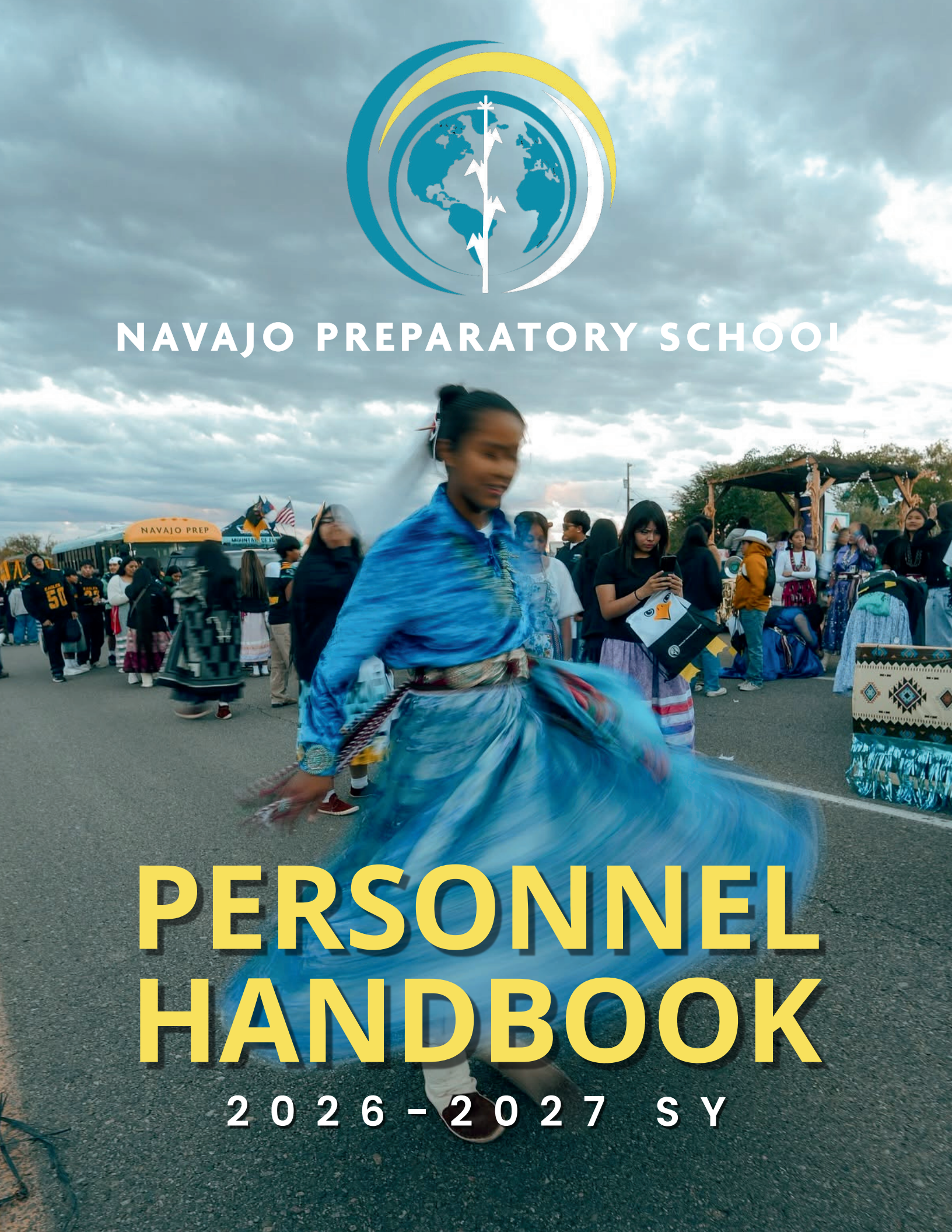
NAVAJO PREPARATORY SCHOOL



PERSONNEL HANDBOOK

2026-2027 SY

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WELCOME

Welcome to Navajo Preparatory School. We are pleased that you have chosen to become a member of the Navajo Preparatory School's family. Our purpose, vision and philosophy are stated on page 7 of this handbook. Please take the time to familiarize yourself with our policies and procedures. Our standards of practice for leadership and work at Navajo Preparatory School is centered on the Dine' values and principles of k'e (positive relationships with all), and hózhó (harmony, balance and peace). These principles guide our thinking, speaking, behavior and interactions with all people on a daily basis. It is through these values that we model and teach our young people to be "*Leaders Now and into the Future – Yideeskąągóó Naat'áanii*." These are our standards of practice toward self-determination in education and life.

Again, thank you for becoming a part of the NPS Family and I know you will make a positive impact in the lives of our valued students as they pursue their college prep education here at Navajo Preparatory School.

Shawna A. Becenti, Head of School

PURPOSE OF PERSONNEL POLICY

These Personnel Policies are designed to give direction and guidance to the employees of the Navajo Preparatory School, Inc., hereinafter referred to as "the School" in human resource matters and issues. The Personnel Policies Handbook does not constitute an employment contract and it can be changed or modified as deemed necessary by the Board of Trustees.

LEGAL STATUS OF SCHOOL

The School is a four-year college preparatory school that serves residential and day students in grades 9-12. The School is incorporated under the Navajo Nation Corporation Code and the New Mexico State Corporation Commission and is classified as a non-profit organization under 501(c) (3) of the Internal Revenue Code. The School is funded by the Federal government under Public Law 100-297 as a tribally-controlled grant school, Navajo Nation Department of Dine Education.

MISSION AND VISION OF THE SCHOOL

The mission is to produce Yideeskąągóó Naat'áanii, Leaders Now and into the Future.

Our vision is to create a compassionate and caring home where the Navajo Prep community thrives. We strive to instill a strong sense of self-identity, cultural foundation, and global awareness in our students. Through this holistic approach to education, we prepare our students with the tools and knowledge they need to become leaders within their communities and on a regional, national, and international scale. Navajo Prep fosters an inclusive environment that welcomes all individuals by removing barriers.

PHILOSOPHY OF THE SCHOOL

The primary functions of the School are to help students learn in a setting that promotes college-level work and instill appreciation of Native languages and cultures by:

1. Providing an instructional program that facilitates global and international learning to develop responsible global citizens and leaders through excellence and inquiry.
2. Providing an instructional program that promotes and fosters the preservation of native languages, traditions, cultures, values, and heritage of various Native Americans, particularly of the Navajo people.
3. Providing a work environment that intentionally cultivates an inclusive environment and promotes behaviors that embrace diversity. See Appendix D "Diversity, Equity, Inclusion, and Belonging Policy."

EMPLOYMENT CLASSIFICATION

The Head of School, Associate Head of School for Academics and Operations, and Dean of Students / Athletic Director are licensed administrative professional positions as required by the New Mexico State Department of Education and Cognia.

Other administrators in a supervisory position over other employees shall include, but not limited to, the following positions: 1) Division Director of Student Life and Wellness, 2) Facility & Operations Manager, 3) Division Director for Business and Human Services, 4) Director of Technology, 5) Associate Head of School for Advancement & Outreach, 6) Food Services Director, 7) Human Resources Manager,

and 8) Dean of Academics / IB Coordinator.

Professional classified staff are subject to the appropriate licensure requirement set by the New Mexico Public Education Department (PED) for Teachers, Administrators, Library Media Specialists and Counselors. Appropriate licensure from AZ, CO, and UT are also accepted.
Residential staff are reviewed according to 25 CFR Part 36 – Home Living Programs.

BOARD OF TRUSTEES

The School is governed by a five (5) member Board of Trustees in accordance with the Navajo Nation Election Laws, 11 N.N.C.., Section 11. Members are elected from agencies of the Navajo Nation: Northern Navajo Agency (1), Eastern Navajo Agency (1), Ft. Defiance Navajo Agency (1), Western Agency (1), Chinle Navajo Agencies (1). The president of NPS Student Senate serves as an ad-hoc member.

As granted by P.L. 100-297 and the Articles of Incorporation, The Board of Trustees has full authority and control of the management and operation of the School and therefore serves as the employer of all who are employed by the School. The Board of Trustees shall have the sole authority to implement or revise the personnel policies in the best interest of the School and shall mandate adherence to the Personnel Policies in the administration of personnel practices. The Board of Trustees gives the Head of School the responsibility and the authority to carry out and interpret the Personnel Policies. When necessary, the Board authorizes the Head of School the responsibility to request for legal advisement and/or interpretation for the Board.

ORGANIZATIONAL STRUCTURE OF THE SCHOOL

The organization of the School is designed with its components interrelating in a formal hierarchical structure. This organization structure, depicted in the organization charts and approved by the Board of Trustees, indicates positions that have responsibility and authority for the supervisory oversight of various departments. See Appendix C.

EMPLOYEE CONDUCT & GENERAL CONSIDERATIONS

Code of Ethics

All employees shall conduct themselves in accordance with the highest standards of ethical conduct in all transactions with students, co-workers and the public. Employees shall be expected to act and perform their duties in such a manner as to reflect positively upon the School. All employees shall abide by the policies of the School, work toward the attainment of School goals, and support the mission and philosophy of the School.

Standards of Conduct

Conflict of Interest

Employees shall perform their duties with impartiality and at all times refrain from transactions that create a conflict of interest or create an appearance of conflict of interest between personal, family or business interest and the interests of the School.

Acceptance or Solicitation of Gifts and Gratuities

Employees shall refrain from accepting or soliciting any cash, gift, gratuity, service or favor which may constitute a conflict of interest or when such may influence ethical conduct. Solicitation of cash or cash value items may be permitted if such solicitations are authorized by the Head of School. Any and all gifts, gratuities or services for the School shall be accepted by the Head of School and shall become the property of the School. Any cash must be submitted to the business office or the after hours security safe the same day cash is collected for any reason; failure to comply will result in progressive disciplinary action up to termination.

Confidentiality

Employees shall maintain the highest standards of ethical conduct when handling sensitive and confidential information. Sensitive and confidential information shall not be used for personal gain or benefit. Such sensitive and confidential information includes, but is not limited to, employee personnel files, student admission and record files, student health records, payroll records, employee health records, and employee contracts.

Personal Business/Property

Employees shall refrain from engaging in unauthorized non-emergency, personal business and activities during work hours and shall not use School property for such activities unless authorized by an appropriate supervisor.

The school is not liable for any loss or damage to personal property. Using school outlets to charge eclectic vehicles is prohibited.

Personal Appearance

Employees are expected to maintain a clean and appropriately groomed appearance and to wear clothing that is clean, in good condition, and appropriate for the employee's job duties. Expectation of standard dress is business casual for office/classroom professionals, including slacks and a dress shirt or polo top. T-shirts and jeans are not considered business casual. Because not all-casual clothing is suitable for the office, the following guidelines will help you determine what is appropriate to wear to work:

- Clothing that works for the beach, yard work, clubs, exercise sessions and/or sports contests is not appropriate for a professional work environment.
- Sun dresses, rubber flip-flops and midriff-baring tops are specific examples of clothing not appropriate in a work setting.
- Clothing that reveals excessive cleavage, back, chest, stomach or undergarments.
- Any clothing that has words, terms or pictures that may be offensive to other employees is unacceptable. Images that are political, religious in nature, are sexually provocative, depict profanity or are insulting of others are unacceptable.
- Any tattoo that could be perceived as offensive or hostile or diminish your effectiveness as a role model for our students must be covered during the workday.

Employees are encouraged to participate in cultural dress on Wednesdays, while maintaining the professional dress standards stated above. However, staff may participate in casual dress on Friday, where they wear jeans and a Navajo Prep or college t-shirt.

Navajo Preparatory School, Inc. (NPS) allows reasonable self-expression through personal appearance, unless a) it conflicts with an employee's ability to perform his or her duties effectively or with his or her specific work environment, or b) it is regarded as offensive or harassing toward co- workers or others with whom NPS conducts business with and has contact with employees. If management determines an employee's personal appearance to be a conflict, the employee will be encouraged to identify appropriate options, such as removal of offensive clothing, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the goal of Navajo Preparatory School, Inc. Nonetheless, NPS is legally responsible for ensuring that no employee is subject to harassment or a hostile work environment. As an initial step toward the resolution of any complaint of offense under this policy, supervisors will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, Human Resources will be contacted to help resolve the issue.

Harassment & Hostile Work Environment

a. Harassment of Employees: Sexual, Sexual Orientation, Racial, Disability, Age or Retaliation Harassment based on sex, sexual orientation, race, disability or age is in violation of Title VII of the Civil Rights Act of 1964. The School will not tolerate harassment of any employee by any individuals. An employee found to be in violation of this Personal Policy would be subject to disciplinary action.

The following guidelines define sexual harassment:

Unwelcome sexual advances, solicitation for sexual favors, verbal or physical mannerism of sexual nature constitutes sexual harassment when:

1. Such conduct, verbal or physical, is unwelcome or offensive.
2. Such conduct is imposed upon an individual as a term of employment, or as a basis for receiving or withholding services, goods or entitlements.
3. Such conduct produces a hostile or intimidating effect on an employee's work performance and environment.

Sexual harassment is to be reported to the School's Human Resources Manager or any other immediate person of authority. Human Resources will consult with Head of School in a timely manner. Any employee who is found, after appropriate investigation, to have engaged in harassment will be subject to appropriate disciplinary action, up to and including termination. Complaints will be handled according to the Disciplinary Action procedure to the Personnel Handbook, Section 19: Dispute or Complaint Procedure.

b. Navajo Preparatory School will not tolerate verbal or physical conduct by any employee that creates an intimidating, offensive or hostile environment for enrolled students. Accordingly, the following conduct is prohibited between employees and enrolled students:
   1. Sexual jokes, flirtations, touching, advances or propositions
   2. Verbal abuse of a sexual nature
   3. Graphic or suggestive comments
   4. Sexually degrading words to describe an individual.
   5. The use of sexually suggestive language objects or pictures inappropriate to approved curriculum.

   All complaints of sexual offensive conduct will be investigated in a confidential and professional manner by Human Resources and/or appropriate social service and law enforcement agency. The employee may be placed on administrative leave pending investigation. Any employee, who is found after appropriate investigation to have engaged in harassment of an enrolled student, will be subject to appropriate disciplinary action including termination. Complaints will be handled according to Disciplinary Action procedure in Personnel Handbook, Section 19: Dispute or Complaint Procedure.

c. Retaliation
   The school does not tolerate or condone any form of harassment or retaliation toward employees who report incidents of harassing behavior or assist in any inquiry about such a report.

Human Trafficking

Human trafficking is the act of compelling a person to engage in sexual acts or forced labor. Many cases go unreported, and law enforcement can't fight trafficking alone. If you or someone you know is a victim of this crime, you are required to call or text, in New Mexico 505-GET-FREE (505-438-3733) or call the National Human Trafficking Resource Center Hotline at 1-888-373-7888 for help or assistance.

Corporal Punishment

Corporal punishment of students or employees is prohibited under any circumstances. Employees shall not make physical contact with students or other employees in a hostile or offensive manner under any circumstances except as necessary to protect the safety or life of the employee or others. Every instance of touching a student or other employee in defense of self shall be reported immediately to their immediate supervisor and Head of School. A thorough investigation of the incident shall be conducted by an independent investigator who will report the results of the investigation to the Head of School and the Board at its next regularly scheduled meeting.

Safeguarding and Use of School Property

Employees shall follow proper policies and procedures concerning School property as outlined in the Navajo Preparatory School, Inc. Business Policy. Employees shall, at all times, ensure that School equipment, buildings, materials, records, cash and all other items of monetary or non- monetary value are safeguarded. Negligence or intentional disregard for the security and proper use of School property will result in disciplinary action and possible compensatory damages assessed for repayment to the School (see table of disciplinary penalties beginning on page 41).

Safety

Employees shall always practice safety while on the job. Any injury, illness, or accident occurring as a result of employment shall be reported immediately to the supervisor. Any accident or incident occurring on campus or during school functions must be immediately reported in writing to the immediate supervisor. The employee will complete the "First Report of Accident" form and give to supervisor and Human Resources. The employee will be required to seek medical attention from the preferred medical provider if necessary. If emergency treatment is required, the form must be completed the following business day. See Section 13-T: Worker's Compensation for such matters.

Social Media and Networking

Social media includes all means of communicating or posting information or content of any sort on the internet or any form of electronic communication, whether associated or affiliated with Navajo Preparatory School. The same principles and guidelines found in Section 8-A – "Code of Ethics" apply to your activities online. Employees should consider some of the risks that are involved before creating online content. An employee's conduct that adversely affects their job performance and of stakeholders, shall result in disciplinary action up to and including termination.

Using social media at work

School communications and computer technology are designed and intended for work, not for personal use. Prohibited activities in social networking include engaging in vulgar or abusive language, personal attacks, and offensive terms targeting individuals or groups, and endorsement of political parties, candidates, or groups.

Employees should not post confidential or proprietary information that may reflect negatively on the School's reputation. Additionally, under no circumstances may School computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment. Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to the sexual harassment policy**.**

Communication and Social Media Policy

Social networking spans both the work lives and personal lives of Navajo Preparatory staff and faculty; because of this, a degree of crossover and conflict of responsibilities may occur. Navajo Preparatory School's interest is in defining the educational and work-related philosophies and practices of social networking for the purpose of protecting our staff and faculty, students, and the larger school community and advising them on best practice as it relates to online social

networking.

The principles of inspiring academic excellence, cultivating community, fostering integrity and learning from place should guide both our face-to-face and our online interactions with students, parents and other members of the community during and outside of the school day. As role models for our students, when using social media, staff and faculty should be respectful, honest, accurate, and appropriate.

Posting or Sharing School-Related Activities: Staff and faculty should not post photos of students' faces or specifically name students on their personal social media accounts. Staff and faculty are highly encouraged to submit possible social media posts to the Advancement and Outreach department for distribution through Navajo Preparatory School media outlets. The school encourages "sharing" of the School's social media posts onto your personal sites and channels. By sharing your enthusiasm for school news, you grow the school's "Social Equity" in the community. As different modes of communication serve different purposes, Staff and faculty should be mindful of the limitations and advantages of various modes.

Whether or not an employee is speaking on behalf of the school, they are still seen as a representative of the school. Because of this, Navajo Preparatory Staff and faculty should avoid posting material that could be seen as harassing, offensive, inappropriate, or demeaning. Staff and faculty of Navajo Preparatory School will also refrain from disclosing information specific to the operation of the school, or confidential information as it relates to students, staff and faculty, suppliers, business partners, or any other stakeholders associated with the School. They should model respectful communication in online interactions.

