

**SANTA FE INDIAN SCHOOL, INC.**  
**HUMAN RESOURCE POLICIES & PROCEDURES MANUAL**



**Approved by the Board of Trustees**

**Last Amended January 16, 2024**

**This policy supersedes previous policy.**

**Superintendent: Christie Abeyta**

# HUMAN RESOURCE POLICIES AND PROCEDURES

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## **INTRODUCTION**

Santa Fe Indian School, Inc. is a tribally controlled grant school for Indian youth in grades seven through twelve. The majority of the students are from the Nineteen (19) Pueblos of New Mexico, as well as other New Mexico tribes and tribes throughout the Southwest.

The School is governed by the Santa Fe Indian School Board of Trustees under Public Law 100-297, Title V, Part B Grant. The Board is appointed by the Nineteen (19) Pueblo Governors and is accountable as prescribed by the Articles of Incorporation and Bylaws.

These Human Resource Policies and Procedures Manual set out the basic policies and procedures for all Santa Fe Indian School employees and programs. These are based on the principle that the role of the Board of Trustees is to establish policies consistent with applicable laws and proper governance of the school and to provide direction and leadership for the school. The role of the Superintendent is to implement the Board's policies and to administer programs. These policies have been developed and adopted by the Santa Fe Indian School Board of Trustees to assure achievement of the school's goals and objectives.

I understand that it is a privilege to work at Santa Fe Indian School. By accepting employment at SFIS, I agree to follow all policies and procedures as set forth by the SFIS Board of Trustees.

The SFIS Board of Trustees is committed to the enforcement of policies promoting a drug-free workplace. That is consistent with the amended federal Drug Free Schools and Communities Act, and as a condition for obtaining and maintaining of employment.

## **CHAPTER I**

### **HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL INTENT, MAINTENANCE AND DEFINITIONS**

#### **GENERAL POLICY**

The Human Resource Policies and Procedures Manual (the Manual) is adopted and approved by the Santa Fe Indian School, Inc. Board of Trustees. The authority for the Manual includes Public Law 93-638, the Indian Self-Determination Act, and Public Law 100-297, the Tribally Controlled Schools Act. The Board of Trustees is the policy making body of the School and employs a Superintendent who has responsibility to implement the Human Resource Policies and Procedures.

The purpose of the Manual is to provide employment standards to be applied in the human resource management of the school. It is the responsibility of all employees to be familiar with the contents of this Manual.

#### **SECTION 1. APPLICABILITY**

Santa Fe Indian School Human Resource Policies and Procedures apply to all employees whether employed in a continuing position by a Letter of Employment or by an Employee Contract except when specifically excluded in this policy. Individuals retained on a consultant contract or retainers are not considered employees and are not covered under these Human Resource policies.

#### **SECTION 2. MANUAL MAINTENANCE/DISSEMINATION**

The Human Resource Director (HR Director) is the person charged with the responsibility for maintenance of the Human Resource policies manual. All program directors/coordinators shall maintain an updated copy of the Manual that is accessible to department employees. The HR Director is responsible for providing a copy of the Manual, amendments and revisions, as they occur, to program administrators.

### **SECTION 3. CLARIFICATION OF POLICY AND PROCEDURE**

It is the responsibility of the HR Director, to clarify the meaning and intent of the Manual. Should any policy and procedure require further clarification, the HR Director may consult with the Superintendent.

### **SECTION 4. REVISION AND AMEDEMMENT**

All policy revisions and amendments shall require approval of the Board of Trustee.

### **SECTION 5. HUMAN RESOURCE RECORDS (Personnel Records)**

Human Resource records are the property of the School and shall be maintained by the Human Resource Department. Human Resource files and information shall be confidential and may not be divulged for purposes not related to the School Human Resource management system except with the written permission of the employees involved. Nothing herein shall prevent the dissemination of statistical information. Unauthorized disclosure of confidential personal information may result in immediate dismissal.

### **SECTION 6. DEFINITION OF TERMS**

- A. **Key Administrators:** These positions include the following: Superintendent, Chief Financial Officer, all Program Directors: Director of Instruction, Dean of Students, Director of Student Living, Director of Planning and Evaluation, Director of Facilities Management, Support Services Director, Human Resource Director and Director of Trust Land Management.
- B. **Program Coordinator:** Any employee charged with management responsibility for a program or department under the supervision of the key administrator.
- C. **Class or Job Category:** A group of positions that involve similar duties and responsibilities require similar qualifications, and which are properly designated by a descriptive common title indicating the general nature of the work. A class may include only one position in some circumstances.
- D. **Classification:** The aggregate arrangement of classes or job categories documented by class specification, title, job description and qualifications for employment.
- E. **Demotion:** A change in employment status from one position to another with a lower entrance salary and/or less job responsibility and/or authority.
- F. **Exempt Employee:** Administrative and professional employees as defined by the Fair Labor Standards Act are exempt employees and are exempt from minimum hourly wage and overtime requirements.
- G. **Non-Exempt Employees:** Positions not considered and/or defined as exempt under the Fair Labor Standards Act.



- H. **Promotion:** Change in status of an employee from one position to a position of a higher entrance salary and/or increased job responsibility and authority.
- I. **Transfer:** Movement of an employee from one position to another in the same class or job category with no change in the entrance salary.
- J. **Equal Employment** Equal Employment Opportunity prohibits discrimination against any person(s) in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of Human Resource administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations or because of race, sex, color, national origin, marital status, sexual orientation, age, disability, or other non-merit or bonafide job related factors is prohibited.
- K. **Indian Preference** As permitted by Section 703(:) of Title VII of the Civil Rights Act of 1964, as amended, Public Law 93-638 (Indian Self Determination Act, as amended) and Public Law 95-561 (Indian Education Act, as amended), preference in hiring and promotion, will be given to an Indian applicant when the Indian and non-Indian candidate are equally qualified.
- L. **Immediate Family** Immediate family consists of father, mother, brother, sister, daughter, son, husband, wife, parents-in-law, brothers-in-law, son-in-law, daughter-in-law, sisters-in-law, stepmother, stepfather, stepbrother, stepsister, stepdaughter, stepson, legally adopted children, grandfather, grandmother, grandchildren, aunts, uncles, first cousins, nephews, and nieces.
- M. **Contract Employees:** Permanent full time or part time employees who work a set number of days and work hours based on the position.
- N. **School Property:** means any SFIS land and all buildings on it, and any SFIS owned/leased vehicles and any other SFIS-approved vehicle used to transport students/staff to and from SFIS activities or for SFIS business.
- O. **School programs:** means any SFIS sanctioned activity, event or function, on or off school premises where students are under the jurisdiction of the Board of Trustees; or during any period of time school employees are supervising students on behalf of SFIS or are otherwise engaged in school business.
- P. **Substance Use/Abuse:** means the unauthorized possession, distribution, dispensing, manufacture, sale, or use or being under the influence of controlled substances that are identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812 (United States Code, Title XXI, Chapter 13) or its implementing regulations, 21 C.F.R. §§ 1308.11 to 1308.15, where the use is neither authorized by law nor a valid prescription, or the misuse of a legal substance, including but not limited to prescription drugs, that may affect an individual's ability to perform his or her job in the workplace in a safe, adequate and secure manner. Substance abuse also shall include the unauthorized use or possession of, or being under the influence of, alcohol or alcoholic beverages and imitation controlled substances as defined in NMSA 1978, § 30-31A-1 or other look-alike drugs in the workplace.
- Q. **Controlled substances:** means any drug or substance identified in Schedules I through IV of the Controlled Substances Act or its implementing regulations and includes, but is not limited to, marijuana, barbiturates, anabolic steroids, cocaine (including crack), amphetamines, heroin, PCP, hallucinogens, and certain prescription drugs.

R. **Workplace:** includes employee activities on and off school premises, at school programs or while occupying school vehicles or other vehicles during school programs.

S. **Designated Employee Representative (DER):** School official who will answer questions regarding random drug testing and will also be the point of contact.

T. **Reasonable suspicion:** means reasonable belief, based upon observations made during, just preceding or just after the period of the day during which this policy applies, that the employee's behavior, speech, odor, or appearance is indicative of substance abuse. Circumstances that give rise to reasonable suspicion of substance abuse may include, but are not limited to:

1. Observed use, possession or sale of illegal drugs and/or use, possession sale or abuse of alcohol, and/or the illegal use or sale of prescription drugs or over the counter drugs;
2. Apparent physical state of impairment of motor functions;
3. Marked changes in personal behavior not attributable to other factors;
4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury;
5. Violations of criminal drug law statutes, involving the use of illegal drugs, alcohol, or prescription drugs and/or violation of drug statutes.

U. The medical review officer will certify the receive laboratory confirmed urine drug test results; determine whether there is a legitimate medical explanation for a laboratory-confirmed positive, adulterated, or substituted result; and review and report a verified result to the employer in a timely and confidential manner. Receive laboratory confirmed urine drug test results. The MRO is part of the agency that will conduct the random drug testing. Only inconclusive results will be certified by the MRO. MRO is not an employee of SFIS.

## **CHAPTER II**

### **VACANCIES AND RECRUITMENT**

#### **GENERAL POLICY**

Santa Fe Indian School follows the principles of Indian Preference and sound Human Resource practices as established by the Board of Trustees.

Certain job categories and/or positions may require select employment factors based on age, sex, or physical requirements of the job. These factors constitute a bona fide occupational qualification and shall not be applied in a manner which contradicts the School's application of Indian preference.

#### **SECTION 1. INDIAN PREFERENCE**

It shall be the policy of Santa Fe Indian School to actively recruit and hire qualified Indian candidates for all positions. In the event that an Indian applicant and non-Indian are equally qualified the Indian applicant shall receive preference over non-Indian applicants. Santa Fe Indian School shall comply

with all applicable laws regarding preference in hiring including but not limited to the Indian Self-Determination Act, Public Law 93-638 and amendments thereof, Indian Education Act, Public Law 95-561.

## **SECTION 2. ESTABLISHMENT OF THE STAFFING PLAN**

The Superintendent shall annually establish a staffing plan specifying the number of positions, job titles, and descriptions. The Human Resource Director shall maintain a record of the approved staffing plan. Any recommended revisions shall be taken to the Board of Trustees for approval.

## **SECTION 3. ESTABLISHMENT OF THE CLASSIFICATION PLAN**

It shall be the responsibility of the Human Resource Department to maintain an employment classification plan which, to the extent feasible, accurately classifies every regular position within the School.

## **SECTION 4. VACANCIES**

The method used in advertising a vacancy will be determined according to the type of position and/or need(s) of the School. Distribution of advertisement notices will include Board of Trustees members, the Nineteen (19) Pueblo tribal offices, other Indian tribes/organizations, and local newspapers. Each announcement will include job title, job responsibilities, qualifications, application deadline and statement of Indian Preference. Prior to advertisement, a key administrator must consult with and provide a written justification to the Human Resource Director. Approval by the Superintendent is required for all position descriptions prior to advertising.

A vacant position will not require advertisement when a qualified individual who has been laid off is available, or when an emergency exists requiring the services of personnel not otherwise available. Approval by the Superintendent is required for all position descriptions prior to advertising or hiring.

## **SECTION 5. JOB APPLICATIONS**

Applications for positions shall be submitted on forms provided by the School's Human Resource Department. A resume or vitae can be attached to a completed application form. Postmarked applications on or prior to closing date shall be accepted.

Applicants for positions must provide official transcripts or other original documents as required. When required, licensure, certification and/or degree(s) must be from an accredited college, university and/or program and must be provided within 90 calendar days from the initial date of hire. All information submitted with the application is subject to verification. Failure to provide official transcripts or documents defined in this paragraph may be grounds for disqualification and/or termination.

## **SECTION 6. NEPOTISM**

The immediate family of a current school employee shall not be employed in a position that places one or the other as the immediate supervisor. In addition, an immediate family member shall not be involved in the selection process of an applicant. The Superintendent may apply the nepotism policy in the case of other relationships when failure to do so would be detrimental to the School.

## **SECTION 7. DISQUALIFICATION OF APPLICANTS**

An applicant shall be disqualified from employment consideration on reasonable grounds related to job requirements, bona fide occupational qualifications, and/or for the following:

- A. Not meeting the qualifications required for performance of the job duties and requirements;
- B. Making a false statement or failure to disclose information or facts on the application form or attachment or otherwise making a misrepresentation.
- C. Committing or attempting to commit a fraudulent act at any point in the application process;
- D. Not legally permitted to work in the United States.
- E. Has been convicted of a felony, or any misdemeanor relating to criminal conduct involving a minor.
- F. Failing a background check.

## **CHAPTER III**

### **SELECTION AND HIRING**

#### **GENERAL POLICY**

Selection and hiring of employees shall be based on individual qualifications, job requirements and the needs of the School.

No staff or representative of the School, except the Superintendent or his/her designee, has the authority to enter into any agreement for employment.

#### **SECTION 1. POSITION OF SUPERINTENDENT**

The Board of Trustees selects and hires the Superintendent. The Board of Trustees may negotiate a contract with the Superintendent for a term not to exceed five years to expire June 30, the end of the school contract year.

#### **SECTION 2. SELECTION PROCESS – KEY ADMINSTRATOR**

The establishment of a new position shall be approved by the Board of Trustees. The authority to recruit and make selections for these positions is delegated to the Superintendent. The Superintendent may opt to employ any/or all Key Administrators on a contract basis. The length of any such contract(s) shall not exceed the expiration of his/her current contract.

#### **SECTION 3. SELECTION PROCESS – ALL OTHER POSITIONS OTHER THAN KEY ADMINISTRATOR**

For position vacancies advertised these steps must be followed:

- A. The HR Director classifies applicants as being qualified or unqualified. A referral list containing the names of all qualified applicants will be forwarded to the Key Administrator and/or Program Coordinator with a notation as to which applicants qualify under Indian Preference. All applicants who meet qualification requirements for the position shall be considered qualified applicants. A record shall be maintained of unqualified applicants and the qualification requirements which eliminated them from consideration.

- B. The Key Administrator/s may convene an advisory committee to rank applications and to interview selected applicants. The Key Administrator/s shall make a recommendation for hire to the Superintendent.
- C. The Superintendent approves or disapproves the recommendation and makes the final selection for hire.

#### **SECTION 4. HEALTH EXAMINATION(S)**

A person selected for potential employment may be required to undergo a health examination as a prerequisite for employment. The health examiner may be determined by the School. The purpose of the examination shall be to determine ability of the candidate to perform job duties and responsibilities. In such instances, the decision to employ will be based on the examination results.

The applicant/candidate shall bear any expense in meeting this requirement. Upon the successful completion, the applicant will be reimbursed for the expense.

#### **SECTION 5. BACKGROUND INVESTIGATION**

In order to protect the safety and security of all students and protect the property of the School, the Santa Fe Indian School will require a potential employee or volunteer to submit to a criminal background check as a condition for employment or appointment. In addition, the school may require an existing employee or volunteer to re-submit to a periodic criminal background check.

The Indian Child Protection and Family Violence Prevention Act (Public Law 101-630) requires all Indian tribes or Tribal organizations receiving funds under the authority of the Indian Self-Determination and Education Assistance Act or the Tribally Controlled Schools Act of 1988 must:

- 1) Compile a list of all authorized positions which involve regular contact with or control over Indian children,
- 2) Prescribe minimum standards of character which each individual must meet to be appointed to such a position,
- 3) Conduct a background investigation for individuals whose duties and responsibilities would allow them regular contact with or control over Indian children, and
- 4) Employ only individuals who meet minimum standards of character as outlined in 25 CFR Subpart B, §63.12 and as adopted by SFIS.

Santa Fe Indian School will:

- (1) Conduct a background investigation on each individual who is employed, or is being considered for employment in a position that involves regular contact with, or control, over Indian Children, (including subcontractors, vendors). SFIS reserves the right to conduct our own background checks, this may include the use of private firms, or request the Office of Human Resource Management to conduct investigations on behalf of the School,
- (2) Employ only individuals who meet established standards of character,
- (3) Establish policies and procedures for provisional employment,
- (4) Re-investigate current employees and volunteers every five (5) years or as deemed necessary at any time,
- (5) Utilize the United States Office of Human Resource Management to conduct the FBI fingerprint checks or a qualified contractor, and
- (6) Identify, appoint and train a School staff individual/s to act in the capacity of adjudication officer. This official must first have been the subject of a favorable background investigation.

## **SECTION 6. DRUG TESTING**

An applicant recommended for hire will be required to undergo a mandatory drug test to determine the illegal use of narcotics, drugs, or other controlled substances. Failure of a drug test will disqualify the applicant for hire.

