

EXHIBIT C: REQUESTED WAIVERS

Note on Tribal immunity and limitations on state and Tribal jurisdiction:

As a general principle, the Tribe and its Members are immune from state regulations, and, as an agency of the Tribe that operates on the Ute Mountain Ute reservation, the Kwiyyagat Community Academy is similarly immune. Additionally, the Tribe depends on the United States for essential governmental services, such as law enforcement, emergency, and judicial services, and, therefore, is limited in the extent in can conform those services to the typical design implemented by the state. Likewise, the United States, by way of congressional regulation and judicial interpretation, has limited the reach of states to enforce certain state regulations against tribes, tribal members, and other Indians. Therefore, in the waivers below, when either the Tribe or the state is unable to comply with or enforce a law that typically applies to state institute charter schools, the Tribe endeavors to provide, at a minimum, the same rights and services for Academy students, parents, and personnel as would be available in a state institute charter school by codifying and implementing rules and protocols that serve the same essential functions as the state regulations being requested to waive. The Tribe anticipates this will be a work-in-progress and rules and regulations may have to be amended from time to time when improvements can be made.

The Kwiyyagat Community Academy requests waivers of the following state laws:

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Part I: Waivers Granted on February 10, 2021

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

NON-PROFIT STATUS AND IMMUNITY FROM LIABILITY: C.R.S. § 22-30.5-507(4)(a) (second sentence)

Rationale:

- 1) The Tribe has issued a Charter for the Kwiyyagat Community Academy under the Tribe’s sovereign authority, just as it has done for its enterprises on the Reservation.
- 2) The Charter serves the same function as Articles of Incorporation, setting forth significant corporate functions such as notice, management authority, and board structure.
- 3) The Academy will be immune from liability just as the Tribe and its other chartered enterprises are and is not subject to the orders of any court unless the charter allows. Ultra Vires suits are permissible against tribal entities.
- 4) The Tribal Council has also adopted the By-Laws for the School Board of the Academy.

Replacement Plan: The Tribe issued a Charter for the Academy on November 18, 2020, by Tribal Council Resolution Number 2020-183, a Tribal law.(Attachment B)

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: Same as using Articles of Incorporation.

How the Impact of the Waivers Will be Evaluated: Measure the effectiveness of the governing structure established by the Charter and amend as needed to provide the proper authorities and guidelines.

Expected Outcome: The Academy will be a chartered, nonprofit entity of the Tribe with all the sovereign protections of the Tribe.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

**LOCAL BOARDS OF EDUCATION – DUTIES – PERFORMANCE
EVALUATION SYSTEM - COMPLIANCE: C.R.S. §22-9-106**

Rationale:

1) The Kwiyyagat Community Academy and its Head of School or designee must have the ability to apply the Tribe’s policies when performing evaluations of all personnel. If any other designated administrator does not have a Principal License, this should not preclude the designated administrator from administering the evaluations under the direction of the Head of School. The School Board must also have the ability to perform the evaluation for the school leader.

Replacement Plan: The performance evaluation system at Kwiyyagat Community Academy will follow the Tribe’s *Personnel Policies and Procedures Manual*, which is included with the application in Appendix H, for employment-related matters. The policy requires all employees to be evaluated annually by their supervisors and directors, whether the employee is a licensed professional, contractor, volunteer, or regular hire.

The Head of School evaluation plan is included in Appendix G. The staff evaluation plan is included in Appendix C.

Employment contracts, if they are used, may also include additional requirements for performance evaluation.

Duration of Waivers: For the term of the contract.

Financial Impact: Costs will be incurred by the Academy that may have been borne by the district.

How the Impact of the Waivers Will be Evaluated: Monitor the suitability of the Tribe’s policies and amend when needed.

Expected Outcome: Academy employees will receive employment regulations that are substantively similar to any regulations that may be promulgated by this provision.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

**BOARD OF EDUCATION – SPECIFIC DUTIES – COMPETITIVE BIDDING
C.R.S. §22-32-109(1)(b)**

Rationale:

1) The Tribe utilizes its own procurement policies which are designed to comply with federal, state, and private grant requirements.

Replacement Plan: The Tribe will follow Tribal procurement procedures that call for competitive bidding procedures. (See Attachment D.)

Duration of Waivers: For the term of the contract.

Financial Impact: The costs should be about the same, and less when a Tribal entity can provide the services.

How the Impact of the Waivers Will be Evaluated: Monitor competitive bidding for compliance with standards and requirements established by the entity providing the funds.

Expected Outcome: There should be no substantive differences in implementation that would occur if the provision were in effect.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

BOARD OF EDUCATION – SPECIFIC DUTIES – TOBACCO: C.R.S. §22-32-109(1)(bb)

Rationale:

- 1) Certain forms of tobacco are used in Ute traditional ceremonies and pupils at the Kwiyyagat Community Academy will receive instruction in the proper use and respect of these tobaccos.
- 2) The use of cigarettes and other tobacco on campus will be governed by Tribal and Federal law and school policy

Replacement Plan: The curriculum at Kwiyyagat Community Academy will teach the proper use and respect of tobacco during important traditional Ute ceremonies. School policy, which conforms with Tribal and Federal law, addresses the possession and use of cigarettes and other tobacco products by students and staff on campus. The Kwiyyagat Community Academy’s policy on student possession of drugs, alcohol and tobacco are in the Student and Parent Handbook, which is included with this waiver request. (See Attachment A)

Duration of Waivers: For the term of the contract.

Financial Impact: The costs will be increased slightly for teaching an otherwise exempt practice.

How the Impact of the Waivers Will be Evaluated: Monitor pupil use of tobacco to ensure compliance with Academy standards.

Expected Outcome: Pupils will learn the proper way to utilize tobacco in traditional Ute ceremonies.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

SUSPENSION, EXPULSION, AND DENIAL OF ADMISSION: C.R.S. §22-33-105 AND C.R.S. §22-33-106(4)

Rationale:

1) One of the main incentives for establishing the Kwayagat Community Academy is to respond to parents of students in the district who are dissatisfied with the suspension and expulsion policies and protocols of the district and the Academy intends to implement policies and protocols that utilize traditional dispute resolution practices that are sensitive to the unique needs of Native American students.

Replacement Plan: Kwayagat Community Academy will use discipline policies and protocols that are informed by traditional dispute resolution practices and are sensitive to the unique needs of Native American students. These policies and protocols govern suspension, expulsion and denial, of admission, including guidance for readmission and access to school where the victim is present. The School Discipline Policy is in the KCA Student and Parent Handbook, which is included with this waiver request, and conforms with Tribal and Federal law and policy. (See Attachment A.)

Duration of Waivers: For the term of the contract.

Financial Impact: Costs that would have been borne by the district will now be borne by the Tribe, the United States, and the Institute.

How the Impact of the Waivers Will be Evaluated: Monitor student compliance with Academy rules and regulations and enforcement while maintaining sensitivity to the unique experiences of Native American families with school-aged children.

Expected Outcome: Pupils at the Academy will be disciplined in a manner that not only reflects the values of the Tribe and its Members, but results in greater compliance, fewer disciplinary actions, and successful academic progress.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

DISCRIMINATION IN EMPLOYMENT PROHIBITED: C.R.S. §22-61-102

Rationale:

1) The Kwiayat Community Academy intends to provide to its pupils a strong education of Native American culture, language and traditions and it is important that those persons instructing the students in these practices and values understand the various religious practices of Native Americans, including practices of the Native American Church, as well as, specific Ute and Ute Mountain Ute language and cultural concepts. Therefore, when selecting and hiring individuals to teach about these customs and traditions, it is important for the Academy to ask whether the applicant has experience with the Church and other relevant religious affiliations. It is not required that the individual be a member of any particular religious group, but it will be common for members of the Academy hiring team to ask about the groups. Furthermore, the Tribe's Personnel Policies and Procedures Manual requires that Ute Mountain Ute tribal members have hiring preference, then other Native American Tribal Members and then general population.

Replacement Plan: The Kwiayat Community Academy will follow the Ute Mountain Ute Tribe's *Personnel Policies and Procedures Manual*, which is included as Appendix H of this application.

Duration of Waivers: For the term of the contract.

Financial Impact: Costs may be increased by the time and effort to make such inquiries.

How the Impact of the Waivers Will be Evaluated: None.

Expected Outcome: Applicants to the Academy may be asked about their knowledge and understanding of certain Native American religions, language fluency and cultural protocols.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

TEACHER EMPLOYMENT, COMPENSATION AND DISMISSAL: C.R.S. §22-63-201

Rationale:

1) The Tribe and Kwiyyagat Community Academy will follow Tribe’s employment policy and school policy to establish the rights, qualifications and conditions of its teachers. The Tribe’s policies are suitable for promoting the goals and objectives of the Academy and protecting the rights of employees.

Replacement Plan: The Academy may utilize principals and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business, professional, and Ute cultural experience. All employees of the school will be employed according to and receive the protections of the Tribe’s *Personnel Policies and Procedures Manual*, which is included in this application in Appendix H. All employees of the school will meet applicable fingerprinting and background check requirements. All core instructional staff will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which the teacher teaches; or (4) passing a State Board approved content exam in the relevant subject area. The Academy will ensure that non-core instructional staff who do not meet one of these requirements will otherwise possess the relevant background or skills to fill the needs of the Academy. Secondary content teachers and Special Education Teachers will hold the requisite state licenses and endorsements. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

The rights and responsibilities for teacher employment, compensation and dismissal are described in Tribal and school policy, including the Tribe’s *Personnel Policies and Procedures Manual*, which is included in this application in Appendix H.

Duration of Waivers: For the term of the contract.

Financial Impact: Costs should be the same.

How the Impact of the Waivers Will be Evaluated: Monitor the effectiveness of the Tribe’s contracting protocols and amend as necessary.

Expected Outcome: Persons retained by the Tribe will be hired under contracts that meet the Tribe’s requirements, as well as those of the state and the United States.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

TEACHER EMPLOYMENT, COMPENSATION AND DISMISSAL:

C.R.S. § 22-63-202 Teacher Employment, Contracts in Writing-Duration-Damage Provision

C.R.S. § 22-63-203 Probationary Teachers-Renewal and Non-renewal of Employment Contract

C.R.S. § 22-63-203.5 Nonprobationary Portability

C.R.S. § 22-63-205 Exchange of Teachers - Exchange Educator Interim Authorization

C.R.S. § 22-63-206 Transfer of Teachers

Rationale:

- 1) The Tribe and Kwiyyagat Community Academy will follow Tribal *Personnel Policies and Procedures Manual* and school policy to establish the rights, qualifications and conditions of its teachers.
- 2) In order to manage its own personnel, the Academy must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The Academy will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into the Academy or transfer teachers from the Academy to any other schools.

Replacement Plan: The rights and responsibilities for teacher employment, compensation and dismissal are described in Tribal and school policy, including the Tribe’s *Personnel Policies and Procedures Manual*, which is included in this application in Appendix H. The Tribe does not tolerate discrimination or harassment of employees and there will be no discrimination shown toward any teacher or employee of the Academy in the assignment or transfer of that teacher or employee based of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Duration of Waivers: For the term of the contract.

Financial Impact: Costs should be the same.

How the Impact of the Waivers Will be Evaluated: Monitor the effectiveness of the Tribe’s contracting protocols and amend as necessary.

Expected Outcome: Persons retained by the Tribe will be hired under contracts that meet the Tribe’s requirements, as well as those of the state and the United States.

ATTACHMENT A

**Kwiyagat Community Academy
Student and Parent/Guardian Handbook**



STUDENT AND PARENT/GUARDIAN HANDBOOK

Kwiyagatu Community Academy

*modified from Mountain Middle School Student and
Parent Handbook with permission

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SECTION 1 - Guiding Principles of Kwiyaqatu Community Academy	

Kwiyaguta Community Academy's name originates from meetings with parents and community members in discussing the school. Several members spoke to the significance of the Bear in Nuchiu culture and Kwiyagatu is the Ute (Nuchiu) word for Bear. The Bear represents respect for the world around us. Therefore, Kwiyaguta was important to have in the school name. The parents and community members also felt it was important that the word *community* was essential because we envision members of the community becoming very critical to the success of the school. The word *academy* creates an image of a strong academic approach. The founders believe students need a high-quality academic program to be successful in life.

Vision: Kwiyagatu Community Academy envisions a future where the graduates of the school will have a strong grounding in Nuchiu culture and language while incorporating modern perspectives as contributing members of the Ute Mountain Ute community. The new generation of school graduates will foster a revitalization of the Nuchiu language and culture and use this knowledge to ground them in a positive self-identity and create community connections built on mutual respect, academic success and focused career goals.

Mission: The mission of the Kwiyagatu Community School will be to ensure an educational program where the Nuchiu culture and language guides the educational experience and is characterized by small class sizes with an interdisciplinary, indigenous, and project-based approach that results in high academic expectations and desired character skills, personal wellness and community involvement.

The goals of school will be measured three times per year by rubrics that indicate the progress each student makes as related to the school values.

Four School Values:

Cultural and Language: Nuchiu culture and language is very important to the development of the school and Towaoc community. The Nuchiu culture and language is rooted in Ute history. The history is long and the knowledge is ancient. The knowledge of traditional Nuchiu culture and language appears to be fading, as the holders of this knowledge are becoming older and older. An important part of the school is utilizing Ute Elders in educating students and school teachers and staff in the traditional beliefs and ways of life. There are Ute words that cannot be translated into English, we want to preserve these Ute words and meanings. The school will be guided by Nuchiu culture and language where every student and member of the school community will strive to understand the age-appropriate aspects of Ute language and culture. This understanding of language and culture will guide each student's personal understanding of self, family and community and will be inclusive of all backgrounds. The cultural aspects of the curriculum will ensure that each student will comprehend Nuchiu history, traditional male and female roles and responsibilities in family and society, ways of communicating stories and traditions, and wisdom from the past to inform the present and future. Students will learn to connect aspects of Ute language to similarities and differences between Ute Mountain Ute and other bands of Ute and find the ways that language intersects with important cultural traditions and history.

Competency: The school strives to ensure that every student reaches high expectations in every academic area, including reading, writing, oral expression and listening, mathematics, science, social studies, art, physical education, drama and music as well as demonstrating high levels of achievement in character, personal health, culture and traditions, and community engagement.

Character and Wellness: The school will emphasize the development of character and wellness of the students through specific activities that integrate Nuchiu culture. Each student will learn from elders and teachers specific character skills such as respect, resiliency, responsibility, integrity, generosity, humbleness, and appreciation of the living world. Students will demonstrate the discipline and fortitude necessary to have a healthy body and positive mind-set.

Community Connections: Each member of the school community is aware of and builds on their community connections through acts of service, friendships, and mentorship.

