



POLICIES AND PROCEDURES MANUAL

February 16, 2009

TABLE OF CONTENTS

SECTION I GENERAL SCHOOL INFORMATION

A. DISCLAIMER OF POLICY MANUAL AS EMPLOYMENT CONTRACT	6
B. OPEN DOOR POLICY AND EMPLOYEE RELATIONS	6
C. ORGANIZATIONAL CHART	6
D. JOB DESCRIPTIONS	6
E. SUPERINTENDENT	6
F. OVERALL GOALS AND OBJECTIVES	8
G. CONFLICT OF INTEREST, NEPOTISM	8
H. RECORDS RETENTION AND DISPOSITION	8
I. OTHER SCHOOL RECORDS	8
J. CHILD ABUSE AND NEGLECT	9
K. REASONABLE, JUSTIFIABLE RESTRAINT	13
L. EQUAL EMPLOYMENT OPPORTUNITY	13
M. SEXUAL HARASSMENT	14
N. DISCRIMINATION HARASSMENT	28
O. THE AMERICANS WITH DISABILITIES ACT	35
P. PARAPROFESSIONAL REQUIREMENTS	36

SECTION II WORKING AT FLAGSTAFF ARTS AND LEADERSHIP ACADEMY

A. SAFETY	37
B. THREATS	38
C. PERSONAL PROTECTIVE EQUIPMENT	38
D. STAFF HEALTH AND SAFETY (COMMUNICABLE DISEASES)	39
E. SECURITY	43
F. INSPECTION	43
G. FILLING VACANCIES	44
H. ADVERTISEMENT	44
I. JOB VACANCY NOTICE	44
J. APPLICATIONS	44
K. BACKGROUND AND FINGERPRINT CHECK	45
L. FINGERPRINT CLEARANCE CARD	46
M. APPLICANT AND EMPLOYEE CERTIFICATION	46
N. QUALIFIED APPLICANTS	47
O. INTERVIEWING	47
P. NEW HIRES	47
Q. TERM EMPLOYEE	49
R. PROBATIONARY EMPLOYEES	49
S. SHORT-TERM/TEMPORARY EMPLOYEE APPOINTMENTS	49
T. ON-CALL EMPLOYMENT	50
U. EMPLOYMENT STATUS	50
V. POSITION DESCRIPTIONS	51
W. PERSONNEL RECORDS	51
X. EXTERNAL EXPOSURE OF EMPLOYEE INFORMATION	53

SECTION III PAY POLICIES

A. COMPENSATION	54
B. TIME RECORDS	54
C. ATTENDANCE	54
D. OVERTIME	55
E. CREDIT FOR YEARS OF SERVICE	55
F. PAY DAYS	56
G. PAYROLL DEDUCTIONS	56
H. FINAL PAYCHECKS	56
I. FINAL PAYCHECKS/FINAL PAY ACKNOWLEDGEMENT	58

SECTION IV PERFORMANCE EVALUATION

A. POLICY	59
B. THE PERFORMANE EVALUATION PROCESS	59
C. EVALUATION SCHEDULE	59
D. PERFORMANCE EVALUATIONS: GENERAL POLICY	59
E. INADEQUATE WORK PERFORMANCE	60
F. SPECIAL FORMS	60
G. SUPERINTENDENT EVALUATION	61

SECTION V TERMINATION

A. RESIGNATION (VOLUNTARY TERMINATION)	62
B. EXIT PROCEDURE	62
C. RETURN OF PROPERTY	62
D. FINAL PAY	62
E. FINAL PAYCHECKS/FINAL PAY ACKNOWLEDGEMENT	64
F. REDUCTIONS IN FORCE	65

SECTION VI PROFESSIONAL CONDUCT

A. EMPLOYEE CONDUCT	68
B. CODE OF ETHICS	68
C. PROHIBITED CONDUCT	68
D. EMPLOYEE CONDUCT FORM	72
E. SCHOOL EMPLOYEE DRUG AND ALCOHOL FREE WORKPLACE	77
F. GIFTS TO EMPLOYEES AND GOVERNING BOARD	91
G. SOLICITATIONS	91
H. EMPLOYEE APPEARANCE AND WORK AREA	91
I. NO EXPECTATIONS OF PRIVACY	92
J. PERSONAL BUSINESS DURING SCHOOL HOURS	92
K. REPRESENTING SCHOOL	92
L. OUTSIDE ACTIVITIES	92
M. TUTORING FOR PAY	92
N. POLITICAL ACTIVITIES	93
O. TARDINESS	93

P. SMOKING BY STAFF MEMBERS	93
Q. SCHOOL PROPERTY	94

SECTION VII CLASSIFICATION

A. THE CLASSIFICATION SYSTEM	96
B. CLASSIFICATION METHODOLOGY	96
C. CHANGE IN CLASSIFICATION	97

SECTION VIII EMPLOYEE BENEFITS

A. BENEFITS	98
B. GROUP INSURANCE	98
C. RETIREMENT PLAN	98
D. INSURANCE	99
E. RE-HIRES	99

SECTION IX LEAVE POLICIES

A. VACATION LEAVE	100
B. PERSONAL LEAVE	102
C. SICK LEAVE	103
D. HOLIDAY LEAVE	107
E. BEREAVEMENT LEAVE	108
F. JURY DUTY	108
G. MILITARY LEAVE OF ABSENCE	108
H. EDUCATIONAL LEAVE	108
I. EXTENDED EDUCATIONAL LEAVE	109
J. INJURY LEAVE: WORKER'S COMPENSATION	110
K. UNAUTHORIZED LEAVE	110
L. EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY	110
M. FAMILY MEDICAL LEAVE	111
N. EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FMLA	116
O. FMLA FORMS	118

SECTION X DISCIPLINARY POLICIES AND PROCEDURES

A. DISCIPLINE	119
B. DISCIPLINE PROCEDURES – DISCIPLINE, SUSPENSION AND DISMISSAL OF EMPLOYEES (CLASSIFIED AND CERTIFIED STAFF)	120
C. APPEALS OF SUSPENSION WITHOUT PAYFOR MORE THAN TEN (10) DAYS, DEMOTIONS AND DISMISSALS	121
D. GENERAL MATTERS	124
E. ADMINISTRATIVE LEAVE WITH PAY	125
F. NON-RENEWAL	125
G. PROBATIONARY EMPLOYEES	125

SECTION XI EMPLOYEE GRIEVANCES

A. DEFINITIONS FOR GRIEVANCES	126
B. GRIEVANCE PROCEDURES	126
C. EMPLOYEE GRIEVANCES – LEVEL I GRIEVANCE FORM A	129
D. EMPLOYEE GRIEVANCES – LEVEL I GRIEVANCE FORM D	130
E. EMPLOYEE GRIEVANCES – LEVEL II GRIEVANCE FORM C	131
F. EMPLOYEE GRIEVANCES – LEVEL II GRIEVANCE FORM D	132
G. EMPLOYEE GRIEVANCES – LEVEL III (FINAL ACTION) GRIEVANCE FORM E	133

SECTION XII MISCELLANEOUS INFORMATION

A. BULLETIN BOARDS	134
B. REQUIRED POSTINGS	134
C. POLICY MANUAL	134

SECTION XIII FMLA FORMS

A. FORM WH-380-E	
B. FORM WH-380-F	
C. FORM WH-381	
D. FORM WH-382	
E. FORM WH-384	
F. FORM WH-385	

SECTION I GENERAL SCHOOL INFORMATION

A. Disclaimer of Policy Manual as Employment Contract

This Policies and Procedures Manual is not a contract of employment nor does it create a contract right of employment. The Corporate Board of Flagstaff Arts and Leadership Academy, Inc. (the “Corporate Board”) and Governing Board of Flagstaff Arts and Leadership Academy (the “Governing Board”) retains the unilateral right to change any provision of this manual at any time. Nothing in this manual is to be considered as creating a promise or expectation of job security to the employee.

Information contained in this Policies and Procedures Manual shall not be considered a promise to employees, nor is it intended as a contract of employment. No Corporate Board or Governing Board member, supervisor or other agent of the Flagstaff Arts and Leadership Academy (the “School”) is authorized to enter into a different type of employment relationship with any employee, and no different type of employment relationship shall be recognized unless it is in writing, is designated as an employment contract, and is signed by the School Principal/School Director (the “Superintendent”) and approved by the Corporate Board and Governing Board.

B. Open Door Policy and Employee Relations

The School believes in providing an atmosphere where employees shall discuss work-related issues, problems, policies, practices or other concerns. Employees should also feel free to express their thoughts and ideas about their work. However, statements shall be made in a professional, non-demeaning manner. Problems should first be discussed with the immediate supervisor. If that is not appropriate, or if a satisfactory solution is not found, the matter shall be taken through the chain of command to the Superintendent. (See also Employee Grievances).

C. Organizational Chart

The School shall maintain and post an organizational chart depicting its positions.

D. Job Descriptions

The School shall maintain job descriptions for all positions. Every job description shall be evaluated annually in order to keep them current. It is the responsibility of the Superintendent to maintain the job descriptions.

E. Superintendent

1. Duties

The duties of the Superintendent of the School shall be those described in the Superintendent’s job description. The Governing Board shall appoint the Superintendent. The Superintendent is the Chief Executive Officer at the School and shall attend all Governing Board meetings. He/She is hired by

the Governing Board and reports directly to the Governing Board who reports directly to the Corporate Board. The Superintendent is responsible for implementing the decisions of the Governing Board and for making administrative decisions, which have been delegated by the Governing Board. The Superintendent shall also be responsible in making recommendations to the Governing Board in the areas of personnel, finance and policy. The Superintendent shall also be responsible for dismissing, demoting or suspending probationary or term employees. The Superintendent is responsible for the care, inventory and the use of all School buildings, equipment, materials and grounds. The Superintendent shall manage the School pursuant to Federal and applicable Arizona law and regulations, and Governing Board Policy. The Superintendent shall delegate appropriate authority to subordinates as deemed necessary and prudent. The Superintendent shall not delegate the authority to dismiss, demote or suspend probationary or term employees. Such delegation shall be in writing.

2. Absences

In the Superintendent's absence, the person designated, in writing, to act for the Superintendent has the full authority and responsibility to perform required duties. School employees and the Governing Board President shall be notified when someone is acting for the Superintendent.

3. Superintendent Prerogative

In cases where emergency action must be taken within the School, and where the Governing Board had provided no guidelines for administrative action, the Superintendent shall have the power to act, but his/her decision shall be subject to review by the Governing Board at its regular meeting. It shall be the duty of the Superintendent to inform the Governing Board promptly of such action and of the need for policy.

4. Superintendent's Worksheet for Submittal to the Board

The Superintendent shall submit a statement of goals and objectives for his/her position to the Governing Board no later than the June Board meeting.

The Superintendent and the members of the Governing Board shall agree upon these goals. They shall be listed in order of priority for the year.

5. Conference Agreement

Objectives and goals shall be subject to modification upon mutual agreement in writing between the Superintendent and the Governing Board no later than the July Governing Board meeting.

6. Evaluation of the Superintendent

- a. The Governing Board shall evaluate the Superintendent annually.
- b. The Governing Board shall conduct an appraisal session between the Superintendent and the Governing Board.

- c. The appraisal session between the Superintendent and the Governing Board shall be conducted prior to March 1st. This appraisal session shall measure performance of the Superintendent in accomplishing the responsibilities outlined in his/her job description, as well as his/her progress toward attainment of the established goals and objectives.
- d. At this time, the Superintendent's Performance Review shall be completed. The Governing Board shall do the final evaluation of the Superintendent. Evaluations shall be based upon a point system with 1 being the lowest and 5 being the highest.
- e. Based upon the number of points earned, the Superintendent shall receive an annual rating in one of the following categories: "1 = Needs Improvement", "2 = Below Average", "3 = Average", "4 = Above Average" and "5 = Meritorious".
- f. While continuing communication between the Superintendent and the Governing Board is desirable, either party shall hold discretionary conferences upon request. When either party so desires, the results of discretionary conferences shall be summarized in writing and signed by both parties.

F. Overall Goals and Objectives

The Governing Board shall employ the personnel necessary, both certified and classified, for the implementation of the purpose of the School, as stated in this Policy Manual.

G. Conflict of Interest, Nepotism

See Separate Board Conflict of Interest Policy.

H. Records Retention and Disposition

All required records and any other records that shall be deemed necessary or helpful shall be prepared in a manner consistent with law and the requirements of the Uniform System of Financial Records for charter Schools, Appendices X-E. An administrative records management program approved by the Governing Board shall be established and maintained and a Report of Records Destruction shall be submitted to the Department of Library Archives and Public Records on a yearly basis. The Governing Board is the custodian of the official copies of all records, required or optional, and the Superintendent shall be responsible for protecting such records on behalf of the Governing Board. As part of the records management program, the Superintendent shall assign management responsibilities to other employees by naming the employee positions and a general description of the records assigned to them.

I. Other School Records

The current year's records shall be kept in the School's administration office. When practical to do so, but no later than during the second immediate past year, all records shall be grouped, bundled together and labeled, with the disposal date noted on the label. Retention periods noted shall refer to the number of years after the end of the fiscal year in which the records were made or superseded, as specified in the Arizona School Districts and Charter Schools Records Management Manual. All other records shall be managed so as to be in compliance with the requirements of the Arizona State Library Archives and Public Records.

J. Child Abuse and Neglect

1. INTRODUCTION:

A large percentage of abused children are of school age. Compulsory education laws make it difficult to hide abuse. Since educators see children on a regular basis, they are in a strategic and important position to recognize and report suspected child abuse and neglect. Educators who are knowledgeable in detecting the signs and signals of child abuse and neglect, and are conscientious in reporting suspected incidents to the proper authorities, can do much to protect the child and help the family as well. We at the School wish to take an aggressive, proactive stance in combating child abuse in our School. Therefore, the Flagstaff Arts and Leadership Academy Governing Board establishes the following policy:

2. POLICY STATEMENT:

It is the policy of the Flagstaff Arts and Leadership Academy Governing Board to comply with State, and Federal child abuse reporting laws.

3. EXCEPTIONS TO POLICY:

None.

4. AMPLIFYING INSTRUCTIONS AND GUIDELINES:

A. DEFINITIONS

1. Abuse or Child Abuse:

- a. The infliction upon a child or allowing another person to inflict upon a child any of the following:
 - i. physical injury, impairment of bodily function, or disfigurement;
 - ii. emotional damage or mental injury; or
 - iii. sexual abuse, assault, molestation, contact, conduct, exploitation, incest or commercial exploitation/prostitution.
- b. A failure to maintain reasonable care and treatment or exploiting or overworking a child to such an extent that his or her health, morals or emotional well-being is endangered.
- c. A case in which a child is dead or exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling, and where such condition is not justifiably explained or may not be the product of an accident occurrence.

2. Mental injury means harm to a child’s psychological or intellectual functioning which may be exhibited by severe anxiety, depression, withdrawal, or outward aggressive behavior, or a combination of those behaviors, which may be demonstrated by a change in behavior, emotional response, or cognition.
3. Neglect or Negligent treatment: The terms neglect or negligent treatment shall include:
 - a. the failure to provide, for reasons other than poverty, adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health of a child; or
 - b. the inability or unwillingness of a parent, guardian, or custodian of a child to provide that child with supervision, food, clothing, shelter or medical care if that inability or unwillingness causes substantial risk of harm to the child’s health or welfare, except if the inability of a parent or guardian to provide services to meet the needs of a child with a disability or chronic illness is solely the result of the unavailability of reasonable services.
4. Physical Injury includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe bruising, or serious bodily harm.
5. Reportable offense includes indecent exposure, public sexual indecency, sexual abuse, sexual conduct with a minor, sexual assault, molestation of a child, furnishing to a minor over the Internet items that are harmful to a minor, surreptitious photographing/videotaping/filming/digitally recording of a minor; child prostitution; and incest.
6. Reasonable belief: The term “reasonable belief” should be interpreted liberally, such that the reporting requirements of this Policy are triggered whenever there is sufficient information to indicate that a child is or may be the victim of abuse or neglect. Individuals are not expected or required to investigate the suspected abuse before making a report.
7. Sexual abuse includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct (actual or simulated) or the rape, molestation, prostitution, or other form of sexual exploitation (including pornography) of a child, or incest with children.

B. REPORTING INCIDENTS OF SUSPECTED CHILD ABUSE

1. Any person, including a School employee or volunteer, shall report incidents of abuse or neglect under any of the following circumstances:

- a. If the person knows or reasonably believes or suspects that a minor is or has been the victim of physical injury, abuse, child abuse, neglect, or another reportable offense that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature;
- b. If the person knows or reasonably believes or suspects that there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of a child one year old or younger;
- c. If the person knows or has reason to believe or suspect that serious injury or injuries have been inflicted upon a child as a result of abuse, neglect or starvation; or
- d. If the person knows or has reasonable suspicion that actions are being taken or are going to be taken that would reasonably be expected to result in abuse of a child.

Also, when any of the above circumstances occur, the School employee or other reporting individual shall refer the child to the Superintendent or School nurse, who will evaluate and record the nature of the child's injury, abuse, or neglect.

C. SUBMISSION OF CHILD ABUSE/NEGLECT REPORTS

All reports required under Section II of this Policy shall be submitted to the following entities:

1. Child Protective Services in the State of Arizona's Department of Economic Security.

D. FILING OF REPORT

Such reports shall be made immediately by telephone or in person and shall be followed up by a written report within seventy-two hours. Such reports shall contain:

1. The names and addresses of the minor, and the minor's parent(s), guardian(s) or custodian(s), if known.
2. The minor's age and the nature and extent of the minor's injury, abuse, child abuse, physical injury or neglect, including any evidence of previous injury, abuse, child abuse, physical injury or neglect.
3. Any other information that the person believes might be helpful in establishing the cause of the injury, abuse, child abuse, physical injury or neglect.
4. Any other information that the person believes might be helpful in establishing the identity of the person(s) responsible for the injuries.

5. Information as to where the child was referred or can be found.

E. IMMUNITY FOR FILING REPORT

Any person furnishing a report, information, or records required or authorized by State or Federal child abuse reporting laws, or a person participating in a judicial or administrative proceeding or investigation resulting from such report, information or records is immune from any civil or criminal liability by reason of such action unless such person has acted in bad faith or with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

F. FAILURE TO REPORT CHILD ABUSE

A person who fails to report abuse as provided in A.R.S. §13-3620 is guilty of a Class I misdemeanor, except if the failure to report involves a “reportable offense,” the person is guilty of a Class 6 felony. A person who fails to report abuse as provided in 18 U.S.C. § 1169(a) may be fined under Title 18 or imprisoned for not more than 6 months or both.

G. REQUIREMENT TO REPORT CERTIFICATED PERSONNEL SUSPECTED OF ABUSE

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the State Board of Education has engaged in conduct involving minors that would be subject to the reporting requirements of this policy and A.R.S. § 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable, but no later than three business days after the person first suspects or receives an allegation of the conduct. In addition, if the Superintendent reasonably suspects or receives a reasonable allegation that a certificated person has engaged in an act of immoral or unprofessional conduct that would constitute grounds for dismissal or criminal charges of that certificated person, the Superintendent shall report that conduct to the Department of Education.

H. CONFIDENTIALITY

1. Confidentiality must be exercised throughout this procedure to the extent permitted by law.
2. Copies of reports made under this Policy are not a part of the child’s educational record and are kept separately in the Superintendent’s office.

5. DELEGATION OF AUTHORITY:

- A. The Superintendent is directly responsible for enforcing and communicating this policy.

- B. Superintendents and administrators are responsible for implementing the policy in their building/department.
- C. Superintendents will review this policy with their staff annually at the beginning of the school year.
- D. Superintendents will monitor the execution of this policy.

6. REPORTS:

None.

7. FORMS:

None.

8. EXPIRATION DATE:

This policy will be revised as needed to comply with State and Federal laws. This policy shall not expire.

K. Reasonable, Justifiable Restraint

1. The Use of Justifiable Restraint

Any administrator, teacher, or other school employee may use reasonable and appropriate physical force in self-defense, in the defense of others, or to prevent or terminate the commission of theft or criminal damage to the property of the school.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

2. Reports When Reasonable, Justifiable Restraint is Used

When the use of reasonable force is necessary to protect pupils, members of the school system, school property, or other persons from an assault by a pupil, the employee must file a detailed report of such with the Superintendent or Governing Board President.

L. Equal Employment Opportunity

The School believes in the principle of equal employment opportunity to all qualified employees and qualified applicants, and prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, handicap, or any other basis prohibited by law.

M. Sexual Harassment

1. PHILOSOPHY:

Flagstaff Arts and Leadership Academy is committed to maintaining a work and educational environment free from all forms of sexually harassing conduct. We expect all employees, students, parties contracted to perform work for Flagstaff Arts and Leadership Academy, and other members of the school community to conduct themselves in an appropriate manner with respect, dignity, courtesy, and fair treatment for all individuals in the School. Everyone has a responsibility to prevent sexual harassment in the school environment, and if it does occur, to take necessary action to stop it.

There are numerous laws that guide the procedures and due process that the Flagstaff Arts and Leadership Academy will follow to implement and enforce this statement, including:

Title VII, Civil Rights Act of 1964, 42 U.S.C. 2000
Title IX, Education Amendments of 1972, 20 U.S.C. 1681
A.R.S. 41-1461 et seq.

Therefore, the School Committee establishes the following policy:

2. POLICY STATEMENT:

It is the policy of the Flagstaff Arts and Leadership Academy that it will maintain a working and learning environment that is safe and non-discriminatory; that sexual harassment of or by any student, employee, agent of the school system, or visitor is prohibited and will not be tolerated; all allegations of sexual harassment shall be investigated; and all substantiated complaints shall result in appropriate action.

Employees and students at Flagstaff Arts and Leadership Academy have the right not to be sexually harassed by other employees, students, or third parties who are present at place of employment.

3. EXCEPTIONS TO POLICY:

None.

4. AMPLIFYING INSTRUCTIONS AND GUIDELINES:

A. GENERAL DEFINITION OF SEXUAL HARASSMENT

1. Sexual harassment means unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:
 - a. Submission to or rejection of such conduct is either explicitly or implicitly a term or condition of an individual's grade, education, or employment or employability;

- b. Submission to or rejection of such conduct by an individual is used as the basis of grading decisions or employment decisions affecting such individual;
 - c. The conduct has the purpose or effect of unreasonably interfering with a person's work or educational performance or creating an intimidating, hostile, humiliating or sexually offensive working or educational environment.
2. Sexual harassment is concerned with the impact of the behavior, not the intent of the behavior. It is also not gender specific. Also a victim of sexual harassment may be someone who is affected by the conduct, even though the conduct was directed toward another person.

B. DEFINITION OF "UNWELCOME CONDUCT"

1. Conduct is unwelcome when the student or employee being harassed did not "solicit or invite it" and "regarded the conduct as undesirable or offensive." Mere acquiescence in the conduct or the failure to complain does not always mean that the conduct was welcome. For example, a student may decide not to resist sexual advances of another student or may not file a complaint out of fear. Also, the fact that a student or employee willingly participated in conduct on one occasion does not prevent him or her from indicating that the same conduct has become unwelcome on a subsequent occasion.
2. When younger children are involved, it may be necessary to determine the degree to which they recognize that certain sexual conduct is conduct to which they should reasonably object and the degree to which they can or should articulate an objection.