## **CHAPTER IV**

### **PAY SCHEDULE**

#### **GENERAL POLICY**

Santa Fe Indian School employees are paid biweekly or as determined by management.

#### **SECTION 1. PRO-RATED SALARY**

Only permanent/full-time employees who begin work after the first day of the school year prior to January 1 of each school year are paid their salary pro-rated over the remainder of the contract period as determined by the pay period schedule. Contract/Letter of Employment employees who begin work after January 1 shall receive a non-prorated salary until the end of the school year.

#### **SECTION 2. PAYROLL ADVANCE(S)**

An employee may request one payroll advance per school year. A request must be submitted through the Key Administrator to the Superintendent for approval. The payroll advance is normally issued within five working days. Payroll advances shall not exceed 50% of the employee's net pay for the next pay period and shall be deducted in full by the following pay period.

Contract/Letter of Employment employees may request in writing their summer pay be paid within one week after completion of their contract period.

#### **SECTION 3. REGULAR DAY OFF ON PAY DAY**

Employees who are not scheduled to work on a payday may receive their paycheck on their last working day before the scheduled payday.

#### **SECTION 4. SCHOOL-WIDE EARLY RELEASE OF PAYCHECKS**

The Superintendent may authorize the early release of paychecks for all employees prior to school breaks, holidays and/or special events.

#### **SECTION 5. RELEASE OF PAYCHECKS TO OTHERS**

The release of an employee's paycheck to a person other than the employee or designated department timekeeper requires a dated written signed statement by the employee.

#### **SECTION 6. CHECK CASHING DEADLINE POLICY**

All Santa Fe Indian School checks, payroll or otherwise, will have a life of 180 days. Checks not cashed within 180 days of issuance date will be null and void. SFIS will not be financially liable to pay checks after 180 days.

## CHAPTER V

### EMPLOYMENT STATUS

#### GENERAL POLICY

Amended and approved by the SFIS Board of Trustees on July 12, 2013.

An individual's employment status and method of employment determines eligibility for fringe benefits, leave accrual, probationary requirements and the number of days of employment worked annually.

Employees are classified as regular or temporary; full time or part-time; exempt or non-exempt. Employees shall be offered employment via a contract; certified or non-certified contract. Each employee will have a signed contract on file no later than 15 calendar days after the contract start date.

Contracts shall apply to degreed and/or non-degreed staff including, but not limited to directors, supervisors, teachers, para-professionals, professional administrative positions, student living advisors, residential advisors, technicians, security staff, facilities staff, and food service workers.

Employee Action Notices (EANs) shall be used with all employees when changes to original contract need to be made. Copy of EAN will be attached to original contract.

#### SECTION 1. REGULAR EMPLOYEE(S) FULL-TIME AND PART-TIME

Regular employees work full-time or part-time. Regular full-time employees are scheduled to work no less than 40 hours per week and no less than four days per week. Regular part-time employees work less than 40 hours per week. Regular part-time employees are eligible for proportionate benefits subject to health care and retirement eligibility requirements.

#### SECTION 2. TEMPORARY EMPLOYEE(S) FULL-TIME AND PART-TIME

Temporary employees are those employed to work for a stated definite period of time in a vacant regularly established position or in a non-continuous position for which there is a short-term need. Temporary employees may be hired full-time or part-time.

Temporary employees do not serve a probationary period and are not eligible for benefits, leave accrual or holiday leave. Temporary employees may be hired from a temporary position to fill a permanent position. Termination may occur at any time without cause and without appeal rights.

#### SECTION 3. BENEFIT ELIGIBILITY

Regular full-time employees and regular part time employees who work 30 or more hours per week are entitled to the following benefits: Medical, Dental, Vision, Life and Disability Insurance, Cafeteria Plan, Retirement Plan, holidays or scheduled school breaks, annual or personal leave, sick leave, and any other benefits which may be approved by the Board of Trustees. Employees working less than thirty (30) hours are not eligible for benefits. All employees who work less than 30 hours per week are covered by Workers Compensation.



## **CHAPTER VI**

### **PROMOTIONS, TRANSFERS AND NON-DISCIPLINARY DEMOTIONS**

#### **GENERAL POLICY**

The School recognizes the importance of offering promotions from within the School. This policy provides an opportunity for eligible and qualified employees to advance within the School before consideration is given to outside applicants. It will enable the School to fully utilize the talents of its internal work force and thereby retain qualified staff. Employees should be considered for transfer whenever both the interests of the School and the employee are served.

#### **SECTION 1. PROMOTIONS**

New and vacant positions will be filled from within the School by promoting qualified employees on a competitive basis whenever possible.

Subject to available funding, a newly-promoted employee will receive compensation at the range that will provide an increase over that received in the previous classification. Contract/Letter of Employment employees will be placed at the range based on verified education and experience.

#### **SECTION 2. TRANSFERS**

Transfers require the approval of the Superintendent.

#### **SECTION 3. VOLUNTARY DEMOTIONS**

Regular full-time or part-time employees who have successfully completed probation can be administratively reassigned to a lower level position at employee's request or as an alternative to lay-off action. Voluntary demotions shall not disqualify the employee from consideration for later promotion. If an employee is demoted during the school year, the employee's salary will remain unchanged until the new contract at the beginning of the new school year. Demotions require the approval of the Superintendent.

## **CHAPTER VII**

### **PROBATION**

#### **GENERAL POLICY**

A probation period of one year from date of hire is required for all new employees. A performance evaluation will be completed on the employee which will determine the employee's eligibility for regular employment status.

#### **SECTION 1. DEFINITION OF NEW EMPLOYEE**

A new employee is one who has not been employed by the School for at least one year prior to his/her current employment or an employee hired for the first time.



## **SECTION 2. UNSATISFACTORY JOB PERFORMANCE DURING PROBATION**

A probationary employee may be terminated, transferred or demoted at any time during the probationary period and for any reason.

A promoted employee may be returned to his/her previous position if the position remains available in the event that the employee is unsuccessful in meeting the job requirements of the new position. A promoted employee who is performing unsatisfactory may be subject to immediate termination. The employee shall not be disqualified from consideration for later advancement.

A new employee failing probation shall have no right of appeal except on the basis of an equal employment violation. An employee serving a probation period as the result of promotion, transfer or demotion retains the right of appeal.

## **SECTION 3. BENEFITS DURING PROBATION**

During the probation period, regular full-time and part-time employees accrue leave and fringe benefits as determined by their employment status. Insurance benefits are subject to carrier stipulations.

## **SECTION 4. EVALUATION DURING PROBATION**

Prior to the end of the probationary year, the supervisor shall complete a performance evaluation on the probationary employee for the purpose of determining their eligibility for regular employment status. In the event that the employee's performance is not satisfactory, the employee shall receive in writing areas that are in need of improvement and suggestions for improvement. If the unsatisfactory performance is not resolved; the supervisor shall recommend that the employee not attain regular employment status. In the event that more time is needed for the employee to satisfactory meet job performance requirements, the supervisor may extend the probation period for another year. Should job performance remain unacceptable, employment can be immediately terminated.

## **SECTION 5. COMPLETION OF PROBATION**

An employee who successfully completes his/her probation becomes a regular employee. At the end of the probationary period, a written notification will be provided to the employee by the Human Resources Department.

## **CHAPTER VIII**

### **PERFORMANCE EVALUATIONS**

#### **GENERAL POLICY**

Performance Evaluations are given to provide the employee with a clear understanding of how their job performance is perceived by management and to provide employees a structured opportunity to discuss problems and concerns.

## SECTION 1. SUPERINTENDENT

The Superintendent is evaluated by the Board of Trustees on a schedule established by the Board of Trustees or as may be described in the contract between the Board of Trustees and the Superintendent.

## SECTION 2. EVALUATION SCHEDULES

Regular full-time and part-time employees shall receive an annual evaluation within one month of their anniversary date of employment for the first three years. After three years of employment job performance evaluations will be completed at the discretion of the supervisor but not less than once every three years. In the event that a performance evaluation is not completed, the evaluation will automatically be presumed to be satisfactory. A supervisor may evaluate an employee at any time. A copy of the completed and signed evaluation will be included in Human Resources file.

Each employee shall be provided a copy of the evaluation. The supervisor will discuss the evaluation with the employee and address any deficiencies and recommend improvements in performance as necessary.

## CHAPTER IX

### LEAVE (Amended June 1, 2018)

#### GENERAL POLICY

Accrual and use of leave is a fringe benefit for regular full-time and part-time contract employees. Temporary employees, including those hired on an emergency basis, do not accrue any type of leave. Permanent part-time employees who are scheduled to work 30 hours or more accrue leave on a pro-rated basis determined by the number of hours scheduled to be worked. Employees who are scheduled to work less than 30 hours per week do not accrue leave.

Leave is any absence during the employee's assigned hours to work and can be with or without pay. Leave use requires supervisor approval and cannot be transferred from one employee to another. Advance of any type of leave is prohibited. All leave shall be used in 0.5 hour increments. Approval or denial of Annual Leave or Personal Leave will be done within 3 business days by their immediate supervisor. It is the responsibility of the requestor to check if leave has been approved or denied using the current SFIS employee self-service portal. (Amended June 1, 2018)

#### SECTION 1. TYPES AND ACCRUAL OF LEAVE (Amended June 1, 2018)

##### A. Annual Leave

Annual leave is accrued by regular, full-time and part-time employees who work year round. Regular full-time employees accrue annual leave at the rate of 5.54 per pay period for the first five years of employment and at the rate of eight (8) hours per pay period for the sixth year through the fourteenth year of employment and 9.85 hours per pay period on the fifteenth year and thereafter. Employees who are not year round employees do not accrue annual leave. Reference page 26, #9 for annual leave accrual information

Annual Leave: Yr Round Employees (26 Pays)		Hrs Per Year	Hrs/Pay Period
1-5 Years	9 Days per Sem (72 Hrs)	144	5.54
6-15 Years	13 Days per Sem (104 Hrs)	208	8.0
15 + Years	16 Days per Sem (128 Hrs)	256	9.85

**B. Sick Leave**

Sick leave is earned by regular, contract, letter of employment and year round employees. Sick leave is granted to year-round employees at the rate of twelve days per year. Contract and letter of employment employees are granted sick leave at the rate of five days per 18-week semester. Contract employees who are employed less than 220 days or more per year are granted sick leave at the rate of five day per semester. Contract employees who are employed for 220 days or more per year are granted sick leave at the rate of 6 days per semester. Sick leave may be authorized when an employee is incapacitated by illness or injury; for medical, dental, optical appointments; when the employee's work attendance jeopardizes the health of other employees. Sick leave is approved and charged at no less than half-hour increments. When an employee's sick leave has been exhausted, the use of accrued annual leave or personal leave may be used in lieu of sick leave.

Sick Leave	Hrs Per Sem	Hrs Per Year	Hrs Accrued Per Pay Period
184 – 219 Day Employees	40	80	3.6 hours (22 Pay periods)
220 – 260 Day Employees	48	96	3.7 hours (26 Pay periods)

**C. Personal Leave Amended on June 1, 2018**

Accrual of personal leave is provided per the current approved leave schedule. Personal leave must be requested three days in advance and approved by the supervisor and must be taken in half-hour increments. Year round employees do not earn personal leave. The remaining balance of Personal leave is paid upon termination of employment. Hours in excess of 40 hours of unused personal leave as of June 30 will be transferred to sick leave. Personal Leave is accrued as follows:

Work Days	Personal Leave Days Earned
260 Day Employees	No Personal Leave Earned (0 days)
184-201 Employees	Six(6) Days/school year (48 hours)
<u>202 – 230 Employees</u>	<u>Seven (7) Days/school year (56 hours)</u>

**D. Voting Leave.**

1. On election days, school employees who are registered to vote may be given two hours of leave to vote. The two hours leave shall be on a schedule determined by the immediate supervisor.
2. Employees whose workday begins after 10:00 a.m. or employees whose workday ends no later than 4:00 p.m. shall not be eligible for such leave.

**E. Military Leave**

Military leave is available to an employee who is a member of any reserve component of the Armed Force of the United States for a period not to exceed 15 days in any school year. In the event the training is optional to the employee, the time shall be designated at the discretion of the supervisor. Military leave is leave without pay. Copies of the official military orders must be provided to the supervisor and Human Resource Director at the time of request for leave.

**F. Jury Duty Leave**

Jury duty leave is granted when necessary and is with pay minus the amount paid by the courts for the employee's service. In the event the employee's absence is detrimental to the School, the supervisor and employee will ask the court for release from jury duty.

#### G. Holiday Leave

Regular employees working year round receive the following holidays with pay: New Year's Day, Kings Day, Presidents' Day, Good Friday, Easter Monday, Independence Day, All Saints Day, Thanksgiving Day, Christmas and One Day for Annual Feast, per school year.

In addition, holiday leave has the following provisions:

If essential school functions must be maintained which cause an employee to work on a holiday, an exempt employee will be given the opportunity to take the holiday leave within 30 calendar days following the designated holiday.

A non-exempt employee who works on a designated holiday at the request of the supervisor shall be paid at the rate of double time.

Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed the following Monday.

An employee absent without leave (AWOL) on the working day immediately preceding or following a designated holiday shall lose pay for the holiday and for the day or days absent without leave.

#### H. Educational Leave (Without Pay)

Educational leave without pay may be granted when it is to the mutual benefit of the School and employee. An employee may use annual and/or personal leave for educational purposes. Educational leave requests shall be submitted to the Human Resources office through the respective key administrator and require approval by the Superintendent. Educational leave without pay may be granted for travel and classroom time, not to exceed 40 hours per school year. Employees receiving this type of leave must be employed by the school for a minimum of three years prior to leave. The School may provide financial assistance based on actual cost of tuition, books, and fees; based on availability of funds. The employee must provide documentation of educational credits and receipts for financial assistance received to the Human Resource Director and meet all special school stipulations.

#### I. Tribal Appointment Leave

Eligible employees may be granted leave to serve in the positions of Tribal Governor, Lieutenant Governor or other key leadership positions when they have been designated to serve and cannot reasonably decline it. The employee must submit employee request for tribal leave in writing and must also submit a letter of appointment from the pueblo which indicates type of tribal appointment and duration of such designation. Tribal Appointment Leave requires the approval of the Superintendent and the Board of Trustees.

To be eligible for Tribal Appointment Leave, a regular employee must have completed his/her one (1) year probationary period and demonstrated full satisfactory performance. Part time employees, tutors, emergency hires and temporary employees are not eligible for the leave.

1. Period of Tribal Appointment Leave – The period of Tribal Appointment Leave must be consistent with the designated term of office and may vary between one and two year appointments depending on the tribal pueblo appointment rules.

2. Benefits During Tribal Appointment Leave – The Superintendent will approve employee-only health benefits, limited to major medical coverage, if benefits are not provided by the pueblo/tribe. The employee must submit a request for health coverage in writing within thirty (30) days of appointment
  3. Leave During Tribal Appointment Leave – Employees on Tribal Appointment Leave do not accrue any type of leave. The employee may opt to be paid for unused personal and annual leave at the time of tribal leave.
  4. Compensation During Tribal Appointment Leave – Employees on Tribal Appointment Leave receiving a tribal salary which is less than the salary the employee was receiving from SFIS prior to the tribal appointment will receive compensation from SFIS based on years of service. This amount will be calculated by subtracting the tribal salary from the employee's annual base salary at time of Tribal Appointment Leave. The amount SFIS will pay will be limited to the following maximum and will not exceed the employee's current Santa Fe Indian School salary:
    - a. Less than two (2) years of service: up to 25% of annual base salary
    - b. Two (2) years to five (5) years of service: up to 40% of annual base salary
    - c. Six (6) years of service or more: up to 50% of annual base salary
  5. Salary Upon Return From Tribal Appointment Leave – Upon completion of Tribal Appointment Leave, the employee may be reinstated at the same salary level at departure and into the same or equivalent position he/she held at the time of tribal appointment. The salary will be adjusted for any salary increases or cost of living adjustment which may have occurred during Tribal Appointment Leave.
  6. Subsequent Appointment – If an employee returns to work status upon completion of Tribal Appointment Leave and is subsequently designated to serve as Tribal Governor or Lieutenant Governor, the request for leave will be treated as a new request.
  7. Tribal Appointment Leave on an as Needed Basis – For employees appointed to tribal positions which do not require absence from their job all year, the Superintendent may grant leave for days needed at his/her pueblo on a case by case basis. Employees whose spouse is appointed to a tribal position may also request leave to provide support to their spouse. A letter from the Governor making the request shall be submitted to the Superintendent for approval. Leave on an as needed basis, if approved, would be with pay. Compensation will be based on the following:  
Compensation During Tribal Appointment Leave will be applied to Leave on an as Needed Basis.
    - a. Less than two (2) years of service: up to 25% of annual base salary (using daily rate).
    - b. Two (2) years to five (5) years of service: up to 40% of annual base salary (using daily rate).
    - c. Six (6) years of service or more: up to 50% of annual base salary (using daily rate).
- J. Sabbatical Leave
- Sabbatical Leave up to one year may be granted to employees for the purpose of professional advancement to include engaging in research or writing for publication and/or to further their education which will benefit the employee and the School. Sabbatical leave shall require six years of consecutive full time employment with the School. Requests for sabbatical leave may include a statement of financial need submitted through the

employee's immediate supervisor to the Superintendent. Sabbatical leave requires the approval of the Board of Trustees. Compensation during sabbatical leave shall not exceed one-third of the employee's salary but must include continuation of health benefits in accordance with carrier provisions.