Native American Community Academy Inspired School Network: The Kwiyaqatu Community Academy (KCA) will follow similar educational programs as the Native American Community Academy Elementary School and schools in the NACA Inspired Schools Network (NISN). The network provides an excellent model for indigenous pedagogy, blending Native American literature, history, science, math and health and wellness with an overall focus on culture and language. In the case Kwiyaqatu Community Academy, the focus will be on Ute Mountain Ute culture and language.

The NACA Inspired Schools Network (NISN) model will guide the KCA curriculum and have a primary focus on (1) academic excellence and relevance, (2) core values and culture, (3) community transformation, (4) continuous reflection and improvement, (5) leadership in indigenous education and (6) operating effectiveness and efficiency. A critical goal of the Ute Mountain Ute community is providing young people with a positive self-identity and academic and career focus while creating an environment to revitalize the Ute language and culture

Project-Based Learning: The school will have meaningful indigenous, interdisciplinary, project-based learning curriculum with the following components:

- **Addresses real-life issues.** A key to successful project-based learning is to assign projects that connect to real-life scenarios or relevant student topics. Project ideas will support the initiatives and challenges of our local community and environment. As a result, students are more engaged and motivated as they approach and solve tasks to which they can relate.
- **Emphasizes problem-solving skills.** Students are presented with a question or problem and asked to research, analyze, synthesize, comprehend, and evaluate. Skills developed through project-based learning include collaboration, leadership, and problem solving.
- **Motivates students.** The opportunities and freedom in project-based learning let students explore issues in depth, satisfying their innate curiosity in a way that traditional learning does not. When students are interested in what they're doing, they are often capable of performing at higher levels. When students have more freedom to define the scope of their projects, they often set the bar higher for their achievement.
- **Encourages advanced thinking skills.** Traditional methods of teaching do not always address advanced thinking skills; students often simply rehash information that they have read. However, with project-based learning, students explore issues, solve problems, and collaborate with their peers. Many of the skills that students sharpen through project-based learning are exactly those that employers desire.
- **Promotes collaboration.** Students learn how to collaborate with their classmates, with students in other classrooms, or with students halfway around the world. They can also contact experts by

using email, the Internet, and video conferencing. Teamwork and cooperation are the keys to success in today's information-rich, highly technical workforce.

- **Teaches the latest technologies.** Project-based learning activities provide a framework for students to tap into their creativity while technology provides them with a means to develop solutions. Computers, the Internet, and a diverse range of software programs help students conduct research and produce final products. Students also become prepared to deal with the ever-increasing technological demands of their world.
- **Promotes Personalization.** Project-based learning will foster student engagement by allowing choice within each project, tapping into students' experiences and interests, and building a strong sense of community. Each student has a teacher who monitors the student's personal and academic development and serves as the point of contact for the family. The teachers work with the students to ensure that individualized projects are developed that reflects each student's unique needs and interests. They compile and present their best work in exhibitions. Students with special needs receive individual attention in our co-teaching and inclusion model. Individual and small-group learning styles are facilitated in our makerspaces (art/design, digital fabrication, wood shop) for hands-on activities along with exhibition spaces.
- **Adult World Connection.** Students experience some of their best learning outside the school walls often drawing on adult resources, especially Elders in the community, to which they might not otherwise be exposed. As student get older projects will start with focus on family and then call for outdoor investigation and exploration; and by 5th grade require interviews with local business leaders, government officials, and the general public. Students will exhibit their work to adult audiences and receive feedback during exhibitions, student led conferences, and presentations of learning.

SECTION 2 - Non-Discrimination Statement

It is the policy of Kwiyaqatu Community Academy is provide a safe work environment, to recruit, hire, train, educate, promote, and administer all personnel and provide a safe learning environment and to operate the school and implement all instructional programs and actions, without regard to race, creed, color, religion, sex, sexual orientation, transgender status, age, national origin, ancestry, disability, need for special education services , marital status, or public assistance. We will not tolerate any discrimination, and any such conduct is prohibited. The school also prohibits any form of discipline or retaliation for reporting incidents. The HOS will serve as the Title IX coordinator. All Title IX complaints are to be emailed to the Head of School.

SECTION 3 - General School Procedures

Attendance

Daily participation in class is critical to student learning and growth. It is the family's responsibility to have their students on time and present for all of their classes. Please understand that a lot of what we do in project-based learning cannot be made up (exhibitions, team presentations, student led conferences, presentations of learning, field work). Students must also understand the importance of

their attendance in group projects. Attendance is important to achieving academic excellence. Please schedule all family vacations during the breaks that are built into our school calendar and not during scheduled school time. Please communicate with the teachers and administration about conflicting activities in order to ensure the student is on track to complete their school work.

School Hours

Classes begin at 8:15 am for grades K-2, and 8:30 am for 3rd, 4th and 5th grade
Monday, Tuesday Thursday and Friday dismissal: 3:15 for K-2 and 3:30 pm 3rd-5th grade
Early Release dismissal on Wednesdays is 2:00 pm grades K-2, 2:15 pm for 3rd- 5th grade

Students should arrive no earlier than **8:00 am when staff supervision begins and the school is open and leave no later than 3:45 pm when staff supervision ends** unless prior arrangements have been made with a staff member. Staff members reserve the right to call emergency numbers for students who are not picked up by 3:45 pm and release children to these individuals.

Absences, Late Arrivals, or Early Pick-ups

Significant absences, repeated unexcused absences or tardiness could lead to academic and disciplinary consequences. If the problem continues, the parents and student will meet with the administration to resolve the issue. In the event of a necessary absence, please call or email KCA's main office, to advise the staff and front office that your child will be absent or will be late or needs to be picked up early.

Any student who has missed five (5) consecutive days of school without any contact may be subject to disciplinary proceedings. Additionally, under KCA and Tribal Truancy Policy, a student and parent(s) are subject to legal truancy proceedings.

Attendance during School-Wide Assessments: To assess the effectiveness of the rigorous, integrated and personalized academic project-based curriculum, students are expected to be present and participate in various scheduled school-wide assessments such as exhibitions, AIMS Web, and CMAS (at third grade). Attendance is expected and promptness is appreciated. Failure of the student to attend without appropriate advance documentation can result in disciplinary action.

Excused Absences: Excused absences are those resulting from: illness, injury, extracurricular games, family emergency, or long term absences excused by the administration through prior written requests of parents/guardians to the administration: absences which occur when a student is in custody of a court, or of a law enforcement authority, and any other absence approved by the administration. The school may require suitable proof of an excused absence including written statements from medical sources. Parents or guardians are required to call the site manager for all excused absences for attendance record keeping when a student is out for one day for sickness or injury. Multi-day absences must be planned and discussed with the grade level teachers prior to the absence to ensure proper communication about the academic experiences that will be missed or could impact the student's academic grades.

Unexcused Absences: Absences not properly reported by the parent/guardian are unexcused. Unexcused absences are those absences deemed unacceptable by the grade level teacher and administration because the parents have not communicated with the teachers, site manager or administration. Unexcused absences may result in disciplinary consequences.

Notification of Absences to Parents by the School: When a student is truant from school or from assigned classes, the school office will make a reasonable effort to notify parents, guardians, or legal custodians by phone as quickly as possible. If a student's academic progress is compromised because of absence, reasonable effort will be made to notify the parents/guardian in advance so remedial action can be taken.

Academic Consequences: Students with excused or unexcused absences are responsible for work missed and are expected to make it up for their own benefit. Teachers will provide opportunities for students to make up missed work for excused absences only.

Habitually Truant Students: Truancy is an absence from school without the permission of the student's parent/guardian, the teacher in charge or the Head of School. Students who have achieved the age of six but are under 17 years of age, who have four or more unexcused absences from school or from class in a one month period, or 10 or more unexcused absences from school or from class on 10 or more different days in a school year, are considered to be "habitually truant" under state law. Absences due to suspension or recommendation of expulsion will not be considered for purposes of determining habitual truancy. Once a student is determined to be habitually truant, the Head of School, or designee, will notify the student's parents/guardian in writing of the student's unexcused absences and of the fact that the student is habitually truant. At that time, the school will develop a plan with the goal of assisting the child to remain in school. School personnel will make reasonable efforts to meet with the parent/guardian to review and evaluate the reasons for the child's truancy and may work with a local community services group in developing and implementing the plan, and assisting the student to stay in school. Further unexcused absences will result in a referral to the legal system for adjudication in accordance with KCA and Tribal Truancy Policy.

Communication Guidelines for Parent/Guardian and Students

Please call the front office to relay important messages to your child during the school day as students' use of cell phones or other personal electronic communication devices inside the school building is strictly prohibited. For related policies regarding use of personal electronic devices, see Electronic Device Usage Policy contained in the Technology Policy section below. The school's values and resulting behavioral expectations are in effect at school or on school grounds, at school sanctioned activities or events, while being transported by school approved vehicles, or at school functions/activities occurring off school property. Any violation of school rules, including cyberbullying, *during these times* will subject a student and/or conspirator to disciplinary measures and/or notification of law enforcement authorities, as needed.

Parent/Guardian or Student to School Communication

If a student or parent/guardian of a student have a concern regarding their student's education that they wish to address this with the staff directly, they are required to follow the conflict resolution and communication policy outlined below. The staff is not required to correspond to emails during the weekend.

Grievance/Communication Procedure

Communications policy regarding any student and school related concern, complaint, or formal grievance to honor due process. Employee and Board grievances must follow the Ute Mountain Ute Employee Policy, Section 8 Grievances and Appeals, pages 21-24.

Step 1 - Address Issue with Those Directly Involved. The grievant (typically the parent represents the student and the Head of School represents any staff member) must first bring the concern to the attention of the individual(s) directly involved. A meeting should be scheduled where the concerns can be expressed in private and in an environment conducive to resolution. If the grievant brings the concern directly to the attention of the School Leader without first attempting to address the issue at the lowest level, the School Leader may redirect the grievant to the appropriate level in the process.

NOTE: A grievant is not required to address the issue with the person directly involved if the grievant is alleging harassment or discrimination. In case of grievances relating to allegations of harassment or discrimination, please see the school's [Workplace Harassment/Discrimination Guidelines](#) please see the school's [Harassment/Discrimination Guidelines](#) available below in the Handbook. The HOS will serve as the Title IX coordinator. All Title IX complaints are to be emailed to Head of School.

Step 2 - Address Issue with School Leader. If a satisfactory resolution is not reached at the lowest possible level, or where the complaint directly involves the School Leader, the concern may then be brought to the attention of the School Leader. If feeling uncomfortable, either party may invite the school's Program Coordinator to be a part of the meeting to help resolve the issue. The School Leader will schedule a phone call or an in-person meeting within 48 hours of receiving the complaint (where possible) in order to address the situation, facilitate ongoing communication, and develop goals for conflict resolution. The School Leader will continue to monitor the issue until either a resolution or a mutual impasse is reached. *The complaint shall be in writing and shall detail (i) the date of the incident (if applicable); (ii) the School staff member involved; (iii) a description of the incident, decision, or practice that gave rise to the issue; (iv) the conflict resolution strategies that have been attempted thus far; and (v) the grievants requested resolution. Within five calendar days from the date on which the written statement was received, the School Leader will either issue a written response to the grievant or contact the grievant to schedule a time to discuss the issue.*

Step 3 - Prepare a Written Grievance for the Board of Directors. In cases only when a concern has not been resolved at Steps 1 or 2 or only when a mutual impasse has been reached, the grievant may file a formal written grievance with the school Board President. The written grievance must detail (i) the date of the incident (if applicable); (ii) the School staff member involved; (iii) a description of the incident, decision, or practice that gave rise to the issue; (iv) the conflict resolution strategies that have been attempted thus far; and (v) the grievants requested resolution.

Current contact information for the Board President can be found on the School website, under the 'Board of Directors' page. Within 10 days from receipt, the Board President, or his/her designee, will review the written grievance and provide a written response to the grievant either determining that the grievance has merit and warrants full review by the entire Board of Directors or declines to review the written grievance for lack of merit. If the Board President, or his/her designee, determines that the grievance warrants full review by the entire Board of Directors, the Board shall review the grievance at its next regularly-scheduled Board Meeting and issue a written decision to the grievant within 10 days of the meeting. If declining review, the Board's written response to the grievant will explain the reasons for the determination.

While any member of the public is always welcome to speak in an open board meeting, no grievance issue will be addressed by the Board without the grievant having first followed these proper procedures outlined in this policy. Issues of employee or student privacy may only be addressed in Executive Session, as is legally proper.

Step 4 - Submit a Written Grievance to the Colorado Charter School Institute Executive Director. If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Institute's Executive Director within five business days from receiving the written decision from the School Board President. After review, the Institute's Executive Director will publish his/her conclusions in writing within 15 calendar days from receipt of the written concern. The decision of the School's Board will not be overturned unless there are compelling grounds that the School violated an applicable law, regulation, policy, or contract provision. The Institute can be contacted at (303) 866-3299 or csi_info@csi.state.co.us.

Note: An employee will not be subject to any retaliatory action as a result of reporting conduct that is considered to be illegal sexual harassment or discrimination. Reporting false information considered defamatory could lead to immediate termination of employment. E-mail accounts are provided to employees to conduct work-related business only. No personal use of e-mail accounts is permitted in any circumstances. As such, all e-mail can and may be periodically monitored. Outgoing and incoming e-mail deemed to be offensive, pornographic, which promotes or incites negative marketing or public relations, promotes or incites threats to any individual's safety and security, or is otherwise deemed inappropriate, defamatory or unprofessional, is prohibited. Violations of this policy may result in immediate termination of employment.

E-mail addresses of students and families are confidential information of the e-mail address owner and are used for the purposes of communicating school-related business only. Any personal use by employees of email accounts belonging to students, parents, or community members or any distribution lists containing such e-mail addresses may result in immediate termination of employment. This includes communication relating to the employment relationship of the employee and any business of any individual that is deemed to be private and confidential, or any e-mail deemed to be offensive, pornographic, which promotes or incites negative marketing or public relations against the school or any individual at the school, promotes or incites threats to any individual's safety and security, or is otherwise deemed inappropriate, defamatory or unprofessional.

Distribution of Unauthorized Materials Guidelines

The distribution of unauthorized material on school property or the distribution of material in violation of school distribution rules is prohibited. Consequences for violating this procedure will be determined by the administration and based upon the severity of the infraction.

Student Dress Code Guidelines

The purpose of the KCA dress code is to create a professional, safe and respectful community where students can place their focus on learning without distractions. Dress codes contribute to a positive school culture and can set the tone for serious work. The dress code is in effect from the start of the school day until the end of the school day. Students are always allowed to change into athletic wear for electives, physical education classes and after school activities.

Exposed midsections are not acceptable. Students may wear long pants, jeans, shorts, or skirts - each worn with the waistband at the waist so underwear is not exposed. Skirts, dresses and shorts should be no shorter than fingertip length and appropriate for school. Straps on shirts need to be two fingers wide. Excessively baggy pants and pajamas are not acceptable.