C. BEHAVIORS THAT CONSTITUTE SEXUAL HARASSMENT

Conduct which is defined as sexual harassment includes, but is not limited to the following:

1. Using one's position or authority, either implicitly or explicitly, to coerce an employee or student into complying with sexual favors;
2. Unwanted sexual advances, touching, fondling, patting, hugging, pinching, kissing, cornering, or brushing;
3. Questions and comments about a person's sexual behavior, sexually oriented jokes, or comments about a person's body or conversations filled with sexual innuendo and double meanings; and
4. Displaying sexually suggestive pictures or objects, leering or ogling in a sexually explicit manner, or gesturing and making lewd motions with one's body.

5. Accessing or viewing sexually explicit Internet pages or transmitting sexually explicit e-mail.
6. Physical assaults on another including rape, sexual battery, molestation, or attempts to commit such acts.

D. REPORTING

Anyone who witnesses or is the subject of sexual harassment is encouraged to report such incident(s). Reports should be made and filed in accordance with the procedures set forth in section M of this policy.

1. Staff or students who witness sexual harassment are required to report the incident to the Superintendent, even if the target of the harassment does not express disapproval or file a complaint. If the Superintendent is the person alleged to have engaged in sexual harassment, the report shall be filed with the Governing Board.
 2. Any employee or student who believes he or she has been the subject of sexual harassment should report the alleged act(s) and/or behavior to the Superintendent. If the Superintendent is the person alleged to have engaged in sexual harassment, the report shall be filed with the Governing Board.
- E. Complaints should be made within 180 days of the occurrence of the alleged harassment. Failure to promptly report sexual harassment pursuant to this policy may jeopardize the school's ability to remedy such harassment and may jeopardize the complainant's rights.
- F. Sexual harassment complaints involving students may constitute child abuse under Arizona's reporting statutes. Flagstaff Arts and Leadership Academy will comply with Arizona and law in reporting suspected cases of child abuse to appropriate governmental agencies.
- G. Sexual harassment complaints may be reported to the law enforcement agencies

H. INVESTIGATION OF COMPLAINTS

1. All sexual harassment complaints will be investigated promptly and as confidentially as possible.
2. Any individual who is found, after appropriate investigation, to have engaged in sexual harassment will, depending upon the circumstances, be subject to disciplinary sanctions up to and including termination of employment, if the individual is an employee, or expulsion, if the individual is a student.

3. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated.
- I. It is illegal to subject an individual to any form of coercion, intimidation, retaliation, interference, or discrimination for filing a sexual harassment complaint or cooperating in an investigation. Anyone who engages in such conduct shall be subject to discipline up to and including termination.
- J. A complainant whose allegations are found to be dishonest and brought with malicious intent will be subject to disciplinary actions up to and including, termination, if an employee, or expulsion, if a student.
- K. RANGE OF CONSEQUENCES FOR EMPLOYEE SEXUAL HARASSMENT

Depending upon the severity of the sexual harassment, the range of possible consequences for an employee who is found to have committed sexual harassment may include; but are not limited to:

1. Letter of admonition;
 2. Letter of reprimand;
 3. Letter of reprimand and suspension from duties without pay for a period of time;
 4. Letter of reprimand and removal from specific duties; and/or
 5. Letter of reprimand and dismissal; and
 6. Dismissal from employment.
- L. STATEMENT OF SCHOOL POSITION ON EMPLOYEE/STUDENT SEXUAL CONTACT

The Governing Board directs the Superintendent or administration to terminate the services of any employee who has been found guilty of an intimate sexual relationship with a student, regardless of the consensual nature of such relationship.

- M. SEXUAL HARASSMENT PROCEDURE

The procedures for reporting and investigating claims and enforcing this policy shall be fair equitable. Such procedures shall provide for:

1. Notice of the procedure to students, parents, and employees;

2. Application of the procedures to complaints alleging harassment by students;
3. Adequate and reliable investigation of complaints by an impartial investigator, including the opportunity to present witnesses, where appropriate;
4. Designated time frames for the major stages of the process;
5. Notice to the parties of the disposition of the complaint, where appropriate;
6. Steps to prevent the recurrence of any harassment and to correct its effect on the complainant and others.

The following complaint procedure applies to all school students and employees, including administrators, teachers, and support staff.

1. STEP I

- a. The individual alleging sexual harassment should report the incident to the Superintendent. If said allegations are made to another person, the matter must be immediately directed to the Superintendent.
- b. The Superintendent will discuss the matter separately with the complainant and alleged harasser, informally, in an attempt to resolve the matter.
- c. If the complaint is resolved satisfactorily, the Superintendent will complete a Harassment Follow Up Form and forward it and documentation of the incidents to the Governing Board.
- d. If the complaint cannot be informally resolved, the Superintendent will conduct an investigation and recommend an appropriate resolution to the Governing Board.
- e. If a satisfactory resolution cannot be achieved within ten (10) school days of receipt of the complaint, or as soon as reasonable under the circumstances, the Superintendent will refer the complaint to the Governing Board for initiation of Step II.
- f. If the Superintendent is alleged to be involved in the complaint, the complainant shall have the right to initiate the complaint at Step II.

2. STEP II

- a. The Governing Board shall review the complaint, findings, and recommendations and conduct necessary interviews to take appropriate action within twenty (20) school days of receiving the complaint at Step II, or as soon as reasonable under the circumstances.
- b. If the complaint is resolved satisfactorily, the Governing Board will forward all documentation of the complaint and completed Harassment Follow Up Form to the Superintendent's office.

- c. Failure to achieve a satisfactory resolution of the complaint within twenty (20) school days of its receipt at Step II will result in movement of the complaint to Step III.

3. STEP III

- a. The Corporate Board will determine the final outcome of the complaint through a review of the record and/or necessary interviews.
- b. Appropriate action shall be taken within thirty (30) school days of its receipt at this Step, or as soon as reasonable under the circumstances.

N. NON-EMPLOYEE SEXUAL HARASSMENT COMPLAINT PROCEDURE

This procedure applies to complaints filed against non-school personnel, including visitors, vendors, contractors and individuals in programs sponsored or supported by the School.

1. All allegations will be directed to the Superintendent.
2. The Superintendent or supervisor will investigate the complaint promptly.
3. Appropriate action will be taken to protect the complainant.
4. Non-school personnel found to have engaged in sexual harassment will be subject to disciplinary sanctions up to, and including, exclusions from school buildings and/or activities, and termination of contracts and may be reported to appropriate governmental agencies.

5. DELEGATION OF AUTHORITY

- A. The Superintendent is responsible for seeing that all school employees adhere to the provisions of this policy.
- B. Administrators are responsible for the implementation and enforcement of this policy in their building/department.
- C. Every school employee shall be asked to review a copy of this policy, sign a document that he/she had done so, and is expected to comply with all provisions.
- D. School employees should report alleged violations of this policy in accordance with the guidelines and procedures which accompany this policy.
- E. All school employees and agents are responsible for reporting alleged violations of sexual harassment in accordance with this policy.
- F. A copy of this policy is to be included in all employee handbooks.

- G. To the extent possible, all contractors, vendors, and other agents of the school will be informed about the sexual harassment policy.
- H. The Superintendent and administrators will post the Sexual Harassment Policy in areas frequented by professional and support staff.
- I. The Superintendent and administrators will provide Sexual Harassment training for all employees at a yearly staff meeting.

6. REPORTS

The Superintendent will maintain the confidential harassment complaint files and notify the Governing Board of repeated offenders.

7. FORMS

Attachment #1 Administrative Guidelines and Procedures
Attachment #2 Administrative Follow-up Form
Attachment #3 Employee Harassment Form

8. EXPIRATION DATE

The policy will be revised as needed to fulfill state and/or federal statutes.

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
SEXUAL HARASSMENT
ADMINISTRATIVE GUIDELINES AND PROCEDURES**

1. RESPONSIBILITIES

A. Each employee of the Flagstaff Arts and Leadership Academy is responsible for the following:

1. Ensuring that his/her behavior, language, or conduct complies with the Flagstaff Arts and Leadership Academy Sexual Harassment Policy.
2. Taking immediate and appropriate action to stop such harassment and to prevent its recurrence upon observing, overhearing or otherwise becoming aware of such conduct.
3. Immediately reporting sexual harassment, which he/she observes or has reason to believe occurred to the Superintendent.
4. Cooperating in the investigation of alleged sexual harassment by providing any necessary information.
5. Actively participate in efforts to prevent sexual harassment in the Flagstaff Arts and Leadership Academy. Participation includes:
 - a. Creating a positive school climate of respect and decency by clearly communicating behaviors that are accepted and valued within the school.
 - b. Modeling behaviors and attitudes, which resonate decency and respect. The interaction of staff with each other and with students communicates a strong message of what is acceptable behavior in school.
 - c. Assisting students in understanding the impact of their behaviors. It is important that staff intervenes and challenge inappropriate conduct. While communicating that the behavior is unacceptable, the impact of the behavior should be stressed.

B. Each student in the Flagstaff Arts and Leadership Academy is responsible for:

1. Ensuring that his/her behavior, language, and conduct complies with the Sexual Harassment Policy;
2. Cooperating in the investigation of alleged sexual harassment by providing any necessary information; and
3. Actively participating in the efforts to prevent sexual harassment in the schools.

C. Administrators and supervisors have the following responsibilities:

1. Distribute the Sexual Harassment Policy to all staff, students and other parties accessing the building;
2. Communicate the policy, including sanctions for harassment, to all employees and students. Issue and discuss the Sexual Harassment Policy with all new employees and at least annually at a staff meeting;
3. Train all staff members on how to prevent and respond to sexual harassment in the building;
4. Take all complaints or suspicion of sexual harassment seriously and immediately conduct a thorough investigation;
5. Take prompt and appropriate action, including disciplinary, to eliminate harassment and prevent it from recurring;
6. Continually monitor behavior throughout the building;
7. Post the Sexual Harassment Policy in visible places as a reminder to all employees.
8. Refer any questions or concerns to the Superintendent.
9. Model appropriate behavior and set the tone as to what behavior will be tolerated.

2. INVESTIGATIONS

- A. Take all complaints, claims, or suspicions of sexual harassment seriously.
- B. Keep an open mind. Act in a neutral and professional manner. Determinations should be based upon appearance, position, or reputation of the people involved.
- C. Investigate promptly. Attempt to begin within 24 hours and end within 10 days, if at all possible.
- D. Be thorough. Interview every individual involved, including all relevant witnesses.
- E. Document all parts of the investigation. Create a separate confidential file accessible only to investigators.
- F. Preserve privacy and avoid defamation. Ask parties not to discuss the investigation except with designated personnel. Restrict all comments to a “need-to-know” basis. Emphasize but do not assure complete confidentiality to all involved.
- G. Inform everyone about the institution’s ***non-retaliation*** policy.

- H. Safeguard documents. Keep pertinent records and documents safe and restrict access to those who have legitimate need to see the information.
- I. All complaints involving students will be communicated to the parent(s)/guardian(s) of the students involved. A written report will be kept of such communication.
- J. Sexual harassment complaints may involve allegations of child abuse and/or sexual battery. These actions are considered felonies and must be reported to the appropriate authorities whenever there is reason to believe such conduct occurred. A written record will be kept of such notification and appropriate action will be taken immediately.

3. TAKING COMPLAINTS

- A. Listen carefully and impartially.
- B. Put aside your personal biases and emotional responses.
- C. Assure the individual that you take his/her complaint seriously.
- D. Protect privacy.
- E. Document everything.

4. PROTECTIONS FOR THE ACCUSED

- A. Be advised of the allegations.
- B. Have a complete and timely investigation conducted based on all relevant facts.
- C. Participate in the investigation.
- D. Protection of rights guaranteed by relevant policies, procedures, and laws.
- E. Be free from invasion of privacy including improper search of lockers, desks, computer files, personal property, etc.
- F. Be protected against the communication of investigation results in an inaccurate way.
- G. Be protected from public disclosure of private facts.

5. FACTS

- A. If No Harassment Is Found:
 - 1. Take a neutral approach.

2. Discuss the conclusion with the individuals involved and emphasize that it was based on the evidence presented.
3. Review the Flagstaff Arts and Leadership Academy Sexual Harassment Policy with the individuals involved.
4. Discuss the issues of retaliation and reprisal with the individuals.

6. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURE

The procedures set forth in this policy apply to the school's internal practices only. They do not alter, modify, extend, or substitute for any rights that the parties may otherwise have.

7. TRAINING AND DISSEMINATION

- A. Copies of the Sexual Harassment Policy and Administrative Guidelines and Procedures will be available for all school department employees, School Councils, Parent Teacher Organizations, Student Councils, and other school related affiliations.
- B. The policy will be included in school handbooks.
- C. Specialized training and resource materials will be available to all school employees.
- D. The Superintendent and/or administrators will provide Sexual Harassment Training for all their employees.
- E. The Superintendent will work with the Governing Board to provide strategies to implement and enforce all aspects of the Sexual Harassment and its Administrative Guidelines and Procedures in their building or department.

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
SEXUAL HARASSMENT COMPLAINT FORM**

Name: _____ Date: _____

Address: _____ Phone no.: _____

School: _____ Department: _____

Job Title: _____

1. Who was responsible for the harassment?

2. Describe the harassment:

3. Date, time, and place the harassment occurred:

4. Were there others involved with the harassment?

5. If so, who were they? Describe their involvement:

6. List any witnesses to the harassment. Include telephone numbers and addresses, if known.

7. What was your reaction to the harassment?

8. Describe any subsequent incidents:

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

By signing this document, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Complainant: _____

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
ADMINISTRATIVE FOLLOW-UP FORM
FOR SEXUAL HARASSMENT**

1. Date(s) of investigation:

2. What action was taken?

3. Date(s) of follow-up conferences:

4. Result of the conferences:

5. Date of final report:

6. Date of final resolution explained to the complainant:

Signature of Administrator: _____ Date: _____

Sexual Harassment Employee Acknowledgement

This is to acknowledge receipt of the Flagstaff Arts and Leadership Academy’s policy concerning Sexual Harassment. I have carefully read and understand the policy and procedure, contained in the policy concerning Sexual Harassment and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures as set forth in the policy concerning Sexual Harassment. I understand that I should immediately report any sexual harassment.

I understand this will be filed in my Official Personnel Folder.

Signature: _____ Date: _____

Printed Name: _____

N. Discrimination Harassment

1. Philosophy:

Flagstaff Arts and Leadership Academy is committed to maintaining a work and educational environment free from any form of discrimination and unlawful harassment. Actions, words, jokes, comments, e-mails and websites based on an individual's race, color, religion, sex, age or national origin, disability or any other legally protected characteristic shall not be tolerated. All employees are responsible for maintaining an appropriate and businesslike manner at work, free from discrimination and harassment. Violations of this policy are absolutely prohibited, and may be reason for disciplinary action, up to an including termination of employment.

There are numerous laws that guide the procedures and due process that the Flagstaff Arts and Leadership Academy Governing Board will follow to implement and enforce this statement, including:

Title VII, Civil Rights Act of 1964, 42 U.S.C. 2000
Title IX, Education Amendments of 1972, 20 U.S.C. 1681
A.R.S. 41-1461 et seq.

Therefore, the School Governing Board establishes the following policy:

2. POLICY STATEMENT:

It is the policy of the Flagstaff Arts and Leadership Academy that it will maintain a "zero tolerance" standard with regard to inappropriate harassment or the creation of a hostile work environment.

3. EXCEPTIONS TO POLICY:

None.

4. AMPLIFYING INSTRUCTIONS AND GUIDELINES:

A. DEFINITION OF DISCRIMINATION HARASSMENT

Discrimination harassment includes slurs, epithets, and other verbal comments or physical actions regarding race, color, national origin, age, religion, disability, or any other characteristic, as prohibited by law.

B. FORMS OF HARASSMENT

Harassing conduct includes, but is not limited to, the following:

1. Harassment and bullying is deliberate and unpleasant behavior which is not necessarily persistent. One of its effects is to make the victim feel uncomfortable,

patronized, humiliated or threatened. It also has the effect of maintaining existing inequalities of power and opportunity. It results in:

- a. Making the job difficult to do;
 - b. Creating an intimidating or hostile work environment;
 - c. Affecting the health or safety of individuals by causing stress; and
 - d. Affecting the health or safety of individuals by causing stress;
2. Racial harassment includes derogatory name-calling, insults, racist jokes, racist graffiti and other written insults, bringing racist material, such as posters, leaflets or magazines, into the School, or making threats against or physically intimidating a person or group because of color or ethnicity.
 3. Harassment against those with disabilities includes derogatory name-calling, insults and other actions which result in the individual feeling uncomfortable, patronized, humiliated or threatened.
 4. Bullying is a form of harassment that includes belittling and destructive criticism, insults and isolation. It can include humiliating, undermining or patronizing an individual in front of his/her colleagues. It may involve deliberately undervaluing an individual's work contribution and achievements. Bullying can extend to blocking attempts by an individual to complain about their treatment and can create an atmosphere of anxiety and fear.

C. DEFINITIONS OF HOSTILE WORK ENVIRONMENT

Vicious, offensive, frequent and reprehensible instances of harassment constituting a concerted pattern of harassment. This definition goes beyond casual, infrequent or isolated instances. Examples of conduct which may create a hostile work environment may include such actions as verbal harassment or abuse, posting or distributing derogatory bulletins, pictures, or cartoons, or offensive language, characterizations or humor.

D. POSSIBLE CONSEQUENCES FOR COMMITTING HARASSMENT

1. Inappropriate harassment of any form or the creation of a hostile work environment is absolutely prohibited and may be reason for disciplinary action, up to and including termination of employment.
2. Supervisors are responsible for seeing that the work environment is free from any kind of discrimination harassment. All workers, including supervisors, shall be subject to disciplinary action, up to and including immediate termination of employment, for any acts of discrimination harassment they commit and their failure to report any violations of this policy.

E. REPORTING

1. It is the policy of the Governing Board to encourage anyone who is the subject of discrimination harassment to come forward with such claims.
2. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcomed in order for any subsequent conduct to be deemed unwelcomed.
3. Any employee or applicant for employment who believes he or she has experienced discrimination harassment should report such incident or incidents to the Immediate Supervisor or Superintendent. Individuals who do not feel comfortable reporting harassment to the Immediate Supervisor or Superintendent should report the harassment or related retaliation to the Governing Board. Complaints may be either written or verbal.
4. Any charge of harassment may be brought to the Immediate Supervisor or Superintendent without fear of reprisals or retaliation, as such will not be allowed to occur as a result of the good-faith reporting of charges of harassment. If an employee believes that he or she is being retaliated against for bringing a complaint of harassment, he or she should report such conduct immediately to the Superintendent or Governing Board.

F. INVESTIGATION OF COMPLAINTS

1. All charges will be investigated, protecting the confidentiality of information to the greatest extent possible under the circumstances.
2. In determining whether alleged conduct constitutes discrimination harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated.
3. The Superintendent or his or her designee has the responsibility for investigating and resolving all complaints of discrimination harassment.
4. The Superintendent or his or her designee shall investigate all complaints of discrimination harassment, and take corrective action where appropriate. Employees are required to cooperate, and not interfere, in any investigation of the claims of violations of this policy.
5. If it is determined during or after the preliminary review that circumstances warrant action, then the individual accused of harassment may be placed on paid leave until the matter is resolved, or, if circumstances warrant such action, both the accused and the accuser may be placed on paid leave until resolution.

G. TAKING DISCIPLINARY ACTION

Employees who either engage in discrimination harassment or tolerate such conduct by other employees shall be subject to disciplinary action, up to and including termination of employment.

H. DISTRIBUTION OF POLICY:

A copy of this Discrimination Harassment Policy shall be distributed to all employees.

I. DUTY TO REPORT:

Supervisors and administrators who knowingly condone, fail to report, or fail to take action to remedy incidents of harassment or retaliation may themselves be subject to discipline.

J. RECORDS:

1. All information contained in the discrimination complaint file is considered confidential and may not be released without the permission of the Superintendent or the designated Governing Board member, except as may be legally required.
2. All records, documents, transcripts and exhibits relating to discrimination complaints will be separately and securely maintained by the office of the Superintendent, and will not be placed in individual employee personnel record files. No other files, documents or materials of any kind relating to discrimination complaints may be kept by any other department, supervisor or employee. These files will be retained for one (1) year following successful resolution of a complaint processed through the preliminary review procedure, three (3) years following successful resolution of a formal administrative or investigative proceeding, or as long as required by applicable law.

5. FORMS:

Attachment #1 Discrimination Harassment Complaint Form

Attachment #2 Administrative Follow-Up Form for Discrimination Harassment

Attachment #2 Discrimination Harassment Employee Acknowledgment

6. EXPIRATION DATE:

The policy will be revised as needed to fulfill state and/or federal statutes.

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
DISCRIMINATION HARASSMENT COMPLAINT FORM**

Name: _____ Date: _____

Address: _____ Phone no.: _____

School: _____ Department: _____

Job Title: _____

1. Who was responsible for the harassment?

2. Describe the harassment:

3. Date, time, and place the harassment occurred:

4. Were there others involved with the harassment?

5. If so, who were they? Describe their involvement:

6. List any witnesses to the harassment. Include telephone numbers and addresses, if known.

7. What was your reaction to the harassment?

8. Describe any subsequent incidents:

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

By signing this document, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Complainant: _____

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
ADMINISTRATIVE FOLLOW-UP FORM
FOR DISCRIMINATION HARASSMENT**

1. Date(s) of investigation:

2. What action was taken?

3. Date(s) of follow-up conferences:

4. Result of the conferences:

5. Date of final report:

6. Date final resolution explained to the complainant:

Signature of Administrator: _____ Date: _____

Discrimination Harassment Employee Acknowledgment

This is to acknowledge receipt of the Flagstaff Arts and Leadership Academy’s policy concerning Discrimination Harassment. I have carefully read and understand the policy and procedure, contained in the policy concerning Discrimination Harassment and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures as set forth in the policy concerning Discrimination Harassment. I understand that I should immediately report any discrimination harassment.

I understand this acknowledgment will be filed in my Official Personnel Folder.

Signature: _____ Date: _____

Printed Name: _____

O. The Americans With Disabilities Act

The Americans with Disabilities Act (ADA) was enacted to remove the barriers that people with disabilities have faced in the past in the areas of employment, public services, public accommodations and telecommunications. Many individuals with disabilities are able to perform the duties of a position satisfactorily without any special accommodations, while other individuals may require some accommodations in the job duties or workplace. It is the School's intent to hire, retain and promote qualified and experienced individuals including persons with disabilities.

Supervisors shall be responsible for ensuring that the employment process is accessible and free from discrimination, and that applicants and employees with disabilities are accommodated wherever that can reasonably be accomplished.

1. ADA and Job Descriptions

Job Descriptions should define the duties of a job as to its essential and non-essential functions. Non-essential functions refer to a function that could be performed by another person. In determining essential/non-essential functions, the following factors may be considered:

- A. Does the position exist to perform the function?
- B. How much time shall be spent performing the function?
- C. Is the function highly specialized?
- D. Would the position be fundamentally changed if the function were moved?
- E. Are other employees available to perform the function?