A condition of the leave approval is the agreement in writing of the employee to return to the School following the sabbatical leave and to remain with the school for a period of two school years. In the event that this condition is not met, the employee agrees to repay all salary received from the School during the sabbatical period.

February 1 is the deadline for sabbatical leave applications. Successful candidates will be notified, in writing, of their approval by the Superintendent no later than April 15. Upon return, the employee will be reinstated in his or her former position. The employee's position may be temporarily filled during the sabbatical. In the event the position does not exist due to budgetary constraints, the employee will be reinstated in a position for which the employee qualifies.

K. Worker's Compensation **Amended 11/8/19**

Worker's compensation can be granted to an employee injured in the course of employment. The duration of work absence shall not exceed thirty calendar days without written certification that the employee is not able to work by a state licensed physician. An employee may use sick, annual or personal leave for the first seven working days of occupational disability or injury leave. Thereafter, provisions of the Worker's Compensation Insurance Program apply. An employee may use sick, annual or personal leave to pay the difference. However, if a determination is made that negligence on the part of the employee contributed to the cause of the disability or injury, no benefits shall be paid. The following applies:

- a. An employee applying for occupational disability or injury leave shall be required to be examined by a physician retained by Santa Fe Indian School Worker's Compensation carrier.
- b. An employee who fails to report any injury occurring in the line of duty, however minor the injury, to his or her supervisor within three working days and refuses to take first aid treatment may be found ineligible for worker's comp disability. An employee or in the event that an employee is incapacitated, the employee's supervisor must report any injury occurring in the line of duty within three days of the date of injury to the Human Resource Department on forms provided for that purpose.
- c. School employees are covered by provisions of the Worker's Compensation Law and in cases not covered by this section or policies, provisions of the Worker's Compensation Program apply.
- d. Employee may be subject to drug test.

L. Bereavement Leave

Bereavement leave may be granted for up to four days per school year. Any additional days will be deducted from personal leave, annual leave and/or leave without pay.



#### M. Leave Without Pay

Leave without pay may be approved by an employee's supervisor up to a period not to exceed thirty calendar days. Approved leave without pay beyond thirty days requires the approval of the Superintendent. Leave without pay may be granted when annual, sick or personal leave has been exhausted by the employee. Leave of any type is not accrued by an employee on leave without pay. LWOP up to one year or leave of absence may be granted to employees upon request and approval by the Superintendent. Leave of absence may be extended for one year by the Superintendent upon request by the employee. Abuse of LWOP may be grounds for disciplinary action and/or termination.

#### N. Absence Without Leave (AWOL)

Absence without leave is when an employee fails to report to work or fails to remain at work without providing required notification and/or obtaining proper approval. An employee absent without leave from work shall not be paid for the time of absence and may receive disciplinary action. An employee's absence without leave for 16 consecutive work hours of the employee's work schedule constitute abandonment of duties which may result in termination of employment.

- O. **School Business Leave:** Is used when an employee is responsible for taking and supervising students on a school related field trip, and/or activity, or when an employee is representing the school in an official capacity. School Business Leave requires approval by the supervisor/director. Employees taking school business leave from a primary position to fulfill secondary position responsibilities requires approval by the secondary director and the primary supervisor/director. An employee who utilizes School Business Leave shall still be responsible to adhere to SFIS HR Policies while using this leave, and when approved will not require the use of personal, annual or LWOP. School Business Leave applies to both exempt and non-exempt employees. **Process:** Employee's should complete a paper leave form and submit to their secondary supervisor/director for signature, and request for appropriate required time, this should then be submitted to the primary director for approval and time recording. **New Policy 11/8/19**

## SECTION 2. FAMILY MEDICAL LEAVE ACT (FMLA)

### FMLA LEAVE

#### A. Purpose

Family and Medical Leave Act (FMLA) qualifies employees up to 12 weeks of unpaid leave per year for the birth, adoption or care of a child, care for a spouse or parent with a serious health condition, or when the employee is unable to work because of a serious health condition or in circumstances when leave is necessary to care for a military service member.

#### B. Eligibility

1. An employee is entitled to 12 work weeks of family leave during any 12-month period. An employee is anyone who was employed by the School on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52 weeks. This excludes authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship. If both parents of the child are employed by the School, they together are entitled to a total of 12 weeks of leave.
2. An employee may take up to twenty-six (26) work weeks during a single twelve month period to take leave for a covered service member with a serious injury or illness. Any other leave which is qualifying FMLA leave is subject to proportionate reduction in leave entitlement if taken in the same 12-month period.

(Example: If an employee takes 16 work weeks to care for a covered service member and requests additional FMLA qualifying leave, such as leave for the birth of a child, the eligible employee would be entitled only to 10 additional work weeks of leave within a single 12-month period)

3. Spouses who are eligible for FMLA and are both employed by the School are limited to a combined total of 12 work weeks in a single twelve-month period for leave to take care of a parent with a serious health condition or for the birth or placement of a child or a combined 26 work weeks if leave is required to care for a service member with a serious medical condition. For other FMLA qualifying reasons, each spouse may take up to 12 work weeks in a 12-month period.
4. If an eligible employee takes intermittent FMLA leave or works on a reduced schedule, the School may temporarily transfer the employee to an alternative position with the same pay and benefits.

#### C. Reason for Leave

The FMLA leave may be taken for the following reasons:

1. Incapacity due to pregnancy, prenatal care or childbirth.
2. The birth and care of a newborn child of an employee. Leave taken must be within 12 months of birth or adoption or foster care placement. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability.
3. The care of an employee's child, spouse, or parent who has a serious health condition. "Serious health condition" is one caused by injury, illness, impairment, or physical or mental condition which involves continuing treatment by a health care provider. FMLA leave will be granted to only one parent at a time. The School will require certification by a health care provider of the employee's need for family leave.
4. The employee's own serious health condition. The School will require certification of the condition by a health care provider.
5. Because of a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is a covered military member on active duty or called to active duty status in support of a contingency operation.
6. To care for a covered service member who is the employee's spouse, son or daughter, parent, or next of kin.

#### D. Notification Requirements

Employees must give written notification to their supervisors of their intent to use FMLA leave 30 days in advance if the need for leave is foreseeable based on expected birth, placement for adoption, foster care or planned medical treatment. If the event is unforeseeable, notification of leave must be given at the earliest opportunity and written notification given within two days.

#### E. Leave

FMLA leave may be unpaid; however, the employee is permitted to use accrued paid annual leave, personal leave, or sick leave for all part of the period of leave.



An employee who wishes to extend a paid leave period with unpaid FMLA leave will meet requirements and certification requirements which will apply as of the first day of the first day of the leave period. FMLA may be taken for one continuous period or taken intermittently.

F. Medical Certifications: Original Medical Certifications issued by the healthcare provider of the employee or employee's family member shall be provided at the time the notice of leave is submitted or within five (5) business days thereafter, or, if the leave is unforeseen, within five (5) business days after the leave commences. All certifications shall be provided to the Human Resource Director.

G. Health Benefits

Health benefits provided under the School group plans will be continued for the duration of FMLA leave. If the employee fails to return from leave, the employee may be required to reimburse the School for all premiums paid during the leave.

H. Return from Leave

Upon returning from FMLA leave, the employee is entitled to be returned to the same position previously held or to an equivalent position with equivalent employment benefits and conditions of employment.

**SECTION 3. HEALTH AND SAFETY EMERGENCY LEAVE ADDED MARCH 16, 2020**

- A. Purpose of Policy: The purpose of this policy is to manage health and safety emergencies (force majeure) by providing for the health and safety of our students, staff, parents, and our communities.
- B. Policy: Health and Safety Emergency Leave is available to an employee when the School has determined that a health and safety emergency exists that requires the school to temporarily close the campus. When Health and Safety Emergency leave is granted to an employee, the employee will receive compensation in the amount ordinarily due to the employee during a given pay period.
- C. Essential Employees: Because of the need to continue to operate the school during a health and safety emergency, an employee may be required to perform on or off-site work while the school is temporarily closed. Each Director is hereby given the authority to make these determinations on behalf of each employee under her/his direction. On or off-site work schedules and schedule adjustments shall be made at the discretion of each Director, which will require the approval of the Superintendent. Directors will continue to exercise the authority to modify their determinations for each employee on a case-by-case basis.
- D. Implementation of this Policy: Given the unforeseen circumstances that arise in a health and safety emergency, the school reserves the right to amend, modify, or suspend this Policy as it determines necessary to protect the health and safety of the school and its employees.

**SECTION 4. MAXIMUM ACCRUAL AND FORFEITURE OF LEAVE**

Personal Leave applies to Contract Staff working less than 260 days.  
(academic, residential, cafeteria, administration).

Annual Leave applies to Year-Round Staff.

- A. Sick leave can be carried over from year to year with no cap on the number of sick leave hours an employee carries from year to year.
- B. Upon separation from employment the employee will be paid out for up to 520 hours at 33% of the employee's non-prorated hourly rate.\* see addendum update # 9 in Section 5 Accrual and of Leave.
- C. Personal leave can be carried over to a maximum of up to 40 hours. Hours in excess of 40 hours as of June 30 will be moved to sick leave. Up to 40 hours of Personal leave is paid upon termination of employment at the non-prorated hourly rate.

**SECTION 5. ACCRUAL AND USE OF LEAVE**

Leave cannot be used by an employee until leave is accrued. Leave is not accrued during any type of leave without pay.

Annual leave for year-round employees is accrued at the beginning of each semester and may be taken after accrual with supervisory approval. Annual leave must be requested at least eight hours' in advance, unless the request is an emergency. Employees transferred to year-round employment status will accrue annual leave at a rate based on their total number of years employed by the School. Annual leave must be taken in no less than 30 minute increments. On June 30 of each year, annual Leave in excess of 240 hours will be moved to sick leave. Please reference page 18 for more information on accrual of leave.

Years of Service	Days Earned	Personal Leave
1 – 5 years	Nine (9) Days/Semester	No Leave
6 – 15 years	Thirteen (13) Days/Semester	No Leave
15 + years	Sixteen (16) Days/Semester	No Leave

- A. Personal leave for all eligible employees is granted at the beginning of a contract year and may be taken any time after the contract year begins with supervisory approval. Personal leave must be requested three (3) days in advance and approved by the supervisor and must be half-hour increments.
- B. Sick leave for year round employees is accrued at the rate of six days on July 1 and six days on January 1 and may be taken any time after accrual with supervisory approval. Employees hired under a contract who work less than 220 days are granted five days sick leave per semester on a prorated basis and contract employees over 220 days are granted six days per semester. Year-round employees are granted twelve days sick leave per year.

Sick leave is administered according to the following provision and rules:

1. Sick leave can be used for any portion of pregnancy, prior to, during or following delivery, by the mother.
2. Employees taking sick leave must notify or insure that their supervisor is notified at the earliest opportunity. Teaching staff must notify their substitute teacher manager no later than one hour before their reporting time. Employees who are scheduled to work shift hours must notify their supervisor no later than three hours before the time they are to report.

3. Failure to provide notification within the required timeframes may result in leave without pay.
4. Employees absent from work for three consecutive work days because of illness must submit a doctor's statement providing evidence that the employee was ill. Failure to provide a statement may result in leave without pay.
5. A supervisor may request and obtain verification of circumstances surrounding use of sick leave. The employee using or attempting to use sick leave without justifiable cause may be subject to leave without pay or other disciplinary action including employment termination.
6. An employee may use annual leave or personal leave for continued illness when sick leave has been exhausted.
7. Accrued sick leave is not transferable among employees.
8. Sick leave must be taken in no less than half-hour increments.
9. Accrued annual leave, up to a maximum of 240 hours, is paid upon termination of employment at the employee's current hourly rate. On June 30 of each year, annual leave in excess of 240 hours will be moved to sick leave. Accrued sick leave, not to exceed 520 hours, is paid upon termination/resignation of employment utilizing the table below to determine percentage to be paid. Accrued leave is paid after a complete clearance report is submitted to the Human Resource Director.

<b>Years of Service to SFIS</b>	<b>Percent of Non-Prorated Hourly Rate</b>
0 – 5 years	33%
6 – 9 years	36%
10+ years	40%

**Employee Early Dismissal:**

Employees present on a workday when employees are dismissed early are not charged with any type of leave. Employees must be present at work at the time of early dismissal, to be eligible for the early dismissal. Employees absent on an early dismissal day are not eligible to have the early dismissal time deducted from their leave and will be charged with a full day of leave. Early dismissal is at the discretion of an employee's immediate key administrator /director.

## **CHAPTER X SALARY POLICIES**

### **Fair and Competitive Salaries**

*Approved on March 14, 2022*

The purpose of the salary policy at SFIS is to establish a process and provide guidance for determining fair and competitive salary schedules and for determining cost-of-living adjustments to counteract inflation in order to ensure that SFIS attracts candidates with the highest talent potential and retains exceptional employees.

### **Salary Schedule Adjustments**

*Approved on March 14, 2022*

Salary schedules are a series of salary steps reflecting years of experience/education and years of employment for each position category. Salary schedule adjustments are recurring. Salary schedule adjustments are not a performance or merit-based increase.

Human Resources will conduct market analyses of comparable salaries for position categories that are not on the teacher salary schedule every other year. If the results of the market analyses show that SFIS' salary schedules for a position category are less than comparable salaries, the Superintendent will recommend an increase in the salary schedule for those position categories reflective of the market. The Superintendent will present the recommendation to the Board of Trustees. The Board of Trustees will finalize their decision by April 15th.

In addition, SFIS' teacher and academic counselor salary schedules will be a minimum of \$1,000 higher than the state of New Mexico minimum salaries. Human Resources will review New Mexico's teacher and academic counselor salaries annually. If New Mexico increases the minimum salaries for teachers and academic counselors, then the Superintendent will recommend an increase in these salary schedules and present the recommendation to the Board of Trustees. The Board of Trustees will finalize their decision by April 15th.

In years when the Superintendent recommends a salary schedule adjustment and a cost-of-living adjustment, employees will receive the higher of the two increases; no employee will receive both adjustments in the same year.

All salary schedule adjustments will be contingent on the available projected budget.

### **Cost-of-Living Adjustments**

*Approved on March 14, 2022*

Cost-of-living adjustments are an increase in wages or salaries to counteract inflation. Inflation is measured using the Consumer Price Index (CPI), which reflects how much additional money a typical person or household needs to maintain their standard of living over time to counteract inflation. Cost-of-living adjustments are recurring. Cost-of-living adjustments are not a performance or merit-based bonus or increase.

Finance, Human Resources, Continuous School Improvement, and Superintendent will conduct an annual review of indices of inflation, such as the national and regional Consumer Price Indices (CPI), the Social Security Administration Cost-of-Living Adjustment, New Mexico Cost-of-Living Adjustments, and Department of Defense Education Administration Cost-of-Living Adjustment by March 15th. If there is an increase in any of these measures, the Superintendent will recommend a Cost-of-Living-Adjustment reflective of inflation for all staff and present the recommendation to the Board of Trustees. The Board of Trustees will finalize their decision by April 15th.

In years when the Superintendent recommends a salary schedule adjustment and a cost-of-living adjustment, employees will receive the higher of the two increases; no employee will receive both adjustments in the same year. All Cost-of-Living Adjustments will be contingent on the available projected budget. In addition, schoolwide one-time performance-based bonuses will not be provided in years when cost-of-living adjustments are provided.

All Cost-of-Living Adjustments will be contingent on the available projected budget.

### **SCHOOLWIDE ONE-TIME PERFORMANCE BASED BONUSES:**

***Approved on March 14, 2022***

A one-time bonus is an amount of money added to all SFIS employees' wages or salaries in recognition of schoolwide performance and/or effort. One-time bonuses are non-recurring and do not impact employees' salary schedules. One-time bonuses are not a substitute for cost-of-living adjustments. One-time bonuses do not include retention incentives and/or other stipends provided to staff for work beyond and outside of contract dates/times per the SFIS Personnel Policy, Chapter X, Section 6.