Electronic Communication with Current Students

Social Media Sites

Navajo Preparatory School Staff and faculty should not accept "friend requests" from current students or alumni under the age of 18 or interact with or follow current students via other social media sites. (This is best practice in the field of independent schools and protects Staff and faculty from potential liabilities for what they view and the actions they do/don't take.)

Navajo Preparatory Staff and faculty should keep in mind that communications between an adult and a student are fundamentally distinct because of the difference in power between an adult and child.

Whether our conversations with students are informal or formal, Staff and faculty should always be aware of these differences and the potential for misinterpretation and misunderstanding. It is important for adults to be clear, and firm when necessary, when communicating with students but also compassionate and forgiving.

Developing positive, healthy relationships with students is at the heart of Navajo Preparatory's mission so informal communications with students are encouraged and inevitable. However, Staff and faculty should remember to use discretion and define appropriate limits for these interactions**.**

Setting up Social Media Sites for School Projects, Clubs, or Teams

Navajo Preparatory School's staff and faculty should use their discretion when setting up social media sites to communicate directly with students and parents involved in the program, club, or extracurricular activity. Students should not be the sole manager of a social media site that has Navajo Preparatory School's name or a name of a club or activity on it. One adult on campus should be the secondary manager and all material (photos, links, videos, and written) posted should go through the supervising adult first. All social media sites set up for this use should be previously approved by the Communications Office, and a division head or supervisor. Access to all social media sites linked to a Navajo Preparatory School program should be shared with the Associate Head of School for Advancement and Outreach including username and password. The faculty or staff member who sets a site up is responsible for cancelling it once it is no longer in use. Staff and faculty must keep in mind the appropriateness of the content posted to these social media sites and ensure they are congruent with Navajo Preparatory School's core values.

Electronic Communication with Former Students and Alumni

Navajo Preparatory Staff and faculty should use professional discretion when "friending" or following sites of alumni 18 or over. It is important for Staff and faculty to recognize that there are online connections between many former and current students, and that information shared between school Staff and faculty and former students is likely to be seen by current students as well.

Social Media and Electronic Communication with Parents

We recommend using caution and good judgement when accepting friend requests from current parents, particularly if you feel as though your presence on their social media site represents a conflict of interest.

Privacy

Recognize that there is no such thing as complete privacy on any social networking site. Take care in anything you post online. Keep privacy settings at appropriate levels to protect yourself. Navajo Preparatory reserves the right to request access to social media and electronic communications between Navajo Preparatory Staff and faculty and students. A refusal to cooperate with such a request may be deemed insubordination.

DRUG FREE WORKPLACE

The School shall comply with the regulations of the Federal Drug-Free Workplace Act of 1988, the Drug-Free Schools and Campuses Act Amendment of 1989 and other applicable laws. The regulations state that it is unlawful to manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace. Navajo Preparatory School does recognize Traditional Medicine practices. However, employees may be subject to random drug screening. Newly hired bus drivers will be subject to a pre-employment drug screen and any employee driver involved in a school vehicle accident is subject to a post-accident drug screening.

Published Annual Letter

The School shall publish upon hire and an annual letter at the beginning of every School term, no later than August 31st, informing all employees of its commitment to and compliance with the Federal Drug-Free Workplace Act and the Drug-Free Schools and Campuses Act.

The Annual Letter shall state that:

1. All employees, guests, and visitors of the School, while involved or participating in a School-related or non-related activity, are prohibited from the manufacture, distribution, dispensation, possession, or use of any controlled substance, alcohol, any form of tobacco, or illegal drug on the School premises.
2. School administrators shall be immediately notified of any violation of regulations and shall investigate the violation, review the situation, and, if necessary, take appropriate disciplinary action.
3. An employee who has been arrested for any reason shall notify his or her immediate supervisor within three (3) working days. Appropriate disciplinary action will be taken in accordance with school policy.
4. An employee who has been found in violation of the NMAA Ejection Policy shall notify his or her immediate supervisor within five (5) working days. Appropriate disciplinary action will be taken in accordance with school policy.
5. Guests and visitors convicted by a court of law for a drug or alcohol offense, which occurred on the campus of the School, shall be dealt with by the appropriate law enforcement agency.
6. An employee found guilty of violating illicit drugs and alcohol laws may be mandated to substance abuse education, treatment, and rehabilitation programs approved by the municipal, state, federal government law enforcement agency, or other appropriate agency as a condition of their continued status as an employee of the School. Failure to do so may result in immediate discharge from employment. See Section 17-D. Violation of the Drug-Free Policy.

Disciplinary Sanctions

For disciplinary sanctions – See Disciplinary Action Section 17.

Tobacco, Smoking, Chewing, and Electronic Use

For the purposes of this policy, “smoking”, “vaping”, and “chewing” shall be inclusive of all uses of tobacco and nicotine products. Tobacco and nicotine use in any form is prohibited in all school buildings, on School transportation, School sponsored events and on School grounds to provide employees a safe, healthy, clean, hazard-free working environment.

EMPLOYMENT PRACTICES

Equal Employment Opportunity Law

The School shall comply with federal and state laws regulating employment practices. Such laws include the Title VII Civil Rights Act of 1964, Executive Order 11246, Section 504 of the 1973 Rehabilitation Act, the Age Discrimination Act of 1967 as amended, and the Vietnam Era Veteran's Readjustment Act of 1974. origin, political affiliation, religion, age, disability or sexual orientation except where preferential employment opportunities are by law authorized for Native Americans.

American with Disabilities Act (ADA)

The School will comply with the requirements of the Americans with Disability Act (ADA), that no inquiry will be made as to physical disabilities prior to the offer of employment and that reasonable accommodations will be made to assist individuals with disabilities to perform the essential functions of the job.

Preference in Employment Practices

The School is authorized under P.L. 100-297 as a grant school and operates under the auspices of the Navajo Nation Corporation Code. The School complies with the Navajo Preference in Employment Act (15 N.N.C., Sec. 601, et. seq. and 10 N.N.C Sec. 124) and The Navajo Sovereignty in Education Act of 2005.

Pregnancy Discrimination Act

The Pregnancy Discrimination Act (PDA) is an amendment to Title VII of the Civil Rights Act of 1964. Discrimination based on pregnancy, childbirth, or related medical conditions constitutes unlawful sex discrimination under Title VII. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees who are similar in their ability or inability to work.

Hiring Practices

Establishment of an Employment Position

a. All Employment positions (replacement or temporary) shall be established by an approved budget and shall be approved by the appropriate line of authority, Human Resources, and Head of School. A proposed Job Description must be completed for all replacement and temporary positions. The proposed Job Description shall be forwarded to the Head of School and Human Resources for approval. Human Resources shall initiate the advertisement and recruitment process.

b. New employment positions and job descriptions must be approved by the Board of Trustees.

c. Non Administrative positions may be filled by the Department Supervisor with approval by the Head of School.

Advertisement and Recruitment of Positions

Human Resources shall be responsible for the internal and external advertisement of all approved vacant positions. These positions shall be advertised internally for three (3) working days. An employee who makes application for an internally announced position shall do so with the understanding that the School has no obligation to hire anyone found unqualified for the position. External advertisements will be posted up to 2 weeks to acquire a strong applicant pool.

Advertisement Closing Date

Employment applications submitted or postmarked on or before the closing date stated on the job announcement shall be accepted in the candidate pool. Employment applications shall be continuously accepted from candidates for vacant positions that are advertised as "open until filled." The closing date for "open until filled" positions will be when the position has been offered to and accepted by a candidate.

Screening and Interview

a. The Department Administrator and Human Resources shall screen all applications to determine which applicants meet the qualifications for the position.
b. The screening and interview criteria shall include, but not limited to education, applicable experience, Indian/Navajo Preference, Veteran's Preference, ability to speak the Navajo language. The top- ranking candidates shall be selected for an interview. the Department Supervisor. All candidates shall be asked the same interview questions. Numbers, ranging from the highest number indicating an excellent response to the lowest number indicating a poor response, shall be used to score the candidates' responses to the interview questions.
c. The interviews shall be scheduled and facilitated by Human Resources in coordination with the Department Supervisor. On-site interviews shall be the primary method of interviews; however, virtual or telephone interviews may be permitted for candidates who cannot be present for on-site interviews.
d. The Interview Committee shall interview the candidates. At the conclusion of the interviews, the Committee shall tally their scores and rank the candidates. A written recommendation for selection of top ranked candidate, along with the Interview Rating Forms, shall be submitted to Human Resources.
e. A Selection & Alternate List will be established for a 90-day period. Applicants will be selected according to the ranking order of the interview process. If an applicant on the alternative selection list is not selected, the position will be posted and re-advertised.

Reference Checks/Background Checks

Reference checks shall be completed on the top candidate recommended by the Interview Committee. Reference checks will be reviewed by Human Resources and/or Department Supervisor and followed up in written form. All checks must be documented and retained in the personnel file. The supervisor of a department can request a newly hired employee to start immediately pending a background check provided that the employee is supervised and monitored by an employee with a completed and current background check.

The Navajo Preparatory School in its contract with the U.S. Government is required to conduct background checks on all its employees according to 18 U.S.C. 1169/25 U.S.C. 3207 and P.L. 101- 630, Indian Child Protection and Family Violence Prevention Act, Section 408, Character Investigations. Prior to making an offer of employment, the candidate selected will be required to submit to fingerprinting at his/her own expense and will undergo the background check referred to in this paragraph, through the Federal Bureau of Investigation, Tribal Law Enforcement Agency, State of New Mexico and other states where candidate has lived, National Sex Offender Registry and the Division of Motor Vehicles. In addition, other local investigations may be initiated to expedite background investigation prior to hire of the employee. All background checks are subject to renewal at their expiration and each employee must submit new fingerprints and any other required information for renewal. The employee will execute all

required consent and waivers and pay the expenses for conducting the initial background check. Periodic reviews thereafter will be paid for by the school. An employee maybe onboard and work prior to the completion of their background check if they are supervised by an employee who has a complete background check and have no unsupervised contact with students.

The result of background checks will be used to determine the suitability of the existing or prospective employee for the position held or sought. In making the determination the school will follow the suitability adjudication process and two issues will be considered: 1) whether the conduct in question indicates a potential for inadequate or reduced accomplishment of specific duties; and 2) whether the conduct indicates any immediate or long-term risk of abuse of the trust in carrying out the responsibilities of the position. The following factors shall be considered as a basis for disqualification under these criteria including but not limited to:

- Criminal, dishonest, infamous or notoriously disgraceful conduct;
- Intentional false statement or deception or fraud in examination or appointment;
- Delinquency or misconduct in prior employment
- Habitual use of intoxicating beverages to excess
- Unlawful use of narcotics, drugs, or other controlled substances, or
- Abuse or mistreatment of children

The following additional factors shall be considered:

- The nature and seriousness of the conduct;
- The circumstances surrounding the conduct;
- How recent the conduct was (within the last 5 years),
- The age of the applicant or employee at the time of the conduct;
- Contributing social or environmental conditions; The absence or presence of rehabilitation or efforts toward rehabilitation; and
- The kind of position for which the person is applying or in which the person is employed, including its true risks.

All offers of employment even after approval by the Board of Trustees are subject to the adjudication process by the adjudication officer upon return of information from the background checks. All employees are required to have both a yearly motor vehicle department check and be recertified every 5 years. Employees shall report any unsuitable events to Human Resources during their ongoing employment.

Employment Tests

Employment Tests, optional and when needed to measure the applicable skills of the candidate, shall be administered by the supervisor or appropriate agency of the vacant position. All employment tests given must be appropriate and relevant to the position.

Administrative Decision on the Recommendation of the Screening and Interview Committee

The Head of School, Human Resources and the Department Administrator shall review the Screening and Interview Committee's recommendations and the Head of School shall have the discretion to accept or reject the Committee's recommendation. If a selection is made, which differs from the selection and

ranking order, the Head of School shall submit a written justification to the Board of Trustees.

Offer of Employment

The department head will recommend to the Head of School the employment of the selected candidate and the salary or wage to be offered and will be approved or rejected. The Head of School will recommend to the Board of Trustees the employment of administrative positions and salary or wage to be offered. Salary or wage offers shall be commensurate with the classification of the position and in accordance with the Wage and Compensation Schedule as approved by the Board of Trustees.

The employee renewal recommendation made by the supervisor at the end of the school year may be cancelled by the Board of Trustees for cause not personal to the Employee when a reduction in personnel is required as a result of decreased enrollment, or a decrease or revision of educational programs, or unforeseen situations beyond our internal governance, or insufficient legislative appropriation, or authorization being made by the State and/or Federal Government for the performance of the contract, provided there is no other position for which the Employee is qualified and consistent with the overall necessities of Navajo Preparatory School, Inc.

In a situation where an employee, who has voluntarily left the School in good standing, is interested in reapplying for an advertised position previously held, he/she must go through the regular employment application process with other applicants. If selected for rehire, the employee may receive the same pay rate if returning within five years or less from separation.

Reimbursement for Interview or Moving Expenses

The School does not provide for reimbursement of interview or moving expenses.

Approval of Hires by the Board of Trustees

The Board of Trustees shall approve Head of School and administrative hires. The Head of School's recommendation to hire administrative staff is not binding upon the School until such time as the Board of Trustees approves the hiring. A letter stating job title, salary rate, time of employment, and job description shall be required for the hiring of any administrative personnel; and shall be used for the approval process.

Temporary Hires

1. In the event of an urgent need requiring additional personnel, temporary hires shall be authorized to work contingent upon availability of funds and not to exceed nine (9) months. Any extensions for temporary hire within the nine (9) month period must be approved by the Head of School.
2. Temporary employees are not eligible for any benefits offered by the School and may be terminated from temporary employment without notice and without recourse at any time.

Emergency Hires

1. In the event of an urgent need for additional personnel classified as exempt and non-exempt employees, the immediate supervisor shall provide documented justification and request approval through the line of authority for the Head of School to hire on an emergency basis.

2. Emergency employment for administrative staff shall be for a minimum of ninety (90) calendar days. Emergency employment for Faculty members shall be for a maximum of one (1) school term (August to May) or as deemed necessary by the Associate Head of School for Academics and Operations with approval of the Head of School.
3. Emergency hires for less than six three (6) (3) months are not eligible for any benefits offered by the School and shall have no rights to continued employment or grievance under these or any other policies. Emergency hires shall be terminated without recourse at the end of their emergency hire term.

Non-Full Time Employee

1. Personnel working less than 30 hours per week will be selected by the Department Supervisor for which they are being hired with coordination by the Human Resources. These may include Tutors, Substitute Teachers, Substitute Residential Advisors, Substitute Bus Drivers, other part-time and seasonal personnel. The selected applicant must adhere to NPS background and reference checks. Duration of the position will be for no more than nine (9) months and will be evaluated by the Supervisor of the department. These positions are not eligible for any benefits offered by the school and shall have no rights to guaranteed employment beyond the school year they are being employed for or grievance rights under these or any other policies.
2. Assistant Coaches are selected by the Head Coach hired for the sport in coordination with the Athletic Director. Assistant Coaches are hired for the duration of the sport season and are not eligible for any benefits offered by the school and shall have no rights to guaranteed employment beyond the sport season they are being employed for or grievance rights under these or any other policies. The selected applicant must adhere to NPS background, reference checks, and applicable licensure. In the event the Head Coach resigns or is terminated prior to the start of the sport season, there is no guarantee of employment.
3. Volunteers, including coaches and parents, shall adhere to a background check and licensure requirements, if applicable. Volunteer coaches are not eligible for benefits or any grievance rights.

Transfer to Another Position

1. All transfers shall be approved through the appropriate line of authority, Human Resources and by the Head of School.
2. Only full-time employees or faculty members, if qualified and performing their jobs adequately, may receive a lateral or promotional transfer to a vacant position.
3. Lateral transfers shall remain at the same class, grade and rate of pay. Promotional transfers shall receive a commensurate class, grade and rate of pay.
4. Promotional transfers can be considered if a position is vacated. The department supervisor will submit a recommendation for promotion to Human Resources who will determine if the employee meets the minimum qualifications of the position. If the employee meets the minimum qualifications, human resources will forward the request with proposed wage or salary to the Head of School for approval. Human Resources will offer the position to the employee and if accepted, the employee will be onboarded to the new role.

Grant or Contract Hires

1. The salary assignments for positions funded through a grant or contract shall be in compliance with the Wage and Compensation Schedule approved by the Board of Trustees and shall be approved by

the appropriate line of authority and the Head of School.
2. Positions funded through a grant or contract is subject to all School policies.
3. Upon modification or expiration of the grant or contract, the School shall have no obligation to continue the position or to employ the individuals employed under the grant or contract.

Supplemental Employment

1. Outside Employment
    1. If outside supplemental employment is not approved by the Head of School on a yearly basis, then the employee will be given the opportunity to terminate one of either employment.
2. Consulting
    1. Employees may accept consulting that does not exceed three (3) working days per contract year. Approval to consult must be obtained from the Head of School one (1) week prior to the consulting engagement.
    2. Employees may not serve as paid consultants to any program or activity funded by the School or student funds, unless it is in addition to a regular contractor during furlough periods.

Nepotism

1. To promote the highest standard of ethics, conduct and morale, the School shall not employ, in any position, any person who may receive direct supervision by a relative.
2. The term "relative" is defined as one of the following: relationships by blood- parent, child, grandparent, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage- husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in- law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habituating couples or significant others.
3. For the purpose of this policy, traditional Navajo clan relationships do not constitute a "relative" relationship.
4. Any administrative personnel in a supervisory position, including Head of School, shall refrain from involvement in the personnel hiring process when it concerns the appointment, employment, remuneration and all other personnel decisions of any relative as defined above. The administrator must make known his/her interest in the official records of the School and must be disclosed to the Board of Trustees.
5. If an employee acquires a relative relationship through marriage or other legal action, with another employee, or if a reorganization of the School creates a supervision-subordinate relations between two related employees, then each employee shall be given six (6) months or the fiscal year ending, whichever is longer, to apply for a vacant position within the School. If no vacancy exists, the related employees shall decide among themselves which should offer their resignation from employment with the School.

