



**NAVAJO COUNTY  
SPECIAL SERVICES CONSORTIUM  
INFORMATIONAL HANDBOOK**

**COMPILED BY:**

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**REVISED JULY 2009**

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## **DESCRIPTION**

The public school districts have elected to join with the Navajo County School Superintendent of Schools to provide certain special education services to students with disabilities. The Navajo County Schools Office is the Administrative Unit and the Navajo County Superintendent appoints an Administrator/Director. Special services have been developed for all size school districts and each is an equal partner in the collaborative effort.

A program was initiated in 1988 providing schools in the service area an opportunity to share the cost of needed services. A seed grant from the Arizona Department of Education, Special Education Division was secured making it possible and economically feasible to fund the programs and services.

Specialists such as: Occupational Therapists, Physical Therapists, School Psychologists and Speech-Language Pathologists visit the school districts on an arranged schedule established in cooperation with the local schools.

These specialists conduct evaluations, assessments and perform direct services as requested by the school districts. They work as a part of the "Interdisciplinary team" and meet with students, parents, teachers, assistants, aides and the administrator as required by the district policy. They complete evaluations and subsequent reports on students' services. Specialists also develop workshops and seminars for training local technical assistants, teachers and parents.

## **BACKGROUND**

In the mid 1980's, the Navajo County School Superintendent (NCSS) saw a need for related services to Navajo County School Districts since there were few services available from local therapists. The special education needs were specifically in the

areas of: Audiology, Hearing Impaired, Occupational Therapy, Physical Therapy, Speech-Language Pathology, Gifted Consultants and Visually Impaired Consultants.

The idea of delivering services on a cooperative basis started on a small scale, as shared services, and has developed into the N.C.S.S.'s "Special Services Program." The services provided primarily came from expressed needs of the local school districts, which elected to become members of the organization through an Intergovernmental Agreement or Membership Agreement. School districts in both Apache and Navajo County are now eligible to be members of the Consortium.

## **GOALS AND PHILOSOPHY**

The mission of the "Special Services Program" is to provide related services to its member school districts to assist in the delivery of quality educational opportunities to enhance student achievement in a most cost effective manner.

The major goal of the Special Services is to provide continuous quality services designed to meet the unique needs and abilities of exceptional children.

## **ADMINISTRATION**

Administrative functions are performed by the Administrator/Director's office in cooperation with the Navajo County School Superintendent's Office. Budget assistance, purchasing, office support, processing of reports, payroll expense, collecting and contracting with staff development, or sub-contracting with outside providers are handled with joint staff members.

The Navajo County School Superintendent has agreed to serve districts and students in Apache County as long as there is a need for the special services and the district is willing to abide by the same terms as Navajo County members.

The role of the Administrator/Director is to serve as the direct supervisor of NCSSC specialists and as liaison between member districts and NCSSC personnel. In addition to the Administrator/Director's supervisory role, they are responsible for the day to day management of the NCSSC finances, recruitment, and specialist training. The Administrator prepares an annual budget based on the Agreements to Accept Services that are received from the member districts and the recommendations of the Advisory Council. The Administrator/Director is responsible for maintaining this budget.

### **ADVISORY BOARD**

The Advisory Board is composed of representatives from each school district participating in the Special Services program. The plan is to involve each district in the program by having a representative on the board at all times; allowing input from both segments of the district namely the administrative and special education departments. The group meets a minimum of once a year, in the early spring, and will meet more often as the need arises. The meeting is intended to be an opportunity for input and reporting on the state of the Consortium.

In addition, Advisory Council meetings will be held a minimum of two times throughout the school year. The Advisory Council will consist of representatives from member districts which may change from year to year. The Navajo County Superintendent of Schools and NCSSC Director will have permanent seats on the Advisory Council. Council members are selected by the NCSS and NCSSC Director with input from the Advisory Board members. The duty of the Advisory Council is to examine the needs for the coming school year and makes adjustments necessary for the present year. Included in their responsibility is the review and revision of membership policies and procedures. New membership in the Consortium is subject to approval by the Advisory Council.

This Council provides ongoing advice and direction to the Administrator/Director and the Navajo County School Superintendent. The Administrator/Director serves as chairperson for the advisory council meeting as well as the advisory board meeting, collecting items for the agenda, distribution of the agenda and implementing the results of the meeting in cooperation with the Navajo County School Superintendent and the member schools.

# Directory

2009-10

<b>Name</b>	<b>Office/Message Phone</b>	<b>Position</b>
Linda Morrow	524-4204	NAV.CO. SCHOOL SUPERINTENDENT
Jeff Meeks	524-2123	Special Services Director/Administrator
Olivia Jaquez	524-2123	Office Manager
Kim Brennan	524-2123	Speech-Language Technician
Carla Cenatiempo	524-2123	Occupational Therapist
Angela Curtright	524-2123	Speech-Language Pathologist
Bonita Dalton	524-2123	Occupational Therapist
Kris Devore	524-2123	Speech-Language Pathologist
Leighanne Ervien	524-2123	COTA
Scott Ferrin	524-2123	Occupational Therapist
Janette Fiske	524-2123	COTA
Brad Hoebing	524-2123	School Psychologist
Dorcas Kayquaptewa	524-2123	Speech-Language Technician
Linda Kramer	524-2123	Physical Therapist
Mary Laws	524-2123	Speech-Language Pathologist
Elaine Lee	524-2123	Speech-Language Technician
Dana Mrvica	524-2123	Physical Therapist
Kathleen Proctor	524-2123	Speech-Language Pathologist
Alexis Sanderlin	524-2123	Speech-Language Pathologist
Dan Scott	524-2123	Occupational Therapist
Wendy Scott	524-2123	Occupational Therapist
Marian Smith	524-2123	Speech-Language Pathologist
Melanie Solomon	524-2123	Speech-Language Technician
Julie Thieme	524-2123	Speech-Language Technician
Daiana Trapp	524-2123	Physical Therapist

## **2009-10 PROGRAM HOLIDAY CALENDAR**

July 4	Independence Day (Office Closed)
September 7	Labor Day (Office Closed)
November 11	Veteran's Day (Office Closed)
November 25-27	Thanksgiving Holiday (Office Closed)
December-January (10 DAYS)	Christmas Break (Office Closed the 25 <sup>th</sup> & Jan 1 <sup>st</sup> )
January 18	Civil Rights Day (Office Closed)
February 15	President's Day (Office Closed)
March (5 DAYS)	Spring Break (Follow Your District Calendar)
May 31	Memorial Day (Office Closed)

## **INSERVICE CALENDAR**

The following are staff meeting dates:

All staff members are **required** to attend these meetings. Dates may change per Director's discretion.