The Superintendent and/or the Board of Trustees may recommend a one-time bonus to be provided to all SFIS employees in recognition of schoolwide performance and/or effort at any time. The Board of Trustees will approve the amount and timing of one-time bonuses. One-time bonuses will not be provided in years when cost-of-living adjustments are provided.

## **SALARY SCHEDULES AND JOB CLASSIFICATION**

The Board of Trustees shall adopt a comprehensive compensation plan for employees annually. The plan shall include salaries for Contract Employees, Letter of Employment employees, and year-round employees. The plan will include pay levels reflecting years of experience/education and steps reflecting years of employment to a maximum level.

### **SECTION 1. ENTRY SALARY LEVEL**

Employees shall be placed on the appropriate salary schedule that reflects the position for which they are hired and is in accordance with verified education and years of experience, not to exceed twelve (12) years for those hired after July 1, 2009.

### **SECTION 2. CHANGE OF POSITION(S) (PROMOTIONS, TRANSFERS)**

An employee in a position which is changed from one job classification to another will receive the pay commensurate to new position.

## **AMENDMENT TO CONTRACT WORKDAYS DAILY PAY RATE**

Upon the recommendation of the key administrator and approval of the superintendent for adding or reducing work days to an employee's contract, SFIS will utilize the base salary prorated hourly rate to determine the daily rate of pay for each additional work day or for each work day reduced. An eight-hour day will be utilized to determine the hourly prorated rate. An increase or decrease will not exceed ten days.

An increase or decrease of more than ten days or a change in contract status will result in negotiation of a new employee contract with key administrator, human resources director and superintendent.

Reference Compensation Rate for Additional Time (see page 28 for rates).

### **SECTION 3. QUALITY STEP INCREASE**

A key administrator may recommend that an employee be given a quality step increase based on outstanding job performance by exceeding the employee's duties and responsibilities. The request for a quality step increase shall be submitted to the Superintendent's Office at the end of the school year to be applied in the upcoming school year. An evaluation must be attached to the recommendation. An employee awarded a quality step increase may advance a maximum of two steps on the appropriate salary schedule approved by the Board of Trustees. A committee comprised of the Superintendent, HR Director (Chair) and Finance Director will meet with the director recommending the quality step increase. The committee will approve or disapprove the recommendation. This award requires specific documentation of the employee's exceptional job performance on the performance evaluation form and must be approved by the Superintendent.

### **SECTION 4. SALARY DETERMINATIONS**

Exempt employees shall be paid at a rate which does not exceed the salary schedule approved by the Board of Trustees. An employee shall receive no additional compensation for service provided during his or her established work schedule.

### **NATIONAL BOARD-CERTIFIED TEACHER PAY (Policy Revision/ Approval January 16, 2024)**

Classroom teachers who hold current National Board Certification (NBC) at the beginning of the school year will receive additional pay equal to the amount identified for that school year by the NMPED and the New Mexico National Board-Certified Teachers Network.

National Board-Certified Teachers that are hired late in the school year will receive a prorated amount of the NBCT additional pay that is based on the actual number of work days in that school year.

Upon initial conferment of National Board Certification, a newly conferred NBC Teacher will receive a prorated amount of the NBC payment. This amount shall be based on the number of remaining work days in that school year, beginning with the issue date of the National Board Certification.

Proof of current National Board Certification must be submitted and verified by the Human Resource Director in order to receive the appropriate National Board Certification pay.

All National Board Certification additional pay is contingent upon available funding, as determined by the school.

## **SECTION 5. OVERTIME-COMPENSATORY TIME**

When necessary for maintenance of essential school operation and upon approval of the director or key administrator, overtime shall be distributed as evenly as possible among all non-exempt employees qualified to do the work.

Overtime is paid at one and one-half times the non-prorated rate of pay to non-exempt employees for hours worked in excess of forty hours in a seven-day week as defined by the Fair Labor Standards Act. Key Administrators/Directors have the authority to authorize and approve the use of overtime. All approved overtime shall be documented and approved in writing by the Key Administrators. Compensatory time-off may not be granted to a non-exempt employee in lieu of payment for overtime work. Incumbents in exempt position shall not receive overtime pay.

## **SECTION 6. EXCHANGE TIME POLICY **AMENDED 11/8/19****

1. In circumstances listed below, an employee work schedule may be adjusted for the work week by the immediate supervisor with pre-approval of the key administrator. Exchange time is mandatory unless budget is available and pre-approved by Key Administrator.
2. Compensation rate for required additional hours/days beyond the regular work week must be pre-approved by key administrator and superintendent.
3. \$180.00 dollars per day for non-exempt employees based on an eight-hour day or (\$22.50/hr.), outside employee contract i.e. summer. Fair Labor Standards Act regulates pay during contract year.
4. \$240.00 dollars per day for exempt employees based on an eight-hour day or \$30.00/hr.
5. Direct instructional staff who are required to teach and additional class due to instructional needs of the school will be compensated at \$2,500 per semester.
6. Summer School instructional staff will be compensated at their contract daily rate or \$30/ per hour; whichever is greater. This rate applies for any days that are not covered by the instructor's school-year contract days.
7. Exchange time may be considered for work done outside the regular work week for exempt employees only. At the discretion of the immediate supervisor with the pre-approval of the Key Administrator. Exchange time must be earned before it is a used, and used within the school year.
8. Flex time may be considered for non-exempt employees. Flex time may be considered at the discretion of the immediate supervisor, with pre-approval of the key administrator. Flex time must be used within a one-week period per Fair Labor Standards Act.
9. For travel requested by an employee, and approved by the key administrator, that includes weekend, holidays, and non-contract days attendance, employee will not be compensated beyond approved travel expenses.
10. For travel requested by key administrator that includes weekend, holidays, and non-contract days attendance, employee will be compensated with approved travel expenses and compensated the daily rate as outlined above (#'s 1, 3 or 4).

\*\* In some circumstance, i.e. Athletic Director and IT, the supervisor will make the decision as to how the compensation will be determined. Exchange time or compensation.



## **SECTION 7. PROBATIONARY EMPLOYEE(S)**

An employee placed on probation for disciplinary or performance related reasons shall not be eligible for any type of wage increase until the probationary period has been successfully completed. New employees hired will serve a one-year probationary period (see Chapter 7).

## **SECTION 8. INSURANCE AND RETIREMENT (Amended and Board approved on 9/14/12)**

Covered employees with eligible dependents may enroll them in the life, medical, dental and vision plans by contacting the Human Resource Department. Terminated employees and their dependents may continue health benefits under the Consolidated Omnibus Reconciliation Act of 1985. (COBRA) Employees have the opportunity to participate in the TIAA-CREF retirement plan after one full year of employment. **Once an employee reaches the respective matching threshold, it is the employee's responsibility to inform the HR office in writing that they are eligible for the respective school match and complete and submit an Employee Action Notice (EAN). You are credited with a year of service for each 12-month period during which you complete 1,000 or more hours of service.**

**TIAA-CREF Plan Contributions**

<b>Service Grade</b>	<b>Employer Contribution</b>	<b>Employee Contribution</b>
<b>1 year to 5 years</b>	<b>3%</b>	<b>3%</b>
<b>6 years to 9 years</b>	<b>6%</b>	<b>6%</b>
<b>10 years</b>	<b>12%</b>	<b>6%</b>

## **SECTION 9. JOB CLASSIFICATION REVIEW**

The Human Resources Department shall maintain a classification plan which accurately classifies every regular position with the School. To achieve this, the Human Resource Director is authorized to make departmental or occupational group surveys and/or audit individual positions. These classification reviews and surveys may be independently initiated by the Human Resource Director. Key Administrators may request a review or survey whenever it comes to their attention that one or more positions under their jurisdiction are improperly classified. An employee may request a review of his or her own position through their immediate supervisor. If after a classification review by the Human Resource Director an employee is not satisfied that his or her position is not accurately classified, he or she shall have access to the grievance procedures.



## CHAPTER XI

### STANDARDS OF WORK CONDUCT

#### GENERAL POLICY

Employees are required to uphold and meet standards of job performance, dress and behavior that provide quality role modeling for the School, students and their communities.

#### SECTION 1. WORK ATTENDANCE

Employees are required to be at their place of work as scheduled by their supervisor. Directors/Program Coordinators must maintain, or cause to be maintained, daily time and attendance records for each employee based on approved work schedules. Work schedules are based upon operational requirements of each department.

Employees with poor work attendance, including abuse of leave privileges and tardiness, may be placed on probation. Abuse of leave may include the following: Informing an employee they are bordering on leave abuse and the problem continues, failing to submit doctor's note on the third day of a sick leave absence, being absent and not calling in. etc. If the poor work attendance is not corrected, the employee may be terminated.

#### SECTION 2. WORK STANDARDS

It is the responsibility of an employee to maintain high standards of cooperation, efficiency, integrity and economy in performance of job duties. Key administrators and supervisors are responsible for organizing and directing the work of their department and employees towards this objective. Work standards include the following:

- A. Maintenance of just and courteous relationships with students, parents, staff members and tribal leaders.
- B. Maintenance of a spirit of cooperation between communities and the School.
- C. Restraint from using School contracts, equipment, personal relationships with other employees and privileges to promote personal self-interests, personal financial gain, partisan politics, sectarian religious views or propaganda of any kind.
- D. Proper use and protection of all School property, equipment and materials.
- E. Act in a manner which promotes trust and respect from students and coworkers.
- F. Maintenance of the high standards of professional behavior while on duty or participating in school and community related functions.
  - G. Refrain from participation or otherwise assisting in any strike or any unlawful action in connection with their employment.
- H. Refrain from corporal punishment and/or abusive language against other employees or students.

#### SECTION 3. SOLICITATION

Third party solicitation of funds or anything of value for any purpose shall not be permitted by employees on the job site without the prior approval of the Superintendent. No employee shall be required to make any contribution or be penalized or rewarded in any way according to his or her response to an approved solicitation.

Outside vendors must report to the Office of the Superintendent prior to the selling of goods. If a vendor is selling food products, they must provide a food handlers license. Fundraising for non-school related purposes by staff and students must be pre-approved by the Superintendent.

**SECTION 4. Outside Employment & Secondary Positions: Amended 11/8/19**

An employee shall not engage in outside employment when the employment creates a conflict of interest or adversely affects the employee's job performance. Outside employment will require the annual approval of the director and the superintendent. Approval may be reconsidered at any time if employee performance issues arise.

**Secondary Positions:**

Secondary positions within SFIS, will require the annual approval by the employee's primary director. Secondary positions cannot adversely impact an employee's primary duties and responsibilities, as determined by the primary director. Some program work hours and responsibilities may not allow for employees to be approved for secondary positions; and will be considered on a case-by-case basis by the director. Approved requests for outside employment or secondary positions will be forwarded to the HR Office for retention.

**SECTION 5. PHYSICAL AND MENTAL FITNESS**

It is the responsibility of each employee to maintain standards of physical fitness required for job performance. When a Key Administrator has reason to believe that the physical and mental condition of an employee is such that he/she is unable to perform the job requirements a medical examination and/or drug test may be required by an approved school physician. When a medical examination is required by the School, the employee will be granted leave for the time required. The examination will be without expense to the employee and shall be for the sole purpose of determining the employee's physical and mental condition relative to school employment.

**SECTION 6. POLITICAL ACTIVITY**

Employees shall refrain from using their position to promote and/or influence partisan political activities. Employees shall refrain from political activities while on the job.

**SECTION 7. NOTICE OF GARNISHMENTS amended 8/14/20**

When the School receives a legal notice of levy or garnishment of an employee's wages that complies with the Fair Debt Collection Procedure Act, 28 U.S.C. §3001-3308, the Human Resource Department will comply with the notice. All other notices or requests of levy or garnishment of an employee's wages shall be reviewed by Human Resources Department and the Superintendent (or his designee). SFIS reserves the right to consult with the employee prior to replying to a notice or request of levy or garnishment.

**SECTION 8. USE OF VEHICLES**

- A.** School vehicles are to be used only for school business and/or school related activities. Abuse of school vehicles may be grounds for disciplinary action and may include termination of employment. All drivers of motor vehicles owned or used by the School shall be properly licensed operators, able to maintain standards of physical fitness required to operate the motor vehicle and are required to obey all traffic rules and regulations prescribed by law and to use every reasonable safety measure to prevent accidents.

- B. School employees may be subject to disciplinary action and/or termination if involved in the following: admit guilt or are found guilty of alcohol or drug related violations, exceeds speed limit, become involved in an accident in which the employee is responsible.

Employees who use school vehicles may be authorized to take a school vehicle home with approval of the Superintendent.

- C. Personal vehicles may not be used to transport students during work hours and/or for school related activities.
- D. A school employee may use a personal vehicle for school business and/or school related activities, with prior approval of the Key Administrator. The employee understands that the school will not be liable for any accidents and/or violations.

**\*\* Please reference the Fleet Driving Policy on page 48 for more details.**

### **SECTION 9. CONFLICT OF INTEREST**

School employees are prohibited from receiving any award, favor, emolument, gift or any other form of gratuity in excess of \$100 dollars in addition to regular compensation for the performance or non-performance of task(s) from any vendor, contractor, individual, firm or any other source having or proposing to have business transactions with the School without prior written approval of the Superintendent.

### **SECTION 10. PUBLIC STATEMENTS**

No employee may speak for or on behalf of the School on any matter concerning the School without prior written or verbal approval of the Superintendent. When designated as a spokesperson by the Superintendent and/or Board of Trustees, the employee shall be accurate and exercise proper restraint and show respect for the opinions of others. Failure to adhere to the above will be grounds for disciplinary action.

### **SECTION 11. STANDARD OF DRESS/EMPLOYEE APPEARANCE**

Employees are to dress in a manner appropriate to their position and appropriate to school related activities and events. The manner of dress must reflect a favorable and professional impression of the School to students, visitors and the public. The decision of favorable and professional dress will be left at the discretion of the immediate supervisor.

Excessive ear piercing, facial piercing and tongue piercing are not allowed on campus and/or on school related activities.

### **SECTION 12. ASSAULT AND/OR BATTERY**

Battery committed by an employee against the general public, students or other employees while on campus and/or at school related activities is grounds for disciplinary action and may include termination of employment.

### **SECTION 13. OFFENSIVE LANGUAGE**

Offensive language maliciously directed at students, staff or the general public while on campus and/or at school related activities is grounds for disciplinary action and may include termination of employment.

#### **SECTION 14. CONFIDENTIALITY Amended 12/11/21**

Employees are required to maintain confidentiality in matters pertaining to students, school staff, and school matters. Any disregard of this policy can result in disciplinary action. SFIS adheres to the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA). SFIS will obtain business associate agreements as required by HIPAA. The HIPAA COW Privacy and Security Network Groups Business Associate Agreement Policy and Procedures is a separate, permanently housed in the Human Resources Office.

#### **SECTION 15. SANTA FE INDIAN SCHOOL INTERNET SAFETY POLICY**

The Santa Fe Indian School Internet Safety policy is hereby enacted to create a positive, safe, and technology-rich learning and work environment for the students and staff of Santa Fe Indian School. Both staff and students will participate in the learning environment as digital citizens. Per the Children's Internet Protection Act (CIPA) – and to protect against access by adults and minors to visual depictions that are obscene, contain child pornography, or, with respect to the use of computers with Internet access by minors, harmful to minors – SFIS has implemented technology measures, including content filtering and monitoring software. Filtering can be disabled for adults and, with parental-consent, for minors engaged in bona fide research or other lawful purposes. The SFIS Technology Committee oversees the customization of filtering rules.

In accordance with the Protecting Children in the 21st Century Act, SFIS students will receive annual instruction regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as cyberbullying awareness and response.

Both staff and students will annually sign the Computer and Internet Acceptable Use Contract regarding the Internet and school network. Students and their parents, unless the student is 18 or older, sign a contract in which the terms for Internet privileges are outlined. The Computer and Internet Acceptable Use Contract for staff members stresses the professional and ethical use of the school network, Internet and e-mail system. The SFIS Technology Committee will update the contract annually to reflect ever-changing technologies and trends in the use of educational technologies.

#### **SECTION 16. WHISTLE BLOWER POLICY (Amended June 1, 2018)**

Santa Fe Indian School is committed to high standards of ethical, moral, legal, and business conduct. This Whistle Blower Policy is intended to identify procedures and protect employees that raise concerns regarding SFIS employees or the Superintendent involved in matters such as: (1) incorrect financial reporting, (2) unlawful activity, (3) egregious activities that are not in line with current SFIS policy or the Code of Conduct, or (4) activities which otherwise amount to serious improper activity or behavior. The Whistle Blower Policy is not the method of reporting employment-related concerns. Employment related concerns can be reported through normal chain-of-command channels.