Shoes should be considered appropriate for the school environment and the activities planned on any given day. Flip-flops are not acceptable as they can lead to injury during PE or recess. Teachers will be responsible for letting students know when open toed footwear is not appropriate. Earrings are allowed but staff may request students to remove their jewelry if it poses a safety issue. Hats, hoods, bandanas, do-rags, and sunglasses are not allowed to be worn inside the school building at any time unless they are ceremonial in nature. Text on clothing or accessories that promote violence, alcohol, gangs, or drugs is prohibited.

Professional Dress Standards for all School Presentations

Kwiyagatu Community Academy promotes teaching our students how to project a professional image through their clothing choices. Students will be presenting their work to others as a regular part of their academic experience on designated dates. Students should be dressed professionally to participate in these presentations. This includes any and all formal in-class presentations, POL's (Presentations of Learning), scheduled exhibitions, student led conferences, and similar events. Faculty will remind students when there is an expectation of professional dress and we will assist students in planning for these experiences.

For males, this means a button-down shirt, a vest, a nice pair of slacks (no jeans), dark socks and dress shoes (no sneakers). For females this means a shawl, nice top, blouse or button-up shirt, skirt, dress shoes (no high heels).

Enforcement of the Dress Code

The faculty and staff of KCA will interpret and enforce the student dress code. A call home for appropriate clothing to be brought to school will be made under relevant circumstances for dress code violations. Alternatively, if a parent cannot be reached administration may provide temporary appropriate articles of clothing to be worn in order for the student to remain at school.

Drugs, Alcohol and Tobacco

Student, staff and parent use, possession, distribution, or sale of alcohol, tobacco or illicit drugs is prohibited on school grounds, at school-sanctioned activities, while being transported in school sponsored vehicles. Tobacco is recognized as a sacred cultural plant and will be allowed for educational and ceremonial use only. Student use may result in suspension and criminal charges in relation to illegal possession or use of alcohol and/or drugs. A student's violation of the above prohibitions at any time or in any place off campus where the student's conduct interferes with or obstructs the educational program or operations of the school, or the health, safety or welfare of students or employees may additionally result in disciplinary action in accordance with federal or tribal law. Students represent themselves and the school and community at all times and should keep this in mind when making choices or choosing behaviors outside of school. A student violation of this policy will lead to a

suspension, reporting to tribal authorities, and/or a recommendation for expulsion, as required by law, or at the discretion of the school.

The school will work with that student to get whatever support, counseling and/or treatment help they need as well as working with the student and their family to address the impact their behavior has had on the school community on a restorative justice basis. The family, when appropriate, will be required to report back with an assessment, diagnosis and treatment plan as a condition for re-admittance into the school. The second violation of this policy will lead to a recommendation for an expulsion hearing.

Adverse Weather Procedures and School Closings

When Montezuma Cortez School District Re-1 closes or delays school because of weather, Kwiyaqatu Community Academy will delay or close school. In the event of a school delay or closure due to inclement weather, the following communication steps will be enacted:

- Check the Cortez School and KCA websites for snow closure and delay announcements – we will be closed when they are closed to make it simple and consistent for families who have students in Re-1 schools and KCA.
- By 6:00 AM, KCA's website will have a posting about school being closed on our calendar link and an email will be sent to all families.
- By 6:00 AM, KCA will have contacted the media and added our delay/cancellation to their list.

Fire Alarms and Building Emergencies

Should an emergency require evacuation of the School, fire alarms will sound. All students, staff, and visitors are required to complete an orderly and safe evacuation of the classrooms and building. Students will proceed to designated areas with their teachers. Individuals will remain in the area until a member of the administrative staff gives the all-clear signal. All fire alarms are treated as real and must lead to an immediate evacuation of the building. Students must follow these evacuation procedures:

1. Silently follow staff directions and proceed out the nearest exit.
2. Do not grab backpacks or any belongings before exiting.
3. Meet in the designated evacuation location with the teachers.

Financial Procedures (Student and Parent/Guardian)

Students or parents may not sell any articles on school property without the permission of the administration. They may not make a collection of money or materials for their own purposes or for an organization to which they belong outside of school without prior permission from the administration.

School Fees

Parents/Guardians shall be responsible for paying school assessed fees for lunches, services and supplies provided by the school including technology. Parents can fill out a Free and Reduced Lunch form to see if they qualify for free or reduced lunch in order to be exempt from fees. Parents can choose to make small payments toward their required fees. Fees can be paid on Infinite Campus. Surplus balances on Fee accounts at the end of each school year will be moved and credited to that student's lunch account to be used the following school year. If a student is not returning the following school year, the Fee surplus will be credited to any available sibling's lunch account. Any Fee surplus that does not have an

associated lunch account to credit will be deemed a "donation" to the school, unless a refund is requested by the student's parent/custodian(s) prior to June 15th of that school year. Surplus balances on Lunch accounts at the end of each school year will be rolled-over to the following school year for each student. If a student is not returning the following school year, the Lunch surplus will be credited to any available sibling's lunch account. Any Lunch surplus that does not have an associated lunch account to credit will be deemed a "donation" to the school, unless a refund is requested by the student's custodian(s) prior to June 15th of that school year.

Medical Procedures and Emergencies

Kwiyagatu Community Academy will not have a full-time nurse on site in our school but the Program Coordinator will contact families if a student requires medical attention or needs to be picked up by the parents because of illness. We can store prescription medicines in a locked cabinet for your son/daughter to keep on hand in case of an emergency. There is a form to complete and all medications must be in their original container clearly marked with the name of the student, the name of the medicine and appropriate dosage instructions as prescribed by your child's doctor. Over-the-counter medications such as Tylenol, Motrin, etc. will be kept in the main office. Students will need parental/guardian permission to access over the counter medications. Students may keep inhalers for asthma in their possession unless parents/guardians wish to make other arrangements.

If a medical emergency occurs to a student at school, first-aid will be administered and the parent(s)/guardian(s) of that student will be contacted immediately along with school administration. If parent(s)/guardian(s) cannot be reached, a person listed on the student's health form (or emergency contact card) or the family physician will be contacted. If the situation warrants, the school will call Emergency Medical Service (911).

Personal Property Guidelines

All property brought to school is brought at the owner's risk. KCA cannot assume responsibility for any property belonging to students. Distracting or inappropriate objects will be taken from a student and returned at the end of the day. Repeated violations will require a parent/guardian conference. Students should not bring large sums of money to school. If it is necessary to bring a large sum of money, that money should be taken to the office for safekeeping. Students have no expectation of privacy with respect to personal belongings.

School Supplies

It is the responsibility of students to come with appropriate materials to school. The supply list is posted on the school's website. Students should have a dedicated notebook for each of their core classes and an adequate supply of pens and pencils. The school will do its best to notify students and families in a reasonable amount of time when items are needed for projects.

School Property

The school expects students to treat school property and equipment with care and responsibility. School property includes the building and grounds, equipment, books and all electronic equipment. Intentional actions to damage or harm school property will lead to a suspension and may lead to expulsion. Should the damage be deemed as an unintentional act, students may be given the option of reimbursing the school and/or completing community service as determined by the school.

Transportation Guidelines

Parents/guardians and students are asked to adhere to the transportation policy and traffic flow guidelines at all times.

Drop-off and Pick-up

Please drop off students by the driveway on the south side of the Education Building, unless you need to park and enter the building to pick up or drop off materials, forms or student supplies. Please park near Veteran's Park and walk your child in the Front Door.

(inset aerial photo here)

Vandalism

All students, parent and staff are urged to treat the building with care and respect. No one is to injure, destroy, deface or trespass on school property, and violation of this policy may result in criminal charges. Parents/guardians may be legally responsible for paying for any damage done to the building or school property by their child. People with any information about the damage done to the building, its contents or any school facilities or equipment should report it to the administration. Vandalism or defacement/damage to another member of the community's personal possessions is also a violation of this policy.

Weapons

Guns, knives, explosives, or weapons of any type are not permitted in the school, on the campus, anywhere on the premises, and at any off-campus school related activities or events. Knives may be present on school grounds if used for cultural and ceremonial educational activities. Violations may lead to expulsion and will be subject to mandatory referral to the criminal justice or juvenile delinquency system. Items that appear to be weapons are banned as well.

Gun-Free Schools Act

The school exercises a zero tolerance for weapons of any kind (including toys that appear to be weapons) and will enforce federal and tribal law regarding weapons, explosives and firearms. Any weapons that are covered by the Guns Free School Act Title 18 USC 921, and other relevant Tribal policies, will not be allowed in school. Guns with no ammunition may be allowed in school for Ute cultural and historical education.

SECTION 4 - Academic Procedures

Academic Focus

Student engagement in academics drives student success. Students are motivated to learn if they believe that what they do in school is relevant to their future and interesting to them today. KCA will empower teachers to create an emotionally and intellectually safe, collaborative atmosphere, where students grapple with challenging tasks and the big ideas of life, where students feel that everyone has something to contribute to a final product that is beautiful, powerful, and meaningful.

Research supports the notion that we learn by doing and we learn from our mistakes. Learning is optimal when we grasp abstract concepts by comparing, grappling, taking apart, reconstructing and applying; we master skills through practice, expert feedback, and practical application; and we retain information that is investigated and used in the context of real-world events that matter to the learner. It is the goal to teach our students to think critically, evaluate, analyze, make relevant and valid judgments, discriminate among values and communicate ideas with others. This can be achieved by providing the opportunity for our students to take risks, make mistakes, receive feedback, and refine their work and making learning an iterative process.

Coursework is designed to provide an academic environment to develop and hone critical thinking skills and problem-solving abilities with a curriculum that focuses on depth over breadth through Project Based Learning (PBL).

Academic Honor Code

Academic integrity lies at the center of our commitment to foster a positive school culture. Successful learning is grounded on mutual trust and respect between teacher and student. We expect each student to take responsibility for his or her learning by demonstrating integrity and commitment to honesty in his or her work. We expect students to have the courage to ask for assistance, the curiosity to research their ideas, and, above all, to do their best in all of their learning. Students are responsible for following the Academic Honor Code with all assignments and in all disciplines.

Violation of the Academic Honor Code may take several forms, including, but not limited to, plagiarism, cheating and copying. Any of the following, without full acknowledgement of the original source, counts as a violation of the Honor Code:

- Direct duplication by copying another's work, whether from a book, article, web site, another student's assignment, etc.
- No student should knowingly allow his or her work to be copied.
- Inclusion of images, text or other forms of media in whole or in part from the internet or other electronic resource without proper citation.
- Duplication in any manner of another's work during a quiz, test, assessment, or exam.
- Paraphrasing another's work closely, with minor changes but with the essential meaning, form and/ or progression of ideas maintained without proper citation.
- Piecing together sections of the work of others into a new whole.
- Submitting one's own work that has already been submitted for assessment purposes in another subject or at another school.
- Producing assignments with other people (e.g., another student, a tutor) that should be your own independent work.
- Using often-quoted phrases without citation.
- Pressuring others to violate the Academic Honor Code.
- The presentation of group work as an individual, independent work, or the presentation of an individual's work as a group.

- Falsifying, creating and fabricating information, data, or sources.

Most cases of plagiarism can be avoided by citing sources. Simply acknowledging that certain material has been borrowed, and providing your audience with the information necessary to find that source, is usually enough to prevent plagiarism.

"What is Plagiarism?." *Plagiarism.org*. 2010. iParadigms, LLC, Web. 4 Jan 2010.
(http://www.plagiarism.org/plag_article_what_is_plagiarism.html)

Consequences for breaking the Academic Honor Code

Consequences for not following the academic honor code may include receiving a zero on the assignment, failing the course, suspension and/or expulsion from school. Students may also receive and complete an extensive assignment, which will include but may not be limited to a presentation about academic integrity to a group of their peers, a reflective essay, interviews, and research.

Academic Effort

Kwiyagatu Community Academy strives to create an environment of academic rigor that will prepare students to excel in middle school, high school, college and life beyond. Consistently living the values of inquiry, problem solving, and "doing your best" is critical to academic success. The school expects that each student will give their best effort with all academic work.

Homework: Teachers will assign homework to students on a regular basis. The homework will be meaningful and relevant. It will serve an important purpose of extending the learning that goes on in the classroom. Homework may be given Monday through Thursday. Weekends and holidays are primarily reserved for family time. Students may elect to use the weekends to review materials, make up work, complete projects, and enjoy recreational reading. Assignments shall be designed so that the typical student can complete all homework, including time for studying and preparing for exams, in the average minutes shown.

Grade K - 15 minutes daily

Grade 1 - 20 minutes daily

Grade 2 – 30 minutes daily

Grade 3 – 40 minutes daily

Grade 4-5 – 50 minutes daily

Parents/Guardians Role with Homework: Parents/Guardians must be aware and supportive of their child's efforts with homework. Parents/Guardians are expected to actively check and review their child's homework, and let teachers know if their child is struggling with homework. Parents/Guardians may assist students with their homework, but should never do it for them. Parents/Guardians should review their child's homework for quality and completeness.

Academic Probation: Students who do not complete class work/projects regularly will be placed on academic probation. Parents/guardians will be notified by the child's advisor and will be required to become more involved in their child's education. The parents/guardians, teacher and the student will develop a plan to get the student off academic probation. The student may also be required to complete a weekly academic contract. If academic effort continues to be a problem, a conference with the parents/guardians will be held to discuss more serious steps that may include retention or expulsion.

Grading Procedures

To go on to the next grade, students must meet the performance outcomes in all Core Classes or complete an individualized credit recovery program.

POL's - Presentations of Learning: required POL's take place several times each semester. POL's are formal presentations that students make in front of their classmates and visiting adults. Students present one or two projects they have completed during the semester, along with their progress toward reaching their social and academic goals.

Exhibitions: Many projects will culminate in a required public exhibition. In preparation for exhibition night, each team rehearses for a public audience. Exhibition is a time for students to share their learning publicly in a formal manner. Some exhibitions will be off campus.

Incomplete: A student may earn an Incomplete under two circumstances: 1) If a student has demonstrated outstanding effort throughout the year, but has missed several concepts that are necessary to learn, and needs extra time in order to achieve mastery of those concepts, or 2) If there has been an extended excused emergency leave where a student missed a portion of the work that needs to be made up. Teachers will determine deadlines for submission of incomplete work as well as the associated consequences and final grade. These unique learning measures and alternative assessment methods augment state and authorizer accountability requirements. They offer ways to gauge and demonstrate the levels of attainment in vital aspects of our design principles that are not readily or adequately measured by standardized assessments.

Failure: To go on to the next grade, students must meet the performance outcomes in all Core Classes or complete an individualized credit recovery program.

Mastery in core academic studies will be demonstrated through a variety of means, including exhibitions of work, presentations of learning (POLs), portfolios, traditional assessment tests, and standard grades.