July 30 NEW EMPLOYEES

July 31 ALL EMPLOYEES

September 4 NEW EMPLOYEES

October 2 ALL EMPLOYEES

January 29 ALL EMPLOYEES

May 7 ALL EMPLOYEES

## **INDIVIDUAL CONTRACTS AND THE EMPLOYEE HANDBOOK**

If any individual contract contains any terms, conditions or language inconsistent with this handbook, the contract during its duration shall be the controlling document. This handbook serves as an information source to give an overview of the operations of the Special Services Program and is not intended to supplant any contractual agreement.

## **STAFF ORIENTATION**

The Administrator/Director will establish a program to provide orientation for all employees. This program will at a minimum cover the following items:

- \*Goals, objectives, and programs of the Consortium.
- \*Personnel policies.
- \*Terms of employment.
- \*Disciplinary rules and procedures.
- \*Fringe benefit plans.
- \*Self-improvement opportunities.
- \*The evaluation program.
- \*Suggestions of do's & don't in schools on the reservation.
- \*Handling of body fluids and safety practices.
- \*Other items as necessary.

## **STAFF DEVELOPMENT OPPORTUNITIES**

The Navajo County School Superintendent and the Administrator/Director recognize the important responsibility to provide opportunity for professional growth. There are four inservice days included in each full time contract.

## **PROFESSIONAL DEVELOPMENT**

Full-time service providers receive up to \$1100.00 per fiscal year for professional development activities. All professional development requests must be submitted in advance to the Administrator/Director. Approval is at the discretion of the Administrator/Director.

Requirements of professional development are:

1. The professional development program can be classes or conferences at or sponsored by certified universities, colleges, federal or state agencies.
2. The training is approved by certifying agencies for CEU'S with those agencies.
3. The training is research based & meets No Child Left Behind requirements. If submitted sufficiently in advance & purchase orders are accepted, NCSSC can directly pay for courses or training.

All approval for professional development must be submitted by April 1, 2010 for the rest of fiscal year. Only returning staff will have professional development approval after this time. Professional development funds must be used by the individual service provider and may not be transferred to another employee or "cashed out" at the end of the school year.

Professional development allowance will be prorated (on a person by person pre-approval) if a person leaves before the end of their contract or is employed less than full time.

### **TEST KITS AND SUPPLIES**

Each service provider is issued test kits and/or supplies that are the property of the NCSSC. Any supplies (other than consumables) purchased by NCSSC funds shall remain the property of the NCSSC and must be returned to the NCSSC office when the therapist leaves the employment of the NCSSC. Testing materials will be maintained by the NCSSC including the purchase of test protocols and updating test versions as new

versions become available. The employee is responsible to notify the NCSSC office when such testing supplies are needed. The NCSSC Director will determine which test kits to purchase and individual requests for specific tests are subject to the approval of the Director.

### **SPECIALIST ASSIGNMENTS AND TRANSFERS**

The Navajo County School Superintendent and the Administrator/Director reserve the right to transfer or reassign any employee or consultant to meet the needs of the Special Services Program at any time during the contracted year.

### **SALARY PLACEMENT**

The Navajo County Special Services Consortium is operated under A.R.S. 15-365 A & B. The Navajo County Special Services Consortium salaries are not bound by the rules and regulations that local school districts are required to observe. Salaries are established on a supply and demand basis to be as consistent as possible, yet competitive enough to obtain the necessary specialist.

Salaries are non-negotiable and determined solely by placement on the board approved salary scale. Placement on the salary scale is contingent upon years of experience and level of education.

### **SALARY PAYMENT**

Pay periods will occur every other Friday per a predetermined schedule. Exceptions to the schedule will be made when an employee leaves the employment of the Special Services Program. (See Payroll Calendar)

### **SURE PAY**

Any employee may choose to have their pay warrant directly deposited in a local bank or credit union. Advance notice must be given and the appropriate forms completed to

assure proper procedures. The Administrator/Director can arrange for this service if a request is made in writing.

### **PROFESSIONAL STAFF MEETINGS**

The Administrator/Director will arrange for and hold staff meetings as needed. These are typically held four (4) times per year according to the inservice meeting schedule. New service providers participate in an additional two (2) inservice meetings. All staff members are **required** to attend these meetings. Absence from these meetings cannot be made up & as a result there will be a deduction from payroll for that absence.

### **SPECIALIST TIME SCHEDULES**

All specialists and consultants shall report to the assigned school on time and shall, as scheduled, be available until the time they are scheduled to leave the district. Any meetings that are scheduled during or outside of the specialist's day that involve a student on the specialist's roster must be attended unless specific permission from the District Special Education Director has been received. Comp time may apply with proper arrangements with the District Special Education Director. All "special arrangements" must be communicated in writing to the Consortium Director and include the signature of the District Special Education Director. It is important the Specialist contact the Special Education Director and building Principal upon arrival unless other arrangements are made previously. There will be times where we need to contact a specialist in the field through the Special Education Director.

Staff members are expected to be in their respective schools as the schedule prescribes so that they may service students, consult with district personnel, parents, and/or attend to other duties as necessary.

**The presence of staff family members in work areas during scheduled duty hours is not permitted.**

## **HOURS OF WORK**

All specialists will need to leave early enough from their home base of operation to arrive at the school in the assigned district in order to begin work by 8:00 AM, utilizing one-half hour for lunch and leaving the district no earlier than 3.30 PM unless a different start and end time is pre-approved by the local special education director in writing, and the Consortium Director is notified in writing. The normal working hours for NCSSC personnel shall not exceed 8 hours with half hour for lunch unless other arrangements are made between the NCSSC and the district. These working hours so not include travel to and from the district. However these hours do include travel within the district.

The special education director may take into consideration such things as inclement weather, completed work and all reports filed with the school. All specialists need to establish at their assigned schools the personnel and location where, when, how and with whom they are to report to on the days they are in those districts. The specialist must complete all contract days before the last day the school district is in session or their final pay will be docked as necessary.

There will be no carry over days to ESY, they must be contracted separately.

## **INCLEMENT WEATHER / SNOW DAYS / EARLY RELEASE**

If the specialist is unable to travel to a district or school it will be necessary to use leave or make up the day missed unless the specialist has permission from the principal, Special Education Director or whomever is acting as SPED Director of the district in writing to use the day as a day to work on reports or records for that particular school. The day must be charged against the school district for billing and payment purposes.

The make-up day will need to be rescheduled and calendared through the Administrator/Director with exception of sick leave or pre-approved absence.

Assigned school districts are responsible for notifying specialists in the event of school cancellation or delay due to inclement weather. Each individual district must establish a procedure for notifying the specialists. If the specialist is not duly contacted, and they arrive on campus to work, the district will be billed for the full day of services whether school is in session or not.