**ACTING IN GOOD FAITH** - Employees who report a claim pursuant to this Whistle Blower Policy must act in good faith and have reasonable grounds for bringing forth the information he/she discloses. Any allegations that prove to have been made maliciously or knowingly to be false may result in disciplinary action, in accordance with Chapter XV, Disciplinary Action.

**REPORTING PROCEDURE** – Employees shall report claims pursuant to this Whistleblower Policy directly to the Human Resources Director. If the claim involves allegations against the Human Resources Director,

then the claim will be reported to the Superintendent. If the claim involves both the Human Resources Director and the Superintendent, then the claim will be reported to any Key Administrator, who will then present the claim to the President of the Board of Trustees for review and action by the Board of Trustees.

**SAFE GUARDS** - Santa Fe Indian School will not tolerate harassment and/or retaliation against an employee who reports a claim pursuant to this Whistle Blower Policy. An employee who harasses and/or retaliates against an employee who has reported a claim in good faith is subject to discipline in accordance with Chapter XV, Disciplinary Action up to and including termination of employment.

**TEMPORARY ALTERNATE SUPERVISION** – An Employee who reports a claim pursuant to this Whistle Blower Policy against his/her Supervisor may be temporarily assigned an alternate Supervisor by the Human Resources Director until the investigation is resolved. This is to ensure the employee continues to be appropriately supervised and aids in maintaining a neutralized working environment. The employee or the employee’s Supervisor can make a request to the Human Resources Director for temporary alternate supervision of the employee. Determination of alternate temporary supervision will be made on a case-by-case basis by the Human Resource Director and if the claim is not against the Superintendent, will be approved by the Superintendent.

**Anonymous Allegations-** In some instances, a whistleblower claim may not be adequate without knowing the source of the information. Claims raised anonymously by an employee will be investigated by the Human Resources Director on a case by case basis depending on the seriousness of the allegation and the likelihood of confirming the allegation from attributable sources.

**Evidence-** An employee who reports a claim pursuant to this Whistleblower Policy is not expected to prove the truth of an allegation. However, an employee should be able to demonstrate that the report is being made in good faith.

**Handling of Reported Violations** - The Human Resources Director will notify the employee who submitted a claim and acknowledge receipt of the reported claim. All claims will be promptly investigated by Human Resources or by a third-party investigator if warranted by the Human Resources Director. Appropriate corrective action will be taken if warranted by the investigation.

**Confidentiality** – A claim made pursuant to this Whistleblower Policy will be treated as a confidential matter. Claims will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Employees interviewed as part of the investigation must agree to confidentiality. An employee who reports the claim will keep the claim confidential and should not disclose the claim to a third party. Violations of confidentiality may result in disciplinary action.

#### **Section 17. LOST OR STOLEN KEY POLICY**

Lost or stolen key cards must be reported to SFIS Security immediately after discovery of loss or theft deactivate key card. The employee’s immediate program supervisor must also be notified. Individuals responsible for lost or stolen key cards shall pay the applicable replacement fees. Key cards must be stored and locked in a secure locking storage cabinet. Replacement key cards will be issued only after submission of a new key card request authorization and payment of applicable fees shall be paid to the Finance Department. All key cards requests shall be approved by the immediate supervisor, then the Security Director.

## **CHAPTER XII DRUG-FREE WORKPLACE**

### **GENERAL POLICY**

Santa Fe Indian School is committed to establishing and maintaining a drug-free workplace that is safe for employees and students and is conducive to high work standards. The Drug Free Schools and Communities Act Amendments of 1989 (P.L. 101-226) requires all institutions that receive any grants/contracts from the government to comply with the provisions of the Act.

Drug and alcohol abuse by employees interfere with the educational and work process, and compromises the safety and well-being of students, staff, and visitors. SFIS is committed to maintaining an alcohol-free and drug-free environment and will not tolerate the use of alcohol, illegal drugs, or controlled substances in the workplace.

For the purpose of this chapter, "illegal drugs" means a controlled substance as defined by the Controlled Substances Act, 21 U.S.C. § 812 (United States Code, Title XXI, Chapter 13) and its implementing regulations, 21 C.F.R. §§ 1308.11 to 1308.15, the possession of which is unlawful. The term "illegal drugs" does not mean the use of controlled substances pursuant to a valid prescription or other use authorized by federal law. The term "illegal drugs" includes cannabis even if use of cannabis is authorized by state law.

The workplace includes SFIS activities on and off school premises or while using SFIS vehicles or other vehicles during School related activities.

This policy applies to all employees, contractors, and visitors of Santa Fe Indian School.

As a condition of employment, each employee shall abide by this policy. Employees found to be in violation of the terms of this policy will be subject to disciplinary action up to and including termination.

#### **SECTION 1. POSSESSION / USE ON CAMPUS**

SFIS prohibits the possession, use, sale, transfer, manufacture, distribution, dispensation, barter, giving away, or being under the influence of alcohol, drugs, hallucinogens, narcotics, and inhalants and the possession or use of drug paraphernalia on the school premises or while on-duty conducting school business.

Employees, contractors, and visitors are prohibited from possessing or using marijuana or its derivatives, including but not limited to edibles, oils, wax, and vape cartridges, for recreational or medical reasons on the SFIS Campus, in the SFIS Facilities, or during school related business or events.

Employees on duty, on school property, or in attendance at school sponsored events shall not be under any form or degree of intoxication or exhibit/present with/smell of the odor of alcohol/intoxicants.

Any employee, who reports to the workplace or attempts to work under the influence of alcohol, illegal drugs, or other controlled substances, is subject to immediate disciplinary proceedings, which may include termination.

Any such individual found in violation of this policy will be subject to actions including, but not limited to, removal from the premises.

Any employee reasonably suspected to be under the influence of illegal drugs or alcohol shall undergo drug testing; a positive result is grounds for immediate termination.

Any supervisor who suspects an employee is under the influence, and allows that employee to perform work duties, also shall be considered in violation of this policy.



Any employee who violates this policy may also be reported to law enforcement agencies, when appropriate.

## **SECTION 2. PRESCRIPTION DRUGS**

Authorized prescription drugs and over-the-counter legal drugs may be used at the workplace so long as prescribed dosage and recommended use is not exceeded and the use of these drugs does not adversely affect the employee's ability to perform required work in the workplace in a safe and secure manner.

Employees may securely keep prescription drugs and over-the-counter medications on school premises provided:

- The prescription drugs have been prescribed by a doctor and are in the original labeled container that specifies the employee's name, name of the substance, quantity/amount to be taken, and have a current period of authorization.
- Over-the-counter medications are to be kept in their original containers.
- At the School's request, the employee is able to provide documentation for the prescription.
- Personal prescription or over-the-counter medications are not to be shared or provided to students, and are kept secure in the employee's locked medication lockbox or stored in the locked employee's vehicle.
- The employee is responsible for ensuring that personal medications are secure at all times.
- Prescription drugs with a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported to the employee's supervisor and medical advice shall be sought by the employee, as appropriate, before performing work-related duties; especially if the employee will be performing student transportation duties, or operating a school vehicle.
- The misuse or abuse of legal drugs, while performing school transportation business is prohibited.

## **SECTION 3: SUBSTANCE ABUSE TESTING**

### **Authorized Tests**

SFIS shall utilize drug and alcohol testing for employees as follows:

#### **(i) Pre-employment Testing**

Employees in positions requiring a Commercial Drivers' License and employees in School Security positions shall be tested as a condition of initial employment. Testing for positions requiring a Commercial Driver's License shall be in accordance with all U.S. Department of Transportation rules and regulations. Positive drug test results will disqualify a prospective employee from employment for a position that requires a Commercial Drivers' License or from Security Positions. Disqualifications will be for a period of 45 days.

#### **(ii) Random Testing**

Employees in positions requiring a Commercial Drivers' License and employees in School Security positions shall be randomly tested each quarter. Testing for positions requiring a Commercial Driver's License shall be in accordance with all US Department of Transportation rules and regulations. Positive drug test results of an employee who holds a position requiring a Commercial Driver's License or for an employee in a position of School Security will be subject to disciplinary action up to and including termination.

#### **(iii) Post Motor Vehicle-Accident Testing**

For the purpose of defining a motor vehicle accident as it pertains to post accident testing, "motor vehicle accident" means unintended occurrence involving collision between the school's vehicle and/or school owned or other property which results in injury and/or damage to a vehicle or property. Motor vehicle accident also applies to when a staff member uses their own vehicle while on-duty to conduct school business and/or when an employee has a requested mileage payment.

All staff are subject to this policy provision. Immediately (or as soon as practical) following an accident involving a SFIS motor vehicle or other vehicle used to conduct school business, the driver of the school owned vehicle, or personal vehicle that was used as a mode of transportation while on school business or to perform school business is required to follow the appropriate post-accident requirements:

### **CDL Required Positions**

Employees whose position at SFIS requires them to have a Commercial Driver's License will be sent to the school's contracted testing facility within 8 hours of the accident in addition to following the off-campus / on-campus guidance and regardless of having been administered a field sobriety test at the time of an accident as required by the U.S. Dept of Transportation regulations.

### **Off Campus Post Accident**

The employee driver must call law enforcement (911) to report the accident, wait for law enforcement, and is subject to a field sobriety test as determined by law enforcement. The employee will also contact their Supervisor or Key Administrator to report the accident. If the employee is arrested for failing a field sobriety test or refuses a field sobriety test, disciplinary action may be immediately warranted. All accident documentation and driver citations must be submitted to the Human Resources (HR) office within 3 days, or as soon as the documents are made available.

In some cases, depending on the severity or other circumstances of the accident, SFIS, with the concurrence of the Superintendent, HR Director, and Key Administrator, may postpone disciplinary action and will adhere to the CONVICTION provision in this policy to allow the employee time for due process.

**On-Campus Post Accident During Business Hours:** The employee driver will contact campus security and their Supervisor or Key Administrator to inform them of the accident. The employee's Supervisor or Key Administrator may request the assistance from any Key Administrator to assess the situation and engage with the employee to determine if reasonable suspicion exists. If reasonable suspicion exists, then BIA law enforcement will be contacted to perform a field sobriety test. Field Sobriety tests should be conducted within 3 hours. Employees failing a field sobriety test are subject to employment disciplinary action and are subject to BIA law enforcement regulations.

**Evening or Weekend Hours:** The employee driver will contact campus security and their Supervisor or Key Administrator to inform them of the accident. The Supervisor or Key Administrator will communicate with the security guard on scene for a verbal assessment of the situation to determine if reasonable suspicion exists. The employee's Supervisor or Key Administrator and/or the security guard are authorized to detain the employee, while BIA law enforcement is called to administer a field sobriety test. If the Supervisor or Key Administrator of the employee is not available, the employee and the security guard may consult with the HR Director, Security Coordinator / Director, or the Superintendent to share their assessment of the situation and may be authorized by these individuals to detain the employee while BIA law enforcement is called to conduct a field sobriety test. Field Sobriety tests should be conducted within 3 hours. Employees failing a field sobriety test are subject to employment disciplinary action, and are subject to BIA law enforcement regulations.

If reasonable suspicion exists for an on-campus accident and BIA law enforcement is unavailable, collaborative effort of the Supervisor, any Key Administrator and Security will be made to transport the employee driver, within 3 hours to a testing facility identified by the HR office. An urgent care facility may be utilized in this situation.

### **(vi) Reasonable Suspicion Testing**

Supervisors, Key Administrators, or the HR Director may require any employee to submit to alcohol or drug testing if the Supervisor, Key Administrator, or the HR Director has a reasonable suspicion that the employee is under the influence of drugs or alcohol when there is reasonable



suspicion that the employee's work performance is being affected due to substance abuse. Current employees who test positive as a result of reasonable suspicion shall be subject to disciplinary action, up to and including termination

#### **SECTION 4: REASONABLE SUSPICION**

All employees shall be subject to reasonable suspicion drug and/or alcohol testing. A reasonable suspicion may be found when a Supervisor, Key Administrator or HR Director detects indicators of controlled substance use or alcohol abuse and has made observations regarding an employee that are specific, articulable, and relate to the employee's appearance, behavior, speech, and/or odors as indicative of substance abuse. The observations relating to the substance use/ abuse shall be made during, just preceding, or just after the period of the work day.

Circumstances that give rise to reasonable suspicion of substance abuse may include, but are not limited to:

- Observed use, possession, or sale of illegal drugs; and/or use, possession, sale, or abuse of alcohol; and/or the illegal use or sale of prescription drugs or over the counter drugs;
- Apparent physical state of impairment of motor functions;
  - Marked changes in personal behavior not attributable to other factors;
- Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury;
- Information provided either by reliable and credible sources or independently corroborated; or newly discovered evidence that the employee has tampered with a previous drug/alcohol test;
- Violations of criminal drug law statutes, involving the use of illegal drugs, alcohol, or prescription drugs, and/or violation of drug statutes.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

Supervisors or Key Administrators may require any employee to submit to substance abuse testing if the Supervisor or Key Administrator has a reasonable suspicion that the employee is under the influence of drugs or alcohol or where there is reasonable suspicion that the employee's work performance is being affected due to substance abuse. Supervisors or Key Administrator may confer with the HR Department to determine if reasonable suspicion for a test exists based on the collected information, facts, and circumstances leading to and supporting the reasonable suspicion, to authorize a reasonable suspicion test.

The Supervisor or Key Administrator shall submit a written record giving rise to the reasonable suspicion of alcohol or substance abuse. The Supervisor or Key Administrator making the observation shall sign, date, and record the approximate time of the observed conduct on the written record.

**Timing of Test:** SFIS may require an employee reasonably suspected of substance abuse to submit to a drug or alcohol test at a certified testing facility within three (3) hours following the observations giving rise to the reasonable suspicion.

The employee will be accompanied to the testing facility by a Supervisor or Key Administrator and/or designee. The assigned designee must commit to confidentiality.

**Refusal to Test.** An employee's refusal to be tested shall be treated as a positive test result in violation of this policy. Refusal to be tested includes, but is not limited to:

- (i) failure to appear for a test at the designated laboratory at the designated time;

- (ii) failure to provide adequate breath, urine, or blood samples within the designated time without a valid medical explanation (e.g., if a test is required pursuant to reasonable suspicion, an employee's failure to produce an adequate sample for testing within three (3) hours from the time of observation will constitute a refusal to test);
- (iii) leaving the scene of an accident before being cleared by law enforcement or failure to remain available for post-accident testing;
- (iv) engaging in conduct that obstructs the testing process, including but not limited to altering, diluting, or spilling a specimen; and/or
- (v) failure to sign the drug or alcohol testing forms.

**Confidentiality and Due Process.** SFIS will act reasonably to protect the confidentiality of employees reviewed under this policy. Actions taken against employees in enforcement of this policy shall comply with such hearing or due process procedures as may be required by SFIS policy.

Under no circumstances, unless required or authorized by law, will random drug testing information or results for any employee or applicant be released without written request from the applicable employee.

An employee is entitled, upon written request, to obtain copies of any records pertaining to that employee's use of alcohol or controlled substances, including any records pertaining to their alcohol or controlled substance tests.

**Employee Responsibility to report Reasonable Suspicion and Drug-Alcohol Free Campus Violations:** Employees have the right to confidentiality and are encouraged to report to their own Supervisor or Key Administrator that they have reason to believe another employee is in violation of the Drug- Alcohol Free Campus Policy and /or alert their Supervisor or Key Administrator of reasonable suspicion of being under the influence of drugs or alcohol to any Key Administrator. The Supervisor or Key Administrator who received the information will keep the alerting employee's name confidential, and needs only to inform the Supervisor and/or Key Administrator of the employee who is under suspicion that they received a tip that their employee was suspected to be under the influence of drugs or alcohol. The Supervisor or Key Administrator will assess their employee for reasonable suspicion.

## **SECTION 5. CONVICTIONS**

Employees are required to notify the Human Resource Department of any federal, state, local, or tribal criminal drug or alcohol statute conviction, as a condition of employment no later than 3 days after such conviction. Failure to report a conviction may result in disciplinary action and may include termination.

## **SECTION 6. EMPLOYEES SEEKING VOLUNTARY ASSISTANCE**

Employees shall not be terminated for voluntarily seeking assistance for a substance abuse problem. An employee who seeks such assistance may still be disciplined for other performance, attendance, or behavioral problems. Any voluntary self-reporting actions must occur before being required for substance abuse testing.

Employees who seek assistance under this provision shall follow the steps below before being returned to service or allowed to continue work.