Make-Up /Late Work Policy: If a student is absent from school, it will be the student's responsibility to make sure that all assignments will be made up upon return. All communication about missing work should be conducted with the student's teachers.

Corrective Action: Teachers staff will make regular use of student performance data to inform instructional practices. Both "snapshot" and longitudinal data will be used in addition to embedded assessment to identify students in need of remedial support.

Corrective intervention will begin when students are not making sufficient growth in a year's time. Depending on the unique situation of the individual student, any or all of the following strategies will be pursued in an attempt to remedy the situation:

- The student's teacher may begin a remedial program that will include any or all of the following: additional instructional time with the teacher, other staff, or parent/guardian volunteers; at-home work; or after-school work.

- The student's teacher may call for a conference with parents/guardians or guardians to discuss possible interventions. This conference will explore specific strategies for increasing the student's achievement.
- The student may be referred to special education services after tiered interventions fail to increase the student's growth. Those responsible for special education services will work in conjunction with the classroom teacher to identify the root problem and create a remedial strategy for that student.
- The student may be recommended for testing to establish whether an Individual Education Plan (IEP) is needed.
- As a last resort, grade retention may be required.

Promotion Requirements and Grade Retention

To go on to the next grade, students must meet the character and academic performance outcomes in all academic classes or complete an individualized credit recovery program.

Promotion decisions for students with disabilities will take into account student attendance, whether the student has been retained before, and progress towards/completion of curriculum/IEP goals. Factors specific to students with disabilities, including transition planning, and the use of an alternate assessment, may also be weighed. For example, for each year that a student is retained, he or she forfeits a year of valuable transition services following high school, to which they are entitled under the Individual Disabilities Education Act (IDEA).

In addition, the following must be considered and documented before retaining a student with a disability:

1. Whether evidence exists that retention is a viable intervention that will accelerate the student's academic performance and allow them to catch up to and maintain skills with their grade-level peers.
1. Whether all special education and related services documented on the student's IEP (504) have been fully implemented and progress data documented.
1. Whether appropriate accommodations and modifications, enabling the student to access the curriculum successfully in spite of his or her disability, were fully implemented in the general education classroom.
1. Whether adequate behavior interventions were implemented and monitored to improve student performance (i.e., organizational support, Functional Behavior Assessment, etc.).

The IEP team must, as with any other decision, examine all relevant documents, evaluations, teacher and parent reports, and other information in arriving at an appropriate promotion or retention decision for a student with a disability, consistent with that student's individual needs and abilities.

Report Cards and Progress Reports

Report cards will be posted at the end of each semester on Infinite Campus.

Student-Led Conferences

The primary value for requiring student-led conferences is to increase accountability and ownership, which moves the student from passive, and frequently second-hand, recipient of information shared between teacher and parent/guardian, to an active participant in a thoughtful discussion with their parent/guardian concerning their academic and character development. The student is in charge of their conference with the parents/guardians while the teacher serves as a discussion facilitator. The goals of student-led conferences are:

- to encourage students to accept personal responsibility and ownership for their academic performance and character development;
- to teach students the process of self-evaluation;
- to facilitate the development of student's organizational and oral communication skills and to increase their self-confidence;
- to encourage students, parents/guardians, and teachers to engage in open and honest dialogue;
- and to increase parent/guardian participation at conferences.

SECTION 5- School Culture and Discipline Procedures

Kwiyagatu Community Academy will maintain a safe learning environment that is focused on academic excellence. Students are expected to have high standards of responsibility, constructive behavior, and a code of ethics that fosters personal and academic growth. These standards are the cornerstone of our positive school culture. The ultimate goal is for students to be well prepared for the next phase of their life and academic path.

Consistently living these core values is expected of all students for their benefit and the benefit of the entire school community. Students are expected to support their peers in adhering to the core values of the school. School authorities have the right and responsibility to assist in managing student conduct to create an orderly and safe learning environment. Conduct which disrupts learning or threatens to disrupt the operation of the school; interferes with the rights and privileges of students or other citizens; which endangers the health, safety or welfare of any person; or which damages property will not be tolerated.

Kwiyagatu Community Academy embraces an emphasis on repairing the harm done by inappropriate behavior through "restorative justice". The offender will be expected to take responsibility for his/her action(s) and to "repair" the harm they have done by apologizing, returning stolen money, property, or doing community service. Every effort will be made to work with behaviorally challenging students. Our Head of School and grade level teacher will work with students, and sometimes families, to determine the root cause and rectify detrimental behaviors.

The school's values and resulting behavioral expectations are in effect at school or on school grounds, at school sanctioned activities or events, while being transported by school approved vehicles, or at school functions/activities occurring off school property. Any violation of school rules, including cyberbullying, during these times will subject a student and/or conspirator to disciplinary measures and/or notification of law enforcement authorities, as needed.

Students, parents/guardians and staff are expected to respect others and support teaching and learning. Anyone engaging in offensive behavior may be subject to discipline including the possibility of suspension or expulsion proceedings.

Student Expectations

Compassion: Students, parents/guardians, and staff are expected to act with compassion for others. Students will demonstrate their understanding of, and empathy for an idea or a feeling by paraphrasing it accurately, building upon it, clarifying it, or giving an example of it. Student behavior that is unacceptable includes disrespecting the ideas of others, talking over others, cruelty, and ridicule.

Respect: Students are expected to respect our staff and their peers and support the teaching and learning expectations of the school. This includes how we talk and interact with one another and how we respect each other's property and personal space. Students communicate this respect through their appropriate actions, words, tone of voice, and body language. Student behavior that is unacceptable includes: offensive language and gestures, talking back or disrespecting a staff member, ignoring or refusing to complete a staff request, or disrupting a class or another student's learning. Threatening, slandering, causing physical harm, bullying of peers, sexually harassing, or stealing are unacceptable behaviors and could be subject to suspension or an expulsion hearing.

Integrity: All members of our community are expected to conduct themselves with honesty, reliability, and caring for themselves and others. Students, staff and parents/guardians are expected to take responsibility for their behavior, actions, and commitments. Students assume the responsibility of abiding by all school rules. Students must be on time to school, all classes and other school activities. When a student takes an inappropriate action or makes a poor choice, that student is expected to take full responsibility for his/her behavior. Students must never lie or give false information to a faculty or staff member. They must commit to abide by the Academic Honor Code with all of their academic work. Being honest in all their actions and admitting to wrongdoing is essential to integrity.

Effort: We recognize that success is connected to action and effort. We expect all members of the school community to recognize the need to act when action is called for; to step forward in response to a situation or problem; and to take responsible risks as the situation may call for. All members of our community are expected to engage in analytical thinking through investigating problems or situations, and then developing strategies to solve them. Students and staff will be expected to collect evidence to indicate their problem-solving strategy is working, and if one strategy doesn't work, they will know how to re-strategize and try another. This methodology will be a functional part of our discipline approach.

Students who fail to live these core values by exhibiting one or more of the unacceptable behaviors listed above will be subject to the discipline process and appropriate consequences outlined in this handbook.

Public Displays of Affection

Public displays of affection while at school, on school grounds, or at school-sponsored activities are not acceptable. Inappropriate touching with hands or other parts of the body is not permitted.

Student Aggression (Bullying)

Kwiyagatu Community Academy is committed to promoting a safe learning environment by understanding the causes of bullying behavior and reducing the incidence of student aggression overall. It is well documented that students who feel safe learn more easily, quickly and freely. Bullying is defined by the State of Colorado as "ANY WRITTEN OR VERBAL EXPRESSION, OR PHYSICAL OR ELECTRONIC ACT OR GESTURE, OR A PATTERN THEREOF, THAT IS INTENDED TO COERCE, INTIMIDATE, OR CAUSE ANY PHYSICAL, MENTAL, OR EMOTIONAL HARM TO ANY STUDENT. BULLYING IS PROHIBITED AGAINST ANY STUDENT FOR ANY REASON, INCLUDING BUT NOT LIMITED TO ANY SUCH BEHAVIOR THAT IS DIRECTED TOWARD A STUDENT ON THE BASIS OF HIS OR HER ACADEMIC PERFORMANCE; OR AGAINST WHOM FEDERAL AND TRIBAL LAWS PROHIBIT DISCRIMINATION UPON ANY OF THE BASIS. THIS DEFINITION IS NOT INTENDED TO INFRINGE UPON ANY RIGHT GUARANTEED TO ANY PERSON BY THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION OR TO PREVENT THE EXPRESSION OF ANY RELIGIOUS, POLITICAL, OR PHILOSOPHICAL VIEWS."

KCA believes that bullying can also be subtle in nature. We further define bullying as unwelcome, harmful behavior towards another person. This behavior must be purposefully annoying, alarming, bothersome, and/or physically or emotionally injurious. Bullying can take the form of, but is not limited to, verbal and/or written remarks, gestures, innuendos, gossip, exclusion, symbols, or physical contact. Any student who believes that he/she has been subject to bullying, or who believes that they have witnessed bullying should immediately inform the person engaging in the offensive behavior that the behavior is un-welcomed and must stop. He/she should inform the school administration, Behavioral Health Specialist, or School Counselor of the incident immediately. Students who violate this policy will be subject to disciplinary consequences.

Harassment

KCA maintains that it is critical that all members of our community respect each other's rights, individuality and differences. Courtesy, tolerance and mutual respect provide the platform for sharing, learning, innovation and personal development. Accordingly, it is the policy of KCA to prohibit sexual harassment or harassment of any kind, including harassment based on race, creed, color, religion, sexual orientation, transgender status, age, national origin, ancestry, disability, need for special education services, marital status, or public assistance. The HOS will serve as the Title IX coordinator. All Title IX complaints are to be emailed to Head of School.

Sexual harassment refers to behavior that, among other things, is not welcome, is personally offensive, or undermines or weakens morale. Sexual harassment includes any unwelcome verbal, physical, visual or electronic conduct that has the purpose and/or effect of creating or contributing to an intimidating, hostile or offensive environment or that unreasonably interferes with the recipient's educational progress or personal security.

Any student, parent or guardian who believes that he/she has been subject to harassment, or who believes that they have witnessed harassment should inform the school administration of the incident immediately. The party receiving the complaint is expected to acknowledge receipt of such complaint within 24 hours and cause to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent as possible. The investigation will be conducted within a mutually agreeable time frame to both the student/parent/guardian making the complaint and the party to whom the complaint was reported, at all times maintaining the intent to be concluded within the shortest time frame possible, but allowing enough time for thorough investigation

into the allegations made. KCA is committed to safe and secure resolution process that respects the rights of all parties to a complaint. All parties involved in the complaint have the right to a fair and confidential process.

KCA prohibits any form of retaliation against any community member for filing a bona fide complaint under this policy, or for assisting in the complaint investigation.

If, at the completion of an investigation, KCA determines that any member of the KCA community is guilty of discriminatory or harassing behavior, appropriate action will be taken against the offending party and may result in immediate suspension or expulsion of a student.

KCA prohibits intentional provision of false information regarding any complaint. Making a false accusation about a staff member that is intended to harm their professional reputation may result in legal consequences. Also, because a false report of harassment can have damaging effects on the reputations of innocent individuals, false accusations are subject to the same form of disciplinary action.

Student Searches

We reserve the right to examine and/or search a student's person and/or personal property, including but not limited to backpacks, cell phones, and cubbies. This search may be made at the discretion of the school administration if a reasonable suspicion arises that items considered illegal, unauthorized, disruptive, or a general nuisance to the educational process are being kept at school. School administration will detain a student if there is a reasonable suspicion that a student has drugs, alcohol, narcotics, weapons, explosives, or other dangerous contraband in his possession, and if such possession constitutes a clear and imminent danger to the safety and welfare of the student, other persons, or school property. Furthermore, school administration will notify parents/guardians and the appropriate law enforcement agency of illegal possession of such materials or illegal activity.

Parents and students are notified that the school has security cameras in place and these may be reviewed by school administration in the event of any incidents.

Student Discipline, Suspension or Expulsion

The purpose of disciplinary action at KCA is to ensure that individual students, their parents/guardians, and the community stay focused on growth and learning while fostering an environment of tolerance and respect. Inappropriate student behavior not only impacts the individual, but also exacts a cost on the larger school community. Students must understand that they are a part of a larger whole and are accountable to their peers and to the values and expectations of the community. Prompt resolution of the problem or issues is expected from the student and family. At any time, it is reported that a law has been broken, the school will notify law enforcement.

Authority to Impose Suspensions and Expulsions

The Head of School or his/her designee has the authority to impose suspensions and expulsions for behavior on or off school property. The Head of School or his/her designee will conduct an investigation of the circumstances presented, including consulting the student and affected parties. Parents are not required to be present but attempts will be made to contact parents as soon as possible. Law enforcement will be notified when necessary.

Suspension

Upon the occurrence of any matter that is subject to suspension as a penalty, the administration shall conduct an investigation and an informal hearing, unless an emergency prevents this, including an interview of the student, and after such hearing, has the discretion and may impose a suspension directly if he/she determines it is culturally appropriate. If the administration determines that a student is to be suspended, the administration shall provide written or verbal notice to the student's parents and/or guardians of his/her determination, including reasons for the suspension and the time period for the suspension, and the time and place for the parent, guardian, or legal custodian to meet with the suspending authority to review the suspension. The suspended student shall be provided an opportunity to make up school work during the period of suspension for full or partial academic credit to the extent possible. The student and his/her parents must meet with the administration prior to returning to school, or in the discretion of the administration, the administration agreeing to hear an appeal of the suspension.

Right to Appeal Suspension

Student or parent can appeal suspension the previous described the grievance procedures.

Expulsion

If the administration determines that consideration of expulsion is warranted, the administration shall impose a suspension pending an expulsion hearing, but not to exceed the 10 days.-The administration shall provide written notice to the student's parents/guardians of the reasons for suspension and explain the expulsion hearing process and the date of such expulsion hearing.

The administration will hold an expulsion hearing in which the Head of School shall serve as the hearing officer. The student shall have the right to legal representation and the right to present evidence at the expulsion hearing. The Head of School will consider evidence and/or testimony as appropriate and will render a decision that shall be in the best interests of the student and the school within five days of the hearing. If the Head of School determines that a student is to be expelled for a period not to exceed one year, the Head of School shall inform the student's parents and/or guardians of his/her determination in writing, including the reasons for expulsion.

The administration shall immediately notify the Board President of the school of an expulsion and shall report on each case of expulsion at the next meeting of the school's board of directors, briefly describing the circumstances and the reasons for the executive officer's action.