Interim Role Stipend Pay

If a position is vacant, an interim employee will be designated by the Head of School. The employee in this interim role will receive a weekly stipend of $250 a week for a role in the same job capacity (lateral) or $500 a week for a role that is above the current employee's position, (supervisor, other supervisory role, etc.). An employee cannot be compensated for more than 1 acting role at a time and the stipend will end when a replacement is hired or until duties are no longer needed.
If a teacher is assigned an additional course section and forgoes a preparation period, they will receive additional compensation if funding is available.

EMPLOYMENT STATUS CATEGORIES

Introductory/Review Status

The purpose of the Introductory/Review period is to observe and evaluate the newly hired employee's adjustment to the job and job performance. Such adjustment and performance areas are, but not limited to, responsibility, accountability, performance, qualifications and conduct. The Introductory/Review period also provides for the release of an employee whose adjustment and performance does not meet the standards of the job. During the Introductory/Review period an employee may be terminated without cause and without recourse. If an employee is absent for any reason at the end of the introductory/review period, he/she will not be eligible to be converted to full time status until they return and the introductory/review evaluation is completed.

Duration

The Introductory/Review period for exempt employees and non-exempt staff is the first ninety (90) calendar days of employment.

Evaluation

a. The immediate supervisor shall evaluate the adjustment and performance of the employee and shall discuss the evaluation with the employee before or at the conclusion of the Introductory/Review period.
b. An employee who receives an above satisfactory evaluation at the conclusion of the Introductory/Review period shall become a regular status employee and subject to all conditions of employment specified by the School.
c. An employee who receives unsatisfactory evaluation may be recommended to the Head of School to serve an extended Introductory/Review period of no longer than sixty (60) days. The extended Introductory/Review period shall allow the supervisor to continue to observe the employee and the performance of the job.
d. An employee who receives an unsatisfactory evaluation at the completion of the Introductory/Review period shall be terminated without recourse and shall not be entitled to any benefits offered by the School including annual/sick leave pay.

Eligibility for Benefits

Employees are eligible for health benefits on the date of hire. Supplemental benefits will be available after ninety (90) days of employment. Annual and sick leave shall be available upon date of hire.

Regular Full Time Status

1. All full-time employees who complete the Introductory/Review period and who work between 32-40 hours per week are regular status employees. These employees receive single year employment contracts which can be terminated for cause.
2. Faculty Members: A faculty member who has completed the Introductory/Review period is a regular full-time status employee. A regular status faculty member shall be issued a single academic year employment contract.

Administrative Status

Administrative Employees shall be issued a contract which specifies the conditions of employment, in

addition to, the provisions of the Personnel Policies.

Fair Labor Standards Act (FLSA) (Exempt Employee Status and Timekeeping)

An employee who is paid an annual salary is an exempt employee under the provisions of the Federal Fair Labor Standards Act.

Maintaining time sheets for exempt employees is not required.

Non-Exempt Employee

A Non-Exempt employee is one who is covered by the provisions of the Fair Labor Standards Act, which states that, such an employee is compensated an hourly wage and receives overtime pay for work performed over forty (40) hours. See Section 15.E: Overtime.

Non-exempt employees are required to maintain records of time worked. Non-exempt employees are required to clock in and out on a time clock system.

Non-Exempt Employee Supplemental Stipend

An hourly non-exempt employee with a question concerning eligibility for supplemental / stipend should see Human Resources to determine eligibility by the Fair Labor Standards Act. Hourly non- exempt employees are not subject to the FLSA overtime rule when engaging in supplemental stipend work.

CONDITIONS OF EMPLOYMENT

Upon accepting employment with the School, an employee becomes subject to the following conditions of employment:

Job Description

Job Description defines to whom the employee reports, the qualifications, duties and responsibilities of the position. Each employee must meet the requirements and conditions of the job description.

Introductory/Review

First year employees, non-consecutive rehires, and in-house transfers (both lateral and promotional) are subject to Introductory/Review period as outlined previously. See Section 11. A.: Introductory/Review Status.

Employment Contract

Administrators, classified, non-exempt, and seasonal staff receive a single year employment contract. Based on performance evaluation, administrators may receive a subsequent two-year contract. NPS is not a tenure school.

Licensure Requirements

Proper licensure(s) for all classified positions, including Administrative, Counseling and Faculty, is required of employment. A teacher will be allowed to teach with a Pre-Level I Internship license for three years if adequate progress is being made toward appropriate licensure and proper documentation is provided by the teacher. Revocation of proper licensure required by the State of New Mexico is also grounds for termination.

The School, pursuant to its accreditation with Cognia, requires administrators to possess a State of New Mexico Administrators Licensure, faculty members to possess a State of New Mexico Teaching License with proper endorsement at the secondary level, coaches to possess a New Mexico coaching license and bus drivers to have a Commercial Driver's License with proper endorsements including required DOT certifications. Out-of-state licensure will be required to be reciprocated by the State of New Mexico within 90 days of employment for a new employee. Four-Corner state licensure (AZ, CO, and UT) is also acceptable. If the new employee does not obtain the appropriate licensure with the State of New Mexico and/or Four-Corner states, within this time period, they will be terminated.

Work Day and Hours

1. A normal work week for regular status employees shall be forty (40) hours per week, with an unpaid lunch; and may consist of time between Sunday to Saturday.
2. A work schedule shall be established for each employee by the immediate supervisor. The immediate supervisor shall have the discretion to revise the work schedule of an employee if deemed necessary by the needs and requirements of the department.
3. Shift work is work schedule for times other than the normal 8:00 a.m. to 5:00 p.m. workhours.
4. A compressed workweek may be practiced for summer months such as four (10) hour days when approved by the department supervisor. A compressed workweek for Christmas, Thanksgiving and Spring Break must be approved by the Head of School.
5. A compressed workday is not allowed during instructional days.

6. A fifteen (15) minute break time is allowed at midmorning and mid-afternoon for employees and shall be taken at a time when it does not interfere with job duties and responsibilities. Break time shall not be accumulated towards compensatory time or overtime pay.

Attendance

Attendance and Punctuality

An employee shall be punctual to work and in attendance at work unless he or she is on approved leave. Excessive tardiness and absenteeism shall be grounds for disciplinary action.

Impromptu Absence

An employee who is unable to work as scheduled shall notify his or her immediate supervisor as soon as possible prior to reporting time. Failure to do so shall be cause for disciplinary action. The immediate supervisor shall give the discretion to accept or reject the cause for extenuating circumstance (emergency or unforeseen situation). Any employee absent due to illness for more than (3) consecutive days will need a medical provider's note to return back to work.

Unauthorized Absence

An employee who is absent from work for three (3) or more consecutive days, for whatever reason without authorization from the immediate supervisor, will be subject to disciplinary action including termination. Termination in such a case shall be documented in the personnel record as a termination by discharge based upon a failure to appear for work for three (3) consecutive days. However, verifiable proof of an extenuating circumstance causing the absence could waive the termination. An employee who is absent for two (2) or more days of no-call no-show are subject to disciplinary action up to termination.

Excessive Tardiness and Absenteeism

An employee that is consistently tardy and/or excessively absent is subject to corrective or disciplinary action.

Health Status

The Head of School may require a physical examination of an applicant prior to employment, or for an existing employee, depending on department requirements. An employee may be required to submit a physical examination as requested by the school during employment if there are physical work restrictions requested by the employee or the employee's medical provider.

Performance Evaluation

The purpose of a personnel evaluation is to provide feedback in order to enhance job performance. Evaluations provide documentation for personnel actions, including but not limited to contract renewal, staff development, transfers, promotions and terminations. Supervisors are responsible for the performance evaluation of personnel in their department. Performance evaluations shall be included in the employee's personnel record.

Types of Performance Evaluation

a. Non-Exempt Staff

   A standard performance evaluation will be completed by the third Friday of March of each year during the duration of employment with the School.

b. Exempt and Professional Classified Staff
   A standard performance evaluation will be completed by the third Friday of March of each year during the duration of employment with the School.

Acknowledgement of Performance Evaluation

Performance evaluations shall be signed by the employee and the immediate supervisor with a copy submitted to Human Resources. Signing of a performance evaluation by the employee signifies acknowledgement of the evaluation. It does not necessarily imply agreement with the evaluation. The performance evaluation cannot be formally grieved or contested.

Response to Performance Evaluation

An employee desiring to respond to his or her performance evaluation may do so in writing. The written response must be received by the immediate supervisor and Human Resources within five (5) working days of the date the performance appraisal was discussed with the supervisor. It will be placed in the employee's personnel file.

Arrest Disclosure

Any employee who is arrested or convicted of a crime is required to disclose this to their immediate Supervisor and Human Resources with in three days. Failure to disclose an arrest or conviction will result in disciplinary action up and including termination.

BENEFITS

The School provides benefits to all regular status employees as defined in Section 11.3 All benefits are a part of each employee's compensation package.

Paid Leave

1. Regular status exempt and non-exempt employees on a 215, 220, 225, 240A&B, and 245 day contract do not accrue leave but are granted thirteen (13) days or 104 hours of paid leave per school year. Paid leave hours cannot be used until before the Introductory/Review period has been completed and the employee has been converted to regular status. Exempt employees on a, 220, 225and 240A&B day contract will observe the same holidays academic staff have such as Thanksgiving, Christmas, and Spring break. Non-exempt employee receive school wide holidays but must submit leave for non-holidays.
2. All requests for paid leave must be approved by the immediate supervisor in the order of receipt. Any exceptions to the above must be approved by the Department Supervisor.
3. An employee holding a position which required continuous duties and responsibilities shall be granted personal leave only if an arrangement for a substitute has been made.
4. Paid leave is discouraged for the following days: (1) on the day immediately preceding or following a holiday or vacation; (2) during the first two (2) weeks of school and; (3) the last two (2) weeks of school; (4) on professional development days. Any emergency cases will be granted at the discretion of the Department Administrator.
5. Unused paid leave at the end of the school term shall be paid out at the hourly rate of the unused leave.

Annual Leave

Annual leave is official permission granted to eligible exempt and non-exempt employees who are on a 261 day contract by the immediate supervisor to be absent from work for personal purposes. Annual leave shall be granted giving primary consideration to the needs and requirements of the department and position. Therefore, the appropriate supervisor may specify periods of time during which no annual leave may be taken. Employees will accrue leave according to the table found at 13.E.

1. All regular status employees who are on a 261 day contract earn the indicated hours of leave each week unless the employee works less than three days in one week. Annual leave is to be requested in advance and should be taken after its accrual.
2. An Introductory/Review status employee on a 261 day contract shall earn and accrue annual leave hours according to the table found at 13.E. An employee terminated from employment on or during the Introductory/Review period shall not be entitled to an annual leave payout.
3. Regular status employees on a 261 day contract may choose to use their leave or receive a cash payment up to 80 hours, payable at their hourly rate at the end of the fiscal year. However, employees who wish to use their leave must do so by no later than one month after the fiscal year. If an employee still has accumulated annual leave hours after the cash payment of 80 hours, he or she may carry over a maximum of 80 annual leave hours to the next fiscal year. Any accumulated annual leave beyond the 80-hour buyout and the 80-hour carryover hours is relinquished.
4. Employees are eligible to earn and accrue annual leave hours upon hire. There is no cash payment for annual leave if the employee is released from employment on or during the Introductory/Review period.

Holiday Leave

Exempt and Non-Exempt employees on a 261 day contact will receive ten (10) days holiday leave. Five (5) days must be used between July 1st to November 30th by December 31st beginning July 1st; and five (5) days must be used between December 1st and June 30th. Holiday leave will not transfer to the next school year.

Non-Exempt employees on a 215, 220, 225, 240A&B, and 245 contract will receive holiday leave for 5 days during Christmas Break that will include Christmas Eve, Christmas, New Year's Day and 2 days approved by supervisor.

Sick Leave

Sick leave is official permission granted to an eligible, regular status employee on a 261 day contract by the immediate supervisor to be absent from work due to a personal non-work-related illness, injury or disability or family illness, contagious condition, medical care for an immediate family member or pregnancy. Sick leave hours shall be earned and accrued (within the appropriate contracts), but cannot be used in advance of its accrual. Immediate family for purposes of sick leave is defined as the spouse/domestic partner, children (natural, adopted or legal guardianship, wards of the court, social service assigned care or foster ship), parents, and parents of spouse. Any employee who abuses the sick leave policy shall be subject to disciplinary action including termination.

Sick leave for non-emergency situations shall be discouraged for the following days: (1) on the day immediately preceding or following a holiday or vacation; (2) during the first two weeks of school and; (3) the last two weeks of school. Staff are encouraged not to schedule routine medical appointments on these days. Any emergency cases will be granted at the discretion of the Head of School with a doctor's statement.

Employees are eligible to earn and accrue sick leave hours upon hire. There is no cash payment for sick leave if the employee is released from employment on or during the Introductory/Review period.
A regular status employee may choose to use their sick leave or receive a cash payment up to 80 hours at the end of the fiscal year. However, employees who wish to use their sick leave must do so by no later than one month after the end of the fiscal year. If an employee still has accumulated sick leave hours after the cash payment of 80 hours, he or she may carryover a maximum of 80 sick leave hours to the next fiscal year. Any accumulated sick leave beyond the 80-hour buy-out and 80-hour carryover is relinquished.

An employee who requires sick absence when all accrued sick leave hours or days have been exhausted shall have the option to use annual leave or leave without pay with prior approval by their supervisor.
An employee taking sick leave for three (3) or more consecutive days shall submit to the immediate supervisor a written verification signed by a medical provider verifying the absence from work for illness not related to work, injury or disability.

Leave Donation

Human Resources may solicit employees for voluntary leave donations (annual and sick leave) to another staff member who is eligible for FMLA or will be absent from work for an extended period due to personal illness/disability or illness/disability of a qualifying family member (such as spouse, child, parent, brother, sister or any other person who resides in the employee's household and is recognized by law as a dependent of the employee) upon receipt of a written request. Donated leave may be requested from paid, annual, or sick leave and will be made available as paid, annual, or sick leave in that order based on contract type. For example, if an employee donates paid leave, and the recipient does not have paid leave because of their employee contract type, the donated leave will be made available as annual leave base on the order described above.

The Department Administrator may approve extended leave for any other emergency catastrophic event. The employee must request and be approved for leave during the extended absence in order to be considered for the leave donation and the employee must have used all accrued leave and comp time to be eligible for donated leave. Leave donated in excess of what is needed by the recipient shall be returned to the donor(s). The employee is not eligible for leave donations for an absence due to a job-related injury or illness for which Workers' Compensation benefits may be received.

Serious Health and Medical Condition

An employee with a serious health and medical condition may continue employment under the care of his or her medical physician and the determination of the immediate supervisor that he or she meets the minimum acceptable levels of performance in the job. The appropriate line of authority and the Head of School must be notified of any employment limitations set by the physician. They shall be treated equally and fairly with other employees as provided in the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

Traditional Healing

a. Any employee may take sick leave for a Native American traditional healing ceremony. The employee must be either a patient or a caretaker of the patient. Sick leave should be requested and approved prior to the absence for the ceremony at least 3 days in advance by their immediate supervisor.
b. A personal or written verification from the medicine man is not necessary, however, it may be required if an employee's absence warrants substantiation.
c. Certain types of traditional healing ceremony expenses incurred are covered by the School's health insurance carrier (refer to Medical Insurance Policy for limitations and specifications).

Annual and Sick Leave accrual for employees on a 261 day contract:

	Leave Accrual										
	Sick Leave						**Annual Leave**				
Years of Service:	**1st**	**2nd**	**3rd**	**4th**	**5th**		**1st**	**2nd**	**3rd**	**4th**	**5th**
# of Pay Periods (12 mos):	**26**	**26**	**26**	**26**	**26**		**26**	**26**	**26**	**26**	**26**
Hours Accrued Per Week:	**1.625**	**1.75**	**1.875**	**2**	**2.5**		**1**	**1.5**	**2**	**2.5**	**3**
Hours Accrued Per Period:	**3.25**	**3.5**	**3.75**	**4**	**5**		**2**	**3**	**4**	**5**	**6**
Hours Accrued Annually (12mos.):	**84.5**	**91**	**97.5**	**104**	**130**		**52**	**78**	**104**	**130**	**156**
Hours Converted to Days:	**10.56**	**11.38**	**12.19**	**13**	**16.25**		**6.5**	**9.8**	**13**	**16.25**	**19.5**

Family Medical Leave Act (12-month period is defined from July to June)

1. Under the Federal Family Medical Leave Act, employees who work for a company with 50 or more employees and have been employed for at least twelve months and worked at least 1,250 hours in that year are entitled to twelve weeks of unpaid leave. Under the policy NPS provides eligible employees family and medical related leave as defined by FMLA Basic Leave and Military Family Leave Entitlements. Typically, teachers working 35 hours per week for nine (9) months of the year will meet this requirement. Teachers may count hours worked before and after school hours toward the 1,250 hours.
2. FMLA may be requested due to the birth or placement of a child with you for adoption or foster care, during your own serious health condition that makes you unable to perform the essential duties of your job, or during the serious health condition of an immediate family member that requires your care. Also, qualifying exigency leave for families of member of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty. Military caregiver leave to care for injured or ill service member or veteran. The immediate family members who qualify are your spouse, child, or parent. Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides.
3. An eligible employee who wishes to take FMLA must provide his/her supervisor thirty (30) days advance notice when the leave is foreseeable. At the time of the request, the employee is required to contact Human Resources to complete a "Family Medical Leave Information/Request Form". Once FMLA is requested or designated by the School, the employee will receive an information packet containing the full policy, forms, rights and duties of the FMLA for both the employee and the School.
4. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. FMLA may also be taken in increments as small as one hour for chronic health conditions.
5. While an employee is on leave, the School will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee will be responsible for maintaining his or her normal portion of the insurance premiums to maintain insurance coverage and will be required to make bi-weekly payment arrangements. The employer's obligation stops if the employee's premium is more than 30 days late and the employer has given the employee written notice at least 15 days in advance advising that the coverage will cease if payment is not received.
6. The obligation to maintain health benefits will stop should the employee inform the employer of the employee's intent not to return to work at the end of the FMLA leave period.

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional. If returning from medical leave, the employee must submit a release from the health care provider stating the employee is able to perform the functions of the job.

Maternity /Paternity /Adoption Leave

Maternity/Paternity/Adoption leave is granted leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. An expecting parent should check with Human Resources for details on the benefit eligibility.