Early release days will be billed as full contract days. In the event of an early release the specialist will be given the opportunity to remain on campus after students have left and work on duties other than direct student services. Specialists are not to be sent home unless the District Special Education Director has authorized the partial day to be paid as a full day.

### **CASELOAD SIZE**

In order to provide quality services to students within the member districts, the districts agree to restrict caseload size to a 'reasonable limit'. 'Reasonable limit' is defined as 40-50 students for a full-time speech provider, and 30-40 students for a full-time occupational therapy or physical therapy provider (ASBA Manual I-4561©IIB-R).

Caseloads beyond these limits must be considered on a case by case basis and may be approved by NCSSC Director if the district demonstrates necessary support for therapist (i.e., assistant or aide assigned to assist with services, number of students on consultation versus direct therapy, etc.). In the event that caseload needs extend beyond the number of service days requested by the district, the district will be offered the opportunity to increase number of service days requested or opt to assign a portion of the caseload to another provider within the district.

### **SICK LEAVE/PERSONAL LEAVE**

Service providers have a service contract for fewer than the total number of days school is in session. The difference between contracted days and school days are to serve as the service provider's annual leave. Full-time employees have approximately 12 flexible days to take leave throughout the year. These days are not paid separate from the employee's contracted salary and employee will not be paid for any unused days. In addition, if a service provider chooses to work days beyond their original contract without the written agreement of the Director they will be considered unpaid, non-contract days.

## **FAMILY MEDICAL LEAVE ACT**

FAMILY LEAVE: The purpose of the Family and Medical Leave Act of 1993 (hereinafter referred to as Family Leave) is to entitle employees to take up to twelve (12) workweeks of leave during any twelve (12) month period for adoption or childbirth, the placement of a child with the employee for adoption or foster care, or to care for a seriously ill child (son or daughter), parent, spouse or the employee's own illness.

### **A. Eligibility:**

1. All employees are eligible for Family Leave if they have been employed with Special Services Consortium for:
  - a. At least twelve (12) months; and
  - b. For at least 1,250 hours (156 days) of service with the Special Services Consortium During the previous twelve (12) month period).
2. Under certain circumstances, the highest paid 10% of the work force may be denied Family Leave if such a leave would cause an economic hardship for Navajo County.

B. Requirements:

1. An employee shall be entitled to twelve (12) workweeks of leave during “rolling” twelve (12) month period for any of the following reasons or combination of the following reasons:
  - a. The birth of a child and in order to care for such a child.
  - b. Because of the placement of a child with an employee for adoption or foster care.
  - c. In order to care for the spouse, child or parent of the employee.
  - d. Due to a serious health condition that makes the employee unable to perform the duties of the position held.
2. Family leave may be taken intermittently or on a reduced schedule if so requested in advance by the employee and approved by the Director.
3. For the purposes of this Article, a “serious health condition” shall be defined as “an illness, injury, impairment or physical or mental condition” involving either inpatient care or continuing treatment by a certified health care provider.

C. Paid/UnPaid Leave:

1. Before unpaid Family Leave will be granted, an employee must first exhaust any accrued annual (vacation) and personal leave.

2. Any paid leave (i.e., annual, personal or sick) granted during a Family Leave a period shall be counted towards the annual total twelve (12) workweeks of Family Leave.
3. Sick leave may only be used to cover periods of incapacitation of qualified employees.

D. Employee Notice:

1. If the necessity for Family Leave is foreseeable by an employee (i.e., expected childbirth, adoption) an employee must provide their Director with not less than thirty (30) days notice before the date of leave is to begin.
  - a. Make a reasonable effort to schedule such treatment as to not disrupt essential operation(s) of the department;
  - b. Provide their Department Head with not less than thirty (30) days notice before the date the leave is to begin.

E. Husband and Wife - Both Consortium Employees: If husband and wife are both employed by Special Service Consortium, the total aggregate number of work weeks of Family Leave will be limited to twelve (12) total work weeks during any twelve (12) month period for the purposes of caring for a new child or sick parent.

F. Medical Certification:

1. In order for an employee to be granted Family Leave due to medical treatment of a spouse, child (son and/or daughter), parent or an employee's own treatment, a certificate from

the health care provider is required. The certificate must include:

- a. The date on which the condition commenced.
  - b. The appropriate medical facts of the condition.
  - c. If the Family Leave is to be granted for the care or assistance in the recovery from an illness of a child, parent, or spouse, a statement that the employee is needed to provide the care.
  - d. If the Family Leave is to be granted for an employee's own treatment, a statement that the employee is unable to perform the duties of his/her position.
  - e. For planned employee intermittent leave or reduced work schedule, the dates and duration of each period, what treatment is expected, and a statement of the medical necessity.
  - f. A statement that the leave is necessary for planned intermittent or reduced work schedule time for the care or assistance in the recovery from an illness of a child, parent, or spouse.
2. Statements from the health care providers shall be given to the Director for review and approval.
  3. Special Service Consortium reserves the right to have the

employee obtain a second opinion, or third opinion if necessary, at Special Service's expense regarding certification by providers.

4. Employees on Family Leave are required to inform their Director at least every 30 days as to their status and possible return to work. The Special Service Consortium reserves the right to require an employee to obtain subsequent re-certification(s) from a health care provider on a reasonable basis as deemed necessary by the Director.

G. Replacement during Family Leave: Special Service Consortium

Reserves the right to replace an employee, on a temporary or Permanent basis, while such employee is on Family Leave.

H. Return From Family Leave:

1. As a condition of restoration, an employee returning from Family Leave must provide his/her Director with a certification from the attending health care provider that they can return to work. The certification must outline what duties the returning employee can assume (i.e., normal duties, can lift only 10 pounds, etc.).
2. An employee returning from the Family Leave shall:
  - a. Restored to the same position held when the leave commenced, or
  - b. Restored to a comparable position with equivalent benefits, pay, etc.

I. Health Benefits:

1. Employee Coverage:
  - a. For an employee on Family Leave, Special Services Consortium shall maintain and continue to pay for the employee's medical coverage under the Special Services Health Plan.
  - b. If the employee fails to return from Family Leave after the period of leave expires, all premiums paid for group health coverage during the period of unpaid Family Leave will be recovered from the employee.
2. Dependent Coverage, employee on Family Leave who has dependent health coverage shall bear the responsibility to maintain and continue to pay for dependent medical coverage if the employee so chooses. Arrangements to pay for dependent medical coverage are to be made with the Navajo County School Superintendent Office prior to the commencement of the Family Leave.