Right to Appeal Expulsion

In accordance with Tribal Due Process Policies the parents and/or guardians (or, if at least 18 years of age, the student) shall have ten (10) days from the Head of School's written expulsion determination to submit a written request of appeal to the Kwiyaqatu Community Academy's Board of Directors after which time the decision to grant or deny the appeal shall be at the discretion of the Board of Directors. In response to the written request for an appeal, the president of the board shall convene an executive session of the Board of Directors. A hearing on the appeal shall be convened within ten (10) days of

receipt of a timely written request for an appeal. At the hearing on the appeal, the student shall have the right to counsel and the appeal shall consist of a review of the facts that were presented and that were determined at the hearing conducted by the executive officer or by a designee acting as a hearing officer, arguments relating to the decision, and questions of clarification from the board of directors. The decision of the board of directors on appeal shall be final.

Discipline Plan

The following are corrective steps, or disciplinary actions of escalating levels of punishment, for serious or repeat offenses by students. At the administration's discretion, each step or action may include, but is not limited to:

- A verbal warning to the student;
- Verbal or written (email, phone call, or face to face) parent/guardian notification;
- A parent/guardian, student, and administration/Counselor/Teacher Leader conference;
- A written contract between the student and the school to improve behavior or performance;
- Suspension;
- Expulsion

Suspension

The following is a list of, but is not limited to, offenses that shall be grounds for suspension:

- Continued willful disobedience, open and persistent defiance of proper authority;
- Willful destruction, defacing, or attempting to cause damage or vandalism of school property or private property;
- Behavior on or off school property that is detrimental to the welfare or safety of other pupils or of school personnel including behavior that creates a threat of physical harm to the child or to other children;
- Committing an obscene act including those motivated by bias, prejudice, or sexually based;
- Engaging in habitual profanity or vulgarity;
- Engaging in, possessing, or distributing drugs, alcohol, or vaping devices or supplies;
- Engaging in sexual harassment or other harassment;
- Engaging in verbal abuse including, but not limited to:
 - Arguing with a staff member;
 - Ethnocentric/racial slurs or display of symbols associated with hatred;
 - Derogatory or vulgar language; or
 - Sexually explicit or sexually derogatory language or images.
- Violating the Code of Academic Integrity by plagiarizing or other forms of cheating on assigned school work;
- Violating school's Internet and Electronic Mail Policy; or
- Violating classroom norms

Possible Exceptions are:

1. Cases of reasonable self-defense
2. Proof that the discipline issue was a manifestation of a disability, if a student who creates the threat is a child with a disability as defined by the state of Colorado C.R.S 22-20-103 (5)(a):
 - a. Long term physical impairment or illness

- b. Significant limited intellectual capacity
- c. Significant identifiable emotional disorder
- d. Specific learning disability
- e. Speech or language impairment

Alternatives to Suspension

- in-school suspension
- school service (for example, assisting custodial staff with after school clean-up, lunch clean-up, etc)
- mini course (substance abuse etc.)
- parent supervision
- counseling
- community service
- behavior monitoring
- restitution
- problem solving or behavior contract
- alternative programming
- loss of privileges (like lunch, recess, social time, etc)
- time out
- detention (before or after school)
- mentoring (with a teacher, counselor, or other staff member before or after school)
- behavioral contracts
- referral to our Behavioral Health Specialist

Expulsion

THE FOLLOWING OFFENSES REPRESENT POSSIBLE GROUNDS FOR EXPULSION

1. Carrying, bringing, using or possessing a deadly weapon without authorization of the school or the authorizer. A deadly weapon includes, but is not limited to, a loaded or unloaded firearm, a knife, a bludgeon or any other weapon/instrument which, in the manner in which it is used or intended to be used, is capable of producing death or serious bodily injury.
2. The selling of, including the exchange, distribution or gift of, drugs or controlled substances, as defined by state law, including anabolic steroids and prescription drugs.
3. The commission of an act that, if committed by an adult, would be robbery or assault as defined by law.
4. Declaration as a habitually disruptive student, defined as a student who caused a disruption anywhere during school more than three times throughout one school year due to willful and overt behavior by the student, requiring the attention of school personnel to deal with the disruption.

Expulsion related to Students with Disabilities

If the child who creates the threat is a child with a disability pursuant to section 22- 20-103 (5), the child may not be expelled if the actions creating the threat are a manifestation of the child's disability. However, the child shall be removed from the classroom to an appropriate alternative setting within the district in which the child is enrolled for a length of time that is consistent with federal law, during which time the school in which the student is enrolled shall give priority to and

arrange within ten days for a reexamination of the child's individualized education program to amend his or her program as necessary to ensure that the needs of the child are addressed in a more appropriate manner or setting that is less disruptive to other students and is in accordance with the provisions of article 20 of this title. Nothing in this paragraph (c) shall be construed to limit a school district's authority to suspend a child with a disability for a length of time that is consistent with federal law.

Habitually Disruptive Students

Expulsion may be recommended for a student that has been declared "habitually disruptive." Habitually disruptive is defined as, "a child who has been suspended 3 times during the course of the school year for causing a material and substantial disruption to the learning environment, on school grounds, in school vehicles, or at school activities or events, because of behavior that was initiated, willful, and overt on the part of the child." The student and the parent/guardian shall have been notified of each suspension counted toward declaring the student as habitually disruptive and the student and parent, legal guardian, or legal custodian shall have been notified in writing and by telephone or other means at the home or the place of employment of the parent or legal guardian of the definition of "habitually disruptive student".

Disruptive behavior by a student identified as a student with disabilities, as defined by applicable law, will be managed in accordance with the student's individual education plan (IEP). Students with disabilities will be subject to recommendation for expulsion as a habitually disruptive student only if the student's special education team has made determination that the disruptive behavior is not a manifestation of the student's disability.

SECTION 6 - Technology Guidelines

Computer, Electronic Mail, and Internet Usage Procedures

We are pleased to offer students access to school computers, computer network and systems, electronic mail service and user accounts, the Intranet and the Internet (collectively "KCA IT"). KCA IT is provided for students to access electronic books for learning, conduct research and communicate with others in the process of achieving the goals of the curriculum.

Access to KCA IT is given to students who agree to act in a considerate and responsible manner. Access is a privilege – not a right. Access entails responsibility. Students are expected to adhere to the following guidelines and policies applicable to KCA IT. Students who violate these policies may be subject to disciplinary action.

These resources may not be used in any way that disrupts or interferes with use by others.

Students must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material.

The following are some of the actions that are not permitted, and violations may result in a loss of access, restitution, as well as other disciplinary or legal action, including expulsion.

- Damage, vandalism or theft of equipment, systems or networks;

- Use of the computer equipment, networks and systems for unlawful purposes, commercial purposes or personal gain
- Violation of copyright law
- Plagiarism
- Theft, piracy, improper downloading or modification of software
- Transmitting computer viruses
- Sending or retrieving information that violates school policies and/or applicable laws (e.g., sending and/or retrieving information that is pornographic, vulgar, racist, sexist, abusive, harassing, offensive, or attacking)
- Any attempt to guess passwords, use another's password, break into other accounts, or gain unauthorized access to administrative accounts
- Trespassing in another's portfolio, folders, work or files
- Concealing or misrepresenting one's identity while using the system
- Intentionally wasting limited resources
- Any use which is unlawful under applicable State or Federal law
- Any use which the school determines is objectionable in its sole discretion

Laptop Computers

Upon parent/guardian and student signature of the Student and Parent/Guardian Handbook Contract (located at the end of this Handbook), each student may be assigned a Laptop to use during class. Use of the laptop is a privilege that can be revoked at any moment. The use of the laptop and all school technology resources is governed by the acceptable use policy below. The school reserves the sole right to enforce the acceptable use policy and to limit or take away a student's privilege to use a school laptop at any time. Parents or guardians may not use the student's email account to obtain student email accounts, send emails to any student or group of students without the permission of the administration. Students may not use their own personal computers, tablets, or any other network access devices on the KCA network.

Students are responsible for their own behavior on the KCA IT system, just as they are everywhere in the school environment. Communications on the system are often public in nature. General school rules for behavior and communications apply.

It is presumed that users will comply with school standards. Aside from the clarification of such standards, KCA is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network.

Access/No Expectations of Privacy

KCA IT and all user accounts are the property of KCA. As such, KCA reserves the right to monitor and access information on the system and in user accounts. Network storage areas may be accessed to review files and communications, maintain system integrity, to ensure that users are using the system responsibly and to ensure there are no violations of school policies.

There is no right to privacy nor should any user of KCA IT have any expectation of personal privacy in any matter stored in, created, received or sent over KCA IT. These are subject to review by the school at any time, with or without notice, with or without cause and without the permission of any student or parent/guardian. The school reserves the right to monitor, access, retrieve, download, copy, listen to or

delete anything stored in, created, received or sent over school computer networks, computers, email system or any other KCA IT, without notice and without the permission of any user.

Moreover, to protect the integrity of the KCA IT and the users thereof against any unauthorized or improper use of these systems, MMS reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of this technology upon authorization of the Head of School or his/her designee.

Internet

Access to email and the Internet will enable students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with Internet users throughout the world. Families are reminded, however, that KCA does not control the content of the Internet. Accordingly, KCA does not have control over the type of information accessible to students or the quality of the same. KCA cannot completely limit access to materials that a parent/guardian or family might consider inappropriate. While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well.

The school believes that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages. Ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information resources. To that end, KCA supports and respects each family's right to decide if their child should not have Internet access, and relies on the family to inform us of that choice. The appropriate use of this resource is the responsibility of the user.

Electronic Device Usage Policy

Kwiyagatu Community Academy provides technology for the educational benefit of members of the community. All personal electronic devices must be off during school hours and stored in backpacks before the student enters the building and not out and in use until students exit the building at the end of the school day. Headphones may only be used in the school when provided by and under the supervision of a staff member.

Text messaging, IMing, emailing, playing games, watching videos, listening to music, FaceTime or similar video conferencing and live chat, and all other use of personal electronic property or abuse of school provided electronic property during scheduled school activities is strictly prohibited.

If students do not keep these electronic devices turned off and stored, or if students are identified engaging in any prohibited activity with personal or school provided electronic devices during scheduled school activities, a teacher or staff member will confiscate the item and remove that student's privileges with regard to any school or personal electronic device they were abusing their right to use. Parents/Guardians must come to reclaim personal electronic devices from the teacher who confiscated the device at the end of the school day. If a student continues to violate this policy, they will be required to check their phone in at the front office at the beginning of the school day and reclaim their device at the end of the school day for a set period of time. The school will not be responsible for lost or stolen items or items that are confiscated.

KCA acknowledges that removing student privileges to use school provided electronic devices may result in an inability for that student to engage in academic instruction, however abuse of the privilege to use such devices will not be tolerated. Student privileges will be granted to resume at the discretion of the teachers and/or head of School, and may only be resumed after conference with a parent or guardian, depending on the severity of abuse of privileges that occurred.

Tech Repair Fees

In the event of such damage being caused to the laptop due to mistreatment of the equipment by students, families will be required to pay the tech repair cost. Cost will be determined by the damage done and the price to repair the device.

SECTION 7 - Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records and gives parents/guardians rights to review student education records.

FERPA gives parents and guardians certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents/Guardians or eligible students have the right to inspect and review the student's education records maintained by the school and the right to request a correction of a student's education records. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents/guardians or eligible students to review the records. Schools may charge a fee for copies.
- Parents/Guardians or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent/guardian or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent /guardian or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent/guardian or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with a legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and

- State and local authorities, within a juvenile justice system, pursuant to specific State law.
- Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, grade level, honors and awards, and dates of attendance. However, schools must tell parents/guardians and eligible students about directory information and allow parents/guardians and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents/guardians and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.
- The school shall provide all student records, including discipline records to a school to which a student transfers, and no parental permission shall be required for the same. Parents/guardians have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

Family Policy Compliance Office
U. S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5901

<http://www2.ed.gov/policy/gen/guid/fpco/ferpa>

Student Records

The school maintains important information files on each student. You and your parent(s)/guardian(s) may review those records with reasonable advance notice given to the school. School officials may obtain access to your records for educational purposes only. All individually identifiable educational information is confidential except for "directory" information. Directory information includes the student's name, participation in officially recognized sports and activities, height and weight (for athletic teams), dates of attendance, degrees and other honors awarded.

Student Records and Withdrawal Process

The withdrawal process requires that parents or legal guardians meet first with each teacher to get their student's final grade in each class and clear all classroom needs including school technology. The parents must then meet with the site manager to clear any outstanding fees or fines. The final step in the withdrawal process is to meet with the school administration. Once the withdrawal form has been completed by the parents and student and signed by the Head of School, the family can enroll in a new school. The new school, after receiving the signed withdrawal form, can request student records from MMS.

Federal Compliance—Parent's Right to Know

As a condition of receiving Title I, Part A funds at the local educational agency (LEA) level, CSI must ensure CSI-authorized schools are in compliance with specific requirements of the Elementary and Secondary Education Act (ESEA), as amended. Under Title I of ESEA, parents have the right to know the

professional qualifications of the classroom teacher who instructs their child(ren). See ESEA§1111(h)(6). If a parent has a concern, they are to contact the Head of School.

Media Release

KCA will periodically create publications to highlight student achievement, school life and school events. These publications will be developed for the purposes of admissions, public relations, fundraising, and other uses that promote the school. We will honor the Student Photo/ Media Release form completed by families during the registration process.

SECTION 8 Parent Form:

Kwiyagatu Community Academy

Student and Parent/Guardian Handbook Agreement

Student:

- I agree to attend school on every scheduled day, be on time, and ready to learn.
- I agree to give my best effort to all of my academic work. I will complete my homework every night, actively participate in class, ask questions when I don't understand something, and seek extra help when I need it.

- If I am absent, I will take responsibility for bringing in documentation, getting missed assignments and making them up in a timely manner.
- I agree to be a positive participant in all aspects of the Kwiyaqatu Community Academy programs including, but not limited to, field trips, group discussions and activities, projects, assessments, presentations of learning, exhibitions, and all other instruction.
- I will abide by the dress code.
- I understand that I am responsible for my own behavior, and I agree to comply with all the rules and policies of as stated in the Kwiyaqatu Community Academy Student and Family Handbook.
- I agree to respect the physical environment of my school by picking up my belongings in my classroom and in all other areas of the school, using the organization and storage facilities offered in my classroom for my belongings, not touching or moving another person's belongings, cleaning up any mess that I make, respecting the bathrooms and refraining from intentional mess and uncleanliness.
- I agree to follow all the written and verbal instructions given by all staff members of Kwiyaqatu Community Academy.
- I agree to follow all computer policies and procedures as stated in the Student and Family Handbook and technology agreement.
- I agree to refrain from destroying or damaging private or school property, and I agree to pay, either by cash or by school service, for anything I damage. I understand that if I damage computing equipment my privileges concerning the use of this equipment may be temporarily or permanently revoked and I will make restitution for the damages.