2. ADA and Interviewing

ADA prohibits any pre-employment inquiry as to whether a person is disabled. An interviewer shall only inquire about a person's ability to perform the functions of a job. The ADA prohibits discrimination against qualified applicants and employees with disabilities. A qualified individual with a disability is an individual with a disability who:

- A. satisfies the requisite skill, experience, education and other job-related requirements of the position; and
- B. can perform the essential functions of the job with or without a reasonable accommodation.

3. Reasonable Accommodations

Questions or requests, which arise concerning ADA reasonable accommodations or the possible restructuring of a position, shall be brought to the attention of the Superintendent. Reasonable accommodation requests by an applicant or employee may be requested during the application process and/or during employment. Reasonable accommodations must enable an applicant to have an equal opportunity to be considered for a job or be related to the employee's performance of the essential functions of the job.

Reasonable accommodations may be determined upon the following factors:

1. The School is made aware that the applicant or employee has a disability. There is no obligation to accommodate if an applicant or employee chooses to conceal a disability that is not apparent.
2. The accommodations must be reasonable and not impose an undue business hardship.

P. Paraprofessional Requirements

A paraprofessional with instructional duties must meet the following federal legislation under the No Child Left Behind Act of 2001 (NCLB):

1. Have a high school diploma or GED; and
2. Completed two years or 60 credit hours of study at an institution of higher education; or
3. Have an associate's or higher degree; or
4. Obtained a passing score on an Arizona Department of Education approved assessment:
 - a. ParaPro; or
 - b. ACT Workkeys; or
 - c. Master Teacher's Para Educator Learning Network

The Arizona Department of Education (ADE) requires the Superintendent of each school to attest annually, in writing, as to whether the school is in compliance with paraprofessional certification requirements. Copies of the attestations must be maintained at both the ADE and the School and must be available upon request.

SECTION II
WORKING AT FLAGSTAFF ARTS AND LEADERSHIP ACADEMY

A. Safety

It is the desire of the School to provide a safe working environment. Employees should practice safe working habits, should report any unsafe conditions to management, and must comply with safety policies and requirements. Employees shall refrain from engaging in unsafe acts including but not limited to standing on chairs, lifting heavy boxes or moving heavy classroom furniture.

Potentially hazardous materials used in the workplace should be properly labeled with information about the identity of the substance and appropriate hazard warnings. Each employee is responsible to read and understand all warning label information.

1. Chemicals or equipment requiring Material Safety Data Sheets (MSDS) shall be obtained by the ordering department and posted at appropriate locations.
2. Each employee is responsible for reading and understanding the Material Safety Data Sheets.
3. Material Safety Data Sheets shall be available at all right-to-know stations and other appropriate locations.

Safety issues and concerns shall be submitted in writing to your immediate supervisor. The immediate supervisor shall locate resources to resolve the issue or direct the inquiry to the Superintendent.

Workers' Compensation Claims/Accident Reports

Any employee of the School who suffers a job-related injury/accident must file a report with the Superintendent's office within ten (10) days after the date of occurrence. Such report shall include the time of the accident, persons involved and how it happened. Should circumstances render the individual unable to submit such a report within ten (10) days, the time limit shall be extended.

Workers' Compensation Claims

When a job-related injury/accident requires medical attention and absence from the workplace, the following conditions shall apply:

1. The physician shall be responsible for reporting the circumstances of the injury to the School, the Industrial Commission, and the School's insurance carrier.
2. During the first seven (7) days of absence due to a job-related injury/accident, the employee shall be placed on sick leave, provided the employee has accumulated sufficient sick leave.

3. If a job-related injury/accident results in more than seven (7) days' absence, the insurance carrier shall be responsible for handling the claim for lost pay. During such period the employee may be directed to:
 - a. Endorse over to the School the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the School, the employee's sick leave record shall be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half of the normal salary of the employee, the sick leave shall be adjusted on a pro rata basis); or
 - b. Draw compensation from the insurance carrier, provide the School with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.
4. In no event shall an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.
5. An employee who has used all accumulated sick leave shall be removed from the payroll and shall receive only such amounts as are paid by the School's insurance carrier.

B. Threats

Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the Superintendent. The Superintendent shall then take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

C. Personal Protective Equipment

Every student, teacher, and visitor in the School shall wear appropriate eye protective ware, to include but not limited to wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) with a ventilation system, while participating in or when observing vocational, technical, industrial arts, art or laboratory science activities involving exposure to:

1. Molten metals or other molten materials.
2. Cutting, shaping, and grinding of materials.
3. Heat treatment, tempering, or kiln firing of any metal or other materials.
4. Welding fabrication processes.
5. Explosive materials.
6. Caustic solutions.

7. Radiation materials.

The Governing Board shall require the appropriate departments to equip the School's employees with eye protective ware, to include but not limited to wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) with a ventilation system.

The School may receive and expend Federal, State and local monies to provide eye protective devices, to include but not limited wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) with a ventilation system.

For protective purposes use of all devices meeting the standards of the U.S.A. Standard Safety Code for head, eye, body and respiratory protection, and subsequent revisions thereof, approved by the United States of America Standards Institute, Inc.

D. Staff Health And Safety (Communicable Diseases)

It is the policy of the Governing Board to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases. The Superintendent is authorized to adopt such procedures as are necessary to implement this policy in a manner consistent with Federal and applicable State laws.

Employees born after January 1, 1957, shall present proof of immunity to Rubeola (measles) and Rubella (German measles) prior to start of work. Employees exempt from this requirement shall include those with medical contraindications for receiving vaccines and those who refuse for religious reasons. Non-immune employees, including those with an exemption, may be placed on leave in the event of an outbreak of either disease. An employee may use earned sick time for this time off; otherwise, the leave shall be unpaid.

Exclusion from School

A staff member who has a communicable disease shall be excluded from school only if the staff member presents a direct threat to the health and safety of others in the School workplace. The outbreak control measures and other directives of the Department of Health Services (DHS) and local health agencies shall be acted upon as the best medical knowledge and judgments with regard to the exclusion of a staff member who has a communicable disease that is addressed by DHS regulations. The communicable diseases specifically addressed by DHS regulations are listed at A.A.C. R9-6-301.

An employee who displays symptoms of tuberculosis may be required to submit to such tests or examinations as a licensed physician deems appropriate. Any employee who has had significant exposure to blood-borne pathogens (Hepatitis B/HIV) is required to report such incident, in writing, to the administrative offices, and is required to follow required post-exposure evaluation and follow-up activities. Failure to do so could result in loss of any claim to rights.

A staff member who has a chronic communicable disease, such as tuberculosis or HIV/AIDS, shall not be excluded unless a significant risk is presented to the health and safety of others, which cannot

be eliminated by reasonable accommodation. The Superintendent shall consult with legal counsel and health professionals, as necessary, to ensure that exclusion of a staff member with a chronic communicable disease shall not violate the staff member's rights under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

The Arizona Department of Health Services requires certain health control measures in regard to communicable diseases. Any employee absent from School, as a result of a communicable disease, must be reassessed by a physician prior to returning to School. Communicable diseases include, but are not limited to, Acquired Immune Deficiency Syndrome (AIDS), Chicken Pox, Diphtheria, Encephalitis, Hepatitis, Measles, and Mumps.

When, in the opinion of the supervisor or Superintendent, and/or if the employee's physical or emotional condition warrants, the employee may be required to undergo a physical examination by a licensed physician selected by the School.

Reporting and Notification

The School shall report to its local health agency each diagnosed and suspected case of a communicable disease that must be reported under state or local law. Disease outbreaks that the School must report by telephone within twenty-four (24) hours are:

1. Foodborne/waterborne illness.
2. Giardiasis.
3. Haemophilus influenza, Type B, invasive disease.
4. Hepatitis A.
5. Measles (rubella).
6. Meningococcal invasive disease.
7. Mumps.
8. Pertussis (whooping cough).
9. Rubella (German measles).
10. Scabies.
11. Shigellosis.

Outbreaks of pediculosis (lice infestation) also must be reported.

If an outbreak of a communicable disease occurs in a school setting, the Superintendent or the School nurse shall promptly inform staff members who are known to have special vulnerability to infection. The School does not assume any duty to notify an employee of health risks caused by the presence of a communicable disease in the school setting unless the at-risk employee has notified the School of the conditions when notification is needed.

All requirements of the School set by the Arizona Department of Health Services shall be followed.

Confidentiality

The School shall make reasonable efforts to maintain the confidentiality of staff members' medical conditions. All medical information relating to employees is confidential. The identity of a staff member who has a communicable disease and/or the nature of the communicable disease may be disclosed only to:

1. Staff members who must have such information to carry out their duties under this policy; or
2. Staff members or students (or their parents/guardians) who must have such information to protect themselves from direct threat to their health or safety.

Inquiries or concerns by staff members or others regarding communicable diseases or a staff member who is known or believed to have a communicable disease shall be directed to the Superintendent or the School nurse.

Universal Precautions

The School shall follow the "Universal Precautions Standard" to protect employees who are at risk of being exposed to blood and body fluids in the course of their work, as set forth below.

Handling Body Fluids in School

The following guidelines are meant to provide simple and effective precautions against transmission of disease for all people potentially exposed to the blood or body fluids of any person (student and/or school employee). No distinction is made between body fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The body fluids of all people should be considered to contain potentially infectious agents. The term *body fluids* includes blood, semen, drainage from scrapes and cuts, feces, urine, vomit, respiratory secretions (such as nasal discharge) and saliva.

1. Whenever possible, avoid direct skin contact with body fluids. Disposable gloves are recommended when direct hand contact with body fluids is anticipated. If extensive contact is made with body fluids, hands must be washed afterwards. Gloves used for this purpose should be put in a plastic bag, secured, and disposed of daily.

2. If direct skin contact does occur, hands and other affected skin areas of all exposed people shall be routinely washed with soap and water.
3. Proper hand washing requires the use of soap and water and vigorous washing under a stream of running water for approximately ten (10) seconds.
4. Clothing and other non-disposable items that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, rinse or soak the item in cold water prior to bagging. Clothing should be sent home with the student for washing, with appropriate directions to parents (see laundry instructions below). Always wear gloves when handling items that have come in contact with body fluids.
5. Contaminated disposable items shall be handled with disposable gloves, put in a plastic bag, secured, and disposed of daily.
6. Body fluid spills on hard surfaces (i.e., floors, countertops, books, etc.) shall be disinfected with bleach (diluted to ten parts water and one part bleach). Gloves shall always be worn during cleanup.
7. Cleaning equipment:
 - a. Non-disposable cleaning equipment (such as dust pans, brooms, and buckets) shall be disinfected by thoroughly rinsing in diluted bleach (ten parts water and one part bleach). Mops shall be soaked in the disinfectant after use and then rinsed with hot water. The disinfectant solution shall be promptly disposed of down a drainpipe.
 - b. Disposable cleaning equipment (such as paper towels, the vacuum bag, or sweepings) shall be placed in plastic bags, secured, and disposed of daily. No special handling is required for vacuuming equipment. Gloves shall always be used during cleanup.
8. Laundry instructions:
 - a. Clothing soaked with body fluids shall be washed separately from other items. Presoaking shall be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material can be bleached, add one-half cup of household bleach to the wash cycle. If the material is not colorfast, add one-half cup of all-fabric bleach to the wash cycle.

Food Service Workers and Other Food Handlers

The School shall follow the guidance of the U.S. Department of Health and Human Services concerning infectious and communicable diseases transmitted through the handling of food, and special precautions required for food service workers.

HIV/AIDS

Current medical information indicates that human immunodeficiency virus (HIV) can be transmitted by sexual intercourse with an infected partner, by injection of infected blood and blood products, and

by transmission from an infected mother to her child *in utero* or during the birth process. None of the identified cases of HIV infection in the United States are known to have been transmitted in a school setting or through any other casual person-to-person contact. There is no evidence that HIV is spread by sneezing, coughing, shaking hands, hugging, or sharing toilets, food, water or utensils. According to best medical knowledge and judgments, the use of the “universal precautions” and other procedures that implement this awareness statement are sufficient to protect staff members and students from transmission of HIV at school.

1. All questions or concerns regarding a staff member with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection shall be directed to the Superintendent or school nurse.
2. The School shall respect the staff members’ rights to privacy to the extent that the safety of the employee with AIDS or HIV infection and that of co-workers and students is not compromised. The Superintendent shall be informed of the employee’s diagnosis.
3. Decisions regarding whether the staff member with AIDS or HIV infection may remain at work and, if so, the appropriate assignment shall be made on a case-by-case basis, based upon consultation with public health personnel, legal counsel, school officials (the Superintendent and the School nurse), the employee’s physician, and a physician selected by the School.
4. The case-by-case review shall apply to at least the following criteria:
 - a. Is the staff member well enough to work in the school without undue risk to the staff member’s own health?
 - b. Does the staff member display symptoms of AIDS or other infection, such as uncoverable, draining lesions?
 - c. If it is determined in the case-by-case review that the staff member should not be allowed to continue working in the school setting, accrued sick leave and/or vacation time (if applicable) shall be available.
 - d. If an outbreak of any communicable disease (e.g., measles or chicken pox) occurs within the work setting, the staff member with AIDS or HIV infection shall be informed immediately by the Superintendent or school nurse.

E. Security

All employees shall become familiar with and adhere to security procedures. School equipment must be secured in a manner safe from theft or vandalism. Employees shall securely store their property and equipment. Employees with keys shall secure their areas. Employees are required to secure their areas of responsibility. Employees responsible for School vehicles are required to secure School vehicles in a manner where the vehicles are safe from theft or vandalism.

F. Inspection

If a situation warrants based upon probable cause, the School reserves the right to require that an employee on School premises, during work hours or involved in School business, submit

immediately to an inspection of his or her work area, desk, computers, accessories, or any other item or area he or she uses or to which he or she has access. An employee's refusal to submit to the inspection may subject the employee to disciplinary action including termination.

A decision to conduct an inspection must be determined by the Superintendent.

G. Filling Vacancies

The prime responsibility for assessing personnel needs rests with the Governing Board and Superintendent. The Superintendent shall determine whether or not a vacancy should be filled. No person shall be employed for any position by the Governing Board without the recommendation of the Superintendent. An existing employee of the School may fill a job vacancy from within, after being interviewed and approved by the Governing Board. Existing employees who fill a job vacancy may be required to complete a new application and may also be required to submit to a new background and fingerprint check.

Position descriptions listing the duties, summary of the position and responsibilities necessary for the position including, but not limited to, education, experience, physical requirements, and other requirements, shall be completed and approved by the Governing Board before interviewing begins.

See Position Descriptions policy.

H. Advertisement

If a job vacancy is not filled from within, the Superintendent shall be responsible for announcing and advertising unfilled job vacancies. Advertising of unfilled vacancies shall take place for a reasonable period deemed necessary to attract qualified applicants, but for not less than five (5) working days. Job vacancies shall be deemed open until filled.

I. Job Vacancy Notice

All job vacancies shall be posted at the Superintendent's office and throughout the school. Job vacancy announcements shall be disseminated as widely as reasonably possible in order to attract qualified applicants.

J. Applications

Employment applications shall provide important information to prepare for an interview, and shall authorize the School to check background and references.

Employment application forms shall be available at the Superintendent's office to any interested individual. These forms may be requested and obtained by letter, by telephone or by appearing in person. The completed application form and placement credentials or other supporting material submitted by the candidates shall be evaluated by the Superintendent's office in terms of quality and type of preparation, amount and type of previous experience, reactions from references listed by the

applicant when appropriate, by recommendations included in the credentials, as well as additional information procured.

All applicants shall complete and sign the School's application form in its entirety before an interview will be held. Only the School application form shall be acceptable. An applicant shall not be interviewed without a completed application packet. An unsigned application or incomplete application packet shall not be given consideration for employment. A resume can be accepted initially and may accompany the application, but shall not be a substitute for the application.

Applications shall be kept active for one (1) year from date of submission, during which time they shall be considered for open positions for which they qualify. When open positions exist, qualified candidates shall be selected from the active file for interview with the interview committee.

Candidates shall comply with background and fingerprint check procedures.

School bus driver applicants shall be required have a current CDL Arizona driver's license and First Aid/CPR certifications.

K. Background and Fingerprint Check

Background and fingerprint checks shall be required for all employees. Fingerprint checks shall be required for all volunteers whose positions involve regular contact with and direct control over students. Each employee shall be charged for the cost of his or her fingerprints and background check.

The purpose of the fingerprint check is to ensure that none of the individuals who have regular contact or direct control over students have been found guilty of any crimes against children, or entered a plea of nolo contendere or guilty, to any offense under Federal or State involving felony crimes, crimes of violence, sexual assault, molestation, exploitation, prostitution and any alcohol or controlled substance offense under Federal or State law.

The purpose of the background check is to verify the education, experience, earnings, references and related information (motor vehicle checks) provided by applicants who are receiving serious consideration for employment. Reference checks shall be recorded on the appropriate forms.

Background and/or fingerprint checks shall be made on the selected candidate before a firm offer of employment is made. The Superintendent, or designee makes background and/or fingerprint checks. Individuals selected for positions must complete and have notarized the following pre-employment forms and affidavits:

1. Applicant/Employee Release Authorization
2. Loyalty Oath of Office
3. Affidavit (Employee)

4. Staff Health and Safety

A fingerprint check shall be made through the Arizona Department of Public Safety for all warrants and felonies within Arizona State and outside the state with the Federal Bureau of Investigations. The Superintendent's office shall fingerprint all candidates. All Certificated personnel shall file a copy of their valid fingerprint clearance card processed by the Department of Public Safety.

An applicant may only be a candidate until all background and/or fingerprint checks have been completed, has passed these investigations and all relevant documents have been received by the School.

L. Fingerprint Clearance Card

All charter school persons who directly engage in instructional work as a classroom, laboratory or other teacher or indirectly as a supervisory teacher, speech therapist or Superintendent are required to obtain a Fingerprint Clearance Card. It also requires charter school applicants that have direct contact with students to obtain the Fingerprint Clearance Card. Each person that is required to obtain the Fingerprint Clearance Card must submit an application to the Department of Public Safety and the school may not hire the person until a Fingerprint Clearance Card has been issued. All other charter school persons must be fingerprinted pursuant to the laws associated with fingerprinting of non-certificated personnel (A.R.S. 15-512).

M. Applicant and Employee Certification

All applicants for employment and employees shall certify whether or not they are awaiting trial or have been convicted of or admitted committing to or plea-bargained to any of the following criminal offenses in Arizona, Federal or other jurisdictions:

1. Sexual abuse of a minor.
2. Incest
3. First or second degree murder.
4. Kidnapping.
5. Arson.
6. Sexual assault.
7. Sexual exploitation.
8. Contributing to the delinquency of a minor.
9. Commercial sexual exploitation of a minor.

10. Felony or misdemeanor offenses involving the distribution of marijuana or dangerous or narcotic drugs.
11. Burglary.
12. Robbery.
13. A dangerous crime against children.
14. Child abuse.
15. Sexual conduct of a minor.
16. Molestation of a child.
17. Voluntary manslaughter.
18. Assault or aggregated assault.
19. Exploitation of minors involving drug offenses.

N. Qualified Applicants

Prior to the selected interview date, screened job applications shall be sent to the department supervisor for review. The supervisor shall advise the Superintendent or the Superintendent's designee of qualified applicants.

O. Interviewing

As the final process, the Governing Board shall interview and select the Superintendent. Governing Board members may be included on the interview committee for principal or any administrative position. Thereafter, the Superintendent or the Superintendent's designee shall conduct all other interviews. Interviews may be conducted by telephone. When conducting an interview, the interviewer shall learn as much about the applicant as possible. Interviewers shall only ask job-relevant questions. Interviewers shall not refer to age, sex, race, religion, color, national origin, handicap or disability, marital status, children or childcare, pregnancy, housing, health, veteran status or citizenship status.

P. New Hires

The Governing Board shall authorize all new hires and terminations of employment, with the recommendation by the Superintendent or by the Superintendent's designee. Employment offers shall be made by the Superintendent or by the Superintendent's designee. Employment offers shall be rescinded if background and/or fingerprint checks indicate negative results. Upon reporting to work, all employees shall sign paperwork, be given a brief orientation about School and receive an employee handbook.

1. Required Paperwork

At the time of hire, all new employees shall submit the following information and complete the following forms:

- a. Application for employment.
- b. Reference letters and verification of previous employment, resume.
- c. I-9 (U.S. Immigration & Naturalization Service).
- d. Direct Deposit (Optional).
- e. Employee Acknowledgement of Receipt of Personnel Section of Policy Manual.
- f. W-4 Federal Withholding.
- g. Arizona State Withholding.
- h. Emergency Contact form.
- i. Fingerprint Card.
- j. Required certificates and/or official transcripts.
- k. Proof of clean driving record for three (3) years (for transportation employees).
- l. Complete Operator's Identification Card and submit copy of drivers license to receive Operator's Identification Card from the Superintendent's office (for transportation department employees).
- m. Successful completion of drug test screening and current physical (for transportation employees).

Employee's driving records shall be reviewed every three (3) years; fingerprint checks shall be completed every five (5) years. Each employee shall be charged for the cost of his or her fingerprint. Administrative procedures shall be used to evaluate and address reported violations.

Copies of the above forms shall be placed in the employee's personnel file.

2. I-9 Forms

The U.S. Immigration & Naturalization Service (INS) I-9 is a required form seeking specific proof of eligibility to work in the U.S. The School shall not tell an employee what documentation to present, but shall let the employee read the information and make that determination. Failure to obtain properly completed forms shall result in assessment of fines by the INS to the School.

A properly completed I-9 is required within three (3) working days of hire. If an employee is unable to present the required documents within three (3) working days, a receipt for application of the document(s) must be presented within three (3) working days and the actual documents within ninety (90) calendar days. Failure to comply with this legal requirement may result in termination of employment.

3. Changes to Personnel Information

Employees shall promptly notify the Superintendent, or the Superintendent's designee, of any change in personnel information, such as name, marital status, dependents, address, telephone number, or the name of the person who shall be notified in the case of an emergency. This information shall be reported on a Personnel Action Request form. Beneficiary changes on life

insurance and/or retirement should also be provided to the Superintendent, or the Superintendent's designee.

Q. Term Employee

A term employee is an employee who is employed pursuant to an employment contract that specifies the duration and contract amount of the employment.

R. Probationary Employees

Newly appointed employees shall be subject to an initial ninety (90) calendar day period of probation. Only periods of work under a regular contract shall count towards completion of probation. The work and conduct of probationary employees may be evaluated and recorded on the performance evaluation form. When an employee with regular status changes to a new position, promoted, transferred, demoted, or reassigned, then the employee shall be subject to a new ninety (90) calendar day probationary period.

Leave benefits of a probationary employee shall be in accordance with the Leave Policies in Section IX.

1. Non-Probationary Status

Upon successful completion of a probationary period, the employee shall be granted non-probationary regular status. An employee shall become a non-probationary regular status employee even if the employee's immediate supervisor or other School representative fails to perform, complete or record an evaluation of the employee during the probationary period.

2. Termination of Probationary Employees

At any time during the employee's probationary period, the employee may be terminated for just cause from his or her position. The employee shall be provided with written notice of the reasons for termination as soon as practicable. An employee has no right to grieve or appeal a termination during the probationary period.