1. An employee shall notify his or her immediate supervisor of an expectant child, adoption, or foster child after confirmation by a medical doctor or legal confirmation. This notification is necessary to protect the employee from work conditions which may be detrimental to one's health and that of the unborn child.
2. A pregnant employee may continue to work until either a medical physician disallows employment, or it is decided to proceed with leave. In the event the medical physician disallows work, the employee must immediately submit a physician's statement indicating that the medical condition warrants cessation in the performance of assigned duties. Leave shall be granted immediately.
3. If the medical physician, in writing, allows the employee to return to work under medical restrictions, it can be considered for temporary work until the restrictions are lifted. If there is no suitable work available, the employee can take accrued annual leave or a non-paid status until the medical physician lifts all medical restrictions.
4. Only when the employee's medical physician releases in writing a return to work, can an employee be allowed to perform assigned work. The employee shall return to the position held before pregnancy or a position comparable in terms of duties, responsibilities, class, grade and pay for which the employee qualifies.

Administrative Leave

Administrative leave is official permission granted to an employee by the immediate supervisor, the appropriate line of authority and the Head of School for a temporary absence from work with pay. Administrative leave can be granted for emergencies such as, but not limited to, disaster caused by nature, fire, flood, inclement weather conditions, hazardous or unhealthy condition or situation of building or grounds, and commemoration when grief exists. All other forms of leave will not be used to extend administrative leave.

Bereavement Leave

In the event of the death of a family member, the School may grant up to four (4) days or thirty-two (32) hours of bereavement leave. Family is defined as the employee's spouse, child, parents, sibling, grandparents, grandchild, as well as, spouse's grandparents, parents, brothers, sisters, nieces or nephews (does not include traditional Navajo Clan relationships). Bereavement leave may be extended with paid, annual or sick leave.

Bereavement leave is to be requested of and approved by the immediate supervisor. Paid, annual or sick leave may be used for time off work for the death of other relatives. For the purpose of this policy, traditional Navajo clan relationships do not constitute a "relative" relationship.

Early Dismissal & Inclement Weather

Any early dismissal, including dismissal for inclement weather, will be determined and approved by the Head of School in agreement with all supervisors.

Exempt Staff: All exempt, salaried employees will receive pay for official school closure due to severe weather or other emergency.

Non-Exempt Staff: Non-exempt, hourly employees will receive pay for official school closure due to severe weather or emergency. If required to work during the official school closure, the employee will receive a flex day to use or will be paid the inclement weather day plus their actual hours worked (akin to holiday pay) per supervisor's discretion.

Leave Without Pay

1. All accrued annual and sick leave, or paid leave must be exhausted before an employee may take leave without pay. Any request for leave without pay shall be justified in writing and shall include the duration of leave. Leave without pay must be approved by the appropriate line of authority. Excessive absenteeism may result in disciplinary action up to termination. (Exhibit A)
2. An employee can be placed on leave without pay if he or she is absent from work without authorization or fails to present an extenuating circumstance reason for an absence from work.

Military Leave

1. Military leave shall be granted to an employee who has verifiable, documented proof of enlistment or selection to active military duty in any branch of the U.S. Armed Forces. The employee shall be placed on leave of absence without pay.
2. Upon completion of military duty, the employee shall apply for reemployment within ninety (90) days of discharge, as prescribed by the Veteran's Reemployment Rights Act. The employee will be eligible for reemployment to the same position held prior to the military leave or to a position that is comparable in terms of duties, responsibilities, class, grade and pay for which the employee qualifies.
3. When re-employed, the employee shall be granted his or her seniority status, immediate eligibility for all benefits, begin leave accrual again and regain immediate eligibility for use, and shall be subject to all policies, regulations and procedures of the School.

Short Term Military Training

1. A regular status employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence when verifiable, documented proof is submitted for engagement in short-term military field training.
2. Upon completion of the short-term military field training, the employee shall be reinstated to the position held prior to the leave.
3. The employee shall continue to accrue annual leave and sick leave, maintain personal leave and sick leave, whichever is applicable.

Election Day Leave

Employees are encouraged to use absentee voting ballot(s) for Tribal, State and Federal elections. If voting on-site, up to two (2) hours Election Day leave shall be granted to vote in Tribal, State and Federal elections. If two (2) hours leave is insufficient time, the employee may use Annual Leave or Personal Leave.

Court Day Leave

Jury Duty

Jury Duty leave shall be granted to an employee who has been served with a jury summons or who has

been selected to serve as a juror. The employee shall submit a copy of the summons or selection notice to the immediate supervisor and Human Resources office. Jury duty leave shall not affect annual, sick or personal leave.

- An employee on jury duty shall be paid his or her normal rate of pay for time spent during normal work hours serving as a juror.
- Any compensation by the court may be retained by the employee.

Subpoena

An employee who is summoned to witness in a court proceeding shall not be required to take annual or personal leave. An employee under subpoena shall be paid his or her normal rate of pay for time spent under summons.

Staff Development and Training

The Navajo Preparatory School requires each of its employees to receive training on Navajo Nation, State and Federal Laws relating to sexual assault and abuse, including P.L. 101-630, the Indian Child Protection and Family Violence Prevention Act. The training will be provided by the School at least once per year.

The School fully supports and encourages all employees to seek educational and training opportunities for the purpose of increasing knowledge, enhancing their ability and developing skills that will improve job performance through such activities as college courses, General Education Diploma (GED), workshops, seminars, meetings, conferences or orientations. All training and development shall be related to the job of the employee.

- Workshops, Seminars, Meeting, Conferences or Orientations
    - Employees desiring to attend a workshop, seminar, meeting, conference or orientation at School expense shall request staff development leave and obtain approval through the line of authority and the Head of School at least five (5) working days prior to the activity. Out of region travel (Arizona, New Mexico, Utah and Colorado) requires approval from the Head of School at least one month (30 days) prior to the conference or event.
- Approval of attendance shall be based on the value and benefits the employee shall gain that will make him or her integral part of the School, the availability of funds in appropriate budget and the availability of the substitute, if necessary.
- If funds are not available in the appropriate budget to attend such activity, the employee may request staff development and agree to pay for all travel related expenses. Approval must be obtained from the appropriate line of authority and the Head of School.

Professional Development In-Service

Professional Development days on the school calendar are intended for professional growth and collaborative learning. Employees are required to attend. Any emergency leave will be granted at the discretion of the Department Administrator.

GED or College Courses Tuition Assistance

Employees who desire to pursue a GED are encouraged to do so. Employees are also encouraged to pursue undergraduate and graduate level degrees that will improve job performance and advancement. Employees seeking to attain their GED and/or advance their professional development through college programs are encouraged to discuss their educational aspirations with their immediate supervisor for needed clarification on conflicts and scheduling adjustments.

Employees who are seeking a certification relevant to their scope of work can be approved by the Head of School to receive certification reimbursement. Tuition and related specialized certification expenses reimbursement is available for full time employees, limited to $800.00 per semester. To qualify or this benefit, the employee must submit transcripts verifying a grade of a C or better and receipts for expenses for education toward a GED, Bachelors, Master's Program or Doctoral Degree.

Job related certification(s)/licensure(s)/endorsement(s) are eligible for reimbursement up to $800 per NPS school year with receipts and prior approval from the supervisor. Employees who are within their 90 day introductory/review day period are not eligible for this benefit. Employees who resigned prior to completion of their current year contract are required to payback the benefit and if cannot complete their contract, the outstanding balance will be payroll deducted. This benefits is subject to the availability of funds. Request for this benefit must be made to the department supervisor and then approved by the Head of School.

Service Awards

Employees may be given recognition for service with the School. Service awards will be a monetary recognition for years of service at 5, 10, 15, 20, 25, 30, 35 and 40 year increments at the end of the school year.

Group Health and Life Insurance Plan

Full-time employees are included in the School's group health and life insurance plans upon hire which include benefits for major medical, prescriptions, traditional ceremonies, dental, vision, group life, and disability. The school pays 100% of the employee group health and life insurance premiums. Dependent coverage is available to employees at their own expense. Optional flexible benefit plans on a pretax basis are also provided. See Human Resources for more details.

Worker's Compensation

Employees of the School are provided Worker's Compensation coverage for job related illness or injury. Insurance premiums are paid by the School.

Any illness or injury occurring as a result of employment must be immediately reported in writing to the immediate supervisor. The Human Resources office will complete the "First Report of Accident" form. The employee will complete the "Notice of Accident" form and seek medical attention from the preferred medical provider. If emergency treatment is required, the form must be completed the following business day. It is the employee's responsibility to tell the preferred medical provider that he/she was injured on the job (when, how and the employer's name and that he/she is covered by the Native American School Health a.k.a. Summit). The Human Resource Office must have the First Report of Accident to establish all claims. When an employee is ready to return to work, they must provide a medical release form from their physician.

Section 504

Section 504 of the Rehabilitation Act of 1973 is a national law that protects qualified individuals from discrimination based on their disability. The non-discrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Section 504 protects qualified individuals with disabilities. Under this law, individuals with disabilities

are defined as persons with a physical or mental impairment which substantially limits one or more major life activities. People who have a history of or who are regarded as having a physical or mental impairment that substantially limits one or more major life activities are also covered. Major life activities include caring for oneself, walking, seeing, hearing, speaking, breathing, working, performing manual tasks and learning.

If you feel that you may quality for Section 504 of the Rehabilitation Act of 1973, please contact your Administrator in charge of your department for referral to the 504 Coordinator or Human Resrouces to set up an evaluation meeting to determine if you qualify.

Unemployment Insurance

Unemployment Insurance premiums are paid by the School. In the event a former employee applies for unemployment compensation, the appropriate NM Department of Workforce Solutions determines the eligibility of the individual.

Social Security (FICA)

In compliance with the Social Security Federal law, FICA contributions from employee's pay are withheld. The lists of benefits provided through social security include Retirement benefits, Medicare benefits at age sixty-five (65), permanent disability and death benefits.

Retirement Plan

The School sponsors a 401(k) Retirement Plan (Traditional and Roth) for all employees that have satisfactorily completed their first 90 days employment. The plan is voluntary, and each employee may contribute to the tax deferred plan. The School will contribute matching employee contributions dollar for dollar to the Plan up to 5% of employees' earnings. Employees who do not contribute to the plan are not eligible for matching contributions. Employees will be automatically enrolled the first month after their 90 day introductory/review period ends unless they opt out of the plan.

HOLIDAYS

The School recognizes the following as paid holidays (teachers and academic staff will follow the academic calendar holidays):

U.S. Independence Day
Labor Day
Indigenous Peoples' Day
Thanksgiving Day, the Wednesday before, and the Friday that follows
Christmas Eve
Christmas Day
New Year's Day
President's Day
Memorial Day
Navajo Nation Treaty Day
Juneteenth

COMPENSATION

Wage and Salary Compensation Plan

1. The School shall maintain compensation plans for applicable employment status categories that include an adequate salary comparable to P.L. 100-297 grant School Entities and adequate fringe benefits. The compensation plan shall guide the School in establishing an equal and fair means of compensating employees. The establishment and maintenance of the compensation plan shall include, but not be limited to, pay and benefit surveys, a job analysis, job descriptions, and salary and wage pay schedules.
2. The compensation of all employees shall be considered payment in full for services rendered to the School. Employees shall not receive any other compensation for services performed on behalf of the School unless it is approved by the Head of School and the Board of Trustees.
3. Human Resources shall develop a compensation package, which shall govern the rate of compensation for all employees of the School. The compensation package shall be reviewed and approved by the Board of Trustees.

Employment Contracts

1. The Board of Trustees shall enter into an employment contract with each regular status employee of the School. The contract shall state that the employee is subject to the Personnel Policies and shall describe the general services to be rendered by the employee in return for compensation in terms of a wage or salary and fringe benefits.
2. Letter of Intent - will be issued on or before April 15 for the next academic year. The evaluation form will be considered a letter of intent. The employee has 10 working days to sign their contract from day of receipt of their contract.

Supplemental Pay Plans

1. Human Resources shall develop a supplemental compensation pay plan for employees who take on additional work responsibilities that are not inclusive of their original employment contract. Such work responsibilities normally include athletic coaching and extracurricular activities. An employee is encouraged not have more than two (2) supplemental contracts in a school year. The supplemental

pay plan shall be approved by the Board of Trustees.

2. Supplemental pay earnings shall be included in the employee's regular pay and is subject to all mandatory and necessary deductions, such as but not be limited to, income taxes, FICA and FUTA and retirement contribution.
3. For clarification purposes, the supplemental pay plan is not considered overtime pay but is additional pay for professional responsibilities as required by the School. The responsibilities of the work involved may require time for in excess of the normal number of working hours per day, week or month.

Wage or Salary Adjustments for Transfers, Promotions or Demotions

An employee who is transferred, promoted or demoted shall be paid in accordance with the salary schedule established for that position.

Overtime and Compensatory Time

Overtime

Only non-exempt employees are eligible for overtime pay if department budget allows. All overtime shall be approved in advance by the immediate supervisor. Overtime worked without the immediate supervisor's prior approval may be subject to nullification. Overtime is time worked in excess of forty (40) hours per week and is paid at one and one-half (1 ½) times the employee's current hourly wage rate.

Flextime

Flex time can be authorized when the employee is required to work other than normal business hours for a specific purpose. The use of flex time must be granted by the Department Supervisor with prior approval. Exempt employees must use flex time within the fiscal quarter. Non-exempt employees must use flex time within the same work week. Limitations on the use of flextime may be imposed by the Department Supervisor or Head of School. Flex time for exempt staff is for required work outside regular contract work days and must be pre-approved by the supervisor.

Payroll Deduction

Payroll deductions are mandatory for federal taxes, FICA, unemployment insurance, worker's compensation, outstanding travel authorizations or other outstanding receipts, health and life insurance coverage for dependents, additional life insurance policies, state taxes and any other payments owed by the School or as mandated by law. If a timesheet or leave is not submitted by the deadline, the missing pay or leave will be paid the following payroll.

Garnishments and Levies

The School complies with salary and wage garnishment ordered by Courts and the Internal Revenue Service. The employee will receive a copy of the court order as notification that his or her pay will be withheld until the court order is fulfilled. Employees are responsible for providing updates and changes in garnishments.

Pay Period Endings

Pay period endings occur on alternating Saturdays. All compensation transactions must be submitted to the Business Office by 12 p.m. the Sunday following the pay period ending day to be included with the current pay period. Any transactions affecting compensation submitted after the deadline for submission shall be processed until the next pay period.

Pay Schedule

All employee paychecks will be available on a biweekly schedule on Wednesdays at 2:00 p.m. Checks will be released only to the employee or authorized individual with a written, signed statement authorizing the release of check to another. Employees are encouraged to use Direct Deposit which will be deposited to the employee's bank on Wednesday of a normal pay week.

Exemptions from Federal Withholding Taxes

Employees may change their exemption status when necessary. Claims of nine (9) or more exemptions shall be reported to the Internal Revenue Service each calendar quarter.

Payout and Relinquishment of Unused Paid Leave, Annual Leave and Sick Leave (See Benefits Section 13.A Paid Leave; 13.B Annual Leave; 13.D Sick Leave)

TRAVEL

As the School receives funding from the federal government as a grant school under P. L. 100-297, the School may with the selected travel regulations of the federal government (Appendix B – 41 CFR Chapter 301 – Temporary Duty Travel Allowances). Travel policy and procedures must be consistent for all persons traveling at the School's expense and for all funding sources except for funds from Student Activities. The School shall use the "Lodging plus Per Diem Method" for all travel.

All Board members, employees and those employed as consultants or as contractors traveling at the School's expense must complete and submit a Travel Request Form to the appropriate supervisor for approval. The form must then be submitted to the traveler's supervisor at least five (5) business days in advance of first travel day for approval and processing within the states of New Mexico, Arizona, Colorado, and Utah. All other travel needs to be submitted thirty (30) days prior and approved by the Head of School. U.S. General Services Administration (GSA) guidelines may apply in all areas of travel.

Travel Arrangements

Travel reservations shall be arranged and confirmed by the traveler through their department supervisor. Once approved, the completed travel packet will be submitted to the Business Office/Human Resource Technician for processing for non-Board, Head of School, or student related travel. The Executive Assistant is responsible for all Board and Head of School related travel.

Use of School Vehicle

1. Employees are required to use school vehicles for any school related travel and must submit a Transportation Request form no less than five (5) business days prior to travel in the immediate area (within New Mexico, Arizona, Colorado and Utah). For travel outside of the immediate area, employees must submit a Travel Request form and Transportation Request form within thirty (30) days prior to travel and receive approval by the Head of School. It is recommended that a school vehicle is used for travel over a personal vehicle however first priority for any school vehicle will be made available for student use.
2. An employee approved to use his or her personal vehicle for School related travel shall be responsible for providing proof that the vehicle is adequately and properly indemnified. The employee shall be responsible for all expenses incurred to maintain a safe vehicle. Transportation of students in a personal vehicle is strictly prohibited.
3. Per Federal Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving", employees, contract employees, or any other person employed by the school are prohibited from text messaging on any handheld device while driving a school vehicle. The same applies to staff renting vehicles for school business.

Mileage

Mileage reimbursement for use of personal vehicle is based on the current government reimbursement rates published by the GSA based on prior approval and program budget availability.

Rental Vehicles

Rental vehicles, if needed, must be pre-approved by the supervisor and if applicable, the Head of School. Requests and reservations for rental vehicles are to be made by the traveler. An authorized rental vehicle shall be considered a School vehicle. The car rental company may require the employee's credit card for

payment and rental.

Fares

Economy and excursion fares shall be used for all travel. Any exceptions to the economy and excursion fares must be justified in writing to the Head of School who shall have the discretion to accept or reject the exception. Receipts or copies of tickets or fares must be attached to the Travel Expense Report. Seat changes are permissible on-air travel as long it does not change seat class (change in seat class meaning economy to business or first class).

Reservations

Travel reservations will be arranged and confirmed by the traveler through the Business Office/Human Resource Technician or Executive Assistant or designee. Individual hotel rooms may be authorized by the Division Director for Business and Human Services, if the funding budget permits.

Other Costs

Other travel expenses such as taxi, ride share, car rentals, parking fees, tolls, local transportation fares, business telephone calls, and registration fees are reimbursable. All these items require a receipt to be reimbursable. The cost of alcoholic beverage is not reimbursable.