I understand that Kwiyaqatu Community Academy will have consequences for the following issues:

- **Academic Honesty:** I agree to complete my own academic assignments and understand that cheating and plagiarism is not allowed.
- **Drugs:** I agree to refrain from the use or possession of alcohol, tobacco, marijuana and other illicit drugs or intoxicants.
- **Weapons:** I agree to refrain from the possession of knives, guns or any other type of weapon on campus.
- **Violence:** I agree to refrain violence, assault, and bullying.
- **Harassment:** I agree to refrain from verbal or physical abuse of anyone at the school on the basis of race, gender, religion or sexual preference.

I understand that if I do not give the appropriate effort or meet any of the above commitments, loss of privileges, suspension, or expulsion could result.

Parent/Guardian:

- I acknowledge that Kwiyaqatu Community Academy is a project-based learning model and a school of choice.
- I agree to promote and support the staff, Board of Directors, programs, and policies of Kwiyaqatu Community Academy outlined in the Student and Parent/Guardian Handbook.
- I agree to see that my child attends school on every scheduled day and arrives on time.
- I agree to actively oversee my child's academic work on a daily basis and ensure that my child is giving his/her best effort.
- I understand that my child will not be promoted to the next grade unless he/she has met all the academic requirements of the school. Should my child not meet these requirements, I understand that my child may need to complete the work over the summer.

- I agree that, in the event of damage being caused to my child's netbook due to mistreatment of the equipment by my child, I will pay the full cost needed to repair the netbook or replace it if necessary.
- I agree to attend all meetings regarding my child's progress and success at scheduled by the Kwiyaqatu Community Academy staff, including but not limited to parent/guardian support meetings, academic conferences, progress meetings, and discipline conferences.
- I agree to come to school for a meeting if my child is suspended and I understand that a meeting must occur before my child returns to class.
- I agree to allow my child to travel and to participate in all field trips arranged by Kwiyaqatu Community Academy, and I hereby authorize my child to receive emergency medical treatment if I am unavailable.
- I agree that I will not knowingly allow my child to participate in an off-campus activity where drugs, alcohol or other illicit substances are consumed.
- I agree to abide by the school transportation policy in terms of drop off and pick up, and parking logistics.
- I understand that Kwiyaqatu Community Academy is a public charter school of choice however funding is not as open and flexible as it can be in the traditional public school. As a result, many of the capital and facility projects that need to be completed to offer our children the academic environment that will promote the mission and tenets of our school rely on volunteer support to be completed. I understand that being part of the Kwiyaqatu Community Academy community will include volunteering. I will make every effort to contribute volunteer time to the school. Therefore, as a parent/guardian of a Kwiyaqatu Community Academy student, I pledge that my family will make every effort to contribute a ***minimum of 10 volunteer hours*** to the school throughout the course of each academic year. I will contact the school administration office when I am available and be offered the opportunity to choose from the volunteer tasks that need to be completed at that time.

_____ I give permission for my child and the school to publish student work and photographs with the understanding that student last names and confidential personal information will not be published.

-- OR --

_____ I do not want any photos or directory information of my child published.

Please sign and return the attached acknowledgements to the main office.

Parent/Guardian Name

Parent/Guardian Signature

Date

ATTACHMENT B

**Resolution Number 2020-183
Kwiyagat Community Academy Charter**

DATE: November 18 2020



RESOLUTION No. 2020-183

**RESOLUTION OF THE UTE MOUNTAIN UTE TRIBAL COUNCIL
REFERENCE: APPROVAL OF CHARTER FOR KWIYAGAT COMMUNITY
ACADEMY**

WHEREAS, the Constitution and By-Laws of the Ute Mountain Ute Tribe, approved June 6, 1940, and subsequently amended, provides in Article III that the governing body of the Ute Mountain Ute Tribe ("Tribe") is the Ute Mountain Ute Tribal Council and sets forth in Article V the powers of the Tribal Council exercised in this Resolution;

WHEREAS, the Tribal Council has the duty to protect the health and welfare of the Tribal youth and all youth who enter the reservation;

WHEREAS, in order to ensure that school-aged youth who desire an education in Ute culture, language, and traditions that is culturally sensitive and appropriate, the Tribe's K through 12 Education Department has worked with NACA Inspired Schools Network and Dr. Richard Fulton to apply to the Charter School Institute with the state of Colorado for the formation and accreditation of an Institute Charter School, named the Kwiyaqat Community Academy;

WHEREAS, according to the attached Charter, the Kwiyaqat Community Academy will take on the responsibility of ensuring that youth at the Academy receive an education rich in Ute culture, traditions, and language and the Tribe assumes the responsibility to manage the personnel and funds for the Academy; and

WHEREAS, the action taken by this Resolution is in the best interests of the Tribe.

NOW THEREFORE BE IT RESOLVED that the Tribal Council hereby adopts the attached Charter establishing the Kwiyaqat Community Academy; and

BE IT FINALLY RESOLVED that the Ute Mountain Tribal Council authorizes the Chairman to sign this Resolution and further authorizes him to take such action as may be necessary to carry out the intent of this Resolution.

The foregoing Resolution was duly adopted this 18th day of November, 2020.

A handwritten signature in blue ink that reads "Manuel Heart".

Manuel Heart, Chairman
Ute Mountain Tribal Council

CERTIFICATION

This is to certify that there was a quorum of 5 Tribal Council members present at a regular meeting of the Ute Mountain Ute Tribal Council held on November 18, 2020, that 4 voted for and 0 opposed this resolution and that this resolution was duly adopted.

Michela F. Alire

Michela F. Alire, Recording Secretary
Ute Mountain Tribal Council

CHARTER
OF THE
KWIYAGAT COMMUNITY
ACADEMY

A Tribally-Chartered Entity

Of The

UTE MOUNTAIN UTE TRIBE

The Ute Mountain Ute Kwiyyagat Community Academy was originally established by this Charter by the Ute Mountain Ute Tribal Council on November 18, 2020, by Resolution Number 2020-183.

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Charter of the Kwiyyagat Community Academy

The Ute Mountain Ute Tribe, a federally recognized Indian tribe of the United States, acting under the authority of Article V, Section 1(b),(d),(j),(n),(o) and (p) of the *Constitution and By-Laws of the Ute Mountain Ute Tribe*, hereby issues this Charter for the Kwiyyagat Community Academy, a Colorado institute charter school and agency of the Tribe.

ARTICLE I. AUTHORITY, SCOPE, AND SOVEREIGN IMMUNITY

1. Authority

The powers exercised in the establishment of the Kwiyyagat Community Academy ("Academy") through this Charter are contained in Article V, Section 1(b),(d),(j),(n),(o), and (p) of the Ute Mountain Ute *Constitution and By-Laws*.

2. Scope

This Charter establishes the Kwiyyagat Community Academy as a branch of the Tribal government with all the powers, authority, and protections granted to it consistent with this Charter.

This Charter only relates to the Academy and does not purport to create any entity that is beyond the limits contained in this Charter, the School Board By-Laws, and the contract with the Charter School Institute.

3. Sovereign Immunity

Nothing in this Charter creates or constitutes to any degree a waiver of the sovereign immunity of the Ute Mountain Ute Tribe or any of its agents, departments, programs, enterprises, or any other entity entitled to the sovereign protections of the Tribe. The Academy may not assume any obligation that may incur a legal liability of the Academy, the Tribe, or the Charter School Institute without the expressed consent of the Tribal Council.

4. Charter School Institute

This Charter and its accompanying organizational documents are to be interpreted and construed as consistently as possible with the applicable regulations of a Colorado institute charter school, the contract with the Charter School Institute, and Colorado and federal laws applicable to institute charter schools regardless of whether the laws apply to Indian tribes.

5. Tribal Roles and Responsibilities

The Academy Board of Directors have specific responsibilities as set forth in the By-Laws for the Academy, and the Tribe, through its administrative staff and regulations, will assume the responsibility for all other obligations necessary to allow the Academy to conduct business, such as, but not limited to, financial management and oversight, personnel management

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and oversight (hiring, firing, and discipline of all Academy employees), property management (maintenance costs may be borne by the Academy), and legal services.

6. Amendment

This Charter and the School Board By-Laws are subject to amendment or rescission at any time by the Tribal Council.

ARTICLE II. PURPOSE, POWERS, AND LIMITATIONS

1. Purpose

The purpose for which the Kwiyyagat Community Academy (“Academy”) is established is to create a Colorado institute charter school that will provide a scholastic environment for youth and their families which emphasizes Ute cultural values, practices, beliefs, and traditions while also maintaining excellent educational standards intended to meet and exceed the criteria for accreditation in the state of Colorado.

2. Powers

The Academy authorized to fulfill its purpose through the maintenance of a Colorado state-sanctioned institute charter school, and, in pursuit of fulfilling the purpose of this Charter, the Academy has the following additional powers:

- a. Consistent with Tribal procurement policies and the Academy By-Laws, acquire and maintain facilities, assets, and equipment appropriate to fulfill the Academy’s purpose;
- b. In coordination with the Tribe’s Finance Department, apply for, receive, and manage grants and other funds suitable for use by the Academy;
- c. Establish rules and procedures necessary for fulfilling its purpose which are not inconsistent with currently established Tribal rules and procedures;
- d. Cooperate with the Tribe in securing and training staff relevant and suitable for the Academy, applying the expertise of staff allocated to the Academy and the Members of the Board; and
- d. Assume any other responsibility necessary to fulfill the purposes of the Academy that are not inconsistent with this Charter, School Board By-Laws, Tribal laws and procedures, and applicable state and federal laws.

3. Limitations

Unless further authorized by the Tribal Council, the Academy may not:

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- a. Cause a waiver of the Tribe's sovereign immunity to any degree;
- b. Commit to any loan, note, or other debt obligation;
- c. Acquire any asset in its own name separate and apart from the Tribe; nor
- d. Allow any violation of this Charter, School Board By-Laws, Tribal law and applicable state or federal laws.

ARTICLE III. DEFINITIONS

1. Definitions

When used in this Charter, the following terms have the following meanings unless indicated otherwise:

"Academy" refers to the Kwiyyagat Community Academy.

"Charter School Institute" refers to the Colorado state institution authorized to oversee and maintain Colorado institute charter schools.

"*Constitution*" or "*Constitution and By-Laws*" refers to the organizational document of the Ute Mountain Ute Tribe, as amended, originally established on June 6, 1940, as subsequently amended.

"Institute Charter School" refers to the same term as used in Colorado state law.

"Personnel, Policies, and Procedures Manual" refers to the rules and regulations of the Tribe regarding personnel, as amended.

"School Board" refers to the entity authorized by this Charter and the School Board By-Laws to oversee the operations of the Academy as set forth in the By-Laws.

"Tribal Council" refers to the governing body of the Ute Mountain Ute Tribal Council.

"Tribal law" refers to the laws of the Ute Mountain Ute Tribe.

"Tribe" refers to the Ute Mountain Ute Tribe.

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ARTICLE IV. CHARACTERISTICS

1. Name

The name of the Tribally-chartered entity created by this Charter is the “Kwiyyagat Community Academy”.

2. Address

The Academy is located on the Ute Mountain Ute Reservation with the following mailing address and physical location:

Mailing Address:

Kwiyyagat Community Academy
P.O. Box 18
Towaoc, Colorado 81334

Physical address:

450 Sunset Boulevard
Towaoc, Colorado

3. Registered Agent

The registered agent for the Academy is the Secretary of the Tribal Council whose mailing and physical addresses are:

Mailing:

Secretary
Ute Mountain Ute Tribal Council
P.O. Box JJ
Towaoc, Colorado 81334

Physical:

124 Mike Wash Road
Towaoc, Colorado

4. Principal

The principal officer of the Academy is the Head of School who is hired by the Tribe to manage and supervise the operations of the Academy as set forth in this Charter and applicable position descriptions which are subject to amendment at any time.

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5. School Board

The School Board for the Academy is authorized to exercise the powers consistent with the purpose of the Academy and as set forth in this Charter and the School Board By-Laws. The Board will be appointed by the Tribal Council and will have the authority to, among other things, ensure the operations and management of the Academy comply with all applicable laws, policies, and procedures, report to the Tribal Council, assist in the selection of the Head of School, and manage its own budget in conjunction with the Tribe's Finance Department, if there is a budget assigned to the School Board. The School Board is regulated by the Tribe's ethics rules that apply to elected and appointed Tribal officials.

6. Wholly-Owned by Tribe

The Academy and, unless agreed to otherwise with a third party, its assets are wholly-owned by the Tribe whose governing body is the Tribal Council. No individual Tribal Member or any other entity has any ownership interest in the Academy. No other entity may acquire an ownership interest in the Academy without the expressed written consent of the Tribal Council.

7. Employees

Employees of the Academy are employees of the Tribe, are regulated by the Tribe's personnel policies, and are entitled to all benefits that are provided to Tribal employees, including, but not limited to, health, retirement, and dental.

8. Dissolution

The Academy may only be dissolved upon the expressed written consent of the Tribal Council terminating this Charter, and, upon dissolution, all assets of the Academy will be returned to their owners, which may include the Charter School Institute.

9. Immunities

The Academy and the School Board are endowed with all immunities from suit and from federal, state, and local taxation, licensing, and regulation. The Academy is entitled to the sovereign protections of the Tribe. No action by the Academy may be deemed a waiver of these immunities unless the waiver is specifically authorized by official resolution of the Tribal Council.

10. Essential Government Functions

The Tribal Council reserves the sovereign right to determine the governmental functions that are essential to the long term success of the Tribe and the Academy. All Academy activities inure to the sole benefit of the Tribe (its sole shareholder) and all dividends and benefits generated by the Academy are for the public purposes of the Tribe. The Tribe considers the generation of revenue for public purposes to be an essential governmental function. The Tribe also considers economic development, education, employment, tribal training, and preservation

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of Ute culture and language to serve essential government functions of the Tribe and the Academy is authorized to participate in providing these essential governmental functions.

ARTICLE V. ACTIONS BY THE TRIBE AS OWNER

1. No Stock

The Academy may not issue any stock. The Tribe, as the sole shareholder, will exercise its ownership rights exclusively through the Tribal Council in accordance with this Charter and Tribal law. No individual Tribal Council Member, Tribal Member, or any other persons, officials, bodies, or entities, other than the Tribal Council, may be recognized as exercising any shareholder rights on behalf of the Tribe.

2. Meetings of the Sole Shareholder

The Tribe will exercise its rights, duties, and prerogatives as owner of the Academy via resolution of the Tribal Council adopted at official Tribal Council meetings.

3. Annual Meeting of the Sole Shareholder

The Tribal Council, acting on behalf of the Tribe as sole shareholder, will meet annually for the purpose of electing, reappointing, or replacing members of the School Board, and approving the budget of the Academy and the School Board. The date, time, and location of the annual meeting of the sole shareholder will be determined by the Tribal Council and notice will be provided in the agenda for the meeting. The Tribe reserves the right to appoint and replace School Board Members at any time as set forth in the By-Laws for the School Board.