S. Short-Term/Temporary Employee Appointments

Short-term/temporary employee certifications shall occur only if the Superintendent makes the affirmative finding that failure to immediately fill a position: (1) poses a threat to the physical safety of personnel or property at the School, (2) would so impair the operation of the program as to jeopardize the integrity and successful completion of program objectives at the School, or (3) would result in the immediate loss or reduction of funds to the School. Short-term/temporary employee appointments shall only occur for established positions.

In the case of short-term/temporary employee hiring, all current applications for the vacated position and all other readily identifiable candidates, including present employees, shall be used as a hiring

roster. Maximum feasible efforts shall be made to secure the widest circulation of the job announcement to the degree permitted by the emergency situation.

All short-term/temporary employee hiring shall be for a period not to exceed a cumulative total of one hundred twenty (120) workdays in duration. At the expiration of one hundred twenty (120) work days, the person hired under the short-term/temporary employee hiring procedure shall not continue in that position unless the person has been awarded the position by the Governing Board.

The short-term/temporary employee shall be hired on a per diem or time card basis and shall be compensated in accordance with the requirements and limitations of existing contracts that cover similar positions or employees.

The person hired under the short-term/temporary employee procedure shall be eligible and encouraged to make application for the position, but shall be given no preference on the basis of holding the emergency position. An employee hired under short-term/temporary employee provision and subsequently appointed under the standard process shall accrue benefits from the initial date of regular hire and shall be subject to the standard probationary period and accrual of leave time as a new employee effective as of the date of the non-probationary hire.

Where an existing employee receives a short-term/temporary employee appointment under this section, rather than a reassignment, the employee's new pay shall be adjusted to that of the new position. Short-term/temporary employee appointees shall not be eligible for holiday pay, sick leave, personal leave or health and life insurance. Short-term/temporary employee appointees shall only be entitled to workers' compensation and overtime.

T. On-call Employment

This section shall be used as an option to reduce excessive use of overtime, flextime and to help respond rapidly to unpredictable fluctuations in workloads. The on-call applicants must be pre-approved and must be qualified for the particular area they wish to be considered and shall be subject to the Governing Board's Policies and Procedures Manual. Once approved, the on-call employees must be available on short notice. The on-call employees shall only be eligible for workers' compensation insurance.

Substitute Teachers are on-call employees who shall be available for contact as needed during the regular school year and are eligible for workers' compensation insurance.

On-call employees who work less than a full day shall be paid a pro-rated amount at the established daily rate.

U. Employment Status

The following are definitions of full-time and part-time employees of the School. Volunteers at the School are not considered to be employees, nor are independent contractors or others who may be associated with the School in the performance of certain projects.

1. Full-Time

Employees regularly scheduled to work forty (40) or more hours per week are considered full-time. Full-time employees are eligible for benefits that include health, vision, dental, life insurance and when employee participates, retirement benefits in 401(k), sick leave, vacation leave and/or personal leave.

2. Part-Time

Those regularly scheduled to work more than twenty (20) hours per week but less than forty (40) are considered to be part-time employees and are eligible for benefits of sick leave, vacation leave and/or personal leave. Those who work less than twenty (20) hours per week are not eligible for benefits.

3. Exempt Status

In accordance with the Fair Labor Standards Act (FLSA), employees shall be classified either as exempt or non-exempt. Exempt employees are those meeting certain FLSA criteria in job function and responsibility. Non-exempt employees shall be compensated as required by law for all overtime hours worked. The Superintendent, or designee, shall evaluate and determine the exempt or non-exempt status of positions.

4. Change in Status

An employee changing from part-time to full-time shall be eligible to receive benefits based on the required waiting periods. The hire date shall be the date from which insurance eligibility periods shall be determined.

An employee changing from full-time to part-time shall lose benefits at the end of the month of change. Personal Leave earned may be paid in accordance with the Personal Leave policy. Unused Sick Leave may be paid according to the Policy on Payment for Unused Sick Leave.

V. Position Descriptions

Each position shall have a written position description. Position descriptions shall include a summary of the job, and a listing of the position's duties and responsibilities. Position descriptions shall be used for incumbents' performance evaluation for hiring and as a part of the salary administration program.

W. Personnel Records

The following Personnel Records shall be kept in an employee's personnel file.

1. Personnel action forms.
2. Copies of any employment correspondence, including notification of employment.

3. Current position description.
4. Records of training sessions attended.
5. Records of medical examination(s) and test results, if required for the position and/or by the regulatory agencies.
6. Records of changes in job, income or grade.
7. Copies of evaluation reports.
8. Letters/certifications of appreciation, etc.
9. Records of all informal disciplinary actions such as dismissals, reprimands, probationary suspension or other adverse personnel actions. (NOTE: If a disciplinary action is reversed upon appeal, all evidence of the incident shall be deleted.)
10. Job related certifications, if applicable.
11. The employee's fingerprint record.
12. Signed Drug-Free Workplace Policy.
13. Signed acknowledgment regarding "Employee Conduct" will be signed on annual basis.
14. Asbestos notification.
15. Notification or court order regarding garnishment of wages

1. General Information

The Administration Office shall maintain other general personnel records and material as appropriate. Such material shall include class specifications, job announcements, evaluation procedures and applicant job interest letters.

2. Program Departmental Personnel Records

Program departments may maintain a duplicate personnel file for each employee, which includes the following:

1. Professional growth plan for regular employees;
2. Position description;
3. Time and attendance, leave and related records;

4. Copies of performance evaluation reports and improvement plan, if required.

3. Personnel Records

All employee file(s) shall be kept in a safe and secure location by the Superintendent or the Superintendent's designee, and shall be considered confidential and shall be released only as set forth in these policies. Those other than the Superintendent or his/her designee shall only have access to employee files(s) on a need-to-know basis. An employee shall not take personnel files. Employees can review their personnel file at the Superintendent's office in the presence of the Superintendent or the Superintendent's designee.

Certain information contained in an employee's personnel file is not public information and therefore the information contained within the personnel file shall be treated as confidential until a determination is made as to what constitutes a public record. A copy of an employee's personnel file shall be made available to the employee, his/her legal counsel, employee's department director, Corporate Board or Governing Board appointed investigator, investigators from law enforcement agencies, and shall be consistent with confidentiality laws. If a document is released to an outside agency, it shall be recorded.

The Superintendent or the Superintendent's designee shall approve access to a personnel file when a request for an employment recommendation is received regarding a former employee. The recommendation shall be general in nature and shall not cite specific information contained in the files.

The Superintendent or the Superintendent's designee shall approve copies of the employee file. Removal of a personnel file shall be grounds for disciplinary action, including, but not limited to termination or suspension.

X. External Disclosure of Employee Information

All requests for information on current or former employees shall be referred to the Superintendent or the Superintendent's designee. Information given by phone shall be limited to verification of employment dates and position title.

Representatives of government or law enforcement agencies, in the course of their business, shall request in writing, access to file information. Copies of material from an employee's or former employee's file shall be provided only in response to a legal subpoena, by written permission of the employee, or to the Arizona Department of Education when required by law. Such cases shall be handled on a case-by-case basis.

SECTION III PAY POLICIES

A. Compensation

The School shall use a salary administration program designed to classify and pay for positions in a consistent manner. This program includes, but is not limited to, the use of job descriptions, position grades, salary ranges, performance appraisals and may include other components.

The compensation program shall be reviewed periodically. Changes may be made from time to time for reasons, which shall include market conditions, economic conditions, or other factors.

The School shall comply with the Fair Labor Standards Act and all other applicable Federal and State laws concerning pay. All pay is subject to withholdings required by Federal and State government and any applicable laws.

B. Time Records

Accurate time records are a requirement of Federal law for all employees. All employees shall be required to keep an accurate record of the number of hours worked.

C. Attendance

Regular attendance and punctuality are essential to the success of the School and of individual employees. Absences and tardiness disrupt work flow and service and create a hardship on other employees. Employees are expected to conscientiously be at work as scheduled, and to report to work on time. Poor attendance may be reason for disciplinary action, up to and including termination of employment.

An employee is required to call the administrative offices of the School one (1) hour before the scheduled work starting time when unable to report to work for any reason. If an absence will be for more than one (1) day, the employee may be required to call each day. A written physician's statement may be requested to confirm the reason for the absence. Even though a physician's statement may corroborate the reason for absence, it may not preclude appropriate disciplinary action for excessive absences.

Doctor or dental appointments should be scheduled outside working hours whenever possible. When this is not possible, an employee is expected to give the supervisor advance notice of time required for such appointments.

An absence where notification to the School administrative office has not been made, or approval has not been received, shall be considered an unauthorized leave and the employee shall not receive pay. Unauthorized absences may subject the employee to disciplinary action, up to and including termination of employment.

Excessive absences shall result in disciplinary action and may result in termination of employment. In considering excessive absenteeism, the number of days absent and/or the number of occurrences of absence may be considered, or any unusual observed pattern. For example, five (5) consecutive days absent due to one illness may not be considered as serious as five (5) one (1) day absences in a period of five (5) weeks.

D. Overtime

1. Non-exempt employees may be required to work additional hours beyond their shift. Employees shall not work overtime unless approved in advance by the Direct Supervisor. The need for overtime must be clear and specific to the situation. Employees who choose to participate in volunteer work, extra-curricular activities, or other interscholastic school activities shall not be eligible for overtime for time spent participating in those activities.
2. Employees who are not exempt from the provisions of the Fair Labor Standards Act shall receive in accordance with this policy overtime at the rate of one and a half (1.5) hours for each hour worked beyond forty (40) hours in any one (1) workweek. This policy shall not apply to employees who are exempt from the provisions of the Fair Labor Standards Act.
3. For payroll purposes, the workweek shall be Sunday through Saturday.
4. An employee who would otherwise be working in excess of forty (40) hours in any workweek shall be relieved from further duty during that workweek regardless of the employee's scheduled work hours. If an employee does not work in excess of forty (40) hours in any workweek, the employee is not eligible for overtime under the policy for any hours worked during that workweek. An employee is not eligible for time or overtime for hours worked on Saturday, Sunday or holidays unless the employee has actually worked in excess of forty (40) hours in that workweek. Hours for which an employee is to be paid when the employee was not actually working because of a holiday or approved leave shall not count as hours actually worked.
5. The School shall maintain and preserve for at least three (3) years records for each employee that shall include the number of hours of time earned pursuant to this policy each workweek and the numbers of hours of time used each workweek. In addition, the Superintendent shall maintain and preserve such records as required by Section 516.2 of C.F.R., Part 516.
6. The Superintendent shall annually review the School's position descriptions and employment positions and determine which positions are exempt from the provisions of the Fair Labor Standards Act. Persons working in an exempt position are not eligible to receive overtime pay under this policy. Each employee's contract/agreement shall state whether the position is exempt or non-exempt under the Fair Labor Standards Act.

E. Credit for Years of Service

The Governing Board and Superintendent shall determine the placement level on the salary schedule for certified staff. The Governing Board and Superintendent will determine the placement level on the salary schedule for classified staff.

F. Pay Days

Pay periods for employees are _____. Paychecks are issued on the _____ following the close of the pay period. Adjustments for overtime, time off without pay, compensation for time not worked, additional or fewer hours, and other reasons, may be made on the following pay period.

Should an employee receive compensation for time not worked or otherwise receive compensation for which he or she did not qualify, such overpayment shall be deducted from his or her check on the following pay period.

G. Payroll Deductions

The following deductions are authorized to be made from payroll checks of School employees:

1. Federal Income (withholding) tax;
2. Federal Social Security (FICA) taxes;
3. Federal Medicare Deductions (FICA);
4. State Income (withholding) tax;
5. Insurance coverage for employee and dependent(s); and
6. Other deductions specifically approved in writing by the Corporate Board or Governing Board President or his/her designated representative.

H. Final Paychecks

1. When an employee is dismissed from employment, the employee shall be paid wages due within three working days or the end of the next regular pay period, whichever is sooner.
2. When an employee quits or resigns from employment, the employee shall be paid in the usual manner all wages due, but no later than the regular payday for the pay period during which the employee quit or resigned. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
3. When an employee's term of employment ends, the employee's final paycheck shall be issued in the usual manner, but no later than the regular payday for the pay period during which the term of employment ended. If requested by the employee, such wages shall be

delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.

4. In all cases, but within the timeframes in subsections 1, 2, and 3, an employee's final paycheck shall not be issued to the employee until the Superintendent has issued a written release indicating (i) all School property in possession of the employee has been returned to the School, and (ii) all sums due and owing to the School by the employee have been paid, and if unpaid, the sums have been deducted from the employee's final paycheck.
 - a. In no case shall the deduction described in subsection 4. result in the employee receiving an amount less than the legal minimum wage.
 - b. The deductions described in subsection 4. shall only be for those counterclaims, claims of debt, reimbursements, recoupments or set-offs that are related to the employee's employment with the School and for which there is a reasonable good faith dispute as to the amounts owed.
 - c. If the employee disputes any deductions that were made, the employee shall submit a written statement, within ten (10) calendar days of the date of issuance of the paycheck, indicating the exact grounds for any such dispute. The Superintendent, or the Superintendent's designee, shall review the employee's statement and issue a final, non-appealable decision within ten (10) calendar days.

I. Final Paychecks/Final Pay Acknowledgement

The following Final Pay acknowledgement and handout shall be distributed to all employees.

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
Final Paychecks/Final Pay**

This is to acknowledge receipt of the Flagstaff Arts and Leadership Academy’s Policy concerning Final Paychecks and Final Pay. I have carefully read and understand the policy and procedure, contained in the policy concerning Final Paychecks and Final Pay and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures set forth in the policy concerning Final Paychecks and Final Pay.

I understand this will be filed in my official Personnel Folder.

Signature: _____ Date: _____

Printed Name: _____

SECTION IV PERFORMANCE EVALUATION

A. Policy

Performance evaluation is the continuing process of measuring an employee's contribution to Flagstaff Arts and Leadership Academy.

B. The Performance Evaluation Process:

1. Provides the employee with the supervisor's assessment in areas of strengths and weaknesses in the performance of assigned duties;
2. Allows the employee and supervisor to plan development activities which shall bring performance up to the standards set by the supervisor; and
3. Provides the supervisor with a formal process for feedback to employees. Performance evaluation also provides the administration with data upon which to base individual personnel decisions such as promotions, demotions, bonuses and other recognition, and it provides information to plan group training needs, organization restructuring and work force expansion.

C. Evaluation Schedule

All evaluations shall remain confidential as is provided in A.R.S. 15-537. The Superintendent and Governing Board reserve the right to review all evaluations of all staff.

Performance evaluations should be conducted at least twice annually between November 15 – December 15 and March 1 – April 15 for employees with less than two years of service.

Performance evaluations should be conducted on an annual basis for employees with more than two years of service, unless the Superintendent determines that additional evaluations are needed. Performance evaluations should be conducted between February 1 and April 15.

A performance evaluation should be performed ten (10) working days prior to the conclusion of the probationary period of a new employee. In addition, a performance evaluation may be conducted at any time determined advisable by the administration. Nothing herein shall create any employment right. A supervisor's failure to perform evaluations pursuant to this Policy shall not limit the School's ability to discipline the affected employee.

The evaluation shall not be conducted within two instructional days of any school break of one week or more.

D. Performance Evaluations: General Policy

1. Insofar as possible, performance evaluations shall be based upon objective, measurable criteria as set forth in the written position description. Each supervisor shall meet with

individual staff members in their department within the first thirty (30) days of employment to review the position description and performance standards.

2. Performance evaluations shall be performed by each employee's supervisor or department head.
3. Performance evaluations shall be in writing and shall be signed by the evaluator and the employee. The employee's signature does not mean that the employee concurs with the evaluation.
4. Copies of the evaluation shall be filed in the employee's official personnel file and given to the employee within ten (10) days after completion of the evaluation.
5. Each performance valuation shall include space for comment by the employee. If the employee does not agree with the evaluation, he or she shall be permitted to include a statement. The employee may submit additional comments regarding the evaluation within two (2) working days after receiving their copy of their evaluation.
6. Performance evaluations may be based on a number of considerations and factors, including but not limited to direct observation, including classroom observation of instructional staff. Such observations may be made at the discretion of the evaluator.

The evaluations are based upon performance over a period of time and are not limited to any one or two personal observations by the Supervisor. The Supervisor may use informal instruments to report observations of the classroom. The School has the right to use informal means of reporting prior to giving that person the formal evaluation at certain dates.

7. The Superintendent of the School shall be responsible for implementing additional procedures, if any, for evaluation of employees.

E. Inadequate Work Performance

Where a performance evaluation reveals inadequate work performance, an evaluation may include follow-up action to be performed by the employee in order to correct the noted inadequacies.

Performance evaluations are intended to help employees improve their work performance and enhance the working relationship. Any inadequate work performance may warrant the initiation of an improvement plan for the employee.

F. Special Forms

If it is deemed necessary by the administration and the affected personnel, separate evaluation forms may be developed for some specialized categories of instructional personnel, such as teachers, librarians and counselors. Where such special forms are developed, they shall be utilized according to the same schedule and procedures as is to be followed for all employees.

G. Superintendent Evaluation

The Governing Board shall conduct a minimum of one evaluation per year of the Superintendent prior to March 1st. The Superintendent evaluation shall be based upon objective, measurable criteria as set out in the Superintendent's Position Description. Such evaluation shall be reviewed with the Superintendent in executive session. A copy of the evaluation shall be filed in the Superintendent's official personnel file and a copy of the evaluation shall be given to the Superintendent.

SECTION V TERMINATION

A. Resignation (Voluntary Termination)

In accordance with A.R.S. Section 15-545, a certificated teacher may not resign after signing and returning his/her contract, unless resignation is first approved by the Governing Board. A teacher who resigns contrary to this section may be deemed to commit an unprofessional act and upon request of the Governing Board may be subject to such disciplinary action including suspension or revocation of certificate as the State Board of Education deems appropriate.

Employees who resign prior to the conclusion of their contract year and who have exhausted their personal leave, vacation leave, and sick leave allocation shall have the pro-rated amount deducted from their final salary.

Resignation from employment with the School should be made in the form of a letter, submitted to the Superintendent, preferably giving the School two (2) weeks of notice so the School can seek a replacement without interrupting School operations. The Superintendent may accept the resignation and may permit the employee to leave employment prior to the effective date of the resignation. Any employee who has submitted a resignation letter shall be required to perform duties until the resignation becomes effective. The resignation shall be presented to the Governing Board at the next scheduled meeting.

An absence from the School in excess of three (3) working days without contact with the School may be considered a voluntary resignation (no call/no show).

It is strongly recommended that the employee advise his/her immediate supervisor of his/her intent to resign.

B. Exit Procedure

Upon voluntary or involuntary termination of employment, the employee shall meet with the Superintendent or Superintendent's designee for an exit interview. During the final exit interview, the employee shall be informed of his or her rights regarding insurance plans and other benefits, if any.

C. Return of Property

At the time of voluntary or involuntary termination of employment, the employee shall return all keys, School equipment and any other School property before receiving a final paycheck.

D. Final Pay

1. When an employee is dismissed from employment, the employee shall be paid wages due within three working days or the end of the next regular pay period whichever is sooner.

2. When an employee quits or resigns from employment, the employee shall be paid in the usual manner all wages due, but no later than the regular payday for the pay period during which the employee quit or resigned. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
3. When an employee's term of employment ends, the employee's final paycheck shall be issued in the usual manner, but no later than the regular payday for the pay period during which the term of employment ended. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
4. In all cases, but within the timeframes described in subsections 1, 2, and 3, an employee's final paycheck shall not be issued to the employee until the Superintendent has issued a written release including (i) all School property in possession of the employee has been returned to the School, and (ii) all sums due and owing to the School by the employee have been paid, and if unpaid, the sums have been deducted from the employee's final paycheck.
 - a. In no case shall the deduction described in subsection 4. result in the employee receiving an amount less than the legal minimum wage.
 - b. The deductions described in subsection 4. shall only be for those counterclaims, claims of debt, reimbursements, recoupments or set-offs that are related to the employee's employment with the School and for which there is a reasonable good faith dispute as to the amounts owed.
 - c. If the employee disputes any deductions that were made, the employee shall submit a written statement, within ten (10) calendar days of the date of issuance of the paycheck, indicating the exact grounds for any such dispute. The Superintendent, or the Superintendent's designee, shall review the employee's statement and issue a final, non-appealable decision within ten (10) calendar days.

E. Final Paychecks/Final Pay Acknowledgement

The following Final Pay acknowledgement and handout shall be distributed to all employees.

**FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
Final Paychecks/Final Pay**

This is to acknowledge receipt of the Flagstaff Arts and Leadership Academy’s Policy concerning Final Paychecks and Final Pay. I have carefully read and understand the policy and procedure, contained in the policy concerning Final Paychecks and Final Pay and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures set forth in the policy concerning Final Paychecks and Final Pay.

I understand this will be filed in my official Personnel Folder.

Signature: _____ Date: _____

Printed Name: _____

F. Reductions in Force

1. Definitions:
 - a. “Employee” means both non-probationary and probationary employees.
 - b. “Non-probationary employee” is an employee who has completed the probationary period.
 - c. “Probationary employee” means a newly appointed employee or an employee who is promoted into a new position with an increase in pay and who is subject to an initial ninety (90) calendar day period of probation.
 - d. “Temporary employee” means an employee who is hired on an immediate need basis.
2. Involuntary dismissal through a reduction-in-force may occur on account of the abolishment of a position due to lack of funds, change in duties, reorganization or lack of work. The Governing Board, at a duly called public meeting, must authorize all terminations pursuant to this section.
3. When more than one employee is affected:
 - a. The Governing Board will create a revised organizational chart for the School, which reflects the positions that will exist after the reduction-in-force, including the number of positions that will be retained. If the Governing Board decides to reorganize and revise the School’s organizational chart, so that new or consolidated positions are created with skill requirements that are different from that School’s existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.
 - b. The Superintendent will establish lists grouping the positions that are going to be retained by each job class.
 - i. Each job class will be made up of those positions with the same required qualifications.
 - ii. If the School does not reorganize and/or revise its organizational chart, the job classes will be identified from the existing organizational chart and position descriptions.
 - iii. If there is only one position in the School that has certain required qualifications, that one position will be its own job class.
 - c. Within each job class the Superintendent will establish lists of current employees. The lists shall rank employees in the order by which employees will be laid-off (the employee highest on the lists are to be laid-off first).
 - i. The list to be established is as follows:
 1. The list will include current employees in that job class.