Employees shall be placed on leave and shall be required to execute a written agreement which acknowledges that they violated SFIS policy and states that in exchange for not terminating the employee, they agree to undergo rehabilitation, counseling, or other activities prescribed by the school or licensed substance abuse professional medical provider.

- Employees shall not return to work or be allowed to continue working until they have been evaluated by a physician or licensed therapist who certifies the employee may safely return to duty.
- Employees shall undergo additional periodic drug and/or alcohol testing without notice for a set period of time as required by a physician, therapist, counselor, or at the discretion of the SFIS, as determined by the Supervisor, Key Administrator, HR Director, and the Superintendent.
- This process shall not require and shall not result in any special regulations, privileges, or exemptions from an employee's normal job performance requirements.
- SFIS will not be responsible for the costs of rehabilitation. The employee is responsible for all such costs.

## **SECTION 7. DRUG FREE AWARENESS PROGRAM**

The Human Resource Department will establish and maintain a Drug-Free Workplace. It is the responsibility of the HR Director to provide information and training to employees regarding:

- Education on substance abuse;
- The dangers of workplace substance abuse;
- The School's policy of maintaining a drug-and alcohol-free workplace;
- Disciplinary actions that may be imposed for substance abuse violations; and
- The availability of counseling and rehabilitation through Indian Health Services and employee health insurance.
- Reasonable Suspicion Reporting and Reasonable Suspicion Training.

Employees will be required to attend an annual training on the drug and alcohol-free workplace policy and annually sign a Drug Free Workplace Agreement/Acknowledgement.

As required, the Superintendent will certify to the appropriate contracting federal agency that the School provided a Drug-Free Workplace by implementing this policy in compliance with the applicable provisions of the federal Drug-Free Workplace Act (41 U.S.C. 8101 *et al.*) and its implementing regulations at 43 CFR Part 12 and 18.

## **CHAPTER XIII NON-DISCIPLINARY TERMINATION OF EMPLOYMENT**

### **GENERAL POLICY**

Non-disciplinary termination of employment is departure from school employment in good standing. Employees adhering to the policies and procedures concerning non-disciplinary termination of employment are eligible for future re-employment with the School.

### **SECTION I. RESIGNATION NOTICE(S)**

Year-round employees in good standing who desire to resign may leave employment in good standing by submitting a written resignation at least 15 working days in advance. These employees are year round employees not in key administrator positions.

Letter of Employment and Contract employees in good standing may leave employment in good standing by submitting a written resignation at least thirty days in advance and in accordance with any stipulations in their contract. These employees are teachers, key administrators and/or program coordinators.

### **SECTION 2. RESIGNATION FROM TEMPORARY EMPLOYEE(S)**

A temporary employee, full-time or part-time, may leave School employment in good standing by giving written notice to his or her immediate supervisor no less than three working days in advance of the last day to be worked.

### **SECTION 3. ACCEPTANCE OF RESIGNATION(S)**

Written notices of resignations are to be submitted to the Key Administrator for acceptance by the Superintendent. The Superintendent may, in the interest of the School, waive any portion of the notice period.

### **SECTION 4. FINAL PAYCHECK(S)**

A clearance report is required prior to the release of the employee's final paycheck. The report must be signed by all the appropriate staff as required for clearance list and be given to the HR Director for final review. Outstanding debt to the school will be withdrawn from subsequent checks until debt is paid in full.

### **SECTION 5. WITHDRAWAL OF RESIGNATION(S)**

Withdrawal of resignation is considered on an individual basis with the recommendation of the Key Administrator, immediate supervisor and HR Director for final approval by the Superintendent.

### **SECTION 6. EMPLOYMENT RECOMMENDATION(S)**

Employees departing school employment in good standing may receive a recommendation for future employment.

### **SECTION 7. LAYOFF(S)**

Layoffs are not considered to be disciplinary action. An employee may be laid off because of changes in duties or reorganization or for lack of work or funds. Whenever possible, an employee scheduled to be laid off shall be transferred to a different position if one exists for which they are qualified. An employee will be given no less than thirty (30) working days' notice or sooner, of the layoff.

When more than one position is determined to be abolished or more than one employee laid off, the employee(s) with the highest qualifications and highest quality of job performance will be retained and in the event of equivalent records of job performance and seniority, Indian preference may be the deciding factor. The following will apply:

- A. A performance evaluation for the affected employee(s) must be immediately completed by the Supervisor and given to the HR Director.
- B. Temporary employees in the affected position classification shall be laid off before any layoff action is taken with regular employees.

### **SECTION 8. INCAPACITY**

The School or an employee may terminate employment for medical reasons resulting from occupational or non-occupational physical or mental illness, or injury when the employee can no longer perform the duties required, as determined by a licensed physician, for the position, and the

employee retains eligibility for future reemployment should the reason(s) for incapacity diminish or cease to exist. A doctor's note releasing the employee to return to work will be required. Termination of employment on grounds of incapacity is an administrative measure designed to protect the interest(s) of the School and the employee and to unencumber the employee's position for the maintenance of essential school functions.

### **SECTION 9. SEVERANCE (Page 36)**

Regular full-time employees terminated for involuntary reasons, except for performance purposes and in good standing are eligible for severance pay. Prorated salary will be based on the number of hours worked per week at the time of termination. Payment for severance pay will be made in accordance with the School's established paydays. Three (3) years of service receives three (3) weeks of severance pay, four to five (4-5) years of service receives six (6) weeks of severance pay, six to nine (6-9) years of service receives nine (9) weeks of pay, and ten (10) years or more of service receives twelve (12) weeks of severance pay. This amendment goes into effect July 1, 2011.

A regular full-time employee terminated for involuntary reasons and in good standing who receives severance pay is not eligible for employment with Santa Fe Indian Schools for a period of no less than six months. An employee laid off and in good standing has the option to be considered for immediate employment and forego severance pay if employee is hired within three months from last contract work day. If employee is not hired within three months from last contract work day, then employee would receive severance pay as per policy.

### **SECTION 10. DEATH OF AN EMPLOYEE**

The HR Director upon notification of a death of an employee will write a letter to the beneficiaries describing the details of life insurance, retirement plans, and credit union accounts held by the deceased. The HR Director will assist family members to complete any forms and ensure beneficiaries receive benefit payments and final pay.

### **SECTION 11. REDUCTION IN FORCE (RIF)**

The Superintendent, with concurrence from the Board of Trustees, has the authority to discharge personnel after notice and hearing when a reduction in force is necessary. SFIS values and strives to maintain a highly effective, quality staff. Situations justifying reductions in force:

- A. Decrease in student enrollment; approved
- B. Decrease in revenue because of:
  - a. loss or reduction of ISEP funds;
  - b. loss or reduction of Title funds;
  - c. loss or reduction of contract support funds;
  - d. loss or reduction of grant (i.e. "soft") funds;
  - e. inflation reducing the value of revenues received; approved
- C. Change in the educational program of Santa Fe Indian School approved
- D. Reorganization of Santa Fe Indian School; and approved
- E. Legislative mandates effecting tribally controlled schools funded by Bureau of Indian Education.  
Approved

#### **Reduction in Force (RIF) Process**

- I. The superintendent with the affected directors will consider the following factors. Bullets in priority order.
  - Licensure/ certification/ education, experience as required for the position;

- Performance Ratings;
- Years of employment at SFIS; approved
- Indian Preference;

II. Superintendent Request for RIF to Board Must Include:

- Reason for RIF clearly identified and supported by documentation. approved
- Documentation of RIF avoidance measures, which may include: cancellation or reduction in travel, administrative cost restrictions, overtime restriction for non-exempt staff, position management efforts; (We need to add to glossary to define terms)
- Concurrence by directors that a Rif is necessary; Timeline for proposed RIF;
- Copies of current and proposed Organizational Chart if necessary;
- Effected positions identified; and if encumbered or vacant.

III. Board will act on Superintendent RIF recommendation at a regularly scheduled Board of Trustees' meeting.

IV. Board Minutes must reflect the vote and decision of the Board.

V. All affected employees will be notified in writing within seven days of Board decision.

VI. Key Administrator and Human Resource Director will counsel affected employees and provide them with the following written information: Reference appendix “ “ Separation of Employment Checklist.

- Timeline for checkout procedure
- Notification of SFIS position openings
- Re-employment considerations; e.g., circumstances honoring SFIS years of service for retirement contributions and leave accrual
- Retirement, TIAA-CREFF, COBRA Information
- Last paycheck will not be released until final checkout.

## **SECTION 12 EARLY RETIREMENT POLICY**

Upon approval by the Board of Trustees, SFIS may enact an early retirement policy in the following circumstances:

1. Prior to a Reduction in Force
  - a. Minimum of fifteen years of employment at SFIS and social security eligible age of retirement.
2. When an employee is frozen on the SFIS salary schedule at 35 years of experience and has reached the age of 59 ½.
  - a. Offer is available only upon the initial year of eligibility.

## **CHAPTER XIV REINSTATEMENT**

### **GENERAL POLICY**

Employees leaving School employment in good standing may be reinstated when factors described in this Chapter cease to exist. Reinstatement permits an employee to return to their former position on a noncompetitive basis provided a vacancy exists.

### **SECTION 1.REINSTATEMENT FOLLOWING RESIGNATION OR TERMINATION FOR INCAPACITY**

An employee who resigned in good standing may be reinstated in a position similar to the position

resigned within one year following the resignation if the former employee remains qualified to perform the duties of the position and the reinstatement is in the best interest(s) of the School.

## **SECTION 2. REINSTATEMENT FOLLOWING TERMINATION FOR TEMPORARY INCAPACITY**

An employee terminated for temporary incapacity may be reinstated in a similar position within one year following termination provided that the reason(s) for incapacity has diminished or no longer exists to the satisfaction of the School and the person remains qualified to perform the duties of the position and the reinstatement is in the interest(s) of the School.

## **CHAPTER XV DISCIPLINARY ACTION**

### **GENERAL POLICY**

Disciplinary action against an employee may be administered for just cause by a Supervisor, Key Administrator or the Superintendent. Just cause includes but is not limited to illegal, unethical, abusive or unsafe acts; violation of school rules, regulations, policies or procedures; unsatisfactory job performance; insubordination; inefficiency; neglect or abandonment of duties; abuse of sick leave or other benefits; tardiness or absence without leave; being under the influence of drugs or intoxicating beverages or giving the appearance of use while on duty; participation in prohibited political activity or solicitation; waste, damage or unauthorized use of school property or supplies; falsification of official documents or records and unauthorized use or disclosure of official information.

### **SECTION 1. TYPES OF DISCIPLINARY ACTION**

Prior to any formal disciplinary action, the supervisor will meet with the employee and inform him/her of the charges and ask for a response and explanation.

Formal disciplinary action shall be consistent with the nature of the deficiency or infraction and will consider the record of the employee. Formal disciplinary action can include one or more of the following:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Probation
- D. Suspension
- E. Reduction in Pay
- F. Demotion
- G. Termination

### **SECTION 2. VERBAL REPRIMAND**

An employee may be reprimanded verbally. The verbal reprimand must describe the deficiency or infraction and state the consequences of further unsatisfactory performance and/or conduct.

### **SECTION 3. WRITTEN REPRIMAND**

An employee may be reprimanded in writing. The written reprimand must describe the deficiency or infraction and give the consequences of further unsatisfactory performance and/or conduct. A copy of the reprimand is placed in the employee's official personnel file.

### **SECTION 4. DISCIPLINARY PROBATION**



Probation is a formal disciplinary action taken against an employee. Disciplinary probation can be for any period of time not to exceed six calendar months. The terms of the probation must be given to the employee in writing by the immediate supervisor. A copy of the probation letter is provided to the HR Director for placement in the employee's personnel file.

The letter of probation must clearly state the reason(s) for disciplinary action, expected standards of performance, duration of probation and the action to be taken if improvement is not achieved. The employee is to be advised that any increase(s) in salary that would normally occur will not occur until successful completion of probation and any such increase in salary is not retroactive.

An employee placed on disciplinary probation cannot use annual and/or personal leave until probation is completed. Leave approved by the Supervisor and/or taken must be leave without pay. Consideration will be given to bereavement, sick, and cultural leave.

Nothing herein prohibits a Key Administrator from placing an employee on immediate probation if the infraction or deficiency is considered severe.

## **SECTION 5. SUSPENSION**

An employee may be suspended without pay for up to thirty calendar days in one school year. Suspension requires advance approval by the Superintendent and must be initiated by a Key Administrator.

A written notice of suspension to the employee must clearly state the deficiency or infraction, expected standards of performance upon the employee's return and the action to be taken if improvement is not achieved. A copy of the written notice of suspension remains permanently in the employee's official personnel file maintained by the HR Director. The written notice of suspension must advise the employee that leave of any type will not accrue during the suspension period and any increase(s) in salary that would normally occur will not occur until satisfactory performance is achieved and is not retroactive.

An employee may be suspended with or without pay during an investigation, or while awaiting a hearing or trial in a criminal matter. Receipt of three suspension disciplinary actions shall be grounds for termination of employment.

## **SECTION 6. REDUCTION IN PAY**

An employee's pay may be reduced to a lower step on the appropriate salary schedule for the following school year. Reduction in pay requires advance approval by the Superintendent and must be initiated by the employee's Key Administrator. A written notice to reduce pay to the employee must clearly state the deficiency or infraction, expected standards of performance and the action to be taken if improvement is not achieved. A copy of the written notice of pay reduction remains permanently in the employee's official personnel file maintained by the HR Director.

An employee receiving a reduction in pay as disciplinary action shall be disqualified from consideration for later pay increases and/or promotions for 12 months following reduction.

## **SECTION 7. DEMOTION**

An employee may be demoted as a disciplinary action. A demotion is initiated by the Key Administrator and approved by the Superintendent. A written notice of demotion to the employee must clearly state the deficiency or infraction, expected standards of performance and the action to be taken if improvement is not achieved. A copy of the written notice of demotion remains permanently in the employee's official personnel file maintained by the Human Resource Director. A demotion must also include a reduction in pay.

## **SECTION 8. DISMISSAL (TERMINATION)**

Dismissal is the termination of employment "for cause". "For cause" means a reason related to the employee's performance or failure to perform his or her job responsibilities and includes, but is not limited to an employee's competency, failure to follow the School's policies, regulations and the lawful written or verbal orders of a supervisor or administrator. It can also include circumstances if an employee is convicted of a misdemeanor, depending on the job description. An individual convicted of a felony would result in termination. These consequences apply even if the violation occurs off school property.

A copy of the written notice of dismissal remains permanently in the employee's official personnel file maintained by the HR Director. An employee dismissed from School employment is not eligible for future employment of any type for a period of three years from the date of termination.

## **SECTION 9. EMPLOYEE APPEAL(S)**

Disciplinary action taken against a regular employee may be appealed in writing within five (5) working days following receipt of the action by the employee. An appeal must follow the grievance procedures described in chapter XVI of the School's grievance system.

## **CHAPTER XVI**

### **EMPLOYEE GRIEVANCE PROCEDURES**

**Amended and approved by the SFIS Board of Trustees on July 5, 2018**

#### **General Policy**

The School's Employee Grievance Procedures are available to all regular full and part-time employees. Temporary employees and employees who have not successfully completed an initial probation period do not have access to the School's Employee Grievance Procedures.

The Employee Grievance Procedures exist to provide an administrative procedure for an employee to appeal a formal disciplinary action. For purposes of this Chapter, a formal disciplinary action is defined as disciplinary probation, suspension, reduction in pay, disciplinary demotion, or dismissal (termination). A mere disagreement or difference of opinion with your supervisor or another employee, and issues such as transfers, performance evaluations, and schedule changes, are not formal disciplinary actions and are not grievable.

## **Section 1. Grievance by Employee Not Directly Supervised by the Superintendent**

**Step 1:** An employee who is formally disciplined and wishes to file a grievance must first notify his/her supervisor in writing of the employee's intent to grieve the discipline, with a copy to the Human Resources Director. Such notification shall include the nature and extent of the grievance. The employee and supervisor may meet if requested by the employee. Many issues can be resolved at this level.

**Step 2:** Once notification to the supervisor has been made, the employee shall submit a written request for a meeting with the Key Administrator within five (5) working days from the date the notification to the

supervisor was made. The request to the Key Administrator must be submitted during working hours and include:

- A. Nature of grievance, including description of the problem
- B. Timeframe involved and specific dates.
- C. Person(s) involved.
- D. Requested resolution/solution.
- E. Date of submittal.
- F. Copies of any relevant correspondence.

The Key Administrator must schedule a meeting with the employee and the employee's supervisor, in consultation with the Human Resources Director, within five (5) working days from receipt of the employee's meeting request. In the event there is a conflict of interest, or if the employee's immediate supervisor is the Key Administrator, the Human Resources Director shall meet with the employee and the employee's supervisor. If a satisfactory resolution is reached, the matter will be considered resolved.