- J. Leave Accruals: Annual and sick leaves shall not accrue during a period of Family Leave.
- K. Employees starting a period of Family Leave from the 1st through the 15th of the month shall not accrue sick leave for that month. Employee's starting a period of Family Leave from the 1st through the 15th of the month shall accrue Sick Leave for that month.
- L. Employee's returning from a period of Family Leave from the 1st through the 15th of the month shall accrue Sick Leave for that month.  
Employee's returning from a period of Family Leave from the 16th

through the last day of the month shall not accrue Sick Leave for that month.

## **TRAVEL / VEHICLES**

1. All specialists traveling to provide services will be compensated for such travel according to the established Vehicle Allowance matrix. Placement on the matrix is dependent upon the number of days the service provider works per school year and the average number of miles the service provider drives in a given day.
2. Service providers who drive fewer number of average miles per day than the Vehicle Allowance matrix displays will not receive a Vehicle Allowance or per mile reimbursement. The exception to this is the opportunity for single day (per mile) reimbursement for specialists attending a required NCSSC inservice meeting. To receive compensation, the specialist must complete all appropriate travel forms and sign / submit to the Administrator /Director for confirmation, change & approval.
3. Vehicle Allowances will be calculated by the NCSSC Administrator / Director when the service provider's assigned districts and number of days is finalized. Allowances are considered to be monthly and will span across the regular 10 months of the school year (i.e., \$300 per month for 10 months). Payments will be made as part of the specialist's regular pay check cycle and are considered a fringe benefit.
4. Vehicle Allowances are subject to change if a service provider's number of days or district assignments change considerably during the school year.
5. For out-of-region travel (Outside Apache & Navajo County) all staff will need pre-approval for travel in order to be reimbursed for expenses.
6. Specialists benefiting from the use of a NCSSC vehicle are responsible for maintaining their vehicle by obtaining oil changes, repairing flat tires, washing and vacuuming vehicles, etc. Oil changes and regular vehicle

maintenance should be obtained at a location near the service provider's home to avoid lengthy trips on non-work days. The NCSSC will reimburse all regular maintenance to vehicles including car washes. Car washes without a receipt will be reimbursed up to \$10 per month. Damage to the vehicle that has gone unreported will be charged back to the specialist.

7. Travel to pick-up and drop-off a NCSSC vehicle at the beginning or end of a work year is the responsibility of the specialist and will not be reimbursed by the NCSSC.
8. NCSSC vehicles will be assigned to service providers at the discretion of the Administrator/Director. Vehicle assignments are subject to availability. Vehicle assignments may change from year to year depending upon various factors including distances driven by employee, number of days worked, employee's history of NCSSC vehicle maintenance, availability, etc. The privilege of using a NCSSC vehicle may be revoked if reports of misuse are received by the Administrator / Director.
9. Absolutely no personal use of NCSSC vehicles is permitted and falls under the definition of "misuse". This includes driving a route that is significantly different than the day to day travel to and from a work site for the purpose of grocery shopping, etc. In the event a store or restaurant is on the usual route taken by the service provider they may make a brief stop. However, this should not become a habit.
10. NCSSC service providers assigned a NCSSC vehicle may elect not to drive their NCSSC vehicle on a given day due to concerns for weather, after work activities, etc. On such days the service provider will not receive mileage reimbursement. The only exception to this policy is if their NCSSC vehicle is being repaired and a loaner vehicle has not been provided.

11. Service providers not regularly using a NCSSC vehicle may utilize a NCSSC vehicle for travel outside the NCSSC coverage area to attend conferences, etc. if one is available.

## **PAPERWORK**

NCSSC employees are expected to submit required paperwork in a timely manner at the conclusion of every month (by the 5<sup>th</sup> of the following month). Paperwork shall consist of signed daily service forms, monthly service reports, paperwork day forms, and travel logs. In addition, any receipts for reimbursement (gas for NCSSC vehicles, etc.) must be submitted at this time. Failure to submit documentation in a timely manner may result in the delay of payment. Vouchers for expenses other than payroll are submitted to the NCSSO every other week and alternate with payroll weeks. Even though requests for reimbursement may be submitted on time, the actual payment of these expenses is subject to the regular voucher schedule.

## **INSURANCE**

Employees are covered by life, medical, and dental insurance programs adopted by Navajo County Special Services Consortium. Employees are not Navajo County employees. The employer is the Navajo County Special Services Consortium, as part of the office of the Navajo County School Superintendent. The life, medical, and dental insurance is paid by the employer. Any covered employee seeking coverage for dependents may give authority to withhold the added premium from the employee's paycheck.

## **HOUSING**

Employees are responsible to find and pay for their own housing. Many NCSSC member districts on the Navajo Reservation offer discounted housing to NCSSC service providers. However, the offer to provide housing is on a case by case basis and not guaranteed unless the district has contractually agreed to this service. The NCSSC

Director will work on behalf of service providers to assist them with finding suitable housing. However, the ultimate responsibility for finding the housing and signing housing contracts lies with the service provider.

In the event a NCSSC employee secures housing with a NCSSC member district they will be expected to honor the terms of their housing agreement including payment of rental fees, maintaining the property, etc. Employees who fail to comply with their responsibility for honoring housing agreements with member districts will be subject to legal action by the member district. Member districts provide housing as a benefit to NCSSC service providers and those who benefit from these services have the potential to perpetuate or terminate these generous benefits for themselves and future service providers. NCSSC employees are expected to behave ethically and responsibly in their relationship with member districts.

### **PHOTOCOPYING AND FAX SERVICES**

The specialists are authorized to utilize the copy and fax machine in the Administrator/Director's Office. The office manager will assist and help in the use of these machines.

When a specialist is in a local district or school, the office personnel have been very helpful in allowing the use of their machines. However, specialists must obtain permission to use the machines & telephones from the secretary, principal or the SPED Director before proceeding. Each school may have a different policy that needs to be observed.

### **REPORTING CHILD ABUSE/CHILD PROTECTION**

Any school personnel or any other person who reasonably believes that a minor is or has been the victim of physical injury, child abuse, or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the

available medical history as being deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two (72) hours. Pursuant to A.R.S. 13-3620, such reports shall contain:

- The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injury or neglect
- Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonably allegation that a person certificated by the Department of Education has engaged in conduct involving minors that or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person fist suspects or receives an allegation of the conduct.

Any school employee who has orally reported to CPS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the District Administrator of the oral report not later than the next workday following the making of the report.

Abuse means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. 8-821, and which is caused by the acts or omissions of a individual having care, custody, and control of a child. Abuse shall include inflicting or allowing sexual abuse pursuant to A.R.S. 13-1410, commercial sexual exploitation of a minor pursuant to A.R.S. 13-3552, sexual exploitation of a minor pursuant to A.R.S. 13-3553, incest pursuant to A.R.S. 13-3608, or child prostitution pursuant to A.R.S. 13-3212.