Travel Advanced

Travel expenses are approved in advanced at 100% of the estimated cost of the trip. Business travel requests must be approved by the appropriate supervisors and submitted to the Business Office at least five (5) business days prior to the trip for travel in-state, Arizona, Colorado, and Utah. Travel requests for training and conferences, outside of the above stated area must be approved by the appropriate supervisor for submittal to the Business Office thirty (30) working days prior to the trip.

Travel Reimbursements/Receipts

The travel expense report shall be submitted within five (5) working days after return from the trip to the Business Office/Human Resource Technician.

Travel Expense Reimbursement

Requests must have the approval of the appropriate supervisors and Division Director for Business and Human Services before reimbursement can be made. Any overpayment made in the travel advance shall be refunded by the employee. Under payments will be reimbursable to the employee. Employees are subject to payroll deduction if required receipts are not submitted in the expense report within ten (10) working days.

Travel Costs Reimbursements

Any employee who receives professional training and then resigns from employment within one year after receiving such training shall be required to refund the school for all expenses incurred using school funds. Examples of professional training includes certifications/licensure endorsements, continuing education units (CEU), IB and/or technical training.

Bona Fide Business Travel and Expenses

Only bona fide business travel expenses will be paid by the School. Abuse or misuse of travel funds such as willful falsified claims for travel, mileage, lodging, per diem, credit card charges, fares or any other

reimbursable business expenses shall be subject to disciplinary action, including termination.

Travel or training for staff must be necessary and an essential component of job performance. Travel or training while off-contract will be denied unless it is a mandatory or essential training. Off contract travel or training will be reviewed and approved on a case-by-case basis by the Head of School.

- If an employee is required to work on a non-workday, such as Saturday or Sunday, the employee may receive added salary that is equivalent to their daily hourly rate, if funds are available. If funds are not available, the employee will receive added personal/annual leave for that day(s) not to exceed 8 hours each day. Travel day is excluded from this policy. (Example: IBO trainings that held on weekends)
- If an employee is required to supervise or chaperone students on a non-work day during the school year, such as Saturday or Sunday, the employee may receive an added annual or paid leave for that day(s) not to exceed 8 hours each day.
- If an employee is required to supervise or chaperone students outside of their contract period, such as summer, the employee may receive compensation not to exceed $100.00 per day if funding is available by that particular funding source. (Examples: UNITY Conference, NABI Tournament)
- If an employee is required to attend professional development training during times when school is not in session, but the employee is on contract, such as Christmas break and Spring break, the employee will receive no additional pay except payment for travel expenses including hotel, travel and meals.
- If an employee is required to attend professional development training while off-contract, the employee may receive a stipend not to exceed $150.00 per day, if funds are available by that particular funding source.
- Non-exempt/hourly employees will be paid consistently with FLSA requirement.

Cancellations/Changes

In the event an employee cancels or changes their travel itinerary after arrangements and payments have been paid (i.e. registration, lodging, airfare) without prior authorization or without valid reason, the employee shall be responsible for non-refundable expenses already paid and/or additional expenses to make any changes. If the employee cancels a trip, the employee shall return any funds issued for the travel immediately.

DISCIPLANARY ACTION

The disciplinary action section serves as a guide for responsible behavior and to improve or correct employee conduct or performance. An employee can file a grievance on disciplinary action as set forth herein. Navajo Preparatory School is committed to fair and just treatment of all its employees.

Confidentiality and Retention of Disciplinary Documents

All documents relative to disciplinary action proceedings shall be kept confidential. A disciplinary action document shall be retained in the employee's personnel file or as otherwise specified in the type of disciplinary action only if the employee has been given an exact duplicate copy. Disciplinary documents placed in an employee's personnel file shall serve as reference for future personnel actions or judgments or if further disciplinary action is necessary.

Disciplinary Action Process

Navajo Preparatory School strives to be fair before imposing disciplinary action. Pursuant to applicable State, Federal and Navajo Nation Laws and Board Policies, the school has the right to direct, hire, promote, transfer, assign and retain school employees; discipline, or discharge employees for just cause, and relieve employees from duties due to job elimination or other legitimate reasons.

Disciplinary action that results in Suspension Without Pay or Discharge will be documented in writing stating the citation of the specific policy violation. The written disciplinary action will also detail the duration of the suspension Without Pay and/or Discharge and the right to pursue a grievance. The disciplinary action will be communicated to the employee by the employee's direct supervisor.

Selection of Appropriate Disciplinary Action: Discipline is both corrective and cumulative. Repeated violations of the same standard of conduct may result in increasingly severe discipline. Violations of different conduct standards may also be considered in selecting the appropriate disciplinary action. Each case of inadequate performance or misconduct is judged individually, and the type of disciplinary action depends on the severity of the infraction, the employee's work record, and prior history.

Type of Disciplinary Actions for Violations of Policy

The type of disciplinary action imposed depends on the frequency, nature and severity of the offense. The following types of disciplinary action may be imposed by an employee's immediate supervisor in accordance with Exhibit A: Table of Offenses. The Table of Offenses shall serve as a guide. However, the School reserves the right to reduce or increase the disciplinary action depending upon facts and individual circumstances.

Verbal Warning – Documented

A verbal warning is an informal disciplinary action. This method of discipline is intended to be corrective or cautionary and defines the area of needed improvement. Goals are set for improvement, and warnings given that failure to improve may result in further disciplinary action. This type of reprimand, although oral, shall be documented and retained by the immediate supervisor and forwarded to the Human Resources office.

Written Warning – Documented

A written warning is still an informal disciplinary action intended to be corrective and/or cautionary in nature, and will define the area(s) for improvement. Like the verbal warning, goals are set for improvement and the failure of the employee to improve may result in further disciplinary action.

Written Reprimand

A written reprimand is formal disciplinary action, which consists of a formal letter informing the employee of an offense or violation of policy or a serious deficiency in performance. This method of discipline is intended to modify an undesirable behavior, correct a violation or policy, or immediately improve job performance. Goals shall be set for improvement or modification, and an employee shall be advised that failure to improve may result in further disciplinary action. Written reprimands shall be retained in an employee's personnel file.

Suspensions Without Pay

Suspension without pay is a formal disciplinary action. This method of discipline is used when there is sufficient evidence to believe that an employee has committed serious misconduct or violation of policy. The employee shall be notified in writing of the reason for the suspension without pay, pursuant to Section 17.B. Misconduct may include, but is not limited to: embezzlement, theft, misuse of funds, fraud, threatening others, verbal or physical assault, and battery.

Discharge

Discharge is a formal disciplinary action, which removes an employee involuntarily from employment. An employee may be discharged for any serious misconduct of violation of School policy, or for lack of adequate or unacceptable job performance. The employee shall be notified in writing of the reason for discharge, pursuant to Section 17.B.

Table of Offenses

Table of Offenses is included in this Personnel Policy as Exhibit A. The Table of Offenses is a listing of potential disciplinary action for unacceptable conduct. The listing is by no means inclusive of every conceivable unacceptable conduct. Should there be an instance of unacceptable conduct not included in this listing the Head of School has the authority and responsibility to initiate appropriate disciplinary action with guidance from legal counsel.

Violation of the Drug Free Policy

- Any employee found to be in violation of the Drug Free policy may be suspended, terminated or be mandated to professional counseling, treatment or rehabilitation at the Head of School's discretion. Failure to comply with all required conditions and regulations of the program or institution shall be grounds for immediate discharge from employment.
- Sick leave shall be taken for time needed for counseling, treatment or rehabilitation. When accrued sick leave has been exhausted, the employee may use accrued annual/personal leave or request leave without pay.
- Employees may be subject to drug and/or alcohol testing if the School has reasonable suspicion of the employee being under the influence during working hours or while present on School Property, or while participating in a School activity. Notification to the proper authorities may be made. Refusal by the employee to submit to such testing may be grounds for immediate discharge.

GRIEVANCE PROCEDURE FOR ADVERSE PERSONNEL ACTION

The grants employees the opportunity to grieve a Suspension without Pay or a Discharge. Prior to any disciplinary action employees will be provided due process to determine the appropriate disciplinary action necessary. Employees who seek resolution of a disciplinary action using the Grievance Procedure shall be treated in a fair and impartial manner and shall not be subject to discrimination, retaliation or reprimand in any form. Introductory/Review and temporary employees have no grievance rights.

Voluntary Administrative Grievance Procedure

An aggrieved employee may submit a written grievance to his or her department supervisor within five (5) working days of the notification of adverse personnel action. The department supervisor shall respond to the employee within five (5) working days of the receipt for the employee's written grievance. The supervisor's response shall inform the employee of the decision to continue or discontinue the adverse personnel action. Human Resources and the Head of School must be informed of any grievance filed.

If the aggrieved employee is dissatisfied with the department supervisor's response to the grievance filed, the employee may continue to address the grievance to Human Resources who may schedule other forms of facilitation to resolve or assist in clarification.

If the aggrieved employee remains dissatisfied with the outcome of the facilitation, they may in turn continue to address the grievance to the Head of School, or the Head of School's designee.

The Head of School, or the Head of School's designee, shall within ten (10) working days inform the employee of the administration's decision. For all adverse personnel actions, except Suspensions Without Pay and Discharge, the administration's decision shall be final.

Board of Trustees Hearing

If the Discharged or Suspended Without Pay employee is still unsatisfied with the decision of the Head of School, or the Head of School's designee, the individual may submit, within five (5) working days of receipt of that, a written request for appeal to the Board of Trustees.

The Board of Trustees shall appoint an impartial hearing officer to hold the hearing on the issues raised by the employee.
At the hearing before the hearing officer, the employee shall submit his or her case to the hearing officer. The employee may be represented by an individual of his or her choosing.

The Administration may be represented by Legal Counsel if they so choose.
The Rules of Evidence shall not apply to this hearing but will be used as a guide for the hearing officer.
The Administration shall present its case first then the employee shall submit the employee's case, and administration shall be allowed rebuttal.
Upon the completion of the hearing, the hearing officer shall submit a report to the Board of Trustees setting forth a recommendation to the Board of Trustees and findings of fact upon which the hearing officer's decision is based within 30 days of the hearing date.

The Board of Trustees may:

- Adopt the hearing officer's recommendation, or
- Modify the hearing officer's recommendation

The employee shall have no right to a re-hearing, or to appear, before the Board of Trustees. The employee shall not be allowed to submit any additional evidence of information to the Board of Trustees. The decision of the Board of Trustees shall be final.

Termination Resignation and Non-Renewals

Voluntary resignations or non-renewals of contract that expired on its own terms cannot be grieved.

DISPUTE OR COMPLAINT PROCEDURE

An employee may choose their preferred approach to address disputes or complaints that may arise concerning working conditions, policies, practices or any other problems that have a potential adverse, unjust or inequitable effect on an employee while on the job. The two approaches are the Dine' Traditional Peacemaking, Hózhǫ́ǫjí Naat'aah, and the Western Method. The initial complaint must be submitted within five (5) days of the incident.

1. The Dine' Traditional Peacemaking, Hózhǫ́ǫjí
2. Naat'aah, is based on Navajo Common Law utilizing wisdom, methods, and customs to resolve problems. The following guidelines are used for the Dine' Traditional Peacemaking, Hózhǫ́ǫjí Naat'aah process:

- A skilled Navajo Peacemaker, Hózhǫ́ǫjí Naat'aanii, is identified.
- Peacemaking is consensual, therefore, consent and agreement to participate is required by all parties involved. It is preferred that the consent be written down.
- If needed or requested observers,ha'asidi,may attend with permission of the group, but may not speak.
- Peacemaking is a process of learning, reaching core truths, and healing. The Hózhǫ́ǫjí Naat'aanii, Navajo Peacemaker, uses the authentic traditional method of Nabikiyaati, talking things out.
- A mutual decision to transformative healing and harmony, Hózhǫ́ǫjí, is re-established by all parties involved and may be signed by an agreement.

3. The Western Approach

- An employee making a complaint shall verbally and in writing describe the problem and recommend appropriate resolution to the immediate supervisor.
- If the problem is not resolve to the satisfaction of the employee at the supervisor's level, he or she shall proceed to Human Resources.
- Human Resources shall work to provide facilitation to resolve the complaint. If the complainant is dissatisfied with Human Resources' efforts, the complaint may be forwarded to the Head of School, or the Head of School's designee.
- The Head of School, or his/her designee, shall provide the complainant a decision in writing within five (5) working days of the receipt of the complaint. The decision on the dispute or complaint shall be final and conclusive and shall not be subject to the Grievance Procedure.

TERMINATION FROM EMPLOYMENT

Introductory/Review Termination

During the introductory/review period, an employee may be terminated at any time with cause.

Temporary or Emergency Hire Termination

A temporary or emergency hired employee may be terminated at any time without notice and with or without cause.

Regular Employee Termination

Voluntary Resignation

Any regular status employee voluntarily resigning from employment with the School shall give advance notice to the immediate supervisor as follows:

Non-Exempt Staff	14 working days
Exempt Staff	30 Calendar days
Administrator	30 Calendar days
Head of School	As determined by the Board of Trustees

An employee that resigns from their position and does not give the number of days of notice will lose any leave acquired or earned. A professional classified staff member who resigns contrary to this policy section shall be deemed to have violated their employment contract and shall be reported in writing to the appropriate licensure bureau. An employee who fails to complete the contract term may be listed with a no re-hire status if the employee does not provide the required notice. Resignations or requests to be released from an employment contract shall be put in writing and presented by Human Resources for presentation to the Board of Trustees for approval. An employee who resigns within a year may be required to reimburse the school for any professional development expenses and/or tuition reimbursements if they do not fulfill their contract.

Discharge

During the term of his or her contract an employee may be discharged from employment pursuant to the Personnel Policy and shall have all rights provided in these policies.

Non-Renewal

A non-renewal of an employee's contract for the next school year is not a discharge or other type of disciplinary action giving rise to grievance rights. Therefore, a non-renewal decision cannot be formally grieved or contested. (End of contract or non-renewal for PT, Sub, and Coaches)

Reduction in Force (RIF)

The Board of Trustees shall be the sole authority to declare a reduction in force (RIF). A RIF may occur to implement a change in the direction of the School or to meet a financial situation of the School. A RIF may be applied through part-time work, salary reduction, combined workload, furlough, layoff, job sharing, reduced work hours or at any time during employment.

Retirement

An employee retiring will submit a written notice to their supervisor according to the advance notice requirements set forth above. Employees who retire and provide the required notice will complete their

checkout and maybe paid leave up to 80 hours as state in the year-end leave payout procedures in this policy and contract type.

Check Out Upon Termination

Every employee who terminates employment with the School either voluntarily or involuntarily shall turn in any and all School property to the immediate supervisor prior to the date of termination. The employee shall check out using the Employee Checklist for Resignation/Termination with their Department Administrator and provide a copy of the form to the Human Resources Office.

Exit Interview and Termination Pay

For an involuntary termination, the employee may be subject to an exit interview with Human Resources. The final paycheck, if any, shall be paid on the next regular pay day. All final paychecks will be paid, less any amount owed to the School. Final paychecks will not be released until all school property is returned and the employee has completed the check-out process.

PERSONNEL RECORDS

Confidentiality of Personnel Records

All employee personnel records are to be kept confidential in a locked fireproof file cabinet. However, personnel records subpoenaed or subject to review under law will be disclosed as mandated. Only authorized personnel shall have access to the personnel files. Release of information contained in the personnel file shall be authorized in writing and signed by the employee.

Employee Review of Personnel Records

An employee may examine his or her personnel record upon a 24-hour written request. Records protected or exceptionable from disclosure by law may be withheld from the employee. The employee shall review his or her personnel file in the presence of Human Resources.

Retention of Inactive Personnel Records

Personnel records of all employees who have terminated employment with the School shall be kept in an inactive file. These records shall be retained for a period of at least seven (7) years following date of termination.

APPENDIX

A. Table of Offenses

The following table of offense is a recommended resolution. This table of offenses shall not be considered as mandatory or binding upon the administration. The administration can take more severe action if it feels that such action is necessary and reasonable.