**Step 3:** If a satisfactory resolution is not reached in Step 2, the employee may submit a written appeal to the Superintendent within five (5) working days from the date of the meeting with a Key Administrator. The appeal from the employee must include all information submitted to the Key Administrator as described in Step 2, items A-F above.

The Superintendent must schedule a meeting with the employee and any other individuals deemed necessary to attempt to resolve the aggrieved situation within five (5) working days from receipt of the appeal. The Superintendent shall issue a written decision within five (5) working days from the date of the meeting. The Superintendent has the authority to approve, disapprove, modify or rescind any part or all disciplinary action taken or proposed to be taken against an employee. The decision of the Superintendent is final and not subject to approval by the Board of Trustees.

## **Section 2. Grievance by an Employee Directly Supervised by the Superintendent**

**Step 1:** An employee identified as being under the direct supervision of the Superintendent has the responsibility to first attempt to resolve the grievance on an informal basis by submitting a written request for a meeting with the Superintendent which clearly describes the nature and extent of the grievance. The Superintendent must schedule a meeting to attempt resolution within five (5) working days from the receipt of the employee's request. Many issues can be resolved at this level.

**Step 2:** If the Step 1 meeting is not successful in reaching a satisfactory resolution, the employee may submit a written request to the Human Resources Director to review the grievance submitted by the employee. (In the event the employee is the Human Resources Director, this step can be bypassed.) The Human Resources Director must schedule individual meetings first with the employee and then the Superintendent within (5) business days. The role of Human Resources Director is to act as a neutral party to ensure that there is no violation of policy or employee rights, and to answer any questions about

policy that arise. The Human Resources Director will provide advice that is objective and within the SFIS Policy and Procedures Manual.

**Step 3:** Upon completion of meetings with the Human Resources Director, the Superintendent will Request to meet formally with the employee within (5) working days. In the event the employee does not respond to the request within five (5) working days, the grievance shall be considered concluded.

**Step 4:** If Step 3 is not successful in reaching a satisfactory resolution, the employee may then appeal to the Board of Trustees within five (5) working days from the date the Step 3 meeting was held. The appeal must be submitted during working hours to the attention of the President of the Board of Trustees and include:

- A. The nature of the grievance, including a description of the problem.
- B. Time frame involved and specific dates
- C. Person(s) involved
- D. Requested resolution/solution
- E. Date of submittal
- F. Copies of any relevant correspondence

The Board of Trustees will schedule a meeting within thirty (30) calendar days from receipt of the appeal request. The Superintendent, employee and any others identified by the Board of Trustees will have an opportunity to meet with the Board to answer questions and present information. The Board of Trustees will issue a written decision within ten (10) calendar days after the meeting with the Board of Trustees. The decision of the Board of Trustees is final.

### **SECTION 3. Grievance or Appeal Rights**

There shall be no punitive measures or disciplinary action taken against an employee who enters a grievance or appeal using the Employee Grievance Procedures unless the employee is in violation of the Human Resources Policies and Procedures.

An employee presenting a grievance or appeal shall lose their grievance or appeal rights if the policies, including the procedures and timeframes described in this Chapter, are not adhered to. A grievance of appeal not adhering to required timeframes or procedures described in this Chapter, including failure to submit the required information, will be dismissed.

### **SECTION 4. CHAIN OF COMMAND (LINE OF AUTHORITY) – STAFF (New policy, approved 8/8/14)**

All SFIS employees, volunteers and service providers (i.e. contractors, consultants) will adhere to the Chain of Command as per the Code of Conduct Agreement, section 2.

#### Academic Programs:

Teachers/ Support Staff → Principal → Superintendent  
SPED Teachers/ Ed Assistants / Sped Tech → SPED Coordinator → Principal → Superintendent  
21<sup>st</sup> Century Coordinator → HS Principal → Superintendent  
Parent Engagement Coordinator → MS Principal → Superintendent

#### Continuous School Improvement:

Support Staff/Continuous School Improvement Director → Superintendent

#### Residential, High School:

RA/SLA/Support Staff → Residential Supervisor → Student Living Director → Superintendent

Residential, Middle School:

SLA/RA/Support Staff → Student Living Coordinator → MS Principal/Dorm Director → Superintendent

Athletics

Coaches / Athletic Assistant/ Trainer → Athletic Director → Superintendent

Student Wellness

Health Center Staff → Nurse Supervisor → Student Wellness Director → Superintendent

Clinical Counselors → Student Wellness Director → Superintendent

Billing Specialist & SW Program Planner → Student Wellness Director → Superintendent

Food Services Staff → Food Services Coordinator → Student Wellness Director → Superintendent

Technology Department:

IT Staff → IT Coordinator → Technology Director → Superintendent

Office of the Superintendent:

Receptionist → Program Planner → Superintendent

SRR Coordinator → Superintendent

Educational Development:

Educational Development Director → Superintendent

Leadership Institute Staff → LI Director → Educational Development Director → Superintendent

Finance Services:

Finance Services Staff → Chief Financial Officer → Superintendent

Human Resources:

HR Staff → HR Director → Superintendent

Admissions:

Admissions Staff → Admissions Director → Superintendent

Facilities Management:

Facilities Staff → Foreman → Facilities Director → Superintendent

Trust Land Management:

Collateral Duty Safety & Security Coordinator → TL Director → Superintendent

Security Guards → Shift Supervisor → Collateral Duty Safety & Security Coordinator → TL Director → Superintendent

Bus Drivers → Transportation Coordinator → TL Director → Superintendent

## CHAPTER XVII

### ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

#### GENERAL POLICY

The School will not require testing for Acquired Immune Deficiency Syndrome (AIDS) antibody (HIV) of employees or applicants. The School has a responsibility to combat hysteria, fear, prejudice, and misinformation in regards to the AIDS virus. If an employee with AIDS continues employment, the School must provide the necessary support as defined by the School.

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**CHAPTER XVIII**  
**SEXUAL HARASSMENT**  
**(Revised and BOT Approved June 1, 2018)**

The purpose of this Policy is to describe Santa Fe Indian School's (A) policy on sexual harassment (B) the process which an employee is to follow should a situation arise.

**GENERAL POLICY**

Santa Fe Indian School will not tolerate sexual harassment under any circumstances. This Policy applies to conduct that takes place in any work-related context, including conferences, work functions, and social events involving the School or its employees, and School-related travel. Violations of this Policy will result in disciplinary action as outlined in Chapter XV, Disciplinary Action, up to and including termination of employment.

Each and every report of sexual harassment will be treated seriously and promptly with complete confidentiality. When a complaint is lodged, the person whom the allegation is lodged against and the Key Administrator(s) of both employees must be notified.

Disciplinary action as outlined in Chapter XV, Disciplinary Action, may be taken against an employee who retaliates against an employee who has filed a complaint of sexual harassment, and/or against an employee who participated in on investigation, or against any employee who has been accused of harassment.

**Section 1 - Definitions**

*Sexual harassment* means any unwelcome sexual advance, unwelcome request for sexual favors, or other unwelcome conduct of a sexual nature which makes a person feel offended, humiliated or intimidated, or that aspects of his/her job is contingent on his/her submission and where such reaction is reasonable. Examples of sexual harassment include, but are not limited to:

- Any sexual advance that is unwelcome
- Sexually oriented comments about an employee's body
- Suggestive comments or jokes, sexual orientated insults or taunts
- Intrusive questions or statements about your private life
- Displaying posters, magazines or screen savers of a sexual nature
- Sending sexually explicit emails, text messages or inappropriate advances on social media
- Sexual nonverbal gestures, movements, or sounds

**Section 2 - Supervisors' Responsibilities**

- a) Directors and Supervisors of the employee have the responsibility to take corrective action once made aware of harassment by the employee. Corrective action may include informal intervention, with guidance from the Human Resources Director.
- b). Each Director and Supervisor is to ensure that the work environment does not support or encourage sexual harassment activities.

**Section 3 - Reporting Process**

Santa Fe Indian School encourages an employee who feels she/he has been sexually harassed to take immediate action by:

- a) Addressing the issue with the person to resolve the issue by discussion, if the employee feels comfortable in doing so. The employee should identify the harassing behavior, explain that the behavior is unwelcome and/or offensive and ask that the behavior stops.
- b) Alternatively, and/or in addition to option a), employees shall report the behavior to the immediate supervisor, and/or key administrator or the Human Resources Director.

The supervisor, key administrator or Human Resources Director will explain the employee rights and responsibilities under this Policy.

### **Informal Intervention Process**

Supervisors will review this policy with involved staff members.

Informal intervention will be undertaken through a process of discussion and reconciliation. During informal intervention the alleged harasser will be made aware of the allegations being made against them and given the right to respond.

This procedure will be complete when the complainant and the respondent come to an agreement on the resolution and parameters to avoid further sexual harassing behavior. If this occurs, no record will be made of the proceedings, and any subsequent proceedings will start new. If this does not occur, the formal procedure should be followed.

### **Formal Complaints Process**

The Human Resources Director will be obligated to carry out a formal investigation in response to a complaint of sexual harassment.

Charges of sexual harassment will be investigated within five working days by the Human Resources Director. A report will be compiled by the Human Resources Director.

When the Human Resources Director is the individual involved in sexual harassment, the Superintendent will conduct the investigation within five working days.

Investigations involving the Superintendent and the Human Resources Director will be conducted or by an external investigator within five working days.

An investigation involves collecting information about the complaint and then making a written finding in a report based on the available information as to whether or not the alleged behavior occurred. Once a finding in a report is made, the investigator will make recommendations about resolving the complaint. Investigations may require interview employee(s) or other individuals who may have knowledge of the harassment. Mediation may be required as a method of resolution, as determined by the investigator.

Employees facing allegations of sexual harassment have the right to defend themselves verbally and/or in writing at any state of the proceedings. They may also utilize the established procedures of Chapter XV, Disciplinary Action, Section 9, and Employee Appeal(s).

An employee who has committed an act of sexual harassment will be subject to Chapter XV, Disciplinary Action. False allegations by an employee shall be subject to Chapter XV, Disciplinary Action.

The Human Resources Department will document the sufficiency of management response to acts of sexual harassment.

The Human Resources Department is authorized to utilize an external investigator or mediator if warranted by the Human Resources Director.

### **Section 4 - Employee Sexual Harassment Education**

The School makes education about sexual harassment a regular part of its orientation and supervisory/management training programs. Verification of attending such training will be placed in employees' file.



## CHAPTER XIX

### INDIAN CHILD PROTECTION AND FAMILY VIOLENCE PREVENTION ACT PL 101-630

#### GENERAL POLICY

It shall be the policy of the School to fully comply and implement all provisions of Public Law 101- 630, Indian Child Protection Law, including the following:

- A. To assure that action is taken to safeguard the best interests of all children.
- B. To ensure that the entire School community will be educated on child abuse issues.
- C. To institute reporting procedures and protocol of all child abuse and neglect cases.
- D. To ensure confidentiality of all persons involved.
- E. To establish and implement procedures for staff who have been charged with child abuse on or off duty.
- F. To ensure that a background check is conducted on the character of all staff hired by the School.

#### SECTION 1. EMPLOYEE RESPONSIBILITY

Any employee that suspects child abuse shall immediately obtain as much information as possible regarding the incident of suspected abuse including the name, age, sex of victim, alleged perpetrator's name, place of employment, supervisor's name and type of abuse. The employee will immediately notify the School Administrator charged with implementation of PL 101-630 via a written memo or letter of the alleged abuse.

#### SECTION 2. ADMINISTRATOR RESPONSIBILITY

The Dean of Students is the individual at the School charged with the responsibility of compliance and implementation of PL 101-630. The Dean of Students shall obtain as much information as possible confirming the information received and refer the alleged abuse to the Bureau of Indian Affairs law enforcement officials who will assume responsibility for the investigation. The Dean of Students will inform the Superintendent and other school officials on an *as needed* basis.

## CHAPTER XX

### DAMAGE TO EMPLOYEE VEHICLE/PROPERTY WHILE ON SFIS CAMPUS:

Santa Fe Indian School or the school's insurance does not cover damage or vandalism to employee vehicle/property while on campus unless there is negligence on the part of the school, as determined by SFIS.

## CHAPTER XXI

**EMPLOYEE ASSISTANCE DURING THE DEATH OF AN IMMEDIATE FAMILY MEMBER POLICY:**

In the spirit and tradition of assisting SFIS employees during the passing of an “Immediate Family Member”, SFIS will assist the employee’s family with a check for \$200.00 dollars. If there are two or more employees who are affected by the passing of the same immediate family member, the assistance to the family will remain at \$200.00 dollars total. This will remain in place as long as funds are available.

The procedural steps are: The employee will notify his/her immediate supervisor and key administrator of the passing of an immediate family member. The key administrator will notify the superintendent. The superintendent, will review the request and once approved, will forward the approved request to the Chief Financial Officer (CFO). The CFO will have the check cut in the employee’s name within twenty-four hours.

## CHAPTER XXII

**Employee Early Dismissal Policy:** Employees present on a workday when employees are dismissed early are not charged with any type of leave. Employees must be present at work at the time of early dismissal, to be eligible for the early dismissal. Employees absent on an early dismissal day are not eligible to have the early dismissal time deducted from their leave and will be charged with a full day of leave. Early dismissal is at the discretion of an employee's immediate key administrator /director.

## CHAPTER XXIII FLEET DRIVING POLICY

All Santa Fe Indian School employees who operate a Santa Fe Indian School vehicle must possess a U.S. Government Motor Vehicle Operator's Identification Card, adhere to the SFIS Safe Driving program regulations.

### **Program:**

#### **Requirements for obtaining a U.S. Government Motor Vehicle Operator's Identification Card**

Applicants are required to hold a valid driver's license, NM preferred.

1. Applicants must have no more than three moving violations (i.e. speeding, failure-to-yield, following too close, improper lane change, failure-to-stop, failure to use seat belt, improper turn, etc.) in the past three years (36 month) period.
2. Applicants must have no more than one major violation plus two other moving violations in the past three years (36 months) period.
3. An employee who incurs three moving violations and/or a major violation (regardless of severity) in a one-year period will lose the privilege of driving a School vehicle. Prior to restoring driving privileges, attendance at an approved defensive driving course will be mandatory at the employee's own expense and time. Proof of class participation will be required.

Loss of U.S. Government Motor Vehicle Operator's Identification Card may result in termination as per job description.

1. The following will apply to all employees who operate a school vehicle.
2. Will not use cell phone while driving.
3. When leaving the campus to turn North (left), must use the PHS traffic light (Cerrillos and Second Street).
4. Will ensure Seatbelts are worn by all passengers while the car is in operation.

**Major Driving Violations:** An employee may not operate a School vehicle if any of the following major violations and/or accidents appear on the Motor Vehicle Record (MVR) in the last three years (36 months).

1. Leaving the scene of an accident
2. Eluding or attempting to elude a police officer
3. Participating in an unlawful speed contest
4. Hit and run
5. Vehicular homicide or assault with a vehicle
6. Reckless driving
7. Driving under the influence (including alcohol and drug related)
8. Operating 25 MPH or more over the posted speed limit
9. Traffic violation resulting in death

10. Driving to endanger life
11. Racing contest
12. Operating with a suspended license
13. Refusing an alcohol or substance abuse test

An employee who incurs any of the above major violations/accidents listed will receive a suspension from driving any School vehicle. Probation may be considered only if there are extenuating circumstances for an employee with an otherwise good driving record. This will require the approval of the School Superintendent and be subject to terms outlined by the Superintendent.

### **Consent/Authorization Form**

To Whom It May Concern:

I \_\_\_\_\_, hereby authorize and request any police department, motor vehicle division, or other tribal entity to furnish to an authorized Santa Fe Indian School representative any and all information in its possession regarding my driving record. I understand that such inquiry is designed to produce information on my driving record which may be related to my employment at Santa Fe Indian School. I will allow a photocopy of this authorization be accepted with the same authority as the original. I understand that checks of my driving record will be made monthly.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **Chapter XXIV TRANSGENDER POLICY**

**Policy Statement:** Santa Fe Indian School will accept, respect, and support all students/staff regardless of sexual identity and gender identity.

As a school community, we want to provide a safe and healthy environment which supports all of our students academically, emotionally, and socially. That means making sure that our school's policies and practices are inclusive and respectful of all students.

**Definition of Transgender:** For most people, their gender identity matches their assigned sex at birth. For transgender people, that is not the case. We define transgender as females who were assigned the male sex at birth but whose lived experience of who they are is female. And males who were assigned the female sex at birth but whose lived experience of who they are is male.