Child, youth, or juvenile means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as “reportable offenses” are:

- Indecent exposure [A.R.S. 13-1402 ]
- Public sexual indecency to a minor [A.R.S. 13-1403]
- Sexual abuse [A.R.S. 13-1404]
- Sexual conduct with a minor [A.R.S. 13-1405]
- Sexual assault [A.R.S. 13-1406]
- Molestation of a child [A.R.S. 13-1410]
- Furnishing items that are harmful to a minor via the internet [A.R.S. 13-3506.01]
- Surreptitious photographing, videotaping, filming, or digitally recording of a minor [A.R.S. 13-3019]
- Incest [A.R.S. 13-3608]
- Child prostitution [A.R.S. 13-3212]
- Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. 13-3553]
- Luring a minor for sexual exploitation [A.R.S. 13-3554]
- Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]

## **PROFESSIONAL STAFF EMPLOYMENT**

It shall be the policy of the Navajo County School Superintendent to employ and retain only the best-qualified personnel. This will be accomplished by giving careful consideration to qualifications, training, and experience.

The Navajo County School Superintendent must approve all employment. While this responsibility cannot be waived, the Navajo County School Superintendent will work cooperatively with the Administrator/Director in recruiting staff. All personnel selected for employment must be recommended by the Administrator/Director and approved by the Navajo County School Superintendent. To aid in obtaining the best available staff, the Navajo County School Superintendent adopts the following general guidelines:

- \* There will be no discrimination in the hiring process due to age, sex, religion, race, color, national origin or physical disability.
- \* Candidates for all positions shall be able to deliver quality service in a friendly and cooperative manner.
- \* It is the responsibility of the candidate to provide evidence of meeting state or national requirements for certification or registration, if required for practice, and have the certification available or in process before beginning work or receiving a salary. All staff is responsible for keeping the office current on re certification and renewal of fingerprints. Lack of current certification and fingerprints shall result in pay being withheld until the office has current documents. Lack of current car insurance cards in the file will result in reimbursement checks being held until current documentation is in the office.
- \* Provide proof of car insurance.
- \* Obtain fingerprint clearance from Department of Public Safety.
- \* Individuals shall certify on a prescribed notarized form, if teaching Certification is required, whether they are awaiting trial on or have ever been convicted of or admitted to committing any of the following criminal offenses:
  1. Sexual abuse of a minor.
  2. Incest.
  3. First or second-degree murder.
  4. Kidnapping.

5. Arson.
6. Sexual assault
7. Sexual exploitation of a minor.
8. Felony offenses involving contributing to the delinquency of a minor.
9. Commercial sexual exploitation of a minor.
10. Felony offenses involving sale, distribution or transportation of, offer to sell, transport or distribute or conspiracy to sell, transport or distribute marijuana, dangerous drugs or narcotic drugs.
11. Felony offenses involving the possession of use of marijuana, dangerous drugs or narcotic drugs.
12. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
13. Burglary in the first degree.
14. Burglary in the second or third degree.
15. Aggravated or armed robbery.
16. Robbery.
17. A dangerous crime against children as defined in A.R.S 13-604.01.
18. Child abuse.
19. Sexual conduct with a minor.
20. Molestation of a child.
21. Manslaughter.
22. Assault or aggravated assault.
23. Exploitation of minors involving drug offenses.

The Navajo County School Superintendent or her representative must exercise and implement the procedures of A.R.S. 15-512 which requires documented, good-faith efforts to contact previous employers of a person to obtain information and recommendations that may be relevant to the person's fitness for employment. This may include background checks for local, county, and state felony/misdemeanor records.

## **PROBATION OF NEW STAFF**

A newly hired Employee is considered to be on probation for the first calendar year and an Employee may be released with ten (10) days notice if services are not satisfactory.

## **EVALUATION OF STAFF**

In cooperation with the member districts, an evaluation will be conducted each year in the mid to late spring on the performance of the special services providers.

Forms are sent to the districts to be completed by each school using the service. The Special Education Director and the building principal are encouraged to complete and return the forms to the Administrator/Director's office.

The evaluation process for staff members shall lead to improvement in quality of service and the strengthening of the abilities of the staff and possible recommendation for continued or non-continued employment. Certain elements in an effective evaluation process shall be emphasized:

- \*Evaluation shall be a cooperative endeavor between evaluator and specialist.
- \*Open communication shall be considered essential.
- \*The agreed-upon purpose of evaluation shall be to work toward common goals for the improvement of services. This shall include attention to student and staff success, which shall include all staff members or consultants.
- \*Evaluation shall be continuous, flexible, and sensitive to need for revision.
- \*The results of evaluation(s) shall be courses of action for the improvement of services. These courses of action shall be set in motion by specific recommendations mutually reviewed by the evaluator and the specialist.
- \*Evaluation shall be considered one aspect of effective management.
- \*Effective evaluation depends on accurate information; therefore, input from all appropriate sources may be used.

\*Evaluation(s) shall be based on, but not limited to:

\*Job expectations within the position.

\*Instruments for assessment.

\*Personal observation by district supervisor.

\*Observation by Special Services Director.

\*A copy of the evaluation shall be given to all employees or consultants.

After the evaluations have been received, the Administrator/Director will go over the forms with the specialist. If problems are encountered, the Navajo County School Superintendent or the designee may join the meeting.

## **SUSPENSION AND DISMISSAL OF STAFF MEMBERS**

Staff members may be disciplined with suspension without pay or dismissed for infractions that include, but are not limited to, the following:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetency in the individual's work.
- Exhibiting inefficiency in work.
- Exhibiting improper attitudes.
- Neglecting duties.
- Submitting incomplete and or inaccurate report.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Misuse of leave.
- Being under the influence of alcohol while on duty.
- Failing to comply with local school districts policies & procedures.
- Engaging in the use of narcotics or habit-forming drugs.
- Being absent without approved leave from the administrator.

- Engaging in discourteous treatment of the public, pupils, county or school personnel.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of county or School Superintendent's property.
- Excessive absenteeism or continually late to work.
- Fingerprint clearance is revoked.
- Excessive tardiness or leaving work early.
- Lack of current certification, licensure, or current proof of car insurance.

### **COVENANT NOT TO RECRUIT / NON-COMPETE**

In order that the NCSSC may operate on a stable basis for the benefit of all participating districts, member districts agree they will not recruit or employ any NCSSC personnel while they are in the process of recruitment, employed, or under contract as NCSSC personnel, unless prior written permission has been obtained from the NCSS. Member districts agree that they will not employ any NCSSC personnel for professional work that is the same or substantially similar to work performed for the NCSSC until six months after the termination of the employee's employment or contract with the NCSSC. For purposes of this section, "NCSSC personnel" means any employee of the NCSS or of the NCSSC or any independent contractor of NCSS or the NCSSC performing services within the scope of the membership agreement.