- ii. Within the above list, groups will be developed and the employees should be ranked with probationary and temporary employees first and with permanent employees grouped last.
 1. Within each group, employees who are least effective, as reflected by their performance evaluations, are ranked first and employees who have been most effective, as reflected by their performance evaluations, are ranked last.
 2. If a tie exists within a group as to an employee's effectiveness, the tied employees shall be ranked by seniority with the employee with the least amount of seniority ranked first and those with the highest seniority ranked last.
- iii. For each job class, the Superintendent will determine how many positions in that job class are going to be eliminated based upon a comparison of the existing organizational chart and the revised organizational chart for the next year.
 1. Once the number of employees to be laid-off in each job class is determined, individual employees to be laid-off are identified as follows:
 - a. by going to the first list for that job class and beginning from the top and going down to the bottom; and
 - b. then going to the second list beginning from the top and going down to the bottom until the requisite number of employees to be laid-off have been identified.
4. If new or consolidated positions have been created through the above process, those new or consolidated positions shall be advertised. Current employees would have first preference for those positions.
5. Individual employees who are laid-off through the above process shall be given:
 - a. thirty (30) calendar days' written notice that their contracts will be terminated because of a reduction-in-force due to lack of funds, change in duties, reorganization, or lack of work;
 - b. the written notice shall include copies of the lists, which ranked the employee to be laid-off.
6. Actions regarding reduction-in-force are not subject to the grievance procedures. The review process for this section shall be as follows:
 - a. Within five (5) working days after receiving the written notice that their contracts will be terminated because of a reduction-in-force, the employee may present to the

Superintendent a written request to review the reduction-in-force decision, including the employee's reasons for requesting such a review.

- b. Within five (5) working days after receiving the written request to review the reduction-in-force decision, the Superintendent shall give the employee a written decision. In making the decision, the Superintendent may consult with staff and may meet informally with the employee. If no decision is issued within five (5) working days, the request for review shall be deemed denied.
 - c. Within five (5) working days after receiving the Superintendent's decision, if the Superintendent's decision is unacceptable to the employee, the employee may present to the Governing Board a written request to review the Superintendent's decision.
 - d. The Governing Board shall make its decision and shall notify the employee of that decision in writing. The Governing Board's decision shall be final.
7. This section does not apply to the non-renewal of an employee's contract due to the lack of funds, change in duties, reorganization or lack of work.

SECTION VI PROFESSIONAL CONDUCT

A. Employee Conduct

Prestige and reputation in the community is influenced by the employees who represent the School. Employees can be proud of the positions of trust that they hold. Flagstaff Arts and Leadership Academy will be judged by the actions of its employees. Employees are expected to meet a high level of professional standards. Conduct must be consistent with an efficient and effective educational process.

B. Code of Ethics

The policy of the School is that all programs and departments require the services of employees who possess integrity, high ideals and human understanding. To maintain and promote these qualities, all employees shall maintain the highest degree of ethical standards, integrity, honesty and loyalty in their relationships with the Corporate Board, the Governing Board, the School, colleagues, the community, and in the performance of their duties. These standards include, but are not limited to, the following:

1. Employee shall maintain the highest degree of integrity, honesty and loyalty to the Corporate Board, Governing Board and the School.
2. Employees shall respond and comply with the directions and instructions of his/her superiors and discharge their work assignments in the most effective manner.
3. Employees shall treat students, parents, other employees, and those in the community with respect, tact and in a courteous, friendly and professional manner. Disrespectful or rude conduct shall not be tolerated and may constitute grounds for termination of employment.
4. Employees shall maintain all their service dealings in a manner which is above reproach, free from any malicious gossip, indiscretions, gratuities or favors that would cast doubt or suspicion upon him/her and refrain from using his/her official position to advance personal interests.
5. Employees shall obey all Federal and State laws, comply with rules and regulations of the School, work in the best interest of students and of the School, and fulfill any contractual obligations to completion or release.

C. Prohibited Conduct

Any staff member may be subject to disciplinary action, including, but not limited to, termination of employment for infractions that include, but are not limited to, the following categories:

1. Engaging in any conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions for the School, or any other School process

or activity, sponsored or approved by the Governing Board, or which encourages others to do so.

2. Failing to dress and maintain a general appearance, which reflects their position and which detracts from the educational program of the School.
3. Carrying or possessing a weapon on School property or grounds without authorization from the appropriate school administrator.
4. Using, possessing, distributing, manufacturing, transferring, or selling drugs, alcohol, or other illegal substances on School premises or property, while on the job or arriving on the job under the influence of drugs, alcohol or other illegal substances.
5. Possession or use of tobacco products in School buildings, parking lots, playing fields, buses, other School vehicles and in the presence of students at off-campus School sponsored events.
6. Using physical or verbal abuse, or harming anyone on School property or premises, or engaging in unprofessional conduct. No employee shall engage in fighting on the job. This includes, but is not limited to, physically striking a student, co-employee or other person for any reason, except as permitted by law, while representing the School. Student discipline shall be carried out by means other than corporal punishment.
7. Failing to comply with lawful direction of School officials, security officers, or any other law enforcement officer, or failing to identify oneself to School officials, security officers or law enforcement officials when requested to do so.
8. Engaging in sexual or other improper relations, or sexually harassing any student. No employee shall allow a student to visit his or her residence unless the parent of the student has given written permission and a copy of the permission statement is on file with the Superintendent. Unless it is an emergency, or as otherwise authorized by the School in advance, no employee shall transport students in personal vehicles. Whenever possible, a second adult should accompany a student when riding in a private vehicle with another adult.
9. Engaging in discrimination and/or sexual harassment. (See Policy on Discrimination Harassment and Sexual Harassment.)
10. Insubordination, or failing or refusal to comply with “normal” instructions or directives of direct supervisor or designee related to the employee’s position description.
11. Failing or refusing to comply with instructions or directives of supervisory or administrative personnel, or failing to perform reasonable duties when assigned.
12. Engaging in absenteeism and/or tardiness, abuse of Sick Leave and other leave time allowable to School employees.

13. Falsifying school records, work records, personnel records, time sheets, reports, certifications or other School records.
14. Making any false statement, certificate, mark, rating or report with regard to any test, certification or appointment.
15. Obstructing any person in his/her right to examination, eligibility, certification or appointment under these policies, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment at the School.
16. Careless or negligent mishandling of monies, equipment, materials, supplies and/or property of the School.
17. Directly or indirectly giving, rendering, paying, offering, soliciting or accepting any money, service or other valuable consideration for or on account of any appointment, proposed appointment, promotion or proposed promotion to a position at the School.
18. Causing damage or threat of damage to School property.
19. Engaging in force or unauthorized entry to School facilities, property or premises, including buildings and grounds.
20. Using the School's property for personal use without permission, commit thievery, remove or fail to return School property or commit the intentional destruction of property, and other crimes against the School, its employees, or students.
21. Conducting personal business while on duty.
22. Using profane or abusive languages, symbols, or conduct.
23. Releasing or disclosing confidential records or information relating to the School, including, but not limited to, student, personnel or executive session records or information.
24. Engaging in outside employment unless prior written approval is obtained by the Superintendent and the employee can show that the outside employment does not (i) detract from the employee's efficiency at the School, (ii) conflict with the interests of the School, or (iii) discredit the School.
25. Vending, soliciting or collecting contributions on the School's time or premises without written authorization.
26. Engaging in partisan politics during working hours.
27. Soliciting and/or distributing literature without authority or permission.

28. Engaging in unsatisfactory work performance.
29. Engaging, inducing or attempting to induce any employee to commit an unlawful act or act in violation in these Governing Board policies, Federal laws or regulations or other applicable laws.
30. Violating the School's policies and regulations.
31. Committing any other violation that brings discredit to the School.

D. Employee Conduct Form

The following Employee Conduct acknowledgement and handout shall be distributed to all employees.

FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
Employee Conduct

This is to acknowledge receipt of the Policies and Procedures Manual, concerning all of Section VI regarding Employee Conduct. I have read and understand the attached Policies and Procedures Manual concerning employee conduct and the attached Flagstaff Arts and Leadership Academy, Employee Conduct Form. I agree to comply with all said policies and procedures as set forth in the section regarding Employee Conduct and the attached Flagstaff Arts and Leadership Academy, Employee Conduct Form.

If I violate any of the policies and procedures regarding Employee Conduct, the Governing Board or the Flagstaff Arts and Leadership Academy Superintendent, shall deal with my case and take appropriate personnel action. This may include termination of my current position.

I understand this shall be filed in my official personnel folder.

Signature: _____ Date: _____

Printed Name: _____

FLAGSTAFF ARTS AND LEADERSHIP ACADEMY
Employee Conduct Form

- A. To insure familiarity with the conduct guidelines contained herein, each new employee is required to read this section and to sign a Permanent Records Statement that he/she has read and understands the Personnel sections found in the Policies and Procedures Manual.
- B. Prestige and reputation in the community is influenced by the employees who represent Flagstaff Arts and Leadership Academy. Employees can be proud of the positions of trust that they hold. Flagstaff Arts and Leadership Academy will be judged by the actions of its employees. Employees are expected to meet a high level of professional standards. Conduct must be consistent with an efficient and effective educational process. Each employee of Flagstaff Arts and Leadership Academy shall, among other things, perform all duties assigned to him/her in a manner that shall:
1. Maintain the highest degree of ethical standards, integrity, honesty and loyalty to the Governing Board, Flagstaff Arts and Leadership Academy, colleagues, the community, and in the performance of their duties.
 2. Respond and comply with the directions and instructions of his/her superiors and discharge their work assignments in the most effective manner.
 3. Treat students, parents, other employees, and those in the community, with respect, tact and in a courteous, friendly, and professional manner. Disrespectful or rude conduct shall not be tolerated and may constitute grounds for termination of employment.
 4. Maintain all employees' service dealings in a manner above reproach, free from any malicious gossip, indiscretions, gratuities or favors that would cast doubt or suspicion upon him/her and refrain from using his/her official position to advance personal interests.
 5. Obey all Federal and State laws, comply with rules and regulations of the School, work in the best interest of students and of the School, and fulfill any contractual obligations to completion or release.
- C. Employees shall make themselves aware of the following rules which affect them:
1. The Corporate Board or Governing Board is not responsible or accountable for loss or theft of personal property of employees on or off the premises of Flagstaff Arts and Leadership Academy.
 2. Employees shall be held accountable for damage to or loss of School monies, equipment or property for which they are responsible where the loss is due to negligence or carelessness, and may be required to replace or pay for items lost or damaged.

3. All official correspondence to the Corporate Board or Governing Board shall be received in the School office and not at the Board member's home address. Correspondences are the property of the Corporate Board or Governing Board and shall be handled as such.
4. Employees shall not conduct personal business while on duty.
5. Employees of Flagstaff Arts and Leadership Academy shall not engage in partisan politics during working hours, except that an employee of Flagstaff Arts and Leadership Academy who desires to run for national, state, local or county may be granted leave of absence from his/her position prior to the date of election for the purpose of making his/her campaign.

If approved, such leave of absence shall be charged first to Personal/Vacation Leave, then to leave without pay.

6. Employees shall not remove property or documents from the premises of Flagstaff Arts and Leadership Academy without specific permission from the Superintendent. The premises of Flagstaff Arts and Leadership Academy are considered to be any place regularly used for the official conduct of Flagstaff Arts and Leadership Academy business.

D. Prohibited Conduct. The following conduct could result in disciplinary action including, but not limited to, termination of employment.

1. No employees of Flagstaff Arts and Leadership Academy shall engage in any conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the School, or any other School process or activity, sponsored or approved by the Governing Board, or which encourages others to do so.
2. No employee of Flagstaff Arts and Leadership Academy shall dress in a manner which detracts from the educational program of the School and which fails to reflect their position as a professional staff member of the School.
3. No employee of Flagstaff Arts and Leadership Academy shall carry or possess a weapon on School property or grounds without authorization from the appropriate school administrator.
4. No employee of Flagstaff Arts and Leadership Academy shall possess or use tobacco products in School buildings, parking lots, playing fields, buses, other School vehicles and/or in the presence of students at off-campus School sponsored events.
5. No employee of Flagstaff Arts and Leadership Academy shall use, possess, distribute, manufacture, transfer, or sell drugs, alcohol, or other illegal substances on School premises or property, while on the job, or arriving on the job under the influence of drugs, alcohol or other illegal substances.

6. No employee of Flagstaff Arts and Leadership Academy shall use physical or verbal abuse, or threat of harm, to anyone on School property or premises, or engage in unprofessional conduct. No employee shall engage in fighting on the job. This includes, but is not limited to, physically striking a student, co-employee or other person for any reason, except as permitted by law, while representing the School. Student discipline shall be carried out by means other than corporal punishment.
7. No employee of Flagstaff Arts and Leadership Academy shall fail to comply with lawful direction of School officials, security officers, or any other law enforcement officer, or fail to identify oneself to School officials, security officers or law enforcement officials when requested to do so.
8. No employee of Flagstaff Arts and Leadership Academy shall have sexual or other improper relations with or sexually harass any student. No employee shall allow a student to visit his or her residence unless the parent of the student has given written permission and a copy of the permission statement is on file with the Superintendent. Unless it is an emergency, or as otherwise authorized by the School, no employee shall transport students in personal vehicles. Whenever possible, a second adult should accompany a student when riding in a private vehicle with another adult.
9. No employee of Flagstaff Arts and Leadership Academy shall engage in discrimination and/or sexual harassment. (See Policy on Discrimination Harassment or Sexual Harassment.)
10. No employee of Flagstaff Arts and Leadership Academy shall be insubordinate or failing or refusing to comply with “normal” instructions or directives of direct supervisor or designee related to the employee’s position description.
11. No employee of Flagstaff Arts and Leadership Academy shall fail or refuse to comply with instructions or directives of supervisory or administrative personnel, or fail to perform reasonable duties when assigned.
12. No employee of Flagstaff Arts and Leadership Academy shall fail or refuse to comply with instructions or directives of supervisory or administrative personnel, or fail to perform reasonable duties when assigned.
13. No employee of Flagstaff Arts and Leadership Academy shall falsify school records, work records, personnel records, time sheets, reports, certifications or other School records.
14. No employee of Flagstaff Arts and Leadership Academy shall make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment.
15. No employee of Flagstaff Arts and Leadership Academy shall obstruct any person in his/her right to examination, eligibility, certification or appointment under these

policies, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment at Flagstaff Arts and Leadership Academy.

16. No employee of Flagstaff Arts and Leadership Academy shall be careless or negligent with the handling of monies, equipment, materials, supplies and/or property of the School.
17. No employee of Flagstaff Arts and Leadership Academy shall directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, proposed appointment, promotion or proposed promotion to, a position at Flagstaff Arts and Leadership Academy.
18. No employee of Flagstaff Arts and Leadership Academy shall cause damage, or threat of damage to School property.
19. No employee of Flagstaff Arts and Leadership Academy shall engage in force or unauthorized entry to School facilities, property or premises, including buildings and grounds.
20. No employee of Flagstaff Arts and Leadership Academy shall use the School's property for personal use without permission, commit thievery, remove or fail to return School property or commit the intentional destruction of property, and other crimes against Flagstaff Arts and Leadership Academy, its employees, or students.
21. No employee of Flagstaff Arts and Leadership Academy shall conduct personal business while on duty.
22. No employee of Flagstaff Arts and Leadership Academy shall use profane or abusive language, symbols, or conduct.
23. No employee of Flagstaff Arts and Leadership Academy shall release or disclose confidential records or information relating to School, including, but not limited to, student, personnel or executive session records or information.
24. No employee of Flagstaff Arts and Leadership Academy shall engage in outside employment unless prior written approval is obtained by the Superintendent and the employee can show that the outside employment does not (a) detract from the employee's efficiency at School, (b) conflict with the interests of the School, or (c) discredit Flagstaff Arts and Leadership Academy.
25. No employee of Flagstaff Arts and Leadership Academy shall vend, solicit or collect contributions on the School's time or premises without written authorization.

26. No employee of Flagstaff Arts and Leadership Academy shall engage in partisan politics during working hours.
27. No employee of Flagstaff Arts and Leadership Academy shall solicit and/or distribute literature without authority or permission.
28. No employee of Flagstaff Arts and Leadership Academy shall engage in unsatisfactory work performance.
29. No employee of Flagstaff Arts and Leadership Academy shall engage, induce or attempt to induce any employee to commit an unlawful act or act in violation in these Governing Board policies, Federal laws or regulations or other applicable laws.
30. No employee of Flagstaff Arts and Leadership Academy shall violate the School's policies and regulations.
31. No employee of Flagstaff Arts and Leadership Academy shall commit any other violation, which discredits the School.

E. Flagstaff Arts and Leadership Academy Employee Drug and Alcohol Free Workplace

No employee shall violate the law or School policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

Workplace includes all educational and educational support facilities and any School-owned vehicle or any other School-approved vehicle used to transport staff members or students to and from School or School activities or on School business. Off School property, the workplace includes any School-sponsored or School-approved activity, event, or function where students or staff members are under the jurisdiction of the School. In addition, the workplace shall include all property owned, leased, or used by the School for any educational or School business purpose.

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify the supervisor within five (5) days thereof that such conviction has occurred.

As a condition of employment, each employee shall abide by the terms of the School policy respecting a drug-free workplace.

Any employee who violates this policy in any manner is subject to discipline, which may include required counseling, rehabilitation training, or dismissal.

1. Notice to Employees

**DRUG AND ALCOHOL FREE WORKPLACE
NOTICE TO EMPLOYEES**

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

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

YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you shall comply with the Drug and Alcohol Free Workplace and shall notify your supervisor of any conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

Any employee who violates the terms of the School’s Drug and Alcohol Free Workplace policy in any manner is subject to discipline, which may include required counseling, rehabilitation training, or dismissal.

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

Signature: _____ Date: _____

Printed Name: _____

2. Drug and Alcohol Free Workplace

In order to comply with Federal funding requirements, the School shall:

- A. Gather information relative to availability of local community drug and alcohol counseling, rehabilitation, and reentry programs that are available to employees and make such information available to employees.
- B. Provide each employee with a copy of standards of conduct and the statement of disciplinary sanctions that apply to alcohol and drug violations. Use the Drug and Alcohol Free Notice to Employees to notify employees that compliance with such standards is mandatory.

The School shall perform an annual review of the programs to:

- A. Ensure that disciplinary sanctions for employees are consistently enforced.
- B. Determine program effectiveness and implement changes to the program if needed.

3. Non-Prescribed Use Or Abuse Of Drugs Or Alcohol

The School's posture in dealing with employees who engage in the non-prescribed use of drugs and/or the abuse of alcohol is to be one of constructive confrontation in a supportive environment and supportive relationship. This approach is based on the following premises:

- A. Each employee is responsible for the employee's own actions.
- B. Each employee is role model for students.
- C. Each employee who seeks help is to be given the opportunity to do so in a supportive environment.
- D. The School shall not ignore employee problems.
- E. Constructive confrontation shall be utilized to make employees aware of opportunities and choices for help.
- F. Efforts to maintain confidentiality shall be made by the School.
- G. Outside referrals to non-school personnel shall be provided, at employee expense, to employees who indicate an interest.
- H. Employees shall be required to provide information on progress in dealing with problems.
- I. Supervisory staff members shall receive orientation on methods of constructive confrontation.

- J. Opportunities for self-referral shall be provided.
- K. As recommended by outside professional sources, the School shall consider support to an employee during reentry into the workplace.
- L. The School's right to intervene is based on (1) a basic concern for the health and welfare of the persons whom it employs, and (2) the right to expect quality job performance.
- M. School employees are human and should not be considered any less vulnerable or immune to human stress than any other person.
- N. In spite of the above, School employees whose non-prescribed use of drugs or use of alcohol endangers the health and safety of students or other employees may of necessity be dealt with summarily.

Employee Drug Use or Abuse

The non-prescribed possession or use or abuse of drugs and/or use of alcohol is forbidden on School property or at School-sponsored activities away from School property. Employees determined to be in possession of, using, or abusing drugs or using alcohol shall be reported immediately to the Superintendent.

The Superintendent shall conduct an investigation in consultation with legal counsel as necessary. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified. If the results of the investigation show that the employee's actions endangered the health and/or safety of students or other employees, the Superintendent shall take disciplinary action or recommend disciplinary action to the Governing Board in accordance with existing policies and statutes. If the results of the investigation suggest that the employee be provided options under the provisions of this Policy, the Superintendent shall so direct the immediate supervisor of the employee.

4. Alcohol Or Illegal Drug Use By Staff Members

The use or possession of intoxicants or illegal drugs on School property, as defined in Section VI.E, or at School events is prohibited.

Any person in violation of the provisions of the above paragraph shall be subject to removal from School property and shall be subject to prosecution in accordance with the provisions of the law. Staff members of the School who are in violation of the provisions of this Policy shall be subject to disciplinary action in accordance with the provisions of School regulations.

A staff member who apparently has consumed alcoholic beverages or illegal drugs on or off School property, as defined in Section VI.E, and/or before a School activity shall not be allowed to be on School property, as defined in Section VI.E, or to participate in School activities. Staff members who violate this Policy shall be subject to the same penalties as for possession and/or consumption on School property.

A. DRUG AND ALCOHOL TESTING OF EMPLOYEES (OTHER THAN TRANSPORTATION EMPLOYEES)

Under this policy, any employee of the School must submit to drug and alcohol testing if the employee's supervisor has reason to believe that the employee's job performance has been impaired by the use of alcohol or a drug.

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to his or her supervisor. The Flagstaff Arts and Leadership Academy shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk could result in disciplinary action.

In addition to the above, an employee shall voluntarily submit to drug and alcohol testing:

1. After being involved in an accident involving a school vehicle; or
2. After an accident involving equipment used in the performance of the employee's duties;
and

The Superintendent shall develop procedures for drug and alcohol testing of employees subject to the following:

1. The School shall assume the costs of the drug and alcohol testing of employees.
2. An employee who refuses to submit to drug and alcohol testing or whose test results are positive may be terminated from employment.
3. An employee who is to be terminated as a result of test findings shall be granted an appeal, upon request pursuant to the policies on Dismissal, Demotion and Suspension Without Pay.

Substance use that impairs the job performance of an employee shall be considered proper cause for a referral for rehabilitation treatment or disciplinary action up to and including termination, even for a first offense.

The following procedures shall be adhered to in enforcing the policy:

1. Responsibility for enforcing these procedures shall be placed with, and shall be considered incumbent on, the Superintendent.
2. Drug and alcohol testing shall be required as follows:

- a. Testing shall be required whenever an individual charged with enforcing these procedures has reason to suspect that an employee's job performance has been impaired by the use of alcohol or a drug.
- b. When possible, the reason(s) shall be documented by an affidavit signed by the person who observed the employee and the employee's supervisor.
- c. Post-accident testing shall be required whenever the supervisor has reason, based on knowledge of the events and circumstances of the accident, to suspect that the employee's involvement in the accident was influenced by the use of alcohol or a drug.
- d. When possible, reason(s) shall be documented by an affidavit signed by the employee's supervisor.

3. Procedure for testing:

- a. Facilities selected by the School shall provide the testing. The School shall maintain a list of authorized facilities.
- b. When reason exists to suspect that the use of alcohol or a drug contributed to or influenced either an employee's impaired job performance or an accident involving a school vehicle or equipment used by the employee in such job performance, the employee shall immediately be transported to an approved testing facility by a Supervisor, a member of the School staff, or other responsible person as designated by the Superintendent.
- c. Testing may include a preliminary examination by medical personnel. Tests that will detect the use of alcohol or a drug shall be administered. The tests that may be administered to detect alcohol or a drug are breath analysis, urinalysis, and blood analysis.
- d. A positive test shall be reason to recommend termination
- e. Administrative leave is authorized until the test results are available. The School shall pay the employee for the test day and the time off while awaiting the results.
- f. An employee who refuses to cooperate in such testing, or who tests positive, shall be directed to take alternate transportation home or to a destination where assistance is available. As a last resort, a transportation staff member may be directed to transport the individual to an appropriate destination using a School vehicle. If an employee insists on driving from the premises, local law enforcement authorities shall be notified.