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
1 Unsettling circumstantiated condition leading to inadequate levels of performance such as but not be limited to: a. Personal problems b. Family or marital problems c. Transportation problems d. Inclement weather e. Frequent use of school telephone for personal calls or conversation f. Frequent non work-related visitors on the job g. Frequent visiting with co-workers for non work-related matters. h. Involvement in non work-related activities while on the job.	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
2 Being absent from work without authorized leave, or repeated unauthorized late arrival to work or early departure from work.	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
3 Excessive absenteeism	Written Reprimand	Suspension with or Without Pay	Discharge	
4 Abusing paid leave such as not obtaining prior approval or not using leave for what it was intended	Verbal Warning	Written Reprimand	Suspension with or Without Pay	
5 Using abusive language towards another individual in either verbal or written form	Written Reprimand	Suspension with or Without Pay	Discharge	

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
6 Insinuating or making discriminatory statements or acts regarding race, age, religion, handicap, national origin, political affiliation, creed, or any other discriminatory acts in violation of Title VII of the Civil Rights Act of 1964	Written Reprimand	Discharge		
7 Committing verbal assault and/or battery on an employee, student or visitor on School property or at a school sponsored event.	Written Reprimand	Discharge		
8 Committing physical assault and/or battery on an employee, student or visitor on School property or at a school sponsored event.	Discharge			
9 Endangering the wellbeing of an employee, student, or visitor on School property or at a school sponsored event.	Suspension with or Without Pay	Discharge		
10 Making false, derogatory or malicious statements or spreading rumors or misinformation that may jeopardize or damage the integrity, reputation or image of the School or its employees, including social media sites.	Written Reprimand	Discharge		
11 Creating a hostile environment for any employee, student or visitor on School property or at a school sponsored event.	Written Reprimand	Suspension with or Without Pay	Discharge	
12 Sleeping, gambling or horse playing that disrupts work or creates risk of injury	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
13 Refusing to perform reasonable and proper work assignments from an authorized supervisor, except in cases where the employee's safety or morals may be jeopardized by the assignment in accordance with Title VII of the Civil Rights Acts of 1964	Written Reprimand	Suspension with or Without Pay	Discharge	

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
14 Resisting or defying the authority of an appropriate supervisor. Actions may include refusal to comply or refusal to act when reasonable, clear, specific orders or instructions were given to the employee and understood by the employee.	Written Reprimand	Suspension with or Without Pay	Discharge	
15 Encouraging and engaging in any activity that stops, restricts or delays the delivery or receipt of educational services	Suspension with or Without Pay	Discharge		
16 Failing to enforce policy, resolutions or other related directive mandated by the Board of Trustees	Written Reprimand	Suspension with or Without Pay	Discharge	
17 Failing to recognize or abide to the line of authority	Written Reprimand	Suspension with or Without Pay	Discharge	
18 Searching through another employee's work or personal property without authorization or permission by an appropriate supervisor or the employee	Written Reprimand	Suspension with or Without Pay	Discharge	
19 Failing to secure School equipment – leaving it open to damage or theft	Written Reprimand	Suspension with or Without Pay	Discharge	
20 Being cash short in handling of school funds without explanation	Written Reprimand	Suspension with or Without Pay with restitution	Discharge with restitution	
21 Withholding or misrepresenting information related to employment	Discharge			
22 Removing or destroying information related to the job without proper authorization	Written Reprimand	Suspension with or Without Pay	Discharge	
23 Driving a school vehicle without a valid State driver's license , Commercial Driver's License, when a CDL is required, or proper compliance with DOT requirements	Suspension with or Without Pay	Discharge		

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
24 Permitting unauthorized passengers in a school vehicle	Verbal Warning	Written Reprimand	Suspension with or without pay	Discharge
25 Using a school vehicle without prior approval	Written Reprimand	Suspension with or Without Pay	Discharge	
26 Using a school vehicle in an unlawful manner	Suspension with or Without Pay	Discharge		
27 Allowing students in a personal vehicle, except for school events with a school approved driver.	Suspension with or Without Pay	Discharge		
28 Violating or neglecting safety rules or practices or failure to provide supervision which may endanger student safety.	Suspension with or Without Pay	Discharge		
29 Contributing to hazardous conditions for example (using chemicals or other potential hazards).	Written Reprimand	Suspension with or Without Pay	Discharge	
30 Possessing, displaying or using firearms, explosives, weapons or any other dangerous devices in an irresponsible manner when authorized, by the nature of the job, to carry such on school grounds or property	Discharge			
31 Possessing, displaying or using firearms, explosives weapons or any other dangerous devices while on school grounds or property	Discharge			
32 Destroying, damaging, defacing or marring school property	Written Reprimand with Restitution	Suspension with or Without Pay with Restitution	Discharge with Restitution	
33 Loss, destruction or theft of or misconduct, willful negligence, or reckless disregard for School property.	Written Reprimand up to Discharge with Restitution	Suspension with or Without Pay with Restitution	Discharge with Restitution	

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
34 Selling school property without prior authorization	Suspension with or without pay with restitution up to discharge	Discharge with Restitution		
35 Being under the influence of alcohol or other controlled substance while on the job or on school property	Written reprimand, Immediate suspension and mandatory treatment with appropriate institution with notification to police	Discharge		
36 Distribution of alcohol/drugs	Discharge with Notification to Police/Authorities			
37 Failing to cooperate with a mandatory alcohol or controlled substance treatment program or health agency	Discharge			
38 Contracting on behalf of the school or obligating the school monetarily without proper authorization	Suspension with or Without Pay up to Discharge	Discharge		
39 Being convicted of a felony or serious misdemeanor – the nature of which may have negative consequences on continued job assignment or employment	Discharge			
40 Committing fraud	Discharge			
41 Failing to report to work or notifying the appropriate line of authority for three (3) consecutive workdays	Discharge			

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
42 Committing sexual harassment, contributing to sexual harassment; sending pornographic jokes or stories, or submitting a falsified sexual harassment complaint	Suspension with or Without pay Discharge upon sufficient evidence			
43 Accepting non work-related supplemental employment without approval	Written Reprimand	Suspension with or Without Pay	Discharge	
44 Engaging in supplemental employment that is non-school related during employment hours	Suspension with or Without Pay	Discharge		
45 Refusing to improve job performance in accordance with written goals, objectives and recommendations after a substandard performance evaluation	Discharge			
46 Being involved in a conflict of interest	Disciplinary action will be based on the severity of the offense.			
47 Accepting or soliciting cash, gifts, gratuities, service or favors without authorization	Discharge			
48 Abusing or molesting a student	Discharge			
49 Failing to abide by the Social Networking Policy	Written Reprimand	Suspension with or Without Pay up to discharge		
50 Obtain, view or reach any pornographic, immoral or unethical Internet sites	Discharge			

B. Temporary Duty Travel Allowances

41 CFR 301
Temporary Duty (TDY) Travel Allowances

NOTE: Select sections have been deleted or modified to suit the business practices of Navajo Preparatory School.

Part301-2 GENERAL RULES

§301-2.1 Must I have authorization to travel?

Yes, generally you must have written leave authorization prior to incurring any travel expense. If it is not practicable or possible to obtain such authorization prior to travel, your agency may approve a specific authorization for reimbursement of travel expenses after travel is completed. However, written advance authorization is required for items in § 301–2.5 (c), (i), (n), and (o) of this part.

§301–2.2 What travel expenses may my agency pay?

Your agency may pay only those expenses essential to the transaction of official business, which include:

(a) Transportation expenses as provided in part 301–10 of this chapter;
(b) Per Diem expenses as provided in part 301–11 of this chapter;
(c) Miscellaneous expenses as provided in part 301–12 of this chapter; and
(d) Travel expenses of an employee with special needs as provided in part 301–13 of this chapter.

§301–2.3 What standard of care must I use in incurring travel expenses?

You must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

§301–2.4 For what travel expenses am I responsible?

You are responsible for expenses over the reimbursement limits established in this chapter. Your agency will not pay for excess costs resulting from circuitous routes, delays, or luxury accommodations or services unnecessary or unjustified in the performance of official business.

§301–2.5 What travel arrangements require specific authorization or prior approval?

You must have a specific authorization or prior approval for:

(a) Use of first-class or business-class service on common carrier transportation;
(b) Use of a foreign air carrier;
(c) Use of reduced fares for group or charter arrangements;
(d) Use of cash to pay for common carrier transportation;
(e) Use of extra-fare train service;
(f) Travel by ship;
(g) Use of a rental car;
(h) Use of a Government aircraft;
(i) Payment of a reduced per diem rate;
(j) Payment of actual expense;
(k) Travel expenses related to emergency travel;
(l) Transportation expenses related to threatened law enforcement/investigative employees and members of their families;

(m) Travel expenses related to travel to a foreign area;
(n) Acceptance of payment from a non-Federal source for travel expenses, see chapter 304 of this subtitle; and
(o) Travel expenses related to attendance at a conference.

NOTE TO §301–2.5: Paragraphs (c), (i), (n), and (o) of this section require a written or electronic advance authorization.

Part 301-10 TRANSPORTATION EXPENSES

Subpart A: General

§301–10.1 Am I eligible for payment of transportation expenses?

Yes, when performing official travel, including local travel.

§301–10.2 What expenses are payable as transportation?

Fares, rental fees, mileage payments, and other expenses related to transportation.

§301–10.3 What methods of transportation may my agency authorize me to use?

Your agency may authorize:

(a) Common carrier transportation (e.g., aircraft, train, bus, ship, or local transit system) under Subpart B;
(b) School vehicle under Subpart C;
(c) POV under Subpart D; or
(d) Special conveyance (e.g., taxi or commercial automobile) under Subpart E.

§301–10.4 How does my agency select the method of transportation to be used?

Your agency must select the method most advantageous to the Government, when cost and other factors are considered. Under 5 U.S.C. 5733, travel must be by the most expeditious means of transportation practicable and commensurate with the nature and purpose of your duties. In addition, your agency must consider energy conservation, total cost to the Government (including costs of per diem, overtime, lost work time, and actual transportation costs), total distance traveled, number of points visited, and number of travelers.

§301–10.5 What are the presumptions as to the most advantageous method of transportation?

(a) *Common carrier.* Travel by common carrier is presumed to be the most advantageous method of transportation and must be used when reasonably available.
(b) *School automobile.* When your agency determines that your travel must be performed by automobile, a school automobile is presumed to be the most advantageous method of transportation.

§301–10.6 What is my liability if I do not travel by the selected method of transportation?

If you do not travel by the method of transportation required by regulation or selected by your agency, any additional expenses you incur will be borne by you.

§301–10.7 How should I route my travel?

You must travel to your destination by the usually traveled route unless your agency authorizes or approves a different route as officially necessary.

§301–10.8 What is my liability if, for personal convenience I travel by an indirect

route or interrupt travel by a direct route?

Your reimbursement will be limited to the cost of travel by a direct route or on an uninterrupted basis. You will be responsible for any additional costs.

Subpart B: Common Carrier Transportation

§301–10.100 What types of common carrier transportation may I be authorized to use?

You may be authorized to use airline, train, ship, bus, or local transit system.

AIRLINE

§301–10.105 What are the basic requirements for using airlines?

The requirements for using airlines fall into three categories:

(a) Using contract carriers, when available;
(b) Using coach class service,
(c) Using U.S. flag air carrier or (ship) service, unless use of foreign air carrier or (ship) is authorized

§301–10.112 What must I do when different airlines furnish the same service at different fares?

When there is no contract fare, and common carriers furnish the same service at different fares between the same points for the same type of accommodations, you must use the lowest cost service unless your agency determines that the use of higher cost service is more advantageous to the Government.

§301–10.113 What must I do if I change or do not use a common carrier reservation?

If you know you will change or not use your reservation, you must take action to change or cancel it as prescribed by your agency. Also, you must report all changes of your reservation according to your agency's procedures in an effort to prevent losses to the school. Failure to do so may subject you to liability for any resulting losses.

§301–10.114 What must I do with unused Government Transportation Request(s) (GTR(s)), ticket(s) or refund application(s)?

You must submit any unused GTR(s), unused ticket coupons, unused e-tickets, or refund applications to your agency in accordance with your agency's procedures.

§301–10.115 Am I authorized to receive a refund or credit for unused transportation?

No. You are not authorized to receive a refund, credit, or any other negotiable document from a carrier for unfurnished services (except as provided in § 301–10.117) or any portion of an unused ticket issued in exchange for a GTR or billed to an agency's centrally billed account. However, any charges billed directly to your individually billed charge card should be credited to your account.

§301–10.116 What must I do with compensation an airline gives me if it denies me a seat on a plane?

If you are performing official travel and a carrier denies you a confirmed reserved seat on a plane, you must give your agency any payment you receive for liquidated damages. You must ensure the carrier shows the ''Navajo Preparatory School'' as payee on the compensation check and then forward the payment to the appropriate agency official.

§301–10.117 May I keep compensation an airline gives me for voluntarily vacating my seat on my scheduled airline flight when the airline asks for volunteers?

Yes:

(a) If voluntarily vacating your seat will not interfere with performing your official duties; and
(b) If additional travel expenses, incurred as a result of vacating your seat, are borne by you and are not reimbursed; but
(c) If volunteering delays your travel during duty hours, your agency will charge you with annual leave for the additional hours.

AIRLINE ACCOMMODATIONS

§301–10.121 What classes of airline accommodations are available?

The following classes of air accommodations are available:

(a) *Coach-class.* The basic class of accommodations offered to travelers regardless of fare paid. The terms ''tourist'' or ''economy-class'' are sometimes used for this class of accommodation. When authorizing this class of accommodation, use of the contract city-pair fare is mandatory.
(b) *Business-class.* A premium-class of accommodation offered by the airlines that is higher than coach and lower than first class, in both cost and amenities. This class of accommodation is generally referred to as ''business, business elite, business first, world business, connoisseur, or envoy'' depending on the airline. Not all city-pair fares are available in business-class, and even when use of business-class is authorized, the use of business-class city-pair fares is optional. This class of service may only be authorized in accordance with the provisions of § 301–10.124 of this part.
(c) *First-class.* Generally, the highest class of accommodation offered by the airlines in terms of both cost and amenities and termed ''first-class'' by the airlines and any reservation system. This class of accommodation may only be authorized in accordance with the provisions of § 301–10.123 of this part. There are no contract city-pair fares for this class of accommodation.
(d) *Single-class.* This term applies when an airline offers only one class of accommodations to all travelers

§301–10.122 What class of airline accommodations must I use?

For official business travel, both domestic and international, you must use coach-class accommodations, except as provided under §§ 301–10.123 and 301–10.124.

§301–10.123 When may I use first-class airline accommodations?

You may use first-class airline accommodations only when your agency specifically authorizes/approves your use of such accommodations, for the reasons given under paragraphs (a) through (d) of this section.

(a) No coach or business-class accommodations are reasonably available. ''Reasonably available'' means available on an airline that is scheduled to leave within 24 hours of your proposed departure time, or scheduled to arrive within 24 hours of your proposed arrival time.
(b) When use of first-class is necessary to accommodate a disability or other special need. A disability must be substantiated in writing by a competent medical authority. A special need must be substantiated in writing according to your agency's procedures. If you are authorized under § 301–13.3(a) of this chapter to have an attendant accompany you, your agency also may

authorize the attendant to use first-class accommodations if you require the attendant's services en route.

(c) When exceptional security circumstances require first-class travel. Exceptional security circumstances are determined by your agency and include, but are not limited to:

(1) Use of other than first-class accommodations would endanger your life or school property;

(2) You are an agent on protective detail and you are accompanying an individual authorized to use first-class accommodations; or

(3) You are a courier or control officer accompanying controlled pouches or packages.

(d) When required because of agency mission.

NOTE TO § 301–10.123: You may upgrade to first-class at your personal expense, including through redemption of frequent flyer benefits.

§301–10.124 When may I use business-class airline accommodations?

Only when your agency specifically authorizes/approves your use of such accommodations, for the reasons given under paragraphs (a) through (i) of this section.

(a) Regularly scheduled flights between origin/destination points (including connecting points) provide only first-class and business-class accommodations and you certify such on your voucher; or

(b) No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed; or

(c) When use of business-class accommodations is necessary to accommodate your disability or other special need. Disability must be substantiated in writing by a competent medical authority. Special need must be substantiated in writing according to your agency's procedures. If you are authorized under § 301–13.3(a) of this chapter to have an attendant accompany you, your agency also may authorize the attendant to use business-class accommodations if you require the attendant's services en route; or

(d) Security purposes or exceptional circumstances as determined by your agency make the use of business-class accommodations essential to the successful performance of the agency's mission; or

(e) Coach-class accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards; or

(f) The use results in an overall cost savings to the Government by avoiding additional subsistence costs, overtime, or lost productive time while awaiting coach-class accommodations; or

(g) Your transportation costs are paid in full through agency acceptance of payment from a non- federal source in accordance with chapter 304 of this title; or

(h) Where the origin and/or destination are OCONUS, and the scheduled flight time, including stopovers and change of planes, is in excess of 14 hours. (In this instance you will not be eligible for a rest stop or a rest period upon arrival at your duty site.); or

(i) When required because of agency mission.

NOTE TO § 301–10.124: You may upgrade to business-class at your personal expense, including through redemption of frequent flyer benefits.

LOCAL TRANSIT SYSTEM

§301–10.190 When may I use a local transit system (bus, subway, or streetcar)?

(a) To, from, and between places of work. The use of bus, subway, or streetcar is an allowable expense for local travel between places of business at your official station or a TDY station, and between places of lodging and place of business at a TDY station.

(b) To places where meals can be obtained. Where the nature and location of the work at your TDY station are such that meals cannot be obtained there, travel to obtain meals at the nearest available place is an allowable expense. You must, however, attach a statement to your travel voucher explaining why such travel was necessary.

Subpart C—School Vehicle

§301–10.200 What types of school vehicles may my agency authorize me to use?

You may be authorized to use:

(a) A school automobile in accordance with § 301–10.220;

(b) Other type of school vehicle in accordance with any school issued rules governing its use.

§301–10.201 For what purposes may I use a school vehicle?

Only for official purposes which include transportation:

(a) Between places of official business;

(b) Between such places and places of temporary lodging when public transportation is unavailable or its use is impractical;

(c) Between either paragraph (a) or (b) of this section and restaurants, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health of the employee to foster the continued efficient performance of school business; or

(d) As otherwise authorized by your agency under 31 U.S.C. 1344.

§301–10.202 What is my liability for unauthorized use of a school vehicle?

You are responsible for any additional cost resulting from unauthorized use of a school vehicle and you may be subject to administrative and/or criminal liability for misuse of school property.

SCHOOL AUTOMOBILES

§301–10.220 What requirements must I meet to operate a school automobile for official travel?

You must possess a valid State, District of Columbia, or territorial motor vehicle operator's license and have a travel authorization specifically authorizing the use of a school-furnished automobile.

Subpart D—Privately Owned Vehicle (POV)

§301–10.300 When may I use a POV for official travel?

When authorized by your agency.

§301–10.301 How do I compute my mileage reimbursement?

You compute mileage reimbursement by multiplying the distance traveled, determined under §301–10.302 of this subpart by the applicable mileage rate prescribed in § 301–10.303 of this subpart, published on July 1 of each calendar year.

§301–10.302 How do I determine distance measurements for my travel?

If you travel by: Privately owned automobile or privately owned motorcycle.

The distance between your origin and destination is as shown in paper or electronic standard highway mileage guides.

§301–10.303 What am I reimbursed when use of a POV is determined by my agency to be advantageous to the school?

The current published GSA rate.

§301–10.304 What expenses are allowable in addition to the allowances prescribed in § 301–10.303?

Following is a chart listing the reimbursable and non-reimbursable expenses:

Reimbursable expenses in addition to mileage allowance	Non-reimbursable expenses included in the mileage allowance
Parking fees; ferry fees; bridge, road, and tunnel fees; and aircraft or airplane parking, landing, and tie- down fees.	Charges for repairs, depreciation, replacements, grease, oil, antifreeze, towage and similar speculative expenses, gasoline, insurance, state and Federal taxes.

§301–10.305 How is reimbursement handled if another person(s) travels in a POV with me?

If another employee(s) travels with you on the same trip in the same POV, mileage is payable to only one of you. No deduction will be made from your mileage allowance if other passengers contribute to defraying your expenses.

§301–10.306 What will I be reimbursed if authorized to use a POV instead of a taxi between my residence and office to a common carrier terminal, or from my residence directly toa common carrier terminal on travel requiring an overnight stay?

If determined advantageous to the school, you will be reimbursed on a mileage basis plus other allowable costs for round-trip travel on the beginning and/or ending of travel between the points involved.

§301–10.307 What will I be reimbursed if I use a POV to transport other employees?