Likewise, NCSSC service providers agree not to seek or accept employment with a school district within 60 miles of any district served by the NCSSC during the employment period or within 6 months following separation from employment with the NCSSC per Employee contract. Exception to the 60 miles and 6 month employment period may be made with express permission by the NCSS.

Service providers are permitted to “moonlight” in settings outside their regular worksite. However, PRN and privately contracted work MUST NOT be in a school setting within the borders of the NCSSC service area. Nursing home, hospital, rehab facility, and DDD services are permitted. It is recommended that any outside contract work be passed by the NCSSC Director to verify it does not violate the non-compete policy.

### **NCSSC REPRESENTATION**

NCSSC staff members do not represent the NCSSC. If there are disagreements with district staff only the Administrator or County Superintendent of schools will meet with the district staff or district governing board. This includes contract negotiation. All agreements with the member district must be approved and entered into by the Navajo County Superintendent of Schools and the member district. Employees who negotiate contracts and services without permission of the NCSSC Director and/or Navajo County Superintendent of Schools will be subject to disciplinary action including the possibility of termination of employment.

## NAVAJO COUNTY SCHOOL SUPERINTENDENT'S OFFICE

### JOB DESCRIPTION

POSITION: School Occupational Therapist

DATE APPROVED: July 2007

#### POSITION DESCRIPTION

#### GENERAL FUNCTIONS:

The school occupational therapist is responsible for assessing specific areas of physical, medical, perceptual, emotional growth and development, and determining the effects of disease, injury, congenial or acquired disorders of these processes. After the MDT meeting, the therapist will provide direct treatment, integrative or consultative services to enhance those life skills basic to the pursuit of independent functioning for those children with impaired development in the following areas: developmental evaluation and training, perceptual-motor dysfunction (sensory-motor integration), self-care (activities of the daily living: i.e. feeding, dressing), self-help (assistive) devices, balance and coordination, motor function and muscle strengthening, pre-vocational and vocational training, including work habits, joint mobilization, development of vocational skills, and homemaker training.

#### QUALIFICATIONS:

The school occupational therapist must be accredited by the American Medical Association in collaboration with the American Occupational Therapy Association. A minimum of four years of study is required plus six to nine months of clinical training. A Bachelor's degree is required. The occupational therapist is required to be licensed by the State of Arizona, which includes the successful completion of the American Occupational Therapy Association registration exam and maintenance of current licensure.

#### ORGANIZATIONAL RELATIONSHIPS:

Directly responsible to the Special Services Administrator/Director.

## RESPONSIBILITY:

1. Evaluate, assess, organize and implement programs for those children who for some physical reason are unable to function successfully in the classroom setting.
2. Establish appropriate short and long-term goals and objectives, and establish treatment plans relative to evaluation findings.
3. Work cooperatively with other staff members within the educational environment to develop and implement programs with individual treatment goals.
4. Maintain written reports and submit reports upon each child evaluated and each child receiving occupational therapy services, at the end of each semester.
5. Interpret findings, both orally and in writing, to educators, allied health personnel, parents and community related services personnel.
6. Serve as a consultant to assist in providing services to the family, administrators, educational staff, health care agencies and interested community organizations.
7. Act as a resource person who assists in program planning, in service education, and provides consultative services to other educational specialists.
8. Assist in activities such as; record keeping, programming, budget and equipment purchasing, in cooperation with administrative guidelines.
9. Participate in the development of the Certified Occupational Therapy Assistant training program including supervising students working in practicums, developed under the jurisdiction of the training institution.
10. Participate in continuing education to ensure continued professional competency and licensure required to provide comprehensive service to the populations served by the Special Services Consortium.
11. Comply with Federal, State and agency rules, regulation and policies.
12. Perform other responsibilities as assigned by the Supervisor.

13. Attend Special Service staff meetings to share and review/receive information.
14. Duties can and may vary according to the caseload number of days/visits contracted by the school districts.
15. Confer with medical doctors and other health providers to obtain information and make recommendations and revisions.

## NAVAJO COUNTY SCHOOL SUPERINTENDENT'S OFFICE

### JOB DESCRIPTION

POSITION: School Physical Therapist

DATE APPROVED: July 2007

#### POSITION DESCRIPTION

#### GENERAL FUNCTIONS:

Physical therapy is concerned with the prevention of disability and rehabilitation of people with handicapped conditions, resulting from birth, illness or injury. The purpose of physical therapy includes improving neuromuscular and/or sensor motor function, controlling postural deviations to minimize disabilities, and developing and maintaining maximal performance levels within the individual's capabilities. Physical therapy services may be provided for the following disabilities: Neuromuscular disabilities, i.e. cerebral palsy, traumatic head injury, muscular dystrophy, etc.; Musculoskeletal problems; developmental delays; and respiratory diseases. . An evaluation begins with a medical and educational record review. Then, evaluation results are established as a baseline to set goals. A Team (MDT) meets, prepares and establishes appropriate written individual plans designed to meet physical, educational and emotional needs for the individual child. Physical therapy curriculum emphasizes the physiological, anatomical, biological, physical and clinical sciences. Physical therapy services may be direct, consisting of planning and implementing a therapeutic program or indirect, such as consultation, screening, evaluation, administrative, function, program planning and development.

#### QUALIFICATIONS:

The school physical therapist must graduate from a program in Physical Therapy sanctioned by the American Physical Therapy Association. A minimal of 4 years of study is required with a Bachelor's degree. The physical therapist is required to be certified by the State of Arizona. The school physical therapist emphasizes on an educational basis therapy rather than medical therapy.

## ORGANIZATIONAL RELATIONSHIPS:

Directly responsible to the Special Services Administrator/Director.

## RESPONSIBILITY:

1. Reassess and revises programs as necessary as the student's status changes.
2. Instruct and teach students, families, and teachers as appropriate.
3. Make referrals to other health professionals and integrate physical therapy with other aspects of health care.
4. Confer with medical doctors and other health providers to obtain information and make recommendations and revisions.
5. Supervise physical therapy assistants, aides and students as required.
6. Work cooperatively with other staff members within the educational environment to develop and implement programs with individual treatment goals.
7. Maintains written reports and submit reports at the end of each semester upon each child evaluated and each child receiving physical therapy services.
8. Interpret findings, both orally and in writing, to educators, allied health personnel, parents and community related services personnel.
9. Serve as a consultant to assist in providing services to the family, administrators, educational staff, health care agencies and interested community organizations.
10. Act as a resource person who assists in program planning, in service education, and provides consultative services to other educational specialists.
11. Perform other responsibilities as assigned by the Administrator/Director.
12. Attend Special Service staff meetings to share and receive information.