**The following items are ideas to consider when establishing procedures:**

### **Access to Gender-Segregated Areas:**

- Provide unisex/co-ed/gender neutral options for bathrooms, changing areas, locker rooms (i.e., staff bathrooms, officials' room, nurse's office, etc.).
- A trans-person should have access to 'men-only' and 'women-only' areas. SFIS does also have gender neutral toilets but a trans-student is allowed to use the facilities for the gender in which they present. This may mean that a person changes the facilities they use at the point when they start to live in their acquired gender. In some situations, it may be helpful to explain the situation to other students who use the facilities, however this should only be done

following full consultation with the trans-person and if the trans-person concerned wants this conversation to take place. It is suggested that it is not acceptable to restrict a trans-person to using disabled toilets or other unisex facilities. Give options.

- Dormitory: Create a co-ed section of the dormitory (i.e., Pod C)

### **Athletic Eligibility**

- SFIS will follow the New Mexico Athletic Association's established policies.

### **Health Care:**

Develop private changing rooms and gender-neutral bathrooms for patient use, offer women's health exams outside of women's health services in cases where students are not comfortable in a women's space, and allow for students to have their preferred name used on medical records and announced when they are seen for an appointment.

## **Chapter XXV DOMESTIC PARTNERS POLICY (Subject to Change Without Notice)**

### **General**

Santa Fe Indian School is committed to providing equal employment and educational opportunities to all individuals. Therefore, the Santa Fe Indian School, effective 7/1/14, will provide equal employment benefits to employees with a domestic partner of the same or opposite gender. All Santa Fe Indian School employees that have a domestic partner as defined below shall be eligible for Medical, Dental, Vision, Supplemental Life and Voluntary AD&D insurance benefits, Bereavement Leave, Family and Medical Leave, and COBRA benefits. Qualifying events for COBRA include the employee's death, termination or reduction in hours. Separation is not a qualifying event (as there is no legal marriage).

### **Domestic Partners**

The Santa Fe Indian School defines domestic partners as two (2) individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

### **Qualifying Criteria**

To be recognized as domestic partners by the Santa Fe Indian School, both individuals must meet all of the following criteria, sign an Affidavit of Domestic Partnership form, and submit any necessary documentation to the Employee Benefits Department.

1. Neither partner is currently married or legally separated.
2. Domestic partners must have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely, and must share the same primary residence.
3. Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent to consent to contract.
4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage in the State of New Mexico.
5. Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. An Affidavit of Domestic Partnership form signed to that effect and proof of

three (3) of the following must be submitted to the Employee Benefits Department:

- a. A joint mortgage or lease.
- b. Joint ownership of a motor vehicle, joint bank account, or joint credit account.
- c. Domestic partner named as beneficiary of life insurance.
  
- d. Domestic partner named as beneficiary of retirement benefits.
- e. Domestic partner named as primary beneficiary in the employee's will.
- f. Domestic partner assigned durable property or health care power of attorney.
- g. Household expenses are shared by both parties.

**Providing false information** may result in loss of benefits, and disciplinary action, up to and including termination, and reimbursement of all liability including, without limitation, taxes, penalties, losses, reasonable attorney's fees and all cost involved in providing benefit coverage (premiums, claims, etc.).

### **Termination of Domestic Partnership**

Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Human Resources Department within thirty (30) calendar days, by completing a Termination of Domestic Partnership form.

### **Qualifying as a Child Dependent of Domestic Partners**

The child of a domestic partnership qualifies as an eligible dependent provided, however, that the child is primarily dependent upon the employee or domestic partner for support and:

If either of the domestic partners is the biological parent of the child.

If either or both partners are adoptive parents of the child, or

If the child has been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or by court order (excludes foster children).

### **A valid birth certificate must be provided for the eligible child prior to enrollment of benefits.**

#### **Exclusions**

Except for the eligible individuals described above, the following persons are not covered by Domestic

Partner benefits and are **not considered eligible** dependents: parents, foster children, ex-spouses and ex-domestic partners, mere roommates, and other relatives who are related to the SFIS employee to such degree of closeness that marriage would be prohibited in the State of New Mexico.

### **Tax Consequences of Domestic Partner Coverage**

Under federal tax law, if a domestic partner does not qualify as a tax dependent as defined below, then the fair market value of the premiums will be included in the employee's gross income, subject to federal and state income tax withholding and employment taxes, and will be reported on Form W-2.

A same-sex or opposite-sex domestic partner can qualify as a tax dependent under the Internal Revenue Code Section 152(a) if:

- a. The employee's home is the domestic partner's principal home; and
- b. The domestic partner is a member of the employee's household; and
  
- c. The domestic partner receives more than half of his or her support from the employee  
Support includes food, shelter, clothing, medical and dental care, education and the like.  
IRS Publication 501 provides a worksheet.

### **Enrollment**

Employees may enroll a qualified domestic partner/child within 30 calendar days from date of hire if

all requirements are satisfied. Applications received after the deadline will be refused, and the eligible partner/child may enroll only during open enrollment, or if the partner/child loses insurance coverage *involuntarily*. If the employee has insurance coverage, s/he may add a partner/child during switch enrollment to *existing* health plans. If domestic partner is not an employee of SFIS, the employee would bear the cost associated with additional coverage as per SFIS policy.

**Attachment**

Affidavit of Domestic Partnership  
Termination of Domestic Partnership

**SANTA FE INDIAN SCHOOL  
AFFIDAVIT OF DOMESTIC PARTNERSHIP**

**I. Declaration**

We, \_\_\_\_\_ and \_\_\_\_\_  
(Print Employee's Name) (Print Partner's Name)

**certify and declare that we are domestic partners in accordance with the following criteria and are eligible for Medical, Dental, Vision, Supplemental Life and Voluntary AD&D insurance benefits, Bereavement Leave, Family and Medical Leave, and COBRA benefits as defined in the applicable plans.**

**II. Domestic Partner Criteria**

1. Neither of us is currently married or legally separated.
2. We share the same primary residence and have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely.
3. We meet the age requirements for marriage in the State of New Mexico and are mentally competent to consent to contract.
4. We are not related by blood to the degree of closeness that marriage would be prohibited in a legal marriage in the State of New Mexico.
5. We are jointly responsible for the common welfare of each other and share financial obligations. Proof of three (3) of the following must be submitted to the Human Resources Department:
  - a. A joint mortgage or lease
  - b. Joint ownership of a motor vehicle, joint bank account, or joint credit account
  - c. Domestic partner named as beneficiary of life insurance
  - d. Domestic partner named as beneficiary of retirement benefits
  - e. Domestic partner named as primary beneficiary in the employee's will
  - f. Domestic partner assigned durable property or health care power of attorney
  - g. Household expenses are shared by both partners

**III. Change in Domestic Partnership**

1. We agree to notify the Santa Fe Indian School's Human Resource Department in **writing** within thirty (30) days of any change in our status as domestic partners as attested in this affidavit which would make the domestic partner and/or his/her dependent children ineligible for benefits (for example, if we no longer share the same principal residence), or if we wish to terminate domestic partner benefits. Coverage will be terminated as of the end of the month of the date of change in our status as domestic partners and/or dependents.

**IV. Certification of Domestic Partner as a Tax Dependent**



Under federal tax law, if a domestic partner does not qualify as a tax dependent as defined below, then the fair market value of the premiums will be included in the employee's gross income, subject to federal and state income tax withholding and employment taxes, and will be reported on Form W-2.

A same-sex or opposite-sex domestic partner can qualify as a tax dependent under the Internal Revenue Code Section 152(a) if:

- The employee's home is the domestic partner's principal abode; and
- The domestic partner is a member of the employee's household; and
- The domestic partner receives more than half of his or her support from the employee.

Support includes food, shelter, clothing, medical and dental care, education and the like. IRS Publication 501 provides a worksheet.

Please consult a tax advisor before you certify that your domestic partner seeking coverage is a dependent as defined by the Internal Revenue Code Section 152(a). If your answer is YES, you are not taxed on imputed income for the dependent coverage premiums and you are able to make contributions for the domestic partner's coverage on a pre-tax basis.

Please check one:

- Yes, my domestic partner qualifies as my dependent for Federal and State income tax purposes. I understand that on the basis of the above statements, you will consider the above person my dependent for all federal and state income and employment tax purposes.
- No, my domestic partner does not qualify as my dependent for Federal and State income tax purposes.

#### **V. Dependent Children of Domestic Partners**

- The child of a domestic partnership qualifies as an eligible dependent:
- If either of the domestic partners is the biological parent of the child
- If either or both partners are adoptive parents of the child, or
- If the child has been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or by court order (excludes foster children).

#### **Exclusions**

Except for the eligible individuals named above, the following persons are not covered by Domestic Partner benefits and are not considered eligible dependents: parents, foster children, ex-spouses and ex-domestic partners, mere roommates, and other relatives who are related to the

SFIS employee to such degree of closeness that marriage would be prohibited in the State of New Mexico.

1. We declare the following as eligible dependent (s):

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{name(s) of child(ren) and initials of both partners}

**A valid birth certificate must be provided for each eligible child prior to enrollment of benefits.**

**VI. Acknowledgements**

1. We understand that courts have recognized some non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property.
2. We acknowledge the Santa Fe Indian Schools advice that we consult an attorney and tax advisor before signing this document.

**We affirm, under penalty of perjury, that the assertions in this affidavit are true and correct. We understand that misrepresentation of fact may result in loss of benefits, and disciplinary action, up to and including termination. We agree to reimburse SFIS for any and all liability including, without limitation, taxes, penalties or losses (including reasonable attorneys' fees) that SFIS may incur arising out of its reliance on this affidavit if it is untrue in any respect or I fail to provide the notice required by paragraph III. (Both partners must sign this legal document in the presence of a Notary Public)**

\_\_\_\_\_ Date \_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_ Date \_\_\_\_\_  
DOMESTIC PARTNER'S SIGNATURE

STATE OF NEW MEXICO}   
  }   
COUNTY OF SANTA FE}

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_,   
By \_\_\_\_\_ and \_\_\_\_\_ as their own free act and deed.

\_\_\_\_\_  
Notary Public   
My Commission Expires: \_\_\_\_\_   
Date

## SFIS CAMPUS SURVEILLANCE POLICY - NEW POLICY 7.8.2022

### Policy Overview

The Santa Fe Indian School (“SFIS”) Board of Trustees (“BOT”) seeks to promote school safety and provide an effective educational and work environment. The BOT has carefully considered a person’s right to be free from invasion of privacy and has balanced it with the interest and duty of SFIS to promote the health, welfare and safety of students, parents, staff, and visitors. The BOT supports and reserves the right to install and utilize surveillance cameras, when necessary and appropriate, within specific areas of all academic buildings, athletic facilities, support buildings, school buses and/or within the external boundaries of the SFIS Campus.

### Scope and Applicability

This Policy provides guidelines and formalizes the process on the use of surveillance camera software and the placement of surveillance cameras located on the SFIS campus, to ensure the protection of individual privacy rights of students, parents, and staff.

This Policy outlines the conditions upon which stored images or video are to be used and when and how surveillance software and cameras are to be installed, as part of crime deterrence; to capture evidence of a crime; to promote health and safety; and to safeguard and monitor the SFIS campus. This policy applies to all students, parents, employees (exempt, non-exempt, contract), contractors, service providers, and visitors.

### Policy Statement

SFIS is committed to the deployment of best practices of safety and security. SFIS acknowledges that the use of video surveillance technology is to be a part of the SFIS Emergency Operations Plan and overall campus safety plan.

### Definitions

1. **Board of Trustees** appointed by the 19 Pueblos for the authority of oversight and management of the School Campus, land held in Trust on behalf of the 19 Pueblos of New Mexico.
2. **Exempt Employee** Administrative and professional employees as defined by the Fair Labor Standards Act who.
3. **Non-Exempt Employee** Employees as defined by the Fair Labor Standards Act.
4. **Contract Employee** Employees who are under contract with SFIS.
5. **Privacy Areas** are areas such as bathrooms, athletic locker rooms, shower areas, changing rooms, student living dormitory rooms and similar areas where students and staff have a reasonable expectation of privacy as defined by law.
6. **School Property** means any SFIS land and all buildings situated on the SFIS property, any SFIS owned/leased vehicles and any other SFIS-approved vehicle used to transport students/staff to and from SFIS activities or for SFIS business.

7. **Security Surveillance Equipment** is software, equipment or device used to monitor, track or observe persons or things related to any type of investigation or evidence gathering process wherein the need for the highest degree of security is mandatory, so not as to compromise school operations in general or personnel in particular.
8. **Surveillance Camera** is an SFIS-owned camera, technology or communications device used alone or in conjunction with a network for the purpose of gathering, monitoring, recording or storing an image or images of SFIS facilities for security purposes. This does not include classroom audio or visual equipment for instructional purposes. Image capture may use any technological format.
9. **Surveillance Monitoring or Recording** refers to using a camera and supporting software technology to observe, review, report or store visual images to deter crime, to protect the safety and security of the SFIS, to collect evidence of a crime. This does not include classroom audio or visual equipment for instructional purposes.
10. **Video** is the comprehensive term for all recorded (still or action) images that are addressed as part of this policy. Images are visual only and do not include audio, with the exception of the SFIS Security entrances.
11. **Monitoring** Observing the live camera feed as it occurs.

## **Policy Process**

### **A. Installation Procedures and Locations**

1. The use of surveillance cameras is limited to the purpose of investigating a violation of the law, criminal activity, student violations and the destruction of school property. Individuals who do not violate any of the above, will be provided reasonable expectation of privacy as defined by law.
2. Installation will be prohibited where a reasonable expectation of privacy exists, such as an office, room or cubicle reserved for that individual's exclusive use. This would exclude break rooms, school buses and common areas in locker rooms, bathrooms and classrooms.
3. Surveillance cameras will not be installed in areas deemed private, such as bathrooms, athletic locker rooms, shower areas, changing rooms, student living dormitory rooms and areas where students and staff have a reasonable expectation of privacy as defined by law.
4. All new installations and removal of existing surveillance cameras will only occur with the advance approval of the Superintendent, and must be coordinated with the Office Security, Emergency Response Coordinator and Information Technology.
5. Surveillance software and cameras used for monitoring or recording must be conducted in a professional, ethical and legal manner consistent with this Policy.
6. Tampering with surveillance cameras or unauthorized access to or duplication of recorded video is strictly prohibited.
7. Surveillance cameras will be installed and configured to prevent tampering with or unauthorized duplication of recorded video.
8. SFIS will post signage through campus indicating surveillance cameras are in use.

## **B. Viewing**

1. Information regarding student violations may be accessed by key administrators investigating and or processing student violations, as identified in the SFIS Violations Matrix.
2. Information regarding student violations, requested by law enforcement will be approved as determined by Superintendent or designee according to law.
3. The existence of this Policy does not imply or guarantee that cameras will be monitored in real time 24 hours a day, seven days a week; however, the SFIS reserves the right to do so.
  - a. The surveillance camera system does not guarantee that someone on SFIS campus property is safe from crime or injury.
  - b. There is no guarantee that SFIS Security will be able to observe and respond to a crime or other emergencies in progress.
  - c. Victims and witnesses of crime should immediately contact SFIS Security. In the event of life threatening and or medical emergencies, dial 911 immediately.

## **C. Storage and Retention**

1. Recorded surveillance camera data will be retained for a maximum of 28 days unless required for a continuing investigation of an incident, after which the recorded data will be permanently removed from storage servers.
2. All recorded data will be stored on designated secured network with access limited to authorized personnel, as determined by Superintendent or designee.
3. Access and storage will be managed according to established Office of Information Technology procedure.
4. Recorded data retained for investigation purposes will be strictly managed with limited access.

## **D. Release of Information**

1. Information regarding student conduct may be requested from Superintendent or designee, in accordance to privacy, as defined by law.
2. SFIS administrators with access to surveillance are prohibited from using or disseminating information acquired from surveillance cameras except as approved by the Superintendent or designee.
  - a) All other requests for the release of information obtained through surveillance monitoring or recording must be approved by the Superintendent or designee.
  - b) The Superintendent will process such requests in accordance with the applicable law and SFIS policy.

c. Any release of recorded data will be documented by the Office of the Superintendent, Trust Land Management Director and Information Technology Director.

d. SFIS reserves the right to notify individuals identified in the recorded data.

3. Any employee who violates this Policy will be subject to discipline up to and including termination.

### **Statement of Accountability and Responsibility**

The Superintendent or her designee shall be responsible for enforcing surveillance camera policies and procedures. Students or staff in violation of this board approved policy, shall be subject to appropriate disciplinary action. Others may be referred to law enforcement agencies, as determined by SFIS.