4. Appeal of test findings:

- a. The School, in cooperation with the testing facility, shall develop a procedure for the employee to obtain a second laboratory opinion on the test findings.
- b. The employee shall be notified of the procedure for obtaining a second laboratory opinion on the test findings.

5. Penalties:

- a. Refusal to immediately take a test, or failure to cooperate fully as requested during testing procedures, shall be considered an act of insubordination and is cause for termination.
- b. A staff member with the responsibility of enforcing these procedures who has knowledge of a violation and does not act according to the School policy and procedures shall have violated School policy, and such violation is cause for termination.
- c. An employee having a positive test indicating use of alcohol or a drug under the above-described circumstances shall be recommended for termination.

Nothing in this procedure shall in any way limit the authority of the School to utilize information other than drug and alcohol testing in the discipline and termination of employees for drug and alcohol use.

B. DRUG AND ALCOHOL TESTING OF TRANSPORTATION EMPLOYEES

Flagstaff Arts and Leadership Academy is committed to the establishment of a drug and alcohol misuse prevention program that meets or exceeds all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act.). All statements in this document will be interpreted so as to conform to the Department of Transportation rules.

Each employee must notify the Superintendent of any arrest, criminal charge or conviction arising out of or involving a violation of the School's drug-free workplace policy no later than five (5) working days after the arrest, criminal charge or conviction. The Superintendent shall notify the Governing Board at the next regularly scheduled Governing Board meeting after receiving notice from an employee or otherwise receiving actual notice of such an arrest, criminal charge or conviction.

Each employee of the School who is required to have a commercial driver's license (CDL) for performance of job functions shall be prohibited from:

1. Reporting for duty or remaining on duty to perform safety-sensitive functions as defined in 49 CFR § 382.107 while having an alcohol concentration of 0.04 or greater. [49 CFR § 382.201]
2. Being on duty or operating a commercial motor vehicle (such as a school bus) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This included the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken. [49 CFR § 382.204]
3. Using alcohol while performing safety-sensitive functions. [49 CFR § 382.205]
4. Performing safety-sensitive functions within four hours after using alcohol. [49 CFR § 382.207]

5. Using alcohol within eight hours following an accident or prior to undergoing a post-accident alcohol test, whichever comes first. [49 CFR § 382.299]
6. Refusing to submit to an alcohol or controlled substance test as required under post-accident, random, reasonable suspicion or follow-up testing requirements in DOT rules. [49 CFR § 382.211]
7. Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. [49 CFR § 382.213]

A driver will inform the supervising administrator of any therapeutic drug use. [49 CFR § 382.213]

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to his or her supervisor. The School shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk could result in disciplinary action.

Drugs, as used in this policy, refer to controlled substances as covered by the Omnibus Act and to drugs circumscribed by Arizona Revised Statutes, Title 13, Chapter 34.

All drivers shall be subject to pre-employment/pre-duty drug and alcohol testing, including reasonable suspicion, random, and post-accident testing in accord with the regulations of the Omnibus Act. If applicable, return to duty and follow up testing shall be required in accord with regulations of the Omnibus Act. [49 CFR § 382.301 et. Seq.]

All offers of employment with the School for drivers will be made contingent upon pre-employment test results. An applicant testing positive for alcohol or controlled substances will not be employed. [49 CFR § 382.505]

A transportation employee who refuses to submit to drug and alcohol testing or whose test results are positive may be disciplined in accordance with the School Policy up to and including being terminated from employment.

Each driver who engages in the conduct prohibited herein shall:

1. Be advised of resources available to the driver in evaluating and resolving problems associated with drug or alcohol use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
2. Be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve drug or alcohol problems.

3. Before return to duty in a safety-sensitive position, undergo a return-to-duty alcohol test with a result indicating less than 0.02 or a substance test with a verified negative result.
4. If identified as needing assistance by a substance abuse professional, be evaluated by a substance abuse professional to determine if that driver has properly followed any rehabilitation program prescribed, and be subject to unannounced follow-up tests following return to duty in accord with Federal regulations. [49 CFR § 382.605]

The School shall assume the cost for the initial evaluation by a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. Evaluation and rehabilitation of the employee, if the employee is allowed to return to work in any position, shall be in accordance with 49 CFR § 382.605 and by a substance abuse professional paid by the employee.

The School shall assume the costs of the drug and alcohol testing of a transportation employee. If the results of the test are positive, the School may charge the costs of the test to the tested employee. The costs charged to the employee are limited to the actual costs incurred as a result of testing. If the results of a test are negative, the School shall not charge the costs of testing to the tested employee.

The Superintendent is responsible for supervision of the School drug and alcohol misuse prevention program. The Superintendent will develop procedures for the implementation of the program in compliance with the applicable provisions and regulations of the Omnibus Transportation Employee Testing Act of 1991 and Arizona Revised Statutes.

C. CIRCUMSTANCES UNDER WHICH TESTS FOR DRIVERS ARE TO BE GIVEN

All information obtained in the course of testing of drivers shall be protected as confidential medical information. Except as required by law or expressly authorized or required in 49 CFR § 382.405, no information that is to be maintained pursuant to 49 CFR § 382.401 shall be released.

1. Random:

A minimum of 50% of drivers shall be tested annually for drugs and 25% of drivers shall be tested annually for alcohol, subject to the Federal Highway Administration's administrator raising or lowering the annual percentage rate in accordance with regulations. [49 CFR § 382.305] Random testing selection shall be as follows:

- a. Employees are to be placed in and remain in a pool for random selection.
- b. A valid random selection procedure will be used.
- c. Tests will be given at least once each quarter.
- d. Dates of testing will not be announced.

2. Random drug and alcohol testing may be combined. For example, when testing at 50% drug random rate and 25% alcohol random rate, half of the randomly selected drivers chosen for testing could be tested for both drugs and alcohol, while the rest could be tested only for drugs.
3. Post Accident:
 - a. Drivers are required to submit to drug and alcohol testing as soon as possible following a “Department of Transportation (DOT) accident” that involves the loss of human life or for which the driver receives a citation under State or local law for a moving traffic violation arising from the accident. [49 CFR § 382.303]
 - b. A DOT accident is defined as an occurrence involving a commercial motor vehicle operating on a public road that results in:
 - i. A fatality; or
 - ii. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - iii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. [49 CFR § 390.5]
 - iv. If a driver is seriously injured and cannot submit to testing at the time of the accident, the driver shall provide the necessary authorization for obtaining hospital reports and other documents that may indicate whether there were any drugs or alcohol used by the driver prior to the accident. [49 CFR § 382.303]
 - c. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the School to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to an accident, or to obtain necessary medical care. [49 CFR § 382.303]
 - d. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first. [49 CFR § 382.303]
4. The following actions are to be taken in a post-accident testing situation:
 - a. Treat injuries.
 - b. Work with law enforcement officials.
 - c. Explain the need for testing.
 - d. Obtain the driver’s permission for testing, if possible.
 - e. Work with the medical facility to obtain the necessary documents and test information.
 - f. Collect specimens promptly.

g. Document events.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by Federal, State, or local officials having independent authority for the test shall be considered to meet the requirements for post-accident testing if the results are obtained by the School. [49 CFR § 382.305]

5. Reasonable suspicion:

- a. Reasonable suspicion is defined to mean that the School believes the behavior, speech, body odor, or appearance of a driver while on duty are indicative of the use of alcohol and/or controlled substances. The conduct must be witnessed by a supervisor or School official trained in the detection of probable alcohol and drug use by observing indicators in a person's appearance, behavior, speech, and performance, in accordance with 49 CFR §382.603. If it is at all possible, the witness should not conduct the alcohol test, in order to prevent the introduction of bias to the testing procedure.
- b. Alcohol testing is authorized only if the observations are made during, just before performing, or just after performing a safety-sensitive function. A written record shall be made of the observations leading to an alcohol and/or controlled substance test. This record is to be signed by the supervisor who made the observations.
- c. If a reasonable suspicion alcohol test is not administered within two (2) hours following the observations, the witness shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight (8) hours, all attempts to administer the test shall cease. A record shall be prepared and maintained stating why the alcohol test was not administered. [49 CFR § 382.307]
- d. Reasonable suspicion testing should include the following considerations:
 - i. Focus on safety.
 - ii. Verify reasonable suspicion if possible.
 - iii. Observe the employee's appearance, behavior, speech, and performance.
 - iv. Inform the employee in private of any suspicion.
 - v. Inquire in private about any observations or suspicions.
 - vi. Review the findings.
 - vii. Upon that reasonable suspicion exists, transport the employee to a testing site.
 - viii. Document events.

6. Return-to-duty testing:

- a. A driver who has been prohibited from performing a safety-sensitive function after engaging in conduct regarding alcohol misuse or controlled substance use prohibited by U.S. Department of Transportation regulations, and before

returning to duty, shall undergo a return-to-duty test, which must indicate a concentration of less than 0.02 for breath alcohol and/or a negative test result for controlled substances. [49 CFR §§ 382.309 and 382.605(C)]

- b. When a driver has been determined to be in need of assistance in resolving problems associated with alcohol misuse and/or controlled substance use, the driver will be subject to unannounced follow-up alcohol and/or controlled substance testing. The driver will be subject to a minimum of six (6) follow-up tests in the first 12 months. The follow-up testing period shall not exceed 60 months. Follow-up testing for alcohol shall be administered only when the driver is performing, just before performing, or just after performing a safety-sensitive function. [49 CFR §§ 382.311 and 382.605(C)]

7. Referral:

- a. Each driver who engages in conduct prohibited by 49 CFR § 382.201 et seq. shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. [49 CFR § 382.605]

8. Driver Training:

A copy of materials explaining the requirements of the Omnibus Act and the School's policies and procedures with respect to meeting such requirements will be distributed to each driver prior to the start of alcohol and controlled substance testing and to each driver hired or subsequently transferred into a driving position. The School shall provide written notice to representatives of employee organizations of the availability of this information. [49 CFR § 382.601]

These materials shall include detailed discussions of at least the following:

- a. The identity of the person designated to answer employee questions about the materials.
- b. The categories of employees subject to this part of the regulation.
- c. Sufficient information about safety-sensitive functions performed by such drivers to make clear what part of, the work day a driver must be in compliance with the rule.
- d. Specific information concerning driver conduct that is prohibited by the rule.
- e. The circumstances under which a driver will be tested for alcohol and/or controlled substances by rule.
- f. The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the driver and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that the results are attributed to the correct driver.
- g. The requirement that the employee submit to alcohol and controlled substance tests administered in accord with Omnibus Act regulations.

- h. An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test and the attendant consequences.
- i. The consequences for drivers found to have violated the rule, including requirements for removal from duty.
- j. Consequences for a driver having a concentration of 0.02 but less than 0.04 in a breath alcohol test.
- k. Information concerning the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver or a co-worker); and available methods of intervention, including confrontation and referral. [49 CFR § 382.601]

Policies, regulations, and consequences based on the School's independent authority outside of the Omnibus Act shall be presented and clearly and obviously described as being based on independent authority [49 CFR § 382.601]. All such references shall be placed in bold within the document and shall contain applicable statutory citations.

Each driver must provide a signed receipt for the materials. [49 CFR § 382.401(c)(5)(iii)]. Written notice of the availability of this information shall be provided to representatives of employee organizations. [49 CFR § 382.601(a)(2)]

9. Supervisor Training:

Persons designated to determine whether reasonable suspicion exists to require a driver to undergo reasonable suspicion testing shall receive at least 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on controlled substance use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. [49 CFR § 382.603]

10. Drug and Alcohol Testing of Transportation Employees

**Flagstaff Arts and Leadership Academy Drug and Alcohol Testing
Of Transportation Employees**

Employee/Prospective Employee Acknowledgement of Receipt and Understanding.

The undersigned employee or prospective employee acknowledges that he or she (initial each section below):

_____ (1) has received a copy of the Drug and Alcohol Testing of Transportation Employees policy;

_____ (2) has read and is familiar with its contents;

_____ (3) acknowledges that he or she may be subject to testing for drug use and alcohol impairment (if a prospective employee, for drug use only), which may include random drug testing;

_____ (4) acknowledges that he or she is subject to refusal to hire if a prospective employee, and termination of employment if employed, for a positive drug or alcohol impairment test result or for refusal to provide a sample; and

_____ (5) agrees to be bound at all times while applying for employment and while employed by all of the Drug and Alcohol Testing of Transportation Employees policy's terms and conditions.

Signature: _____ Date: _____

Printed Name: _____

F. GIFTS TO EMPLOYEES AND GOVERNING BOARD

Employees and School Governing Board members shall not use their positions to receive any valuable things or benefits that would not ordinarily accrue to them in the performance of duties if the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties. The School's Governing Board members, employees and agents of the School shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements for their personal benefit, unless such benefit is the result of a drawing. Appropriate disciplinary actions shall be applied to any School Governing Board member or employee for violation of the standards of conduct. If the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties, then they must be refused.

This policy should not be construed to prohibit School Governing Board members and employees from accepting door prizes, gifts from vendors to all conference attendees, advertising items, holiday gifts, or occasional business meals.

Gifts to students are discouraged, except simple gifts to all students on special occasions.

G. SOLICITATIONS

Solicitations, and/or distribution of printed matter, for funds, products, services, membership, or for any other on School property is not permitted, except with approval by the Superintendent.

Solicitation of other employees and/or students for any charitable group or organization must have prior written approval from the Superintendent. School-sponsored programs are exempt from distribution and solicitation restrictions.

Employees are not to use their influence to encourage students or parents to purchase books or merchandise, except when approved in advance by the Superintendent for use in the classroom.

H. EMPLOYEE APPEARANCE AND WORK AREA

Employees contribute to the feeling and reputation of the School in the way they present themselves. A favorable appearance is essential to a favorable impression. Good grooming and appropriate dress reflect employee pride and inspire community confidence.

Supervisors shall have the discretion to determine appropriateness in appearance. Appropriateness in appearance shall be defined as the measurement that a reasonable person would consider relevant to the position duties. Employees who do not meet this standard may be sent home to change, and shall not be paid for that time off. Some basic essentials of appropriateness in appearance rule out tongue and facial piercing. An employee unsure of what is appropriate should check with the supervisor.

Professionalism in appearance extends also to the work area, which should be kept neat and free of unnecessary papers and clutter. Some personal items shall be permitted in the work area, such as family pictures, as long as they do not diminish the professionalism of the workplace.

I. NO EXPECTATION OF PRIVACY

Personal use of communication via e-mail, telephone, facsimile and other School owned communication systems shall not be private and employees should not consider them private. The School reserves the right to conduct monitoring, surveillance and/or searches of School property at any time, with or without notice. Searches shall include, but are not limited to, examining an employee's office, desk, files, computer, locker or other School owned property used by employees.

J. PERSONAL BUSINESS DURING THE SCHOOL DAY

Personal calls tie up business telephones, disrupt the employee's work and the work of other employees in the area. Calls received at the School should generally be business calls.

Personal long distance calls shall be charged to the employee's home telephone number or personal calling card.

Facsimile machines and postage meters are not to be used for personal business, except with supervisor approval. The employee shall pay the cost of a personal fax that would normally be charged by commercial entities.

K. REPRESENTING THE SCHOOL

Employees are encouraged to be active in the community and in public service roles. However, the Governing Board accepts no responsibility for statements made on behalf of the School, which do not represent fact.

Correspondence written as part of the business of the School must be neatly, courteously and professionally written.

L. OUTSIDE ACTIVITIES

The School encourages outside involvement in community, industry and charitable activities, including directorships in non-profit community organizations, as long as they do not cause conflicts of interest or create demands that interfere with the job.

M. TUTORING FOR PAY

Staff members shall not provide tutoring services for which the student pays a fee to any student who is registered at the School, nor should School premises be used for educational

activities for which the student pays a fee to the instructor, except with prior written approval by the Governing Board.

N. POLITICAL ACTIVITY

Employees shall not engage in political activities, including campaigning or election activities, on School premises or properties, unless specifically authorized by the Governing Board. Political information, including circulars or posters, shall not be distributed or posted on School premises or properties. The use of students for political writing or other activities is prohibited, as is the use of School equipment or material. Employees shall not use their influence or authority to influence students or parents in regard to political activities.

O. TARDINESS

Occasional tardiness is sometimes unavoidable. Infrequent tardiness by an employee who has established a good record of reporting to work on time should not affect the employee's performance adversely. Excessive tardiness and tardiness without good cause, however, are problems that are detrimental to the work environment and to the employee.

An employee who is going to be late shall contact the supervisor as soon as possible. If something that may cause an employee to be late is known in advance, it should be discussed with the supervisor in advance. Payroll deductions for time tardy shall be made in half (1/2) hour increments for non-exempt employees.

Supervisors shall be responsible for monitoring tardiness and determining appropriate disciplinary action. Excessive tardiness may be reason for disciplinary action, up to and including, termination of employment.

P. SMOKING BY STAFF MEMBERS

The possession or use of tobacco products is prohibited in the following locations:

1. School grounds;
2. School buildings;
3. School parking lots;
4. School playing fields;
5. School buses and other School vehicles; and
6. Off-campus school sponsored events.

Under this provision, a person who violates the prohibition shall be subject to disciplinary action, up to and including termination of employment.

Q. SCHOOL PROPERTY

All School files, equipment and information are the property of the School.

1. Keys

In order to ensure the security of the School, keys to the School shall be issued as needed. If a School employee or volunteer loses a key, the Superintendent or office must be notified immediately. If the key cannot be found, it may be necessary for business locks to be changed and new keys issued. If an employee loses any School key, that employee may be charged for the cost to replace all of the new keys issued.

The Superintendent shall be responsible for developing an assessment fee for key replacement. All school keys shall be logged by the distributing office. An employee or volunteer's failure to notify the Superintendent or office may result in disciplinary action, including termination. Any employee who does not demonstrate that they can maintain the security of the keys may have those keys confiscated.

Upon termination of employment, all School keys must be returned.

2. Equipment

School equipment and property, including computers, software, tape recorders, facsimile machines, etc., is to remain on School premises. At times, portable equipment may be checked out for school business use by using an Equipment Check-out form approved by the Superintendent. Employees shall be responsible for damage or theft of equipment taken off the property.

Computers may be used for employment related business after School hours.

Copiers shall be used for school or job related business.

3. Telephones and Electronic Mail

All electronic and telephonic communication systems and all communication and information transmitted by, received from, or stored in these systems are the property of the School and, as such, are to be used for job-related communications only. Specifically, e-mail and phone mail shall not be used to transmit vulgar, profane, insulting, or offensive messages, nor for solicitation for outside business ventures, advertising for personal enterprises or soliciting for non-school related purposes. This policy, however, does not prohibit personal messages of a social nature which do not contain otherwise prohibited content. Employees shall not be permitted use to passwords, access a file, or retrieve any stored communication unless authorized to do so. All passwords are the property of the School. Authorized representatives of the School, from time to time, shall monitor the use of its equipment. This shall include accessing recorded messages and printing and reading

data files. Employees who violate this policy may be subject to disciplinary action, up to and including, termination.

4. Vehicles

All vehicles leased or owned by the School and used by employees during the course of business shall be returned to the School at the end of the day and shall not be taken home at night unless prior arrangements are made to the contrary through the Superintendent. Exceptions to this policy must be authorized by the Superintendent in advance or in accordance with Governing Board policy.

An employee must have a valid Arizona driver's license in order to drive a School vehicle. A clean driver's record for the prior three (3) years must be provided to the Superintendent's office, at the expense of the employee, prior to operating a School vehicle. Employees hired in positions, which require driving, must meet the underwriting requirements of insurance carriers. Drivers of School buses must have the required Arizona Commercial Driver's License(s) and meet drug-testing requirements, and have a driving record clear of DUI violations for the prior three (3) years.

The driving record shall be reviewed, and an assessment shall be made at that point on whether or not the driver presents an unsafe pattern of driving.

The School is not responsible for payment of fines incurred by any driver of a School vehicle(s) for violation of traffic laws. In case of an accident while on school business involving a School vehicle or privately owned vehicle, the Superintendent shall be notified immediately, and proper accident report forms shall be completed.

SECTION VII CLASSIFICATION

A. The Classification System

1. The Positions Classified

All positions at Flagstaff Arts and Leadership Academy will be categorized in the classification system, which is described in Section B.

2. Position

A position is a group of duties and responsibilities to be accomplished by a single person on a full-time, part-time or temporary basis. The duties and responsibilities of each position are described in a document known as Position Description.

3. Class

A class is a category of one or more positions that are similar in the basic character of their duties and responsibilities. This similarity is sufficiently significant that a single pay scale, title, and set of qualification requirements can be applied. The same basic requirements may be applied to all positions in a class regardless of the department in which the positions are located.

4. Designation of Class

The Governing Board will designate each position to a proper class after an analysis and evaluation of the duties and responsibilities of the position.

B. Classification Methodology

1. Process

The classification process will include a systematic job analysis by the Superintendent through the use of position questionnaires, observation, interview or other techniques needed to gather the necessary information. Classification is an ongoing process; the Superintendent shall make a continuing review of the classifications to insure equity.

2. Classification Decisions

Classification decisions will be made on the basis of the totality of circumstances, including the complexity of the duties and responsibilities, educational qualifications and other job-related factors, which have an impact on the position.

3. Position Description

The Superintendent shall ensure that a position description has been prepared for each position in each class. The position description will describe in detail the specific responsibilities and duties associated with the position.

C. Change in Classification

1. Changes

When an employee believes his or her position has been improperly classified, or when the duties of a position change as to the kind and/or level of work, the Superintendent, the immediate supervisor, or the employee may initiate a request for a change in classification. This request should be submitted in writing detailing the reasons for the request and the justification for the proposed change to the Superintendent accompanied by a position description approved by the supervisor.

2. Review by Superintendent

All proposals for changes in classification shall be reviewed by the Superintendent, who shall make a recommendation to the Governing Board. The Governing Board shall have final approval authority over changes in classification.

3. Issuance of New Contract

Changes in classification may warrant the issuance of a new contract and corresponding change in compensation.

4. Effective Date

Any decision to change a classification shall be effective as of the date of the Governing Board's final approval of the change.

SECTION VIII EMPLOYEE BENEFITS

A. Benefits

The School provides benefit programs in which full-time employees may participate. Benefits provided may change from time to time. Part-time employees are not eligible for health insurance benefits.

B. Group Insurance

Part-time employees are not eligible for group insurance benefits. Full-time employees are eligible for the following group insurance plans:

1. Medical coverage.
2. Dental coverage.
3. Vision coverage.
4. Life Insurance coverage.

An employee becomes eligible for group insurance plans on the first day of the month following the initial date of employment (excludes immediate need appointments).

To be considered for coverage, enrollment forms for all coverage must be completed and forwarded to the Superintendent's office within required time limits.

Insurance coverage acceptance to a benefit plan is subject to the applicable plan document and underwriting requirements of the benefit carrier. If this policy is in conflict with the plan document, the plan document shall prevail.