13. Duties can and may vary according to the caseload number of days/visits contracted by the school districts.
14. Evaluate, assess, organize and implement programs for those children who for some physical reason are unable to function successfully in the classroom setting.

**NAVAJO COUNTY SCHOOL SUPERINTENDENT'S OFFICE  
JOB DESCRIPTION**

POSITION: School Speech-Language Pathologist/Technician      DATE APPROVED: July 2007

**GENERAL FUNCTIONS:**

The Speech-Language Pathologist/Technician will perform consultative duties designated by the Special Services Administrator/Director and respective school districts, which enhance speech-language proficiency, communicative effectiveness and academic success of identified students.

**QUALIFICATIONS:**

The Speech-Language Pathologist requires a Master's degree in Speech-Language Pathology. The Speech-Language Technician requires a Bachelor's degree in Speech-Language Pathology. Certification and licensure must be within the State of Arizona. Providers must be eligible for and obtain licensure/certification with the Arizona Department of Health (Pathologist and Technician) and Arizona Department of Education (optional for Pathologist). A Certificate of Clinical Competence from the American Speech-Language Hearing Association is preferred. Providers are required to obtain, and keep current, fingerprint clearance by the Arizona Department of Public Safety.

**ORGANIZATIONAL RELATIONSHIPS:**

The employee is directly responsible to the Special Services Administrator/Director. District level concerns should be addressed with the Special Education Director before enlisting the assistance of the Special Services Administrator/Director.

## **DUTIES:**

1. Evaluate and diagnose specific speech and/or language and swallowing deficits of referred students in the district.
2. Prepare and submit accurate and appropriate evaluations, screenings, and reports in a professional and timely manner.
3. Design appropriate goals, objectives and timelines for appropriate school-related speech-language therapy services for eligible students.
4. Provide quality education-based therapy based on individualized student goals. Monitor and document student progress with appropriate students, staff, parents and other members of the school-based team.
5. Collaborate with regular classroom teachers, special education teachers, other classroom staff, and related service providers in the development of a variety of strategies to meet the educational needs of their students.
6. Management of Speech-Language Pathology consultative service at respective school districts. Supervision of aides is the responsibility of district staff. The Speech-Language Pathologist/Technician will train district staff/aides in reinforcing the IEP goals but not directly supervise.
7. Participation in required meetings (as possible per provider/district schedule) and maintain a positive professional manner with students, parents, and staff.
8. Maintain confidentiality standards as defined by local, state and federal rules and regulations.
9. Adherence to ASHA Code of Ethics, Special Services Consortium, State/District Guidelines, and policies/procedures regarding conduct and requirements.
10. Completion of paperwork required by Federal, State, District and Special Services Consortium.

11. Participation in at least 8 hours of yearly continuing education and professional growth experiences.
12. Attend Special Services Consortium staff meetings to share and receive information/training.
13. Ensure student and staff safety by adhering to/reviewing safety policies and procedures.
14. Other duties as designated which are relevant to the performance of speech-language services.

Duties may vary according to the caseload and number of days within districts

# **NONDISCRIMINATION/EQUAL OPPORTUNITY**

## **Compliance Officer**

The District Administrator shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the District Administrator. If the District Administrator is the one alleged to have unlawfully discriminated, the complaint shall be filed with the Board by the County Superintendent of Schools.

## **Complaint Procedure**

The District is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The District Administrator shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the District Administrator will maintain confidentiality to the extent reasonably possible. The District Administrator shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the District Administrator has reason to believe that a violation of policy has occurred, the District Administrator shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due-process provisions of the District's Policy GCQF shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S

15-539 et seq. may be initiated.

If the person alleged to have violated policy is a classified employee, the District

Administrator may follow due process and impose discipline under Policy GDQD if the evidence so warrants. The District Administrator also may recommend a suspension without pay, recommend dismissal, or impose other appropriate discipline.

If the person alleged to have violated policy is a student, the District Administrator may impose discipline in accordance with policies JK and JKD.

If the District Administrator's investigation reveals no reasonable cause to believe policy has been violated, the District Administrator shall so inform the complaining party in writing.

## SEXUAL HARASSMENT

All individuals associated with the District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student where:

Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or

Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual;

Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.

Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)

Implying or withholding support for an appointment, promotion, or change of

assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.

Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.

Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such Conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

## **ELECTRONIC DATA SYSTEMS POLICY**

**INTRODUCTION:** This policy clarifies applicability of laws and other NCSSC policies to voice and electronic mail (e-mail). It also defines new policies and procedures where existing policies do not specifically address issues particular to use of voice and e-mail.

- A. NCSSC recognizes that the principles of freedom of speech and privacy of information hold important implications for voice and e-mail services. This policy Reflects these principles within the context of NCSSC'S legal and other obligations.
- B. NCSSC encourages the use of voice mail and e-mail and respects the privacy of Information holds important implications for or disclose voice or e-mail without the user's consent. Nonetheless, subject to the requirements for authorization and notification defined in this policy, NCSSC may deny access to its voice and e-mail service and may inspect, monitor, or disclose voice and e-mail when required by and consistent with law, when there are reason(s) to believe that violation(s) of policy or law have taken place, or, in exceptional cases, when required to meet time-dependent needs.

**CAUTIONS:** Users should be aware of the following:

- A. Voice and e-mail, whether or not created or stored on NCSSC equipment, may constitute a NCSSC record subject to disclosure under ARS 41-1350 governing public records or other laws, or as a result of litigation.
- B. Users of NCSSC voice and e-mail should be aware that public records statutes and other similar laws jeopardize the ability of the NCSSC to guarantee complete

protection of personal voice or e-mail resident on NCSSC equipment and/or systems.

- C. NCSSC, in general, cannot and does not wish to be the arbiter of the contents of voice and e-mail. Neither can NCSSC, in general, protect users from receiving voice or e-mail they may find offensive. NCSSC employees are strongly encouraged to use the same personal and professional courtesies and considerations in voice and e-mail as they would in other forms of communication.
- D. There is no guarantee that e-mail forwarded was in fact sent by the purported sender, since it is relatively straightforward (although a violation of this policy) for senders to disguise their identity. E-mail that is forwarded may also be modified. As with printed document, in case of doubt receivers of e-mail messages should check with the proposed sender to verify authorship or authenticity. If a violation of this policy has occurred such violation shall be immediately reported to the Administrator for investigation and action recommendation(s).
- E. Encrypting of e-mail is a technology that is not in widespread use at this time. This technology enables the encoding of e-mail so that for all practical purposes, it cannot be read by anyone who does not possess the right key and/or password. Any NCSSC employee using encrypted technology must report his/her key and/or password to their Administrator.
- E. If an employee uses a password to protect his/her voice and e-mail services such password must be made to his/her Administrator.

