.

SUPERINTENDENT/DIRECTOR

The Superintendent/Director of the SRPMIC Education Division.

SUPERINTENDENCY

The Superintendent/Director and Assistant Superintendent of the SRPMIC Education Division.

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SUSPENSION

Relieving of an employee from work duties and the removal of an employee from the work site for one (1) or more business days without pay. An employee may not use leave during a suspension. Suspension is a disciplinary action.

SUPPORT STAFF MEMBERS

All employees of the Division who are not required by state law or by a Department policy, regulation, or job description to possess teaching or supervisory certificates from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Board.

TEMPORARY EMPLOYEE

An employee hired to fill a temporary employment need without going through the competitive selection process. Temporary employees may not meet all the minimum qualifications for a job class and typically perform the most basic tasks in a position because the complex tasks involve more training. While a temporary employee gains experience in a temporary position, a temporary employee cannot be hired as a regular employee if he/she does not meet all the minimum qualifications.

TERM-LIMITED REGULAR EMPLOYEE

A term-limited regular employee shall acquire the rights of a regular employee except that there is no expectation of continued funding for the position. The position ends when the funding for the position ends.

TRANSFER

The act of moving an employee from one position in the Division to another position in the same salary grade.

UNDERFILL

An enrolled Salt River Pima-Maricopa Indian Community member who does not meet all of the minimum qualifications for a position but can come into compliance within a time frame that meets the needs of the Division through on-the-job training (OJT), certification and/or more formal education, as approved by Superintendent/Director.

VOLUNTARY TERMINATION (RESIGNATION)

A voluntary termination (resignation) is an act by an employee to terminate his/her employment with the Division.

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VOLUNTEER

A person who provides services to the Education Division without compensation either individually or as a member of a partner organization.

VOLUNTEER, LONG TERM

Means a non-paid person who volunteers his or her services on more than two (2) occasions within the school calendar year.

WARNING

Means a written or oral notice to the employee that his/her behavior and/or his/her productivity must improve.

WITNESS

Means a person who appears at a hearing to testify about matters within his/her knowledge that are relevant to the issues.

WORK DAYS

Means any day that the Schools and/or the Division offices are open for business.

WORKPLACE

Includes any SRPMIC Division school, building, office or premises thereof and any Division-owned vehicle or any other Division-approved vehicle used to transport staff members or students to and from school or school activities or on Education Division business. The workplace may include off school/Division property. The workplace includes any Division-approved activity, event, or function where students or staff members are under the jurisdiction of the Division wherever such activity, act or function may take place. In addition, workplace shall include all property owned, leased, or used by the Division for any educational or school business purpose.

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