4. Notice of Council Action

The Secretary of the Tribal Council, the Executive Director, or any other person designated to provide notice of meetings of the Tribal Council will notify the Head of School and the Chair of the School Board when any action is expected to be taken by the Tribal Council which may affect the operations of the Academy upon procedures established by the Tribal Council for such purposes. Any official action taken by the Tribal Council in regards to the Academy or the School Board will be contained in an official resolution approved by the Tribal Council and will be delivered to the Head of School and the Chair of the School Board in a manner approved by the Tribal Council or by standard protocol.

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ARTICLE VI. AUTHORIZED ACTIVITIES AND POWERS

1. Initial Organization

The Academy is organized for the purposes of providing education to youth in a culturally-sensitive environment with a curriculum that promotes Ute history and culture. The Academy is authorized to pursue the purposes for which it was organized within the limits of applicable law and this Charter.

2. Additional Authorizations

The Academy may engage in any other activity consistent with this Charter, subject to approval by the Tribal Council as the sole shareholder. The Academy may identify, evaluate, and propose additional activities to the Tribal Council that may not be covered by this Charter.

3. Academy Goals

In engaging in Authorized Activities, the Academy must diligently endeavor to achieve the following overall goals:

- a. Provide a safe atmosphere for pupils that encourages scholastic engagement and success;
- b. Establish a curriculum that promotes Ute culture, traditions, and beliefs while also providing a high level of standardized education;
- c. Promote future stability through the acquisition of funds through grants, partnerships, federal contracts, or any other reasonably available source;
- d. Communicate regularly with the communities of Towaoc and White Mesa in order to ensure the Academy reflects the values and priorities of the Tribal Members; and
- e. Implement measures to gauge the success of the Academy, highlight and expand upon successes and address areas that need improvement.

4. General Powers

Subject to all the limitation contained in this Charter and applicable law, when engaging in authorized activities, the Academy will have the following powers in addition to those already enumerated:

- a. The Academy has all the powers delegated to it by the Tribal Council through this Charter and any other applicable rules and policies, such as, but not limited to, the power to acquire goods, services, and assets as set forth in the Tribe's procurement policies.

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- b. Enter into contracts and other commitments subject to the approval of the Tribal Council as necessary;
- c. Retain consultants and make recommendations to the Tribe for hiring of personnel;
- d. Ensure compliance with all applicable laws;
- e. Establish curriculum and modify as needed;
- f. Communicate and coordinate with Tribal and non-Tribal partners as necessary to promote the purposes of the Academy; and
- g. Exercise all other authority necessary to pursue the purposes of the Academy consistent with this Charter and applicable laws, subject to the authority of the Tribal Council.

5. Limitations

Nothing contained in this Charter or applicable laws allows the Academy to perform any of the following activities or assume the following authorities:

- a. Waive to any degree the sovereign immunity of the Ute Mountain Ute Tribe;
- b. Assume any note or indebtedness without the expressed consent of the Tribal Council;
- c. Discipline, hire, or fire employees without the consent of the Tribe as established by the chain of command for the Academy; or
- c. Expend funds or utilize assets in any manner or for any purpose which is not authorized by the Tribe or the funding agency.

ARTICLE VII. SCHOOL BOARD

1. School Board Established

The business and affairs of the Academy will be managed by the School Board as set forth in this provision. The School Board will also be regulated by the School Board By-Laws and the Tribe's regulations for elected and appointed Tribal officials.

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2. Number, Term, and Qualifications

The numbers of Members for the School Board and their terms are set forth in the School Board By-Laws. Members will be appointed by the Tribal Council. It is recommended that the School Board be comprised of individual who individually or jointly meet the following criteria:

- a. At least one member may be from the Tribal Council;
- b. At least two Members must be Tribal Members:
- c. Among the Members, the following skills and expertise is valued:
 - i. Knowledge of Ute culture and traditional practices;
 - ii. Knowledge of the management and regulation of a school; and
 - iii. Knowledge of partnerships that can assist in developing and improving the Academy.

3. Character Evaluation

Before assuming the position of a Member of the School Board, all presumptive candidates must undergo a character investigation as described in the Tribe's *Child Protection Character Investigation Act* and meet any criteria established by the state of Colorado for persons working with children, if not already included in the Tribal law.

4. Other Criteria

The School Board By-Laws establish all other criteria for the functioning of the School Board, such as, but not limited to, selection of officers, resignation, removal, and appointment, quorum, records, reporting, compensation, and indemnity.

ARTICLE VIII. OPERATIONAL MATTERS

1. Fiscal Year

The Academy will operate on a fiscal year basis, from October 1 to September 30.

2. Deposit and Management of Funds

The Academy will utilize the Tribe's Finance Department for the management of funds and will deposit all funds with the Tribe. The Tribe will manage the funds through an account at a bank compliant with the Public Deposit Protection Act as required by the Tribe's contract with the state Charter School Institute. The Tribe will be responsible for managing the accounts of the Academy and paying the debts of the Academy, including payroll, taxes, and insurance.

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The Academy must review financial reports at least monthly to ensure the funds are being utilized properly and towards the purposes of the Academy. If it appears that any accounts or use of funds is improper or not approved, the Academy must inform the Tribe immediately and seek a correction.

3. Conflicts of Interest

All employees and volunteers of the Academy are bound by the confidentiality provisions of the Tribe's personnel policies and all appointed individuals associated with the Academy, such as School Board Members, must adhere to the confidentiality provisions of the Tribe's ethics rules for elected and appointed Tribal officials.

4. Audits

Audits will be done annually by audit firms hired by the Tribe. Audits must meet the criteria for audits established by the Tribe, grantors, and the Charter School Institute.

5. Tribal Preference

Management of Academy employees will adhere to the Tribal preference rule established by the Tribal Council for hiring, firing, lay-offs, and promotions.

ARTICLE IX. OWNERSHIP, RESERVES, AND REVENUES

1. Ownership

All assets acquired by the Academy belong to the Tribe unless the entity providing the funds to acquire the asset requires the asset to be owned by the entity or another entity, in which case ownership will be as defined by the funding entity.

2. Revenues

Revenues generated by the Academy, whether by grant, gift, or otherwise, must be used for the benefit of the Academy, unless designated otherwise by the funding source. Funds must be used for the purpose for which they are provided. If funds are received that have no restriction on use, then the funds may be utilized at the discretion of the Tribe and the School Board consistent with this section.

3. Dissolution

Upon dissolution of the Academy, for whatever reason, the funds and assets that have been acquired by the Academy are to be distributed as required by the funding source, or, if there is no guidance as to the distribution of funds upon dissolution, then the funds must be contributed to the Tribe.

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X. COMPLIANCE

1. Generally

The Academy, the School Board, and all employees, volunteers, agents, and all other persons supervised by, managed, or funded by the Academy must adhere to the guidelines contained in this Charter and Tribal laws.

XI. BY-LAWS AND AMEMDMENT

1. By-Laws

The Tribal Council will designate By-Laws for the School Board. The By-Laws may be amended from time to time at the discretion of the Tribal Council. No amendment proposed or enacted by the School Board is effective until approved by the Tribal Council. If the By-Laws contain provisions that are inconsistent with this Charter or applicable law, then this Charter and the applicable law will supersede the By-Laws.

XII. CONTROLLING LAW

1. Laws Applicable

This Charter must be interpreted consistent with applicable federal, Tribal, and state law, in that order of precedent. To the extent any provision of the Tribe's laws are inconsistent with applicable federal law, the federal law will apply.

2. Charter Regulations

To the extent any provision of this Charter is inconsistent with federal or Tribal law, the federal or Tribal law will supersede the terms of this Charter.

XIII. AUTHORIZING RESOLUTION AND EFFECTIVE DATE

1. Resolution

This Charter was adopted and endorsed by the Ute Mountain Ute Tribal Council on November 18, 2020, by Resolution Number 2020-183.

2. Effective Date

The effective date of the establishment of the Academy is the date the Tribal Council resolution adopting and endorsing this Charter is approved by the Tribal Council.

END.

ATTACHMENT D

Ute Mountain Ute Tribe Purchasing and Procurement Process

DATE: November 10, 2009



RESOLUTION: 2009-156

**RESOLUTION
UTE MOUNTAIN UTE TRIBAL COUNCIL**

**REFERENCE: APPROVING UTE MOUNTAIN UTE TRIBE PURCHASING AND
PROCUREMENT PROCESS**

WHEREAS, the Constitution and By-Laws of the Ute Mountain Ute Tribe, approved June 6, 1940 and subsequently amended provides in Article III that the governing body of the Ute Mountain Ute Tribe is the Ute Mountain Ute Tribal Council and sets forth in Article V the powers of the Tribal Council exercised in this Resolution; and,

WHEREAS, the Ute Mountain Ute Tribal Council is responsible for the advancement and protection of the Ute Mountain Ute Tribe's interests and of its Tribal members
WHEREAS, the Ute Mountain Ute Tribal Council is committed to programs that benefit the social and public well-being of the Ute Mountain Ute Tribal Members; and,

WHEREAS, a process procedure and outline has been designed and circulated to both Tribal Departments and Tribal Council; and

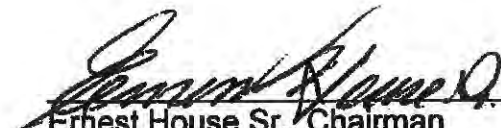
WHEREAS, the Tribal Council would like to approve this process; and

WHEREAS, the Tribal Council will follow up after ninety days as part of the Treasurer's first formal quarterly report to the Tribal Council in January 2010; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Ute Mountain Ute Tribal Council hereby authorizes approval of the Purchasing and Procurement Process attached.

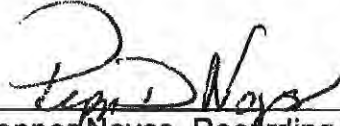
BE IT FINALLY RESOLVED, that the Chairman of the Ute Mountain Ute Tribal Council is authorized to take such action as may be necessary to carry out the intent of this Resolution.

The foregoing Resolution was **APPROVED AND ADOPTED** this the 10th day of November, 2009.


Ernest House Sr., Chairman
Ute Mountain Ute Tribal Council

CERTIFICATION

This is to certify that there was a quorum of 6 Tribal Council Members present at the official meeting of the Ute Mountain Ute Tribal Council held November 10, 2009 and that 5 voted for this Resolution and that 0 opposed and that this Resolution was, therefore, duly adopted.



Pepper Noyes, Recording Secretary
Ute Mountain Ute Tribal Council

Purchasing and Procurement Process

Procurement Process Description

The process governs the purchasing methods that optimize price, quality, value, and efficiency when purchasing goods and services. It is intended to govern for standard tribal governmental department purchases.

Purpose

The purpose of this process is to explain the steps for requisitioning and ordering goods and or services for departmental use. This process provides standardized and consistent methods by which to purchase the above mentioned goods and services.

Scope

These procedures apply to the purchase of all goods and services of all tribal departments. (The Tribe's independent enterprises, member service function and travel are excluded from these procedures).

1.0 Departmental Purchases

Departmental purchases will be separated into three main categories: Normal non material amount purchases, recurring purchases and special and major purchases.

1.1 Normal Non Material Amount Purchases

- A. For normal non material amount purchases that will be ordered from an outside vendor, the department will have the following data entry options: enter the purchase order into the accounting system from their departments' workstation or use a designated workstation in the Purchasing Department.
- B. The following information is needed to enter the purchase order into the system: vendor, department number, ship-to address, description of the goods or services, quantity, estimated cost, and account number to be charged either in the purchase order detail or in an attached memo from the department or a quote from the vendor. Entering the information in the PO detail or attaching a vendor quote or a memo will be the department's responsibility to get PO printed.
- C. The Purchasing Department will review the information for completeness and accuracy. Budget availability and appropriate account coding will also be reviewed. It is the department's responsibility to ensure that the budgeted funds are available. For those purchases that are greater than the available budget, the department will not be allowed to override the system limitation of the request. The department must adjust the line item in order to have the purchase

order printed. Ultimately, budgetary compliance is the responsibility of the Department Director.

- D. Purchase orders that are complete will be printed and signed by the purchasing director within 24 hours and placed in the department's mailbox. The Sr. Accountant/CFO may also sign if purchasing director is not available. For those that are not complete, the Purchasing Department will notify the requesting department of the deficiency within 24 hours. The department is then responsible for supplying or correcting the information.
- E. Once printed and signed the Department must now sign the purchase order and obtain a grants signature if needed before returning to the finance office department window.
- F. Signed purchase orders are returned to the finance office window for additional approval depending on materiality or purchasing director approval. The following individuals are able to sign to approve: Purchasing Director, Sr. Accountants, or CFO. CFO must sign all PO's greater than \$50,000. Approved PO's will be distributed as follows
 - Purchase order copies:
 - White copy – to vendor thru dept. Vendor will be expected to make their own copy to keep and send original PO with Invoice
 - Yellow copy – To purchasing for numeric file copy
 - Pink copy – To department for their records/property for cap policy purchases
 - Gold copy – To accounts payable for alpha file copy
- G. A copy of the approved purchase order must be given to the vendor in order to initiate the purchase. This will usually be done by the department. Vendors will be instructed to not process a purchase request without an approved purchase order. Monthly open PO's are addressed in the next section.
- H. Approved purchase orders create an encumbrance of funds against the budgeted line item. The encumbrance will be removed upon payment of the invoice and the expense then becomes actual.

1.2 Recurring Purchases

- A. For recurring purchases that will be ordered from an outside vendor, the department will be encouraged to enter a monthly blanket purchase order into the accounting system or enter an annual blanket purchase order. Examples of goods and services that may require blanket purchase orders include utility expenses, fleet repairs and maintenance, monthly supply purchases, and recurring professional services.

- B. The following information is needed to enter the purchase order into the system: vendor, department number, ship-to address, description of the goods or services, quantity, estimated monthly or annual cost, and account number to be charged either in the purchase order detail or in an attached memo from the department. The blanket purchase order may initially be charged to a single account number and later be allocated to unique account numbers upon receipt of the invoices.
- C. The Purchasing Department will review the information for completeness and accuracy. Budget availability and appropriate account coding will also be reviewed. It is the department's responsibility to ensure that the budgeted funds are available. For those purchases that are greater than the available budget, the department will not be allowed to override the system limitation of the request. The department must adjust the line item in order to have the purchase order printed. Ultimately, budgetary compliance is the responsibility of the Department Director.
- D. Blanket purchase order requests that are complete in all aspects will be printed and signed by the purchasing director within 24 hours and put in department mailboxes. The Sr. Accountant/CFO may also sign if purchasing director is not available. For those that are not complete, the Purchasing Department will notify the requesting department of the deficiency within 24 hours. The department is then responsible for supplying or correcting the information.
- E. Once printed and signed the Department must now sign the purchase order and obtain a grants signature if needed before returning to the finance office department window.
- F. Signed purchase orders are returned to the finance office window for additional approval depending on materiality or purchasing director approval. The following individuals are able to sign to approve: Purchasing Director, Sr. Accountants, or CFO. CFO must sign all PO's greater than \$50,000. Approved PO's will be distributed as follows
- Purchase order copies:
- White copy – to vendor thru dept. Vendor will be expected to make their own copy to keep and send original PO with Invoice
- Yellow copy – To accounts payable for Alpha Open PO file
- Pink copy – To department for their records
- Gold copy – To purchasing for numeric file copy
- G. A copy of the approved blanket purchase order must be given to the vendor in order to initiate the purchase. This will usually be done by the department. Vendors will be instructed to not process a purchase request without an approved purchase order. Monthly open PO's are addressed in the next section.