C. Retirement Plan

The School shall provide employees with the opportunity to invest funds, on a pre-tax basis, for retirement or long-term goals.

Information regarding the plan shall be provided to employees at the time of enrollment, including vesting requirements and the amount of the School's matching funds. The employee shall receive a discretionary match, currently at ___%. The Corporate Board or Governing Board are not responsible for any matching funds, if the employee chooses not to participate in the 401(k) Retirement Plan.

Employees shall have the option, at termination of employment, to leave their funds in the plan, to elect a rollover to another qualified plan or IRA, or to receive a distribution. All options regarding handling of a retirement plan at termination should be discussed with a qualified

investment advisor. Information relating to the employee's options and how to exercise them shall be mailed after termination of employment to the employee's home.

D. Insurance

Group insurance coverage shall end as of the last day of the month of termination. Information and costs regarding COBRA options to continue medical coverage, usually up to eighteen (18) months, shall be made available to the employee at the time of employment termination.

Options for continuing life insurance coverage shall be available. Information shall be furnished, upon inquiry, to the employee.

E. Re-Hires

Employees re-hired with a break of service of ninety (90) calendar days or less shall continue with the same insurance coverage upon re-hire. If hired after a ninety (90) calendar day break in service, the employee must wait the same waiting periods that apply to new hires.

The same ninety (90) calendar day break in service period applies to all other benefits, including insurance, 401(k), Personal Leave, or Sick Leave. No Personal Leave or Sick Leave shall accrue, however, during the ninety (90) calendar day break in service.

**SECTION IX
LEAVE POLICIES**

A. Vacation Leave

1. Purpose

To provide eligible employees paid leave for the purpose of personal time off or vacation. Such time-off encourages a healthy work environment.

2. Eligibility

Eligible employees are regular full-time 12-month employees working 40 hours per week or more.

3. Scope of Benefit

a. Full-time 12-Month Classified Employee Leave Eligibility:

The following table sets out the maximum amount of vacation leave full-time 12-month classified employees may earn in each year after completing specific years of service as of June 30.

<u>Years of Qualifying Service</u>	<u>Vacation Leave</u>
0 – 3.00	10 work days
3.01 – 5.00	15 work days
5.01 or more	20 work days

b. Probationary Employees:

All newly hired employees are subject to a 90-day probationary period during which the employee accrues vacation leave, but cannot take vacation leave. At the end of the 90-day probationary period, when the employee attains regular status, the employee may use vacation leave, if approved by the supervisor. Employees terminated during their probationary period are not eligible for accrued vacation.

c. Part-Time 12-Month Classified Employee Leave Eligibility:

Eligible employees, working 20 hours or more per week, but less than 40, shall have their vacation accrual rate prorated based on their work schedule, and which encompasses the number of years of service.

d. Full-Time 12-Month Administrator Leave Eligibility:

Full-time 12-Month Administrators shall receive twenty (20) days of vacation leave. Full-time Administrators who begin work after July 1 shall receive a prorated number of vacation leave days.

Full-Time 12-Month Administrators shall not use more than ten (10) days of vacation leave in the first 120 days of employment.

4. Prorating of Vacation Leave

Computation of earned vacation days is based upon a full-time, eight-hour day, and forty-hour week.

If an employee works for only part of a pay period, vacation will be calculated as follows:

- a. If an employee begins employment on or before the third work day of each week and works the rest of the week, that week will count as a full week.
- b. If an employee resigns or is terminated on or after the third work day of the week and worked from the first day of that week, that week will count as a full week.
- c. If calculating the period of vacation leave for a year results in a fraction of a half-day or less, the fraction will be rounded to the next half day. If a fraction of more than half-day results, the fraction will be rounded to the next full day. This does not apply to vacation pay out.

5. Non-accrual of Vacation Leave

An eligible employee does not earn paid vacation leave while the employee is:

- a. Within a period of an approved leave of absence without pay.
- b. Within a period of an approved extended educational leave.
- c. Within a period of layoff.
- d. Within a period of extended military leave.
- e. Otherwise on unpaid status.

6. Vacation Leave Carryover for 12-month Employees

Vacation Leave accumulated prior to July 1 and not used by December 31st of that calendar year shall be lost. No Vacation Leave remaining by December 31st shall be carried forward to the next calendar year.

The Governing Board fully expects that each employee who is eligible for vacation leave shall use the vacation leave within the contract year. Extenuating circumstances may arise, which shall permit the Superintendent to authorize the carryover of up to five (5) vacation days. The Governing Board may, at their discretion and under extenuating circumstances, allow the carryover of up to ten (10) days. The Governing Board will compensate unused vacation days. An employee who has accumulated 40 or more hours of vacation leave before June 30 of a calendar year may request payment in lieu of vacation leave. Such payments

shall be subject to the Superintendent's approval and to the availability of funds. Payment shall not be granted for the hours that do not carry over.

7. Resignation or Termination and Vacation

Vacation Leave earned, but not taken, shall be paid out to a resigning or terminating employee at the time of the final pay, except for those who are in the 90-day probationary period, at a pro-rated hourly rate of pay.

8. Reinstatement of Vacation Accrual Rate

If a classified employee is rehired within 12 months after resignation or termination, they are eligible to continue to accrue vacation at the rate that they were accruing at the time of resignation or termination.

9. Vacation Leave Charges

- a. Employees will request and report vacation leave in increments of 15 minutes.
- b. Sick leave while on vacation is authorized only when the employee has a major illness or injury and is unable to continue the vacation activity. A written physician's statement may be required to verify illness.
- c. Holidays falling within a vacation period will be treated as holidays and therefore not charged to vacation leave.
- d. Vacation leave shall not exceed the available leave balance. Employees will not be authorized to receive such pay which exceeds the number of hours available.
- e. Payment for vacation leave approved and taken is made at the employee's straight-time rate of pay for the vacation time taken within the regularly scheduled work period.

10. Scheduling of Vacation Leave

All employees requesting leave must complete a form, submit it to the immediate supervisor, and obtain written approval in advance of the leave. For all pre-planned leave, the request must be made three (3) working days in advance if the need for the leave is known at that time. At the discretion of the immediate supervisor and evaluation of circumstances, a 24-hour advance notice may be granted. Two week's advance notice shall be required for taking vacation leave in excess of three (3) days. Failure to submit the request within the required time frames may be reason for denial of the request. Under some circumstances, the School may initiate the leave. Requests for leave "not earned" may be granted without pay.

Although the School shall try to comply with a request for Vacation Leave, the business needs of the School shall come first before scheduling time off for Vacation Leave.

B. Personal Leave

1. School Year Employee (10-Month or 11-Month Employee) Leave Eligibility:

Employees on a full-time School Year (10-month or 11-month) contract shall be given three (3) days of personal leave. Should an employee begin employment during the school year, they shall be given one and one-half (1.5) days. This personal leave is not cumulative and is subject to loss at the end of the school year contract period.

Employees on a part-time School Year (10-month or 11-month) contract shall be given 12 hours of personal leave. This personal leave is not cumulative and is subject to loss at the end of the school year contract period.

2. Restrictions on Personal Leave:

- a. Personal leave may not be used the day before or the day after a recognized school holiday.
- b. No personal leave shall be taken during the first two weeks of school and the last two weeks of school.
- c. The only exception to this provision shall be as authorized by the Superintendent.

3. Scheduling of Personal Leave

Employees shall request and schedule Personal Leave pursuant to the procedures and requirements set forth in Section A.10 above.

C. Sick Leave

1. Purpose

Sick Leave is time off with pay due to the employee's temporary illness or injury, which precludes the employee from reporting to work. Sick Leave is intended to provide income during an actual illness or medical disability and is not intended to provide extra Personal or Vacation Leave days off.

2. Eligibility

Eligible employees are regular and probationary full-time employees working 40 hours per week and regular and probationary part-time employees working 20 or more hours per week. Other part-time employees working less than 20 hours per week are not eligible.

3. Scope of Benefit/Prorating of Sick Leave

As illustrated below, computation of earned sick leave is based upon a full-time, eight-hour day, and forty-hour week.

Eligible employees, working 20 hours or more per week, but less than 40, shall have their sick leave accrual rate prorated based on their work schedule.

Sick Leave Accrual Rate for Regular Full-Time 10/11/12-Month Employees

Number of days worked in one week	5	4	3	2	1
Number of hours to accrue	2	1.5	.5	0	0

Accrual rate = Four hours per pay period

Annual Sick Leave Accrual Rate for Regular Full-Time 10/11/12-Month Employees

Employee number of months worked/year	10	11	12
Number of days to accrue in one year	10.5	11.5	13
Number of hours to accrue in one year	84	92	104

Sick Leave Accrual Rate for Regular Part-Time 10/11/12-Month Employees

Number of days worked in one week	5	4	3	2	1
Number of hours to accrue	1	0.5	0.5	0	0

Accrual rate = Two hours per pay period

Annual Sick Leave Accrual Rate for Regular Part-Time 10/11/12-Month Employees

Employee number of months worked/year	10	11	12
Number of days to accrue in one year	5	5.5	6.5
Number of hours to accrue in one year	40	44	52

4. Probationary Employees

Sick leave for probationary employees begins to accrue from date of hire. However, an employee may take paid sick leave until after the initial ninety (90) calendar day probationary period is completed and the employee has been recommended for non-probationary regular status.

5. Non-accrual of Sick Leave

An eligible employee does not earn sick leave while the employee is:

- a. Within a period of an approved leave of absence without pay.
- b. Within a period of an approved extended educational leave.
- c. Within a period of layoff.
- d. Within a period of extended military leave.
- e. Otherwise on unpaid status.

6. Conditions of Usage

In addition to using Sick Leave for personal illness or injury, Sick Leave may occasionally be used for a medical emergency or to stabilize the medical situation of a member of the immediate family (defined as the husband, wife, son, daughter, grandparents, parents, brother

or sister). Once the situation has been stabilized, i.e., arrangements made for someone to care for the family member; an employee's Sick Leave may no longer be used for that purpose. A maximum of five (5) sick days may be used for family medical emergencies. Documentation shall be provided for each occurrence.

Sick Leave may also be used for medical and dental appointments; however, it is preferred that these appointments be made after work hours, whenever possible.

The maximum Sick Leave that may be used by an employee is thirty (30) days per fiscal year. Additional Sick Leave shall require a physician's note or a certification from a qualified physician. This maximum does not preclude the School from having its own assigned physician from certifying the need once the employee has exceeded fifteen (15) days of absence. The Superintendent may challenge this determination or approve additional leave.

7. Abuse of Sick Leave

This School has no tolerance for employees who habitually attempt to abuse the sick leave policy. Abuse is hereby defined as the use of sick leave that does not meet the requirements under the conditions of usage. It is not determined necessarily by how many sick leave days the employee uses in any fiscal year, although excessive absenteeism is clearly an indication of abuse. An employee may, in fact, use only a few days of sick leave in a fiscal year, but take such days when there is no apparent need to do so. Weekly or monthly patterns of absenteeism, such as taking an unusual number of Fridays or regularly being absent twice a month, every month are examples of abuse of the sick leave policy.

The Superintendent and supervisors will actively monitor employees who abuse this sick leave policy or whose records show excessive absenteeism. Employees who exhibit chronic absenteeism patterns may be subject to a non-renewal decision. Patterns of abuse could also affect performance evaluations and salary step recommendations.

8. Carry Forward of Accrued Sick Leave

All unused sick leave will be carried forward each year. All Sick Leave shall be cumulative up to a maximum of 120 days (960 hours) for employees.

9. Restrictions on Sick Leave

- a. As permitted by law, sick leave shall not be granted for absence due to any of the following:
 1. Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.
 2. Sickness or disability while on lay-off status, leave of absence without pay, while on vacation (except when the employee has a major illness or injury and is unable to continue the vacation activity). A written statement may be required to verify such an illness or injury.

- b. Sick leave shall not be substituted for hours missed during the assigned 40-hour workweek.

10. Sick Leave Reporting

Employees shall request and schedule Sick Leave pursuant to the procedures and requirements set forth in Section A.10. above.

If an employee is out of work for more than one (1) day, that employee's supervisor may require the employee to call in daily.

Employees who use Sick Leave in excess of three (3) consecutive days, or at any time due to suspected abuse, may be required to obtain a physician's note or a certification from a qualified physician indicating the reason for the leave, and the expected dates of start and completion of the leave. The Superintendent or supervisor shall inform those employees whose use of sick leave and prior history suggests questionable patterns or abuse and requires that these employees automatically obtain a physician's statement for any leave in excess of two (2) consecutive days.

The School may also require a second opinion by a physician of its choice to determine whether continued use of Sick Leave is appropriate or whether return to duty is appropriate.

Taking sick leave the day before and the day after a vacation or holiday period requires a physician's note or a certification from a qualified physician. If it is determined that an abuse pattern is present, the certificate or note may be challenged.

Sick Leave approval can only be granted by direct contact with the immediate supervisor or designee. Calls to other employees, such as Office Staff, do not constitute notification and/or approval of sick leave.

Improper use or abuse of Sick Leave may be reason for disciplinary action, up to and including, termination of employment.

11. Payment for Unused Sick Leave

An employee who has at least 100 days (800 hours) of accumulated sick leave upon resignation or termination shall be paid out at a rate of \$15.00 per day at the time of final pay.

12. Reinstatement of Sick Leave Accrual Rate

If an employee is rehired within 12 months after resignation or termination, accumulated sick leave which was earned and not paid for at the time of such resignation or termination will be reinstated.

13. Sick Leave Charges

- a. Employees will request and report sick leave in increments of 15 minutes.
- b. If an employee physically performs school-related work while on sick leave as requested by the Immediate Supervisor, that time may be deducted from the total sick leave charge.
- c. If a holiday falls within a period of approved sick leave, it is charged as a holiday, not as sick leave time.
- d. When sick leave taken exceeds the total available accrued balance, the employee will be placed on vacation leave or personal leave, if vacation leave accruals or personal leave are available. An employee will be placed on an unpaid status if both sick and vacation leave or personal leave balances are exhausted.
- e. Payment for sick leave approved and taken is made at the employee's straight-time rate of pay for the time lost within the regularly scheduled work period.

14. Scheduling Sick Leave for Medical/Dental/Vision Appointments

Staff is encouraged to schedule their medical, dental, or vision appointments after school. For all appointments made in the afternoon, one hour of leave time for travel time purposes will be excused for treatments received after 2 P.M. This provision is limited to one (1) per month and at a site at least 10 miles from the Flagstaff Arts and Leadership Academy campus. Staff who schedule and receive personal treatments on Saturdays and who provide documentation to that effect, shall receive one (1) hour of additional sick leave for accrual purposes.

D. Holiday Leave

The school observes the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

Holidays observed shall be determined at the beginning of the school year.

Holidays falling on a Saturday shall be observed on Friday. Holidays falling on a Sunday shall be observed on the following Monday.

Holidays shall be determined each year and placed on the School calendar. Employees shall be eligible for paid holidays, based upon their regularly scheduled hours and their individual contract schedule.

All regularly scheduled full-time employees shall receive holiday pay for eight (8) hours. Part-time employees shall not receive holiday pay. If a holiday falls on a part-time employee's regularly scheduled workday, the time shall be rescheduled to another day, or it shall be taken as time off without pay.

If a holiday occurs during an employee's absence due to paid excused time off or sickness, holiday pay shall be paid. If a holiday falls when an employee is on Personal Leave, holiday pay shall be attributed to that day, rather than Vacation Leave or Personal Leave pay.

E. Bereavement Leave

The School may allow time off with pay to attend the funeral and/or make funeral arrangements when a death has occurred within the immediate family (defined as the wife, husband, son, daughter, brother, sister, grandparents, mother and father). An employee may take up to thirty-two (32) hours off for Bereavement Leave, per occurrence.

When a death has occurred outside of the employee's immediate family or the employee has used up the number of days that can be used for each occurrence, then employees may use their Vacation Leave or Personal Leave.

F. Jury Duty

Employees who must serve on jury duty shall be given the necessary time off with pay. Paid time off for jury duty is for the time required to be at the court. During off time, except lunch and other breaks, it is expected that the employee shall report to work. Jury duty is to be reported as such on the employee's timesheet. Employees shall reimburse to the School any funds received for serving on jury duty. Failure to reimburse the School at the completion of the jury duty service shall result in a full deduction of pay equal to the number of days missed.

G. Military Leave of Absence

All Federal and State laws applicable to the School in regard to employees on a military leave of absence shall be followed.

H. Educational Leave

Funds may be available for staff development from time to time. An employee interested in higher education or workshops should apply through the Superintendent and may submit a proposal to the Superintendent for approval.

It is preferred that employees schedule educational classes after school hours. At times, that may not be possible. With prior approval, educational leave may be granted, provided that

arrangements can be made internally at no additional cost to the School. A request for Educational Leave, including the class schedule, must be submitted in advance to the Superintendent. Classes must be job-related to qualify for this leave. Approval shall be at the Superintendent's discretion.

I. Extended Educational Leave

1. An employee who has been employed by School continuously for at least three (3) years in a full-time capacity shall be eligible for, but not entitled to, educational leave of one (1) academic semester to pursue a post-secondary college degree (which is defined as the next higher level of education than the employee already possesses) that is related to the employee's primary employment assignment.

An employee who has been employed for five (5) or more years shall be eligible for, but not entitled to, educational leave up to one (1) academic year to pursue an advanced college degree that is related to the employee's primary employment assignment.

2. A formal written request for educational leave, together with a proposed course of study, shall be submitted through the line of authority and the Superintendent no later than three (3) months before the date of leave for approval. The Superintendent shall submit the written request, together with a recommendation, to the Governing Board for approval. Upon approval of the educational leave request, the employee shall sign an Extended Leave Agreement. Leave shall be taken either at the beginning of the first or second semester.
3. The Extended Leave Agreement shall stipulate that the employee commits to a specific period of employment with Flagstaff Arts and Leadership Academy, upon return from educational leave that will equal the length of his/her educational leave. However, nothing in this policy shall guarantee or entitle the employee to contract renewal or continued employment.
4. At the conclusion of each semester during the educational leave, the employee shall submit an official transcript to the Superintendent's office as documentation that he/she attended school to pursue an advanced college degree that is related to the employee's primary employment assignment.
5. Flagstaff Arts and Leadership Academy may hire a temporary replacement who will be employed in the vacated position until the employee returns. In the event an employee voluntarily terminates his/her educational leave, the employee shall immediately notify the Superintendent of his/her intention to return to work.
6. For the purpose of calculating length of service, the personnel record shall show no interruption of employment status by the educational leave if the employee returns to work for Flagstaff Arts and Leadership Academy.
7. No salary or benefits will be extended to the employee during Extended Educational Leave.

J. Injury Leave: Worker's Compensation

Employees shall be covered by worker's compensation insurance for work-related illnesses or injuries received on the job. An employee shall report any such accident or illness to the supervisor or Superintendent in accordance with the policy on Worker's Compensation Claims/Accident Report. The employer reserves the right to require further documentation regarding said injury.

K. Unauthorized Leave

An absence where notification to the School administrative office has not been made, or approval has not been received, shall be considered an unauthorized leave and the employee shall not receive pay. Unauthorized absences may subject the employee to disciplinary action, up to and including, termination of employment.

L. Employee Leaves Of Absence Without Pay

The School recognizes that, on occasion, extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the School. To address such situations, a leave of absence, without pay, may be granted a member of the certified or classified staff for not longer than one year.

At the end of the calendar year, an employee's unused Sick Leave may be substituted for unpaid leave up to a total of ninety (90) days (720 hours) for leave under the Family and Medical Leave Act. Sick Leave shall not accrue during an Employee Leave Of Absence Without Pay under the Family and Medical Leave Act.

Leave of absence shall be submitted to the Superintendent and requested for, but not limited to, the following purposes:

1. For additional education that is related to the employee's primary assignment. A plan of contemplated course work must be presented.
2. To provide for an unpaid leave in a situation where the employee may be absent from work because of: (i) a reason that conforms to a policy currently in effect but the maximum number of days provided for that policy may be exceeded; or (ii) failure to report to work without prior notification to the Superintendent.
3. For a leave of absence that benefits or is in the best interest of the School, as determined by the Governing Board upon review of the application.
4. For leave under the Family and Medical Leave Act.

A leave of absence requested pursuant to this policy shall be:

1. Approved by the Superintendent if the leave period does not exceed 12 weeks.
2. Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds 12 weeks.

The School shall not deny a request for leave of absence if the employee is entitled to the leave under the School's adopted Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the School, at its sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.

The leave of absence shall be only for the purpose and duration approved and shall not be extended without written approval by the School.

M. Family and Medical Leave

All rights of continuing status (certificated teacher only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation, personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by the School or prohibited by the Family and Medical Leave Act.

Family and Medical Leave Act (FMLA)

The School has adopted and shall follow the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the School may take up to twelve (12) weeks of leave (FMLA leave) during any one fiscal year (July 1 to June 30), without pay, for any one (1) or more of the following reasons:

1. Because of the birth of a child of the employee and in order to care for such child.
2. Because of the placement of a child with the employee for adoption or foster care.
3. In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Military family leave entitlements included in the amendments to the FMLA enacted as a part of the National Defense Authorization Act for Fiscal Year 2008.

Employee Short-Term Disability

This means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by the School at least twelve (12) months and who has completed at least 1,250 hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

Special Conditions Applicable to FMLA

Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve-month period, beginning on the date of the event.

A husband and wife working for the School shall be limited to a total of twelve (12) weeks of leave during each fiscal year for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition.

The School shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of a birth, adoption, or foster placement. An employee shall substitute accrued vacation or personal leave for FMLA leave used by reason of a birth, adoption, or foster placement, to the extent available by policy, unless otherwise agreed to by the School. In any other circumstance, an employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the School.

Notice

An employee must provide at least thirty (30) day's notice before the FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or family member. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in this policy. The School shall deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

Medical Certification

All FMLA leave shall be supported by medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the FMLA leave must be preceded by thirty (30) days' notice, the medical certificate should accompany the request for leave of absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

The employee may be requested to provide recertification of medical conditions in support of leave if the School feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under the FMLA unless a notice required by FMLA in such situation has first been provided to the employee.

Intermittent or Reduced Time (IRT) Leave

FMLA leave shall be taken intermittently or on a reduced leave schedule only if (1) medically necessary to care for a family member or for the employee's own serious health condition, or (2) approved by the School. The School may, for the term of the leave, transfer the employee to an alternative position with equivalent pay and benefits.

If the IRT leave is for an instructional employee (one whose principal function is to instruct students in a class, small group, or as individuals), the School can require the employee either to take leave for a period or period of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is:

1. Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
2. Foreseeable, based upon planned medical treatment; and
3. For more than twenty percent (20%) of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as not to unduly disrupt the educational program.

Special End-Of-Semester Circumstances for Instructional Employees

Under each of the following conditions, leave for an instructional employee shall be required to continue to the end of the academic semester:

1. Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.
2. Leave, other than for the employee's serious health condition, begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.

3. Leave than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

Employee Notification

With each request for FMLA leave, the employee shall be notified:

1. About FMLA by provision of the FMLA fact sheet.
2. The appropriate expectations, obligations, and consequences of taking FMLA leave per 29 C.F.R. Section 825.301 of FMLA.
3. That FMLA leave shall be withheld until a requested notice is provided or the time frame is met.
4. That if leave is granted to an employee who is unable to perform the work required, restoration shall be denied until the employee has complied with the request to provide medical certification of ability to return to work.