**PURPOSE:** To ensure that voice and e-mail services are used in compliance with these policies, procedures and applicable laws.

**SCOPE:** This policy applies to:

- A. All voice and e-mail systems and service provided or owned by NCSSC.
- B. All users, holders, and uses of NCSSC voice and e-mail services.
- C. All voice and e-mail records in possession of NCSSC employees.
- D. Voice and e-mail in either their electronic or printed forms are subject to this policy and procedure.
- E. All transactional; information (such as e-mail headers, summaries, addresses, and addressees) associated with e-mail records and to the contents of those records.

## **GENERAL PROVISIONS**

- A. Purpose: NCSSC supports and encourages the use of NCSSC voice and e-mail services to share information, to improve communications, and to exchange ideas.
- B. Property: NCSSC voice and e-mail systems and services are NCSSC facilities for purposes of this policy. Any voice or e-mail address or account associated with NCSSC is the property of NCSSC. All information contained on NCSSC e-mail system is property of NCSSC and the State of Arizona.
- C. Service Restrictions: Those who use NCSSC voice and e-mail services are expected to do so responsibly, that is to comply with state and federal laws, with this and other policies and procedures of the NCSSC, and with normal standards of professional and personal courtesy and conduct. Access to NCSSC voice e-mail services, when provided, is a privilege that may be wholly or partially restricted by the NCSSC without prior notice and without the consent of the user

when required by and consistent with law, when there is reason to believe that violations of policy or law have taken place, or in exceptional cases, when required to meet time-dependent needs.

D. **Consent and Compliance:** A voice and e-mail consent shall be sought by the NCSSC prior to any inspection, monitoring, or, in exceptional cases, when required to meet time-dependent needs.

E. **Restriction:** NCSSC shall only perform or permit the inspection, monitoring, or disclosure of voice or e-mail without the consent of the user of such when required by and consistent with law, there is reason to believe that violations of law or NCSSC policy have taken place, or to meet time-dependent operational needs.

a. **Authorization:** Except as provided in paragraph (b) and (e) below, such actions must be authorized in advance and in writing by the Navajo County Superintendent of Schools or his/her designee. The Attorney's advice should normally be sought prior to authorization because of changing interpretations by the courts affection the privacy of voice and e-mail and because of potential conflicts among different applicable laws.

b. **Emergencies:** In emergency situations (i.e. when the community or employees are endangered, or when voice or e-mail records must be secured to ensure the preservation of evidence such action may be taken without prior authorization, but appropriate authorization must be sought without delay following the action.

c. **Notification:** The responsible authority (usually the Administrator) shall, at the earliest possible opportunity consistent with law or NCSSC policy,

notify the effected individual(s) of the action(s) taken and the reasons for the action(s).

d. Compliance with Law. Action taken under the above shall be in full compliance with the law and other applicable NCSSC policy(s). This has particular significance for e-mail residing on computers not owned or housed by the NCSSC. Advice of the Attorney should normally be sought prior to any action being taken.

e. The forgoing procedures shall not apply when:

i. The inspection, monitoring or disclosure has been authorized or ordered by a government agency or court of competent jurisdiction; and

jurisdiction; and

ii. Compliance with the foregoing procedure would be inconsistent with such order.

F. Recourse: Procedures for the review and appeal of actions taken under this policy shall be those as described in Article 26-Grievances.

G. Misuse: Both law and NCSSC policy prohibits the theft or other abuse of computing equipment systems. Such prohibitions apply to voice and e-mail and include, but not limited to, unauthorized entry, use transfer, and tampering with the accounts and files of other, interference with the work of others and with other computing equipment or systems. Under certain circumstances, the law contains provisions for felony offenses.

#### **SPECIFIC PROVISIONS:**

A. Allowable Use: In general, use of NCSSC voice and e-mail is encouraged and is allowable subject to the following:

- a. Users: Users of NCSSC voice and e-mail are limited to NCSSC employees authorized to use such.
- b. Restrictions: Messages may not contain content that may reasonably be considered offensive or disruptive to any employee or the public.

Offensive content would include, but would not be limited to:

- i. Sexual comments or images;
- ii. Racial slurs;
- iii. Inappropriate gender-specific comments;
- iv. Comments that would offend a reasonable person on the basis of his/her age; sexual orientation, religious or political beliefs, national origin, or disability;
- v. Unlawful activities;
- vi. Commercial purposes;
- vii. Personal financial gain;
- viii. Political activities;
- ix. Uses that violate other NCSSC policies and procedures;

- c. Representation: users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the NCSSC unless appropriate authorization exists (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer shall be included unless it is clear from the context that the author is not representing the NCSSC. (An appropriate disclaimer is: "The opinions or statements expressed here on in are my own and should not be taken as a position, opinion, or endorsement of NCSSC".)

- d. False Identity: Users shall not employ a false identity when using voice

or e-mail.

- e. Interference: NCSSC voice and e-mail shall not be used for purposes that could reasonably be expected to cause excessive strain on any computing equipment, or unwarranted or unsolicited interference with others' use of voice or e-mail.
- f. Personal Use: NCSSC voice and e-mail services may be used for incidental personal purposes provided such use does not:
  - i. Directly or indirectly interfere with the NCSSC operation;
  - ii. Burden the NCSSC with noticeable incremental costs; or
  - iii. Interfere with users' employment or other obligations to the NCSSC. Voice and e-mail records arising from such personal use are subject to review and disclosure.
- g. External Communications: Some agencies are using or plan to use e-mail systems external to NCSSC such as the Internet or other commercial network service. Public records sent to or received over these systems must be appropriately preserved and complete transmission and receipt of data must be captured if at all possible.

B. Security and Confidentiality:

- a. The confidentiality of voice and e-mail cannot be assured. Such confidentiality may be compromised by applicability of law or policy, by unintended redistribution, or because of inadequacy of current technologies to protect against unauthorized access. Therefore, confidential or privileged information shall not be communicated via voice or e-mail. The unsecured nature of voice and e-mail makes it possible to

compromise the confidentiality (privilege) of information transmitted in this fashion.

- b. Users should be aware that on occasion network and computer Consortium personnel may, during the performance of their duties, Inadvertently see the contents of e-mail messages. Except as provided within this policy, they are, nor permitted to do so unintentionally or disclose or otherwise use what they have seen.
- c. Subject to the other provisions of this policy NCSSC reserve the right to retrieve and review any message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of confidentiality of messages cannot be ensured to any user.

**VIOLATIONS OF THIS POLICY:** Violation of policy(s) governing the user of NCSSC voice and e-mail services may result in the restriction of access to such. In addition, disciplinary action up to and including termination may be taken. Employees learning of any misuse of voice and e-mail systems or violation of this policy shall notify the Administrator immediately for investigation and action recommendation(s).