Using a POV to transport other employees is strictly voluntary and you may be reimbursed in accordance with § 301– 10.305.

§301–10.308 What will I be reimbursed if I park my POV at a common carrier terminal while I am away from my official station?

Your agency may reimburse your parking fee as an allowable transportation expense not to exceed the cost of taxi fare to/from the terminal.

§301–10.309 What will I be reimbursed if I am authorized to use common carrier transportation and I use a POV instead?

You will be reimbursed on a mileage basis (see § 301–10.303), plus per Diem, not to exceed the total constructive cost of the authorized method of common carrier transportation plus per Diem. Your agency must determine the constructive cost of transportation and per Diem by common carrier under the rules in § 301–10.310.

§301–10.310 What will I be reimbursed if I am authorized to use a Government automobile and I use a privately owned automobile instead?

When you are committed to use a school automobile or would not ordinarily be authorized to use a privately owned automobile due to the availability of a school automobile, but nevertheless request to use a privately owned automobile, you will be reimbursed the published July 1 "If you are committed to use a School Vehicle" rate. This is the approximate cost of operating a school automobile, fixed cost excluded. In addition, parking fees, bridge, road and tunnel fees are reimbursable.

Subpart E—Special Conveyances

§301–10.400 What types of special conveyances may my agency authorize me to use?

Your agency may authorize/approve use of:

(a) Taxicabs as specified in §§ 301–10.420 through 301–10.421 of this chapter;
(b) Commercial rental automobiles as specified in §§ 301–10.450 through 301– 10.453 of this chapter; or
(c) Any other special conveyance when determined to be advantageous to the School.

§301–10.401 What types of charges are reimbursable for use of a special conveyance?

Actual expenses that your agency determines are necessary, including, but not limited to:

(a) Gasoline and oil;
(b) Rental of a garage, hangar, or boathouse;
(c) Feeding and stabling of horses;
(d) Per Diem of operator; and
(e) Ferriage, tolls, etc.

§301–10.402 What will I be reimbursed if I am authorized to use a special conveyance and I use a POV instead?

You will be reimbursed the mileage cost for the use of your POV, and additional expenses such as parking fees, bridge, road and tunnel fees, not to exceed the constructive cost of the special conveyance.

TAXICABS, SHUTTLE SERVICES, OR OTHER COURTESY TRANSPORTATION

§301–10.420 When may I use a taxi or shuttle service?

(a) To and from a carrier terminal.

(1) General authorization. Except as provided in paragraph (b) (2) of this section, you will be reimbursed the usual fare plus tip for use of a taxicab or shuttle services in the following situations:

(i) Between a common carrier or other terminal and either your home or place of business at your official station, or your place of business or lodging at a TDY station; or

(ii) Between the carrier terminal and shuttle terminal.

(2) Courtesy transportation. You should use courtesy transportation service furnished by hotels/motels to the maximum extent possible as a first source of transportation between a place of lodging at the TDY station and a common carrier terminal. You will be reimbursed for tips when you use courtesy transportation service.

(3) Restrictions. When appropriate, your agency will restrict or place a monetary limit on the amount of reimbursement for the use of taxicabs

under this paragraph when:

(i) Suitable Government or common carrier transportation service, including shuttle service, is available for all or part of the distance involved; or

(ii) Courtesy transportation service is provided by hotels/motels between the place of lodging at the TDY station and the common carrier terminal.

§301–10.421 How much will my agency reimburse me for a tip to a taxi, shuttle service, or courtesy transportation driver?

An amount which your agency determines to be reasonable.

RENTAL AUTOMOBILES

§301–10.450 When can I use a rental vehicle?

Your agency must determine that use of a rental vehicle is advantageous to the school and must specifically authorize such use.

§301–10.451 May I be reimbursed for the cost of collision damage waiver (CDW) or theft insurance?

(a) *General rule*—no. You will not be reimbursed for CDW or theft insurance for travel within CONUS for the following reasons:

(1) The school is a self-insurer.

(2) Rental vehicles available under agreement(s) with the school includes full coverage insurance for damages resulting from an accident while performing official travel.

(3) Any deductible amount paid by you may be reimbursed directly to you or directly to the rental agency if the damage occurred while you were performing official business.

(b) *Exception.* You will be reimbursed for collision damage waiver or theft insurance when you travel outside CONUS and such insurance is necessary because the rental or leasing agency requirements, foreign statute, or legal procedures could cause extreme difficulty for an

employee involved in an accident.

§301–10.452 May I be reimbursed for personal accident insurance?

No. That is a personal expense and is not reimbursable.

§301–10.453 What is my liability for unauthorized use of a rental automobile obtained with school funds?

You are responsible for any additional cost resulting from the unauthorized use of a commercial rental automobile for other than official travel-related purposes.

PART 301–11—PER DIEM EXPENSES

Subpart A—General Rules

§301–11.1 When am I eligible for an allowance (per Diem or actual expense)?

When:

(a) You perform official travel away from your official station, or other areas defined by your agency;

(b) You incur per diem expenses while performing official travel; and

(c) You are in a travel status for more than 12 hours.

§301–11.2 Will I be reimbursed for per diem expenses if my official travel is 12 hours or less?

No.

§301–11.3 Must my agency pay an allowance (either a per diem allowance or actual expense)?

Yes, unless you perform travel to a training event and you agree not to be paid per Diem expenses; or

§301–11.4 May I be reimbursed actual expense and per diem on the same trip?

Yes, you may be reimbursed both actual expense and per diem during a single trip, but only one method of reimbursement may be authorized for any given calendar day except as provided in § 301–11.305 or § 301–11.306. Your agency must determine when the transition between the reimbursement methods occurs.

§301–11.5 How will my per diem expenses be reimbursed?

Per Diem expenses will be reimbursed by the “Lodgings-plus per diem method”.

§301–11.6 Where do I find maximum per diem and actual expense rates?

Consult this table to find out where to access per diem rates for various types of Government travel:

For travel in	Rates set by	For *per diem* and actual expense see
(a) Continental United States (CONUS).	General Services Administration.	For *per diem,* see applicable FTR Per Diem Bulletins issued periodically by the Office of Government-wide Policy, Office of Transportation and Personal Property, Travel Management Policy and available on the Internet at *http://www.gsa.gov/perdiem.* For actual expense, *see* 41 CFR 301–11.303 and 301–11.305.
(b) Non-foreign areas	Department of Defense (*Per Diem,* Travel and Transportation Allowance Committee (PDTATAC))	*Per Diem* Bulletins issued by PDTATAC and published periodically in the Federal Register or Internet at *http://www.dtic.mil/perdiem/.* (Rates also appear in section 925, a *per diem* supplement to the Department of State Standardized Regulations (Government Civilians-Foreign Areas).)
(c) Foreign areas	Department of State	A *per diem* supplement to section 925, Department of State Standardized Regulations (Government Civilians-Foreign Areas).

§301–11.7 What determines my maximum per diem reimbursement rate?

Your TDY location determines your maximum per diem reimbursement rate. If you arrive at your lodging location after 12 midnight, you claim lodging cost for the preceding calendar day. If no lodging is required, the applicable M&IE reimbursement rate is the rate for the TDY location. (See § 301–11.102.)

§301–11.8 What is the maximum per diem rate I will receive if lodging is not available at my TDY location?

If lodging is not available at your TDY location, your agency may authorize or approve the maximum per diem rate for the location where lodging is obtained.

§301–11.9 When does per diem or actual expense entitlement start/stop?

Your per diem or actual expense entitlement starts on the day you depart your home, office, or other authorized point and ends on the day you return to your home, office or other authorized point.

§301–11.10 Am I required to record departure/arrival dates and times on my travel claim?

You must record the date of departure from, and arrival at, the official station or any other place travel begins or ends. You must show this same information for points where you perform TDY or for a stopover or official rest stop location when the arrival or departure affects your per diem allowance or other travel expenses. You also should show the dates for other points visited. You do not have to record departure/arrival times, but you must annotate your travel claim when your travel is more than 12 hours but not exceeding 24 hours to reflect that fact.

§301–11.11 How do I make my lodging reservations?

You must make lodging reservations through the Executive Secretary of the Head of School.

§301–11.12 How does the type of lodging I select affect my reimbursement?

Your agency will reimburse you for different types of lodging as follows:

(a) *Conventional lodgings.* (Hotel/motel, boarding house, etc.) You will be reimbursed the single occupancy rate.

(b) *Government quarters.* You will be reimbursed, as a lodging expense, the fee or service charge you pay for use of the quarters.

(c) *Lodging with friend(s) or relative(s) (with or without charge).* You may be reimbursed for additional costs your host incurs in accommodating you only if you are able to substantiate the costs and your agency determines them to be reasonable. You will not be reimbursed the cost of comparable conventional lodging in the area or a flat ''token'' amount.

(d) *Nonconventional lodging.* You may be reimbursed the cost of other types of lodging when there are no conventional lodging facilities in the area (e.g., in remote areas) or when conventional facilities are in short supply because of an influx of attendees at a special event (e.g., World's Fair or international sporting event). Such lodging includes college dormitories or similar facilities or rooms not offered commercially but made available to the public by area residents in their homes.

(e) *Recreational vehicle (trailer/camper).* You may be reimbursed for expenses (parking fees, fees for connection, use, and disconnection of utilities, electricity, gas, water and sewage, bath or shower fees, and dumping fees) which may be considered as a lodging cost.

§301–11.13 How does sharing a room with another person affect my per diem reimbursement?

Your reimbursement is limited to one-half of the double occupancy rate if the person sharing the room is another school employee on official travel. If the person sharing the room is not a school employee on official travel, your reimbursement is limited to the single occupancy rate.

§301–11.14 How is my daily lodging rate computed when I rent lodging on a long-term basis?

When you obtain lodging on a long-term basis (e.g., weekly or monthly) your daily lodging rate is computed by dividing the total lodging cost by the number of days of occupancy for which you are entitled to per diem, provided the cost does not exceed the daily rate of conventional lodging.

Otherwise the daily lodging cost is computed by dividing the total lodging cost by the number of days in the rental period. Reimbursement, including an appropriate amount for M&IE, may not exceed the maximum daily per diem rate for the TDY location.

§301–11.15 What expenses may be considered part of the daily lodging cost when I rent on a long- term basis?

When you rent a room, apartment, house, or other lodging on a long-term basis (e.g., weekly, monthly), the following expenses may be considered part of the lodging cost:

(a) The rental cost for a furnished dwelling; if unfurnished, the rental cost of the dwelling and the cost of appropriate and necessary furniture and appliances (e.g., stove, refrigerator, chairs, tables, bed, sofa, television, or vacuum cleaner);

(b) Cost of connecting/disconnecting and using utilities;

(c) Cost of reasonable maid fees and cleaning charges;

(d) Monthly telephone use fee (does not include installation and long-distance calls); and,

(e) If ordinarily included in the price of a hotel/motel room in the area concerned, the cost of special user fees (e.g., cable TV charges and plug-in charges for automobile head bolt heaters).

§301–11.16 What reimbursement will I receive if I prepay my lodging expenses and my TDY is curtailed, canceled or interrupted for official purposes or for other reasons beyond my control that are acceptable to my agency?

If you sought to obtain a refund or otherwise took steps to minimize the cost, your agency may reimburse expenses that are not refundable, including a forfeited rental deposit.

§301–11.17 If my agency authorizes per diem reimbursement, will it reduce my M&IE allowance for a meal(s) provided by a common carrier or for a complimentary meal(s) provided by a hotel/motel?

No. A meal provided by a common carrier or a complimentary meal provided by a hotel/motel does not affect your per diem.

§301–11.18 What M&IE rate will I receive if a meal(s) is furnished at nominal or no cost by the Government or is included in the registration fee?

Your M&IE rate must be adjusted for a meal(s) furnished to you (except as provided in § 301–11.17), with or without cost, by deducting the appropriate amount shown in the chart in this section for CONUS travel, reference Appendix B of this chapter for OCONUS travel, or any method determined by your agency. If you pay for a meal that has been previously deducted, your agency will reimburse you up to the deduction amount. The total amount of deductions made will not cause you to receive less than the amount allowed for incidental expenses.

M&IE	$46	$51	$56	$61	$66	$71
Continental Breakfast/Breakfast	7	8	9	10	11	12
Lunch	11	12	13	15	16	18

Dinner	23	26	29	31	34	36
Incidentals	5	5	5	5	5	5

§301–11.20 May my agency authorize a rest period for me while I am traveling?

(a) Your agency may authorize a rest period not in excess of 24 hours at either an intermediate point or at your destination if:

(1) Either your origin or destination point is OCONUS;

(2) Your scheduled flight time, including stopovers, exceeds 14 hours;

(3) Travel is by a direct or usually traveled route; and

(4) Travel is by coach-class.

(b) When a rest stop is authorized the applicable per diem rate is the rate for the rest stop location.

§301–11.21 Will I be reimbursed for per diem or actual expenses on leave or non-workdays (weekend, legal Federal Government holiday, or other scheduled non-workdays) while I am on official travel?

(a) In general, you will be reimbursed as long as your travel status requires your stay to include a non-workday, (e.g., if you are on travel through Friday and again starting Monday you will be reimbursed for Saturday and Sunday), however, your agency should determine the most cost effective situation (i.e., remaining in a travel status and paying per diem or actual expenses or permitting your return to your official station).

(b) Your agency will determine whether you will be reimbursed for non-workdays when you take leave immediately (e.g., Friday or Monday) before or after the non-workday(s).

NOTE TO § 301–11.21: If emergency travel is involved due to an incapacitating illness or injury, the rules in part 301–30 of this chapter govern.

§301–11.22 Am I entitled to per diem or actual expense reimbursement if I am required to return to my official station on a non-workday?

If required by your agency to return to your official station on a non-workday, you will be reimbursed the amount allowable for return travel.

§301–11.23 Are there any other circumstances when my agency may reimburse me to return home or to my official station for non-workdays during a TDY assignment?

Your agency may authorize per diem or actual expense and round-trip transportation expenses for periodic return travel on non-workdays to your home or official station under the following circumstances:

(a) The agency requires you to return to your official station to perform official business; or

(b) The agency will realize a substantial cost savings by returning you home; or

(c) Periodic return travel home is justified incident to an extended TDY assignment.

§301–11.24 What reimbursement will I receive if I voluntarily return home or to my official station on non workdays during my TDY assignment?

If you voluntarily return home or to your official station on non-workdays during a TDY assignment, the maximum reimbursement for round trip transportation and per diem or actual expense is limited to what would have been allowed had you remained at the TDY location.

§301–11.25 Must I provide receipts to substantiate my claimed travel expenses?

Yes, you must provide a lodging receipt and either a receipt for any authorized expenses incurred costing over $75, or a reason acceptable to your agency explaining why you are unable to provide the necessary receipt.

§301–11.26 How do I get a per diem rate increased?

If you travel to a location where the per diem rate is insufficient to meet necessary expenses, you may submit a request, containing pertinent lodging & meal cost data, through your agency asking that the location be surveyed. Depending on the location in question your agency may submit the survey request to:

For CONUS locations:
General Services Administration, Office of Government wide
Policy Attn: Travel Management Division (MTT)
Washington, DC20405.

For non-foreign area locations:
Department of Defense
Per Diem, Travel and Transportation, Allowance Committee (PDTATAC)
Hoffman Building #1, Room 836
2461 Eisenhower Ave. Alexandria, VA22331–1300.

For foreign area locations:
Department of State, Director of Allowances, State
Annex 29, Room 262,

Washington, DC20522–2902.

§301–11.27 Are taxes included in the lodging portion of the Government per diem rate?

No. Lodging taxes paid by you are reimbursable as a miscellaneous travel expense limited to the taxes on reimbursable lodging costs. For example, if your agency authorizes you a maximum lodging rate of $50 per night, and you elect to stay at a hotel that costs $100 per night, you can only claim the amount of taxes on $50, which is the maximum authorized lodging amount. This section is effective January 1, 1999, for CONUS locations and effective January 1, 2000, for non- foreign areas.

For foreign areas, lodging taxes have not been removed from foreign per diem rates established by the Department of State. Separate claims for lodging taxes incurred in foreign areas are not allowed.

§301–11.28 As a traveler on official business, am I required to pay applicable lodging taxes?

Yes, unless exempted by the State or local jurisdiction.

§301–11.29 Are lodging facilities required to accept a generic federal, state or local tax exempt certificate?

Exemptions from taxes for Federal travelers, and the forms required to claim them, vary from location to location. The GSA Travel Homepage (http://policyworks.gov/travel) lists jurisdictions where tax exempt certificates should be honored.

§301–11.30 What is my option if the Government lodging rate exceeds my lodging reimbursement?

You may request reimbursement on an actual expense basis, not to exceed 300 percent of the maximum per diem allowance.

Approval of actual expenses is usually in advance of travel and at the discretion of your agency. (See §

301–11.302.)

§301–11.31 Are laundry, cleaning and pressing of clothing expenses reimbursable?

Yes. The expenses incurred for laundry, cleaning and pressing of clothing at a TDY location are reimbursable as a miscellaneous travel expense. However, you must incur a minimum of 4 consecutive nights lodging on official travel to qualify for this reimbursement.

§301–11.32 May I be reimbursed for an advance room deposit in situations where a lodging facility requires the payment of a deposit, prior to the beginning of my scheduled official travel?

Yes, your agency may reimburse you for an advance room deposit, when such a deposit is required by the lodging facility to secure a room reservation, prior to the beginning of your scheduled official travel. However, if you are reimbursed the advance room deposit, but fail to perform the scheduled official travel for reasons not acceptable to your agency, resulting in forfeit of the deposit, you are indebted to the school for that amount and must repay it in a manner prescribed by your agency.

Subpart B—Lodgings-Plus Per Diem

§301–11.100 What will I be paid for lodging under Lodgings-plus per diem?

When travel is more than 12 hours and overnight lodging is required you are reimbursed your actual lodging cost not to exceed the maximum lodging rate for the TDY location or stopover point.

§301–11.101 What allowance will I be paid for M&IE?

(a) Except as provided in paragraph (b) of this section, your allowance is as shown in the following table:

When travel is		Your allowance is
More than 12 but less than 24 hours		75 percent of the applicable M&IE rate
24 hours or more, on	The day of departure	75 percent of the applicable M&IE rate.
	Full days of travel	100 percent of the applicable M&IE rate.
	The last day of travel	75 percent of the applicable M&IE rate.