The School shall post notices in conspicuous places on the School premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

Health Care Continuation

An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The School shall require the employee to repay any health care premiums paid by the School for continuing coverage during the period of the FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control. Premium payments for dependent coverage must be remitted to the School each month for that month's coverage. Failure to submit required payment for these premiums within thirty (30) days of the date due shall result in cancellation of the dependent coverage benefits.

Position Restoration

Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. An equivalent position is one that is virtually identical to the employee's former position in terms of pay, benefits and working conditions. If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work.

The School requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. A physician's certification must be delivered to the Superintendent indicating that the employee is able to return to work. An employee shall not return without this certification. The employee is expected to return to work on the date originally indicated on the Request for Leave of Absence Without Pay Form. Any deviation from this date must be submitted for approval to the Superintendent, as soon as the need for a change is known. The School may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 108(d) of FMLA. The School may deny restoration of position to any key employee (i.e., one who is among the highest-paid ten percent (10%) of all employees of the School), in accordance with Section 104(b) of FMLA.

N. Employee Rights and Responsibilities Under FMLA

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

Military Family Leave Entitlements

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

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

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to

perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division WHD Publication 1420 Revised January 2009

O. FMLA Forms

SEE SECTION XIII

SECTION X DISCIPLINARY POLICIES AND PROCEDURES

A. Discipline

There are times when a disciplinary process is used to attempt to correct work-related problems. These procedures are instituted in the spirit of resolving these difficulties and bringing about a solution to the problem.

The following procedures are guidelines to a disciplinary process. Although these guidelines are suggested as a means to attempt to solve problems, failure of an employee to follow procedures, acts of insubordination, etc., may constitute cause for immediate termination of employment. Potential consequences to employees of the School who violate these rules shall include, but not limited to, as outlined in the list below. These consequences do not necessarily have to be in sequential order.

1. Oral Reprimand. This action may be taken by a supervisor and is a verbal warning. The Supervisor shall maintain a written record.
2. Corrective Interview. This action may be taken by a supervisor, and documentation of the corrective interview shall be placed in the employee's personnel file.
3. Written Reprimand, Letter of Warning or Letter Of Directive. This action may be taken by a supervisor, with respect to an employee's actions that are severe in nature or regarding behavior that has been repeated after an oral reprimand. A copy of the written reprimand shall be placed in the employee's personnel file permanently, unless otherwise stated.
4. Disciplinary Probation. A supervisor may recommend the placement of an employee on disciplinary probation for a period not to exceed ninety (90) calendar days. The Superintendent must authorize disciplinary probation. Such action must be in writing and must identify the specific conduct for which the employee is being placed on the disciplinary probation, together with specific criteria that must be met before an employee can be removed from probation. Employees on disciplinary probation are not eligible to take vacation or personal leave.

Regular status employees who are placed on disciplinary probation may be suspended or terminated in accordance with the Discipline, Suspension and Dismissal Of All Employees (Classified And Certified Staff) policy.

5. Suspension With Pay. This action may be recommended by a supervisor and must be authorized by the Superintendent. A suspension with pay is used to allow an investigation of allegations relating to an employee. Suspension with pay is not a disciplinary measure and is not recorded in the employee's personnel record.

6. Suspension Without Pay. This action may be recommended by a supervisor and must be authorized by the Superintendent. A suspension without pay is a disciplinary action, which is taken for cause. Suspension without pay is a disciplinary measure and is recorded in the employee's permanent record.
7. Dismissal.

B. Disciplinary Procedures – Discipline, Suspension, and Dismissal of All Employees (Classified and Certified Staff)

Minor Disciplinary Action

An employee may be disciplined for any conduct that, in the judgment of the School, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal and written reprimands, corrective interview, disciplinary probation, letter of admonition (warning), letter of directive or suspension without pay for a period of ten (10) working days or less. In accordance with the Fair Labor Standards Act, exempt employees shall not be suspended for less than one (1) week. However, suspensions shall be less than one (1) week for safety violations.

The employee's supervisors may impose minor disciplinary action. An employee who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) working days of receiving notice of the disciplinary action. The supervisor's superior shall review the complaint and may confer with the employee, the supervisor, and such other persons, as the supervisor's superior deems necessary. The decision of the supervisor's superior is final.

Suspension Without Pay for More than Ten (10) Days

The employment of an employee may be suspended without pay for a period of more than ten (10) working days by action of the Superintendent for just cause. If the Superintendent intends to suspend an employee without pay for more than ten (10) working days, the notice and hearing procedures prescribed for the dismissal of employees shall be followed, except that the Hearing Officer shall be designated by the Superintendent and the findings of the Hearing Officer is final. At the Superintendent's option, the Superintendent may request that the Governing Board act as the Hearing Officer. If the Hearing Officer or the Governing Board finds that there is insufficient cause to suspend the employee without pay for more than ten (10) working days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

Dismissal

The employment of an employee may be terminated for just cause by the Superintendent at any time prior to the expiration of the employee's employment contract. To terminate an employee, the Superintendent shall comply with the following procedures:

1. Pre-disciplinary Procedures. Before a non-probationary employee may be dismissed, demoted, or suspended without pay for eighty (80) working hours or more, the

Superintendent or the Superintendent's designee shall give the non-probationary employee written notice of the charges, a summary of the basis for the charges, and an opportunity for the non-probationary employee to present a response.

2. Disciplinary Procedures. The Superintendent or the Superintendent's designee may dismiss, demote or suspend without pay for eighty (80) working hours or more any non-probationary employee only for cause but not before attempting to serve the non-probationary employee personally or by registered or certified mail, return receipt requested, with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the non-probationary employee of the facts. The Superintendent or the Superintendent's designee shall include a statement of the non-probationary employee's right to appeal. The action is not effective until one of the following occurs:
 - a. The non-probationary employee signs for receipt of the disciplinary letter; or
 - b. An attempt is made to personally serve the disciplinary letter, but the non-probationary employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
 - c. Three (3) working days have passed since the letter was mailed to the non-probationary employee.
3. Relief from Duty. Nothing in this rule shall preclude the Superintendent from immediately placing an employee on administrative leave pending implementation of procedures under this rule, but no pay shall be withheld for such period.
4. Under extenuating circumstances, which do not involve immorality or criminal activity which could be a felony if prosecuted, the Governing Board may accept a resignation in lieu of dismissal.

C. **Appeals Of Suspension Without Pay for More than Ten (10) Days, Demotions and Dismissal.**

Definitions

Unless the context requires otherwise, the following definitions govern:

“Appeal” means any written request for a hearing filed with the Governing Board by any employee seeking relief from suspension without pay for more than ten (10) working days, demotion, or dismissal.

“Appellant” means the employee filing an appeal with the Governing Board.

“Hearing Officer” means a person employed or appointed by the Governing Board as a Hearing Officer, the full Governing Board, or any member of the Governing Board designated by it as a Hearing Officer.

“Respondent” means the Superintendent of Flagstaff Arts and Leadership Academy.

Appeal Procedures

Appeal. The appeal to a dismissal, demotion or suspension without pay for more than ten (10) working days shall be submitted to the Governing Board in writing. The appeal shall include the action requested of the Governing Board and must state specific facts relating directly to the charges on which the appeal is based so that the Governing Board shall understand the nature of the appeal. A copy of the appeal shall be provided to the Respondent.

The Appellant may be represented at the appeal hearing by counsel, at the Appellant's expense. The Appellant shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the Respondent. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

Time For Appeal. The employee must file an appeal within ten (10) working days after receipt of the Superintendent's decision. Any appeal filed after this time limit is barred and shall not be processed.

Notice Of Hearing. The Governing Board shall provide written notice of the name of the Hearing Officer, if any, to the Appellant and the Respondent. Written notice of the time, date and place of the hearing of an appeal shall be provided to the Appellant and the Respondent by the Hearing Officer not less than ten (10) working days before the date of such hearing.

Notice of Hearing and Response to Appeal. If an appeal is filed, the Superintendent shall deliver to the Appellant the name of the Hearing Officer and written notice of hearing at least ten (10) working days prior to the date thereof that includes time, date and place of the hearing, a list of persons whom the Superintendent expects to testify in support of the decision (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the appeal hearing in support of the decision. The Appellant shall deliver to the Administration at least five (5) working days prior to the hearing, a list of persons whom the Appellant expects to testify (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Appellant at the time believes shall be presented at the appeal hearing.

The Respondent need file no reply to the appeal. If a reply is filed prior to the hearing, a copy thereof shall be sent by the Respondent to the Appellant. If no reply is filed, every relevant and material allegation of the appeal is in issue, but in any case, irrelevant and immaterial issues may be excluded.

Hearing Officer. Any appeal hearing shall be conducted by the Governing Board or be assigned by the Governing Board to a Hearing Officer.

If the appeal is assigned to a Hearing Officer, the Hearing Officer shall be the authorized representative of the Governing Board and is fully authorized and empowered to grant or refuse extensions of time, to set proceedings for the hearing, to conduct the hearing, and to take any

action in connection with the proceedings which the Governing Board itself is authorized to take by law or by these rules on behalf of the Governing Board other than making the final decision, final findings of fact, final conclusions of law, and/or final order. No assignment of an appeal to a Hearing Officer shall preclude the Governing Board from withdrawing such assignment and conducting the appeal hearing itself or from reassigning an appeal hearing to another Hearing Officer.

The Hearing Officer conducting the hearing shall prepare and submit to the Governing Board a written report embodying a statement of findings as to whether there is cause for termination of the Appellant, conclusions of law and recommendations, as well as a brief statement of reasons for these findings and conclusions within ten (10) working days after the conclusion of the hearing. If required, the Hearing Officer shall be present during the consideration of the appeal by the Governing Board to assist and advise the Governing Board.

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

Time For Hearing. Every hearing on an appeal shall be held not less than ten (10) working days and no more than thirty (30) working days after an appeal is filed by the Appellant. The date of the appeal hearing may be postponed by stipulation of the Appellant and Respondent, or by and in the sole discretion of the Governing Board or the Hearing Officer, or at the request of the Appellant or the Respondent for such reason or reasons as the Governing Board or Hearing Officer shall deem appropriate.

Nature of Hearing, Rules of Evidence. Every appeal hearing shall be in executive session unless Appellant requests an open hearing. If the disciplinary hearing involves evidence which Respondent is precluded by law from disclosing, then the Governing Board or its Hearing Officer may grant a confidential hearing of such evidence. If testimony of certain witnesses is of a sensitive nature, either the Appellant, Respondent or Hearing Officer may request that those portions of the hearing be held in executive session and that those portions of the record be sealed or adequately protected. All witnesses shall testify under oath or by affirmation, and a record of the proceedings shall be made and kept for three (3) years. The Governing Board, a Governing Board member or Hearing Officer shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure.

The Hearing Officer's opening remarks should advise the parties that formal rules of evidence do not apply to these hearings. The Hearing Officer should not try to decide legal and evidentiary questions, but should keep the hearing centered on the issue(s) to be resolved by the hearing.

Upon timely objection by any party, the Governing Board or Hearing Officer may exclude evidence that is hearsay, evidence concerning compromise and offers to compromise or settle, as well as evidence that is privileged, immaterial, unduly repetitious, or, most importantly, irrelevant.

Hearsay evidence is a statement other than one made by the person while testifying at the hearing, and offered for the purpose of proving the truth of the matter asserted. Hearsay evidence

may be admitted to the extent that the circumstances warrant. When in doubt, hearsay evidence shall be admitted.

Relevant evidence is evidence having any tendency to make the existence of any fact that is of consequence to the determination of the appeal more probable or less probable than it would be without the evidence.

Evidence about the character of a witness should generally be excluded. Such evidence, however, may be used to impeach or rehabilitate a witness. The types of character evidence that can be used for those purposes are reputation and opinions from persons with knowledge about a witness' character showing that witness' disposition for being truthful and honest. Character of a witness cannot be used to prove conduct or to show that conduct was in accordance with a pertinent character trait.

If the parties are represented by attorneys, all types of technical objections may be raised throughout the hearing. If this occurs with frequency, then the Hearing Officer should remind counsel of the opening remarks about the rules of evidence. If the Hearing Officer possesses enough familiarity with the law to make a ruling on an objection, he/she may do so. If not, the Hearing Officer should state that the objection is noted for the record and continue on with the hearing.

Exclusion Of Witnesses. Upon the motion of any Appellant or Respondent, the Hearing Officer, in its discretion, may exclude from the hearing room any witnesses not at the time under examination. A party to the proceeding, or his representative, or other person conducting the case, shall not be excluded.

Governing Board Decision. If the Governing Board has used a Hearing Officer, the Governing Board shall review the written Hearing Officer's report and, if desired, the record, and notify the interested parties in advance of the time and place of the Governing Board meeting at which the appeal will be decided. The Governing Board may affirm, reverse, adopt, modify, supplement, amend or reject the Hearing Officer's report in whole or in part, may recommit the matter to the Hearing Officer with instructions, may convene itself as a hearing body, or may make any other appropriate disposition of the appeal. The Governing Board shall make its decision on the appeal within thirty (30) working days after the conclusion of a hearing and shall notify parties of its decision. The Governing Board may sustain the disciplinary action, may impose a lesser disciplinary action, and may reinstate the Appellant with or without back pay for such period and in such amounts as the Board determines to be proper. The Governing Board's decision is final.

D. General Matters

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints or appeals filed after the expiration of the applicable time limitation shall not be considered.

The filing or pendency of a complaint or appeal pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than ten (10) working days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of a probationary employee.

This policy does not apply to:

1. Any administrative recommendation or decision or Governing Board action, discussion, or consideration involving the non-renewal of an employee.
2. Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
3. The decision of the Superintendent to place an employee on administrative leave.
4. Counseling of or directives to an employee regarding future conduct.

E. Administrative Leave with Pay

Nothing in this policy shall preclude the Superintendent from immediately placing an employee on administrative leave with pay pending investigation or implementation of procedures under this section. Administrative leave is not considered a disciplinary action. Any person on administrative leave with pay shall not disrupt the Superintendent's investigation.

F. Non-Renewal

Employees do not have any vested rights to continuing employment or renewal of their contracts. Moreover, the School's decision to non-renew an employee's contract shall not be considered a disciplinary action or adverse action, and an employee shall have no right to grieve or appeal a non-renewal decision. Nonetheless, to the extent required by law, the School shall non-renew employees for just cause only, and employees shall be provided with written, contemporaneous notice of the cause(s) of the non-renewal action.

G. Probationary Employees

This section does not apply to probationary employees.

**SECTION XI
EMPLOYEE GRIEVANCES**

A. Definitions for Grievances

A “**grievance**” is a complaint by a School employee alleging a violation or misapplication of any School policy or regulation that directly and specifically governs the employee’s terms and conditions of employment. A dismissal, demotion or suspension without pay for more than ten (10) working days is not a grievable matter. A copy of grievance proceedings shall be submitted to the person designated to handle personnel issues.

A “**grievant**” is any employee of the School filing a grievance.

“**Terms and conditions of employment**” means the hours of employment, the application of compensation and fringe benefits, and the application of the employer’s personnel policies directly affecting the employee. In the case of classified employees, the above definition does not include educational policies of the School.

A “**day**” is a working day.

The “**immediate supervisor**” is the lowest-level administrator having line supervisory authority over the grievant.

B. Grievance Procedures

1. General Provisions

- a. The grievance may be submitted on a standard form provided by the School or in the individual’s own format. If the standard form is not used, the grievance must contain all of the information on the form. The grievance must be presented in an original.
- b. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within ten (10) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance. If no written decision has been rendered by the immediate supervisor within the specified time limit, then the grievant may appeal to the next level.
- c. The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent to act.
- d. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Superintendent unless the Superintendent requests that the Governing Board hear the grievance. The Superintendent may consider such a request to the Governing Board on a case-by-case basis.
- e. For compelling reasons, the Superintendent may expand any of the time limits contained in this policy.

2. Informal Level

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

3. Formal Level (See Grievance Forms)

Level I.

Within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present a formal grievance in writing to the immediate supervisor. See Grievance Form A.

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

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

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

Level II.

In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed by the employee or his/her representative to the Governing Board, within five (5) days after receipt of the decision. See Grievance Form C.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Governing Board shall hold a hearing on the grievance within ten (10) days of receiving the appeal. No attorneys or advocates are permitted to attend or participate in meetings and/or grievance hearings that may be held by the Governing Board. The Governing Board shall notify the person designated to handle personnel issues, who shall notify the person who will present the position of the administration at the grievance hearing. The Governing Board will render a decision by majority vote within five (5) days of the hearing. The Governing Board shall forward a recommended resolution to the Superintendent within ten (10) days of the hearing. See Grievance Form D.

Level III.

The Superintendent shall review the recommendation of the Governing Board and issue his/her decision within ten (10) days from receipt of the Governing Board recommendation. The decision of the Superintendent shall be final. See Grievance Form E.

C. EMPLOYEE GRIEVANCES

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE

To be completed by grievant within ten (10) working days after the employee knew or should have known of the act or omission giving rise to the grievance.

GRIEVANT: _____

IMMEDIATE SUPERVISOR: _____

SCHOOL: _____

ASSIGNMENT: _____

POLICY OR REGULATION ALLEGED TO HAVE BEEN VIOLATED: _____

STATEMENT OF GRIEVANCE:

PROPOSED SOLUTION TO THIS MATTER:

Signature of Grievant _____

D. EMPLOYEE GRIEVANCES

LEVEL I

GRIEVANCE FORM B

DECISION OF IMMEDIATE SUPERVISOR

To be completed by immediate supervisor within five (5) working days after formal filing of the employee grievance.

GRIEVANT: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

SCHOOL: _____

IMMEDIATE SUPERVISOR: _____

1. My understanding of the grievance is:

2. I (have/have not) met with the grievant to clarify any misunderstanding, discussed his/her suggested solutions, and/or offered another solution(s).

INDICATE DATE, TIME AND DESCRIPTION OF ITEM(S) DISCUSSED: _____

3. My response or proposed solution to this grievance is:

DATE OF DECISION: _____

SIGNATURE OF IMMEDIATE SUPERVISOR: _____

GRIEVANT'S RESPONSE [to be completed by the grievant within five (5) working days after the decision]:

[] I accept the above decision of the immediate supervisor.

[] I hereby refer the above decision to the Governing Board with reasons detailing non-acceptance at Level I and any relief sought (Level II).

DATE OF RESPONSE: _____

SIGNATURE OF GRIEVANT: _____

E. EMPLOYEE GRIEVANCES

LEVEL II

GRIEVANCE FORM C

REFERRAL TO GOVERNING BOARD

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

GRIEVANT: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

DATE IMMEDIATE SUPERVISOR'S RESPONSE WAS RECEIVED: _____

1. Attached is my grievance dated: _____

2. Attached is my supervisor's response dated: _____

3. I request that this grievance be heard by the Governing Board: _____

4. I do not accept the decision or solution(s) proposed by my immediate supervisor because: _____

5. My proposed solution is: _____

DATE OF REFERRAL: _____

SIGNATURE OF GRIEVANT: _____

F. EMPLOYEE GRIEVANCES

LEVEL II

GRIEVANCE FORM D

RECOMMENDATION OF GOVERNING BOARD

To be completed by the Governing Board within five (5) working days of the hearing.

GRIEVANT: _____

DATE OF INITIAL WRITTEN GRIEVANCE: _____

DATE OF GRIEVANT'S APPEAL RECEIVED BY GOVERNING BOARD: _____

1. Attached is the grievance, the supervisor's response, and the grievant's appeal to the Governing Board.

2. This matter was heard by the Governing Board on: _____

3. The Governing Boards findings are: _____

4. The Governing Boards recommendations is/are: _____

Cc: Grievant
Supervisor
Superintendent

G. EMPLOYEE GRIEVANCES

LEVEL III (Final Action)

GRIEVANCE FORM E

DECISION

To be completed within ten (10) days from receipt of Governing Boards recommendation.

GRIEVANT: _____

DATE OF INITIAL WRITTEN GRIEVANCE: _____

DATE GOVERNING BOARD RECOMMENDATION WAS RECEIVED: _____

1. I have received the recommendation of the Governing Board regarding your grievance dated:

2. My decision regarding your grievance is: _____

DATE OF RESPONSE: _____

SUPERINTENDENT OR GOVERNING BOARD PRESIDENT: _____

cc: Governing Board

Supervisor

**SECTION XII
MISCELLANEOUS INFORMATION**

A. Bulletin Boards

Bulletin boards have been installed to facilitate the postings required by law, and the posting of other business-related material. Personal postings or other notices shall not be placed on bulletin boards except as specifically approved by the Superintendent.

B. Required Postings

The School complies with applicable Federal and State laws and regulations in the posting or publishing of required information. The following notices shall be posted:

1. Federal Required Postings

- a. Equal Employment is the Law.
- b. Fair Labor Standards Act.
- c. Job Safety & Health Protection.
- d. Family Medical Leave Act.

2. State Required Postings

- a. Discrimination is Prohibited.
- b. Arizona Worker's Compensation Law.
- c. Work Exposure to Bodily Fluids.
- d. You Are Covered by Unemployment Insurance.
- e. Safety and Health Protection on the Job.
- f. Arizona Minimum Wage Act.

3. School Required Posting

- a. Designated Corporate Board member's names and contact information.
- b. Designated School Governing Board member's names and contact information.
- c. School calendar.

4. Other Postings

- a. Any other new provision as required by law.

C. Policy Manual

Responsibility

The Superintendent shall be the custodian of the Personnel Manual, and he or she shall maintain the master copy of School's Personnel Policies and Procedures Manual and all appendices thereto, collectively referred to in this chapter as the manual.

The Superintendent shall coordinate all revisions and additions to the manual. He or she shall also maintain a master list of all person(s) or officer(s) to whom manuals have been issued. He or she shall ensure prompt receipt of all revisions and additions to the manual by all persons or offices having copies of the manual.

The Superintendent shall make decisions regarding interpretation and application of policies and procedures dealt with in the manual.

Procedures for Revision

The Corporate Board and Governing Board shall authorize all revisions or additions to the manual.

The Superintendent shall obtain the approval signature of the Corporate and Governing Board's President for any revision or addition to the manual. The signed revision or addition shall be kept in the master copy file. Approved revisions, in standard manual format, shall be reproduced from the originals, and copies shall be distributed to all current holders of the manual. Each copy of the revision shall carry instructions for removing outdated pages from the manual and inserting the revised pages. Each transmittal memo is to be retained in the back of each manual as a record of the revisions.

The Superintendent shall maintain in the master copy file:

1. One copy of all the Governing or Corporate Board Resolutions pertaining to the policies and procedures manual.
2. One copy of the Corporate and Governing Board minutes of every meeting in which manual revisions and/or additions were discussed.
3. The master copy of every sheet removed from the manual during a manual revision.
4. The master of the instructions for each manual revision.
5. A list of all persons to whom revised sheets were distributed for each revision.
6. Any other material relating to manual revisions. Agencies in response to any legal access given by the Superintendent consistent with the confidentiality laws.

**SECTION XIII
FMLA FORMS**

SEE ATTACHED.