(b) If you travel by ship, either commercial or Government, your agency will determine an appropriate M&IE rate within the applicable maximum rate allowable.

§301–11.102 What is the applicable M&IE rate?

For days of travel which		Your applicable M&IE rate is
Require lodging		The M&IE rate applicable for the TDY location.
Do not require lodging, and	Travel is more than 12 hours but less than 24 hours.	The M&IE rate applicable to the TDY site (or the highest M&IE rate applicable when multiple locations are involved).
	Travel is 24 hours or more, and you are traveling to a new TDY site or stopover point at midnight.	The M&IE rate applicable to the new TDY site or stopover point.
	Travel is 24 hours or more, and you are returning to your official station.	The M&IE rate applicable to the previous day of travel.

PART 301-51 PAYING TRAVEL EXPENSES

Subpart C—Receiving Travel Advances

§301–51.200 For what expenses may I receive a travel advance?

For	You may receive an advance
a) Cash transaction expenses (*i.e.,* expenses that as a general rule cannot be charged and must be paid using cash, a personal check, or travelers check). (1) M&IE covered by the per diem allowance or actual expenses allowance; (2) Miscellaneous transportation expenses such as local transportation system and taxi fares; parking fees; ferry fees; bridge, road, and tunnel fees; and aircraft parking, landing, and tie-down fees.	Any time you travel.

§301–51.202 When must I account for my advance?

You must file a travel claim which accounts for your advance after completion of your assignment, in accordance with your agency's policy. If the amount advanced is less than the amount of the voucher on which it is deducted, you will be reimbursed the net amount. If the advance exceeds the reimbursable amount, you must **immediately** refund the excess.

§301–51.203 What must I do about my advance if my trip is canceled or postponed indefinitely?

Promptly notify the appropriate agency officials and refund any monies advanced in connection with the authorized travel.

PART 301-52 CLAIMING REIMBURSEMENT

§301–52.1 Must I file a travel claim?

Yes.

§301–52.2 What information must I provide in my travel claim?

You must provide the following:

(a) An itemized list of expenses and other information (specified in the listing of required standard data elements contained in Appendix C of this chapter, and any additional information your agency may specifically require), except:

(1) Itemized expenses for local telephone calls, local metropolitan transportation fares, and parking meter fees, except any individual expenses costing over $75 must be listed separately;

(2) When you are authorized lodgings plus per diem, you must state the M&IE allowance on a daily basis;

§301–52.3 Am I required to file a travel claim in a specific format and must the claim be signed?

If the prescribed travel claim is hardcopy, the claim must be signed in ink. Any alterations or erasures to your hardcopy travel claim must be initialed.

§301–52.4 What must I provide with my travel claim?

You must provide:

(a) Evidence of your necessary travel authorizations including any necessary special authorizations;

(b) Receipts for:

(1) Any lodging expense, except when you are authorized a fixed reduced per diem allowance;

(2) Any other expense costing over $75. If it is impracticable to furnish receipts in any instance as required by this subtitle, the failure to do so must be fully explained on the travel voucher. Mere inconvenience in the matter of taking receipts will not be considered; and

(3) Receipts must be retained for 6 years and 3 months as prescribed by the National Archives and Records Administration (NARA) under General Records Schedule 6, paragraph 1 *(http://ardor.nara.gov/grs/grs06.html.)*

§301–52.5 Is there any instance where I am exempt from the receipt requirements in § 301–52.4?

Yes, your agency may exempt an expenditure from the receipt requirement because the expenditure is confidential.

§301–52.6 How do I submit a travel claim?

You must submit your travel claim in accordance with administrative procedures prescribed by your agency.

§301–52.7 When must I submit my travel claim?

Unless your agency administratively requires you to submit your travel claim within a shorter timeframe, you must submit your travel claim as follows:

(a) Within 5 working days after you complete your trip or period of travel; or

(b) Every 30 days if you are on continuous travel status.

§301–52.8 May my agency disallow payment of a claimed item?

Yes, if you do not:

(a) Provide proper itemization of an expense;

(b) Provide receipt or other documentation required to support your claim; and

(c) Claim an expense which is not authorized.

§301–52.9 What will my agency do when it disallows an expense?

Your agency will disallow your claim for that expense, issue you a notice of disallowance, and pay your claim for those items which are not disallowed.

§301–52.10 May I challenge my agency's disallowance of my claim?

Yes, you may request reconsideration of your claim if you have additional facts or documentation to support your request for reconsideration.

§301–52.11 What must I do to challenge a disallowed claim?

You must:

(a) File a new claim.

(b) Provide full itemization for all disallowed items reclaimed.

(c) Provide receipts for all disallowed items reclaimed that require receipts, except that you do not have to provide a receipt if your agency already has the receipt.

(d) Provide a copy of the notice of disallowance.

(e) State the proper authority for your claim if you are challenging your agency's application of the law or statute.

(f) Follow your agency's procedures for challenging disallowed claims.

(g) If after reconsideration by your agency your claim is still denied, you may submit your claim for adjudication to the GSA Board of Contract Appeals in accordance with 48 CFR part6104.

§301–52.12 What happens if I attempt to defraud the Government?

(a) You forfeit reimbursement pursuant to 28 U.S.C. 2514; and

(b) You may be subject under 18 U.S.C. 287 and 1001 to one, or both, of the following:

(1) A fine of not more than $10,000, or

(2) Imprisonment for not more than 5 years.

§301–52.13 Should I keep itemized records of my expenses while on travel?

Yes. You will find it helpful to keep a record of your expenses by date of the expense to aid you in preparing your travel claim or for tax purposes, such as a journal.

§301–52.14 What must I do with any travel advance outstanding at the time I submit my travel claim?

You must account for the travel advance in accordance with your agency's procedures.

§301–52.16 What must I do with any unused tickets, coupons, or other evidence of refund?

You must submit any unused tickets, coupons, or other evidence of refund to your agency in accordance with your agency's procedures.

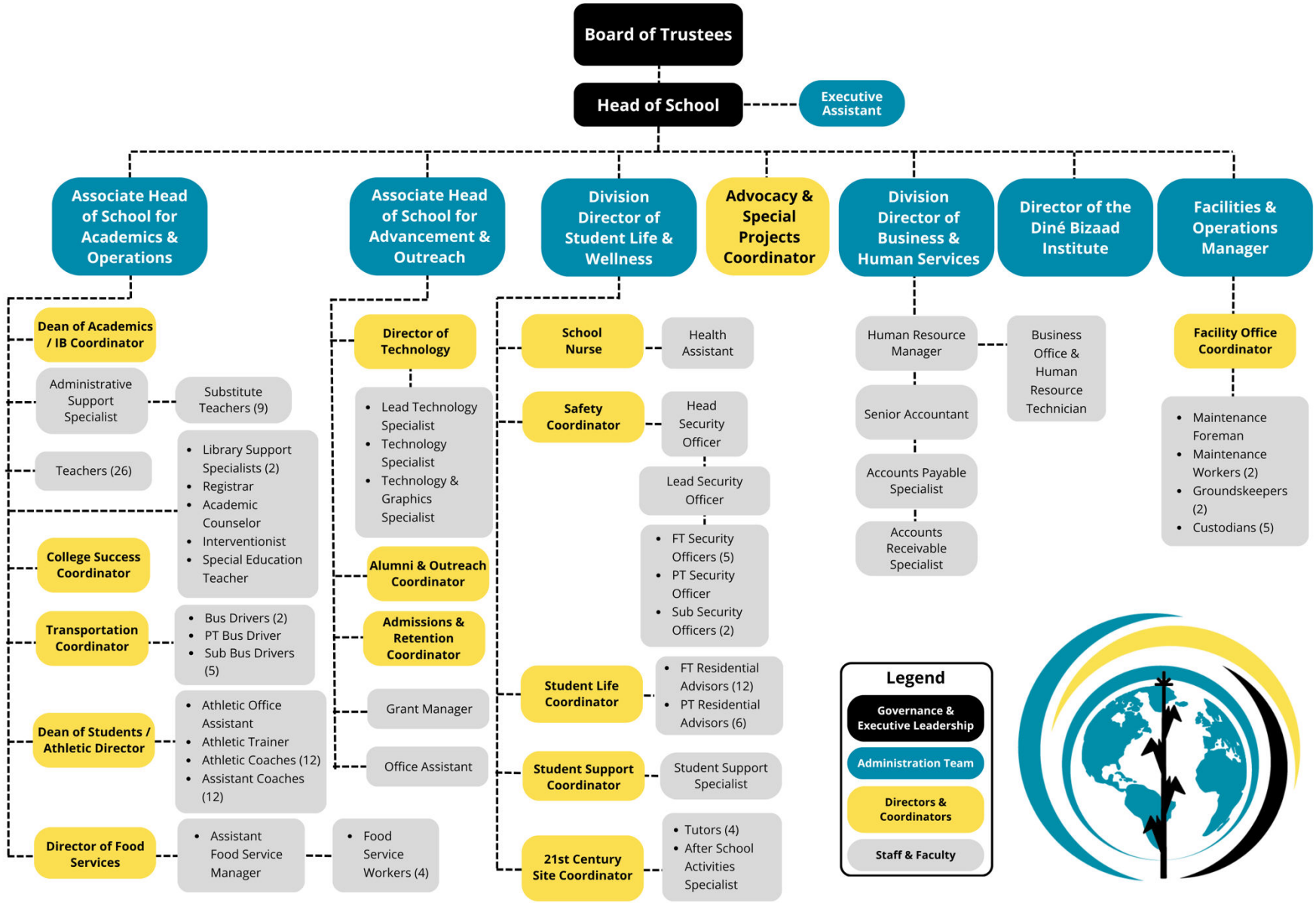
§301–52.17 Within how many calendar days after I submit a proper travel claim must my agency reimburse my allowable expenses?

Your agency must reimburse you within 15 calendar days after you submit a proper travel claim to your agency's designated approving office.

§301–52.18 Within how many calendar days after I submit a travel claim must my agency notify me of any error that would prevent payment within 15 calendar days after submission?

Your agency must notify you as soon as practicable after you submit your travel claim of any error that would prevent payment within 15 calendar days after submission and must provide the documentation.

C. Organizational Chart



D. Equal Opportunity Policy

Introduction

"Diversity is a Fact, Equality is a Choice, Inclusion is an Action, Belonging is an Outcome"

At Navajo Preparatory School, Inc. (the School), we are committed to fostering a culture of inclusivity that celebrates the diversity of our staff, students, and Board of Trustees. We recognize that our community's vast array of backgrounds and experiences is a powerful asset, and we prioritize providing equitable opportunities for all individuals to achieve their highest potential. By intentionally cultivating an inclusive environment and promoting behaviors that embrace diversity, we can maximize our impact and better connect with the ever-changing societies we serve.
As an IB World School, we believe that embracing the Diné cultural identity and fostering diversity, equity, inclusion, and belonging is essential for all community members. Diné cultural identity encompasses numerous facets and regional variations, therefore fostering flexibility within the School to embrace all communities and families inclusively.

This policy applies to everyone affiliated with the School, including staff, students, parents, volunteers, visitors (including contractors), and school community members during events and gatherings outside of the school. The main goal of this policy is to ensure that everyone is treated fairly and without prejudice based on any aspect of their identity, including but not limited to their gender, race, ethnicity, cultural background, marital status, age, sexual orientation, gender identity, disability, pregnancy, parental status, or religious or philosophical beliefs. This policy includes, without limitation, rights protected by federal and state civil rights law, federal and state constitutional law, federal and state statutory or common law, including any federal, state, or local anti-discrimination, the Civil Rights Act of 1964, Title VII, 42 U.S.C. §§ 2000 *et seq*., as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634; the Americans with Disabilities Act, 42 U.S.C. §§ 12201 to 12213; the New Mexico Human Rights Act, NMSA 1978, § 28-1-1 *et. seq*.; the New Mexico Whistleblower Protection Act, NMSA 1978, §§ 10- 16C-1 to -6; New Mexico Civil Rights Act, NMSA 1978, § 41-4A-1 *et. seq*. other federal, state and local regulations and/or protected by the School's policies, procedures or contracts.
The School adopts a zero-tolerance policy about discrimination based on any protected characteristic. Any necessary action will be taken as appropriate as per the Personnel Handbook and Community Handbook.

Responsibility

Navajo Preparatory School, Inc. aims to:

- Provide a secure environment in which all our students can thrive and achieve all the outcomes of keeping children safe in education
- Provide a living environment and learning culture where all individuals see themselves reflected and feel a sense of belonging.
- Prepare students for life in a diverse and inclusive society where everyone can take their place in the local, tribal, regional, national, and international communities.
- Include and value the contribution of all families to our understanding of equality and diversity.
- Provide and promote positive, non-stereotyping information about the diversity of our society.
- Actively challenge discrimination and disadvantage and ensure we learn from these

experiences.
- Embed inclusion through all aspects of school life.
- Positively influence the broader community around us to tackle inequality and

be inclusive. To achieve these aims, we will:

- Involve community members in the development, review, evaluation, and impact assessment of all relevant improvement plans, policies, and procedures,
- Publish and share our approaches and progress with the whole community.
- Collect and analyze data to monitor potential disadvantages or barriers to thriving.
- Provide for students' diverse needs to overcome any potential obstacles to learning and ensure all can participate fully.
- Make provisions in the comprehensive school curriculum to promote and celebrate diversity.
- Operate a clear zero-tolerance policy towards abusive or discriminatory behavior.
- Educate and empower our school community to be agents of change and inclusive leaders.
- Work with families and the wider community to establish, promote, and disseminate inclusive practice and tackle discrimination and inequality.

Inclusion can only be realized with the involvement and commitment of all school community members.

The Board of Trustees and Administrative Team are responsible for ensuring that the School operates within the legal framework for equality and for implementing the policy throughout the School. However, each School community member is responsible for preventing discrimination, embracing diversity, and upholding equality of opportunity.

Our community and stakeholders have a collective responsibility to:

- Positively role model inclusive behavior and practice through compliance with their inclusion objectives.
- Ensure that the school complies with and implements its policy and procedures, including the Code of Conduct, and that all incidents of discrimination, victimization, and harassment are reported and handled according to said procedures.
- Ensure that all staff, students, and parents are sufficiently trained and play their role in creating an inclusive culture.
- Ensure that all visitors and contractors know and comply with this policy.
- Actively challenge any discrimination, victimization, harassment, or bullying, including where it is framed as 'banter.'
- Actively provide and promote an inclusive curriculum and environment,
- Identify and challenge inequality, bias, and stereotyping within the curriculum and the school's culture.
- Commit to broadening their knowledge, confidence, and inclusive behavior by attending relevant training and accessing information from appropriate sources.
- Engage and support the School's work to develop inclusion.
- Be accountable for becoming agents of change and using their privilege for societal good.

E. Rules of Conduct for Navajo Prep Visitors and Event Participants

The Navajo Preparatory School, Inc. (Navajo Prep) community is made up of a network of people, including alumni, parents, staff, trustees and friends, with a common interest in Navajo Prep. It is of utmost importance to Navajo Prep that every person visiting the campus or attending an event sponsored by or connected to Navajo Prep has a positive and rewarding experience. Navajo Prep invites all alumni, parents, sponsors, volunteers, attendees, vendors and visitors ("Participants") to help us maintain a safe, respectful and positive experience for everyone. When you visit the campus or participate in an event, you are contributing to the overall experience, which makes us all accountable to each other.

Navajo Prep has established rules of conduct that applies to all Participants. This summary is designed to ensure that all Participants understand what behavior is expected and what behavior will not be tolerated. Navajo Prep expects all Participants to abide by the rules of conduct while on campus or at any Navajo Prep event. This includes Navajo Prep-related social events at off-site locations and in related online communities and social media.

Expected Behavior

Navajo Prep expects that Participants will:

1. Be considerate and respectful and refrain from demeaning, discriminatory, or harassing behavior, materials and speech.
2. Adhere to all Navajo Prep rules and policies and instructions from the Community Handbook and Personnel Policy.
3. Speak up if they observe anything at an event that conflicts with this Code of Conduct. If you are being harassed or feel uncomfortable, notice that someone else is being harassed or have any other concerns, please contact a member of Navajo Prep's staff immediately.

Unacceptable Behavior

Unacceptable behavior from any Participant will not be tolerated. Unacceptable behavior includes, but is not limited to:

1. Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning speech, materials, or conduct by any Participant.
2. Engaging in violence, threats of violence, or violent language directed against another person
3. Making sexist, racist, homophobic or other discriminatory jokes, insults or other language.
4. Possessing or using illegal drugs while attending Navajo Prep events, being on campus while under the influence of illegal drugs or while intoxicated, or violating Navajo Prep's provisions regarding the use of alcoholic beverages.
5. Failing to adhere to Navajo Prep provisions and safety rules that prohibit animals on campus other than service animals and prohibit the use of recreational drones over its campus, ignoring safety barriers or moving barricades.
6. Using any Navajo Prep property without prior authorization, such as sports equipment, technology, golf carts or vehicles, etc.
7. Engaging in inappropriate communications with current Navajo Prep students.
8. Taking photos or videos within the campus or event environment for use on social media, including Tik Tok, X and any other online media, without the prior permission of the individuals or their parents or the owners of the content therein.
9. Engaging in any boisterous, lewd or offensive behavior or language.
10. Failing to obey any Navajo Prep rule or regulation or Navajo Prep staff directions.

Consequences of Unacceptable Behavior

Unacceptable behavior will not be tolerated. Anyone asked to stop unacceptable behavior is expected to comply immediately. If a Participant engages in unacceptable behavior, Navajo Prep may take any action it deems appropriate, including warning or expelling the offender from the campus or Navajo Prep event with no refund. For more egregious behavior, Navajo Prep may, in its discretion, temporarily ban or permanently expel a Participant from attendance at any Navajo Prep event or from Navajo Prep's campus and pursue appropriate legal action.

Navajo Prep is dedicated to providing a harassment-free and inclusive experience for everyone regardless of gender, gender identity, sexual orientation, disability, physical appearance, body size, ethnicity, nationality, race, age, religion, or other protected category. Participants asked to stop any harassing behavior are expected to comply immediately.

This statement of the Rules of Conduct is the result of Navajo Prep's Board of Trustee's commitment to create and nurture a welcoming, respectful, and collaborative community, and we thank our Participants for sharing our commitment.

NAVAJO PREPARATORY SCHOOL

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