- H. Approved purchase orders create an encumbrance of funds against the budgeted line item. The encumbrance will be removed upon payment of the invoice and the expense then becomes actual.

1.3 Special and Major Purchases

- A. Special and major purchases are those that do not fall into the categories of normal purchases or recurring purchases. These may be purchases where an outside vendor does not accept our purchase order. Specific examples include, but are not limited to, Wal-Mart purchases, City Market purchases, out-of-pocket purchases and major purchases such as vehicles and major contracts (greater than \$7,500.00). For these types of purchases, specific procedures must be followed.

- B. Wal-Mart Purchases:

Departments will input a Purchase Order with correct account numbers into the MOM system for the amount needed.

Purchasing Department will run the Purchase Order request during the business day and place the completed Purchase Order signed by the purchasing director in your mail box in the Mail Room.

Department will bring the Purchase Order with required signatures (Purchasing Director and Grants Office, if applicable) attached to a memorandum with a detailed listing of the items to be purchased to the Finance Office window. The person in charge at the Finance Office window will log the Purchase Order in and give it to Accounts Payable. Accounts Payable will have the departments sign out a "Gift Card" and provide them with the tax exempt information to be used at Wal-Mart. Accounts Payable will keep the Purchase Order and memorandum. The "Gift Card" and receipts are to be returned to Accounts Payable before the end of the business day. Additional gift cards cannot be purchased with a gift card. At that time, Accounts Payable will return the Purchase Order to the department in order for the department to review the Purchase Order for correct account coding. Accounts Payable will give the department a copy of the final Purchase Order and receipts.

Accounts Payable will process the replenishment of the Gift Card for the amount of the receipts from the Purchase Order and memorandum that was created for this request.

- C. City Market Purchases:

Procedures are the same as the Wal-Mart purchases described above

D. Out-of-Pocket Purchases:

Out-of-pocket purchases are usually urgent in nature and recommended to be \$200 or less. The purchaser buys the needed goods at a retail location using their own cash or credit. After the purchase, the buyer enters a purchase order into the accounting system with the vendor being themselves. He enters a description of the goods, quantity, actual cost, and account number to be charged. He ensures that budgeted funds are available. Upon issuance of an approved purchase order the purchaser forwards the invoice and purchase order to the Accounts Payable department for reimbursement.

E. Vehicle Purchases:

The Fleet Department will coordinate all vehicle purchases in order to ensure the property system and vehicle registration and licensing all takes place the way it should and to obtain the necessary signatures from the Tribal Chairman on vendor contracts. Process the same as normal non material purchases only done by the Fleet Department.

F. Major Subcontract Purchases:

Each department will need to work with the justice department to utilize the tribal standard contract template. A contract provided by an outside contractor may not be used with legal review and approval. At the direction of the Tribal Chairman, based on the legal review, contracts requiring any waiver of sovereign immunity are presented to the Tribal Council for approval. In these cases the council would direct the Chairman to execute the contract if they approve the waiver. Contracts with no waivers may be presented to the council for approval or executed by the chairman if part of a budget already approved by the council.

2.0 White Mesa Purchases

- A. For all purchases that will be ordered from an outside vendor, the department will have the following options: get a purchase requisition from the white mesa administration office. Administration office will obtain department signoff on the requisition, document appropriate administration approval (Gwen or Lyle) and enter the purchase order into the accounting system from their workstation.
- B. The following information is needed to enter the purchase order into the system: vendor, department number, ship-to address, description of the goods or services, quantity, estimated cost, and account number to be charged and the requisition number used.

- C. Administration will scan and fax the approved requisition to the purchasing director and the grants and contracts supervisor for approval and further processing.
- D. The Purchasing Department will review the information for completeness and accuracy. Budget availability and appropriate account coding will also be reviewed. It is the department's responsibility to ensure that the budgeted funds are available. For those purchases that are greater than the available budget, the department will be notified within 24 hours. The department must adjust the line item within 24 hours of notification in order to have the purchase order printed. Ultimately, budgetary compliance is the responsibility of the Department Director.
- E. Purchase orders that are complete in all aspects will be printed within 24 hours signed by the purchasing director and placed in the accounts payable open po file. For those that are not complete, the Purchasing Department will notify the requesting department of the deficiency within 24 hours. The department is then responsible for supplying or correcting the information.
- F. Department must now obtain all proper signatures in order for the PO to be approved. Purchase orders must be signed by any one of the following individuals if under \$5,000 or any two of the following individuals if greater than \$5,000 to be considered approved: Purchasing Director, Sr. Accountants, CFO. CFO must sign all PO's greater than \$50,000.
- G. A copy of the approved purchase order must be given to the vendor in order to initiate the purchase. Vendors will be instructed to not process a purchase request without an approved purchase order.
- H. Approved purchase orders create an encumbrance of funds against the budgeted line item. The encumbrance will be removed upon payment of the invoice and the expense then becomes actual.

3.0 NECESSARY ITEMS TO BE PRESENTED TO ACCOUNTS PAYABLE IN ORDER FOR BILLS TO BE PROCESSED AND PAID

Purchase Order:

Open Purchase Orders in Accounts payable open PO file.

PO under \$5,000 – Department Director or authorized fiscal person on the department request line
 Grants approval if necessary
 Purchasing Director, Senior Accountants or CFO
 on the approved by line any one of the listed approvers

Purchase Order Over \$5,000.00 – As above plus second authorizing signature

Purchase Order Over \$50,000.00 – As above and CFO mandatory signature

All “blanket” purchase orders (either monthly or yearly) will be created by the department and the appropriate signatures obtained. The original purchase order will be retained by the department and a copy of the **signed** purchase order will be attached to each invoice submitted to Accounts Payable i.e. utility bills, coffee service, etc. Orders Over 5,000 will require multiple bids to document best price or sole source justification.

Invoice

All invoices will be mailed to either the department or the accounts payable function. Bills not received by the accounts payable function will not be processed until submitted by the department. Original invoice (statements generally are not acceptable) matching purchase order request (in some cases a Quote may be substituted if approved by CFO). The remittance advice **must** accompany the invoice so that it can be mailed with the Accounts Payable check to ensure proper credit to our account.

Accounts Payable Check Issue System

Purchase Orders with the original invoice attached **must** be presented at the vendor window in Finance where it will be logged in and given to Accounts Payable. Upon receipt, payment will be processed in Accounts Payable as follows:

Purchase Orders and invoices presented on Fridays will be processed and check issued on the following Monday.

Purchase Orders and invoices presented on Monday and Tuesday will be processed and check issued on the following Wednesday.

Purchase Orders and invoices presented on Wednesday and Thursday will be processed and check issued on the following Friday.

The Accounts Payable department will match invoices and purchase orders to checks printed and mail vendor checks the day checks are printed unless other arrangements are made with the Controller. All necessary remittance documentation **must** accompany the Purchase Order given to Accounts Payable in order for payment to be correctly submitted/credited by vendor.

A log will be kept by the Accounts Payable Department of all checks mailed with the date mailed recorded and a copy of the check retained by Accounts Payable.

Those departments that have approval to pick up their Accounts Payable checks will be notified when their checks are ready and given to the Finance Department front desk person to log and give to the appropriate departments.

A copy of the total amount of accounts payable checks run will be given to the Controller after each run is complete.

After each payable run the completed "package" (check stub, purchase order and invoice) will be filed in the accounts payable vendor files.

4.0 NEW VENDOR SETUP:

Departments should look up any vendor they are planning to use in the existing vendor file in the accounting system. If a department is planning to use a new vendor it is the department's responsibility to get a blank W9 form to the vendor and turn it in to purchasing with the initial request to set up a new vendor. Since the Tribe receives federal funding all new vendors must be cleared against a federal debarment list. Prior to setting up a new vendor the purchasing director will compare the w9 for against the debarment list and set up the new vendor.

5.0 GUIDELINES REQUIRING COMPETITIVE BIDS:

Any individual items exceeding Tribal capitalization guidelines of 5000 will require at least 3 competitive bids being acquired or sole source justification being generated and approved by the Executive Director and the CFO. Evaluation of the competitive bids and selection will normally be awarded to the low bidder unless other circumstances exist which justify awarding the bid to someone else. This would require a written memorandum similar to sole source justification also approved by the Executive Director and CFO.

Charter Application, Appendix C: Staff Evaluations

Kwiyagatu Community Academy Rubric for Evaluating Teachers

Process and timeline:

Each teacher will complete self-evaluation by September 30th and return to Head of School. Head of School will set review of self-evaluation within 30 days.

Schedule pre-observation, observation and feedback conference once per semester.

Complete formal evaluation prior to May 1st which will include student academic and other measures

QUALITY STANDARD I

Teachers demonstrate mastery of and pedagogical expertise in the content they teach. The elementary teacher is an expert in literacy and mathematics and is knowledgeable in all other content that he or she teaches (e.g., science, social studies, arts, physical education, or world languages).

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT A: Teachers provide instruction that is aligned with the Colorado Academic Standards and the school's organized plan of instruction.				
THE TEACHER plans lessons that reflect: 1 Colorado Academic Standards. 2 Relevant instructional objectives. 3 Formative and summative assessment results.	. . . and THE TEACHER implements lessons that: 4 Align to the school's plan of instruction. 5 Reflect vertical and horizontal alignment of the grade or subject area.	. . . and THE TEACHER: 6 Implements and communicates learning objectives and student outcomes based on standards.	. . . and STUDENTS: 7 Demonstrate acquired skills based on standards.	. . . and STUDENTS: 8 Can provide a culturally relevant connections to the standard in their words.
ELEMENT B: Teachers develop and implement lessons that connect to a variety of content areas/disciplines and emphasize literacy and mathematical practices.				
THE TEACHER: 1 Connects lessons to key concepts and themes within other disciplines and/or content areas. 2 Makes content-specific academic language accessible to students.	. . . and THE TEACHER implements instructional strategies across content areas that include: 3 Literacy. 4 Mathematical practices. 5 Language development.	. . . and THE TEACHER: 6 Makes interdisciplinary connections explicit to students. 7 Strategically integrates literacy skills (reading, writing, listening, speaking) across content areas.	. . . and STUDENTS: 9 Apply literacy skills and concepts. 10 Apply mathematical practices.	. . . and STUDENTS: accelerate their learning by: 11 Elaborating on current lesson within content area. 12 Drawing real-world connections to other content area(s).

		8 <i>Strategically integrates mathematical practices across content areas.</i>	
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Professional Practice may be **Observable** during a classroom observation.
Professional Practice may NOT be Observable during a classroom observation.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT C: Teachers demonstrate knowledge of the content, central concepts, inquiry, appropriate evidence-based instructional practices, and specialized characteristics of the disciplines being taught.				
<p>THE TEACHER:</p> <p>1 <i>Scaffolds questions, concepts, and skills based on a sequence of learning.</i></p> <p>2 <i>Uses instructional materials that are accurate and appropriate for the lesson being taught.</i></p> <p>3 <i>Encourages and provides opportunities for students to make connections to prior learning.</i></p>	<p>... and</p> <p>THE TEACHER implements:</p> <p>4 <i>Content-based instructional strategies that best align to the learning objective.</i></p> <p>5 <i>Multiple models and delivery methods to explain concepts accurately.</i></p> <p>6 <i>Questioning techniques to support disciplinary inquiry.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>7 <i>Anticipates student misconceptions related to learning and addresses those misconceptions during instruction.</i></p> <p>8 <i>Implements challenging tasks and opportunities that encourage students to ask questions and construct new meaning.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>9 <i>Develop a variety of explanations and multiple representations of concepts.</i></p> <p>10 <i>Apply skills and knowledge learned in the classroom to engage in more complex tasks.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>11 <i>Generate questions that lead to further inquiry and self-directed learning.</i></p> <p>12 <i>Synthesize concepts to create original thinking within and across disciplines.</i></p>
<p>Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

QUALITY STANDARD II

Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT A: Teachers foster a predictable learning environment characterized by acceptable student behavior and efficient use of time in which each student has a positive, nurturing relationship with caring adults and peers.				
THE TEACHER maintains: 1 Safety and welfare of students and the environment. 2 Clear expectations for student behavior. 3 Procedures and routines to guide instruction and transitions.	. . . and THE TEACHER: 4 Facilitates student accountability to school and class procedures and routines. 5 Consistently reinforces student expectations. 6 Demonstrates a caring and respectful relationship with students.	. . . and THE TEACHER makes maximum use of instructional time by: 7 Implementing purposeful pacing and efficient transitions. 8 Using appropriate strategies to reduce disruptive or off-task behaviors.	. . . and STUDENTS: 9 Demonstrate mutual respect and support with the teacher and peers. 10 Upholds school and class rules.	. . . and STUDENTS: 11 Encourage positive behavior from peers.
ELEMENT B: Teachers demonstrate an awareness of, a commitment to, and a respect for multiple aspects of diversity, while working toward common goals as a community of learners.				
THE TEACHER: 1 Acknowledges the influence of race, ethnicity, gender, religion, socioeconomic and other aspects of culture on student perspectives.	. . . and THE TEACHER: creates a classroom environment in which diversity is used to ensure: 2 A sense of community among students. 3 Effective interactions among students. 4 Incorporates instruction that reflects diverse backgrounds, experiences, and different points of view.	. . . and THE TEACHER: 5 Delivers lessons to ensure students' backgrounds and contextual knowledge are considered. 6 Uses materials and lessons that counteract stereotypes to acknowledge the contributions of all cultures.	. . . and STUDENTS: 7 Respect the uniqueness of fellow students. 8 Seek a variety of perspectives to enhance their learning.	. . . and STUDENTS: 9 Advocate for multiple aspects of diversity, equity and social awareness.
Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.				

QUALITY STANDARD II

Teachers establish a safe, inclusive and respectful learning environment for a diverse population of students.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT C: Teachers engage students as individuals, including those with diverse needs and interests, across a range of ability levels by adapting their teaching for the benefit of all students.				
<p>THE TEACHER:</p> <p>1 Plans for students that have a variety of learning needs and interests.</p> <p>2 Adapts the physical environment to support individual student needs.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>3 Implements a variety of inclusion, intervention or enrichment practices to address unique learning needs and interests.</p> <p>4 Implements learning plan(s) to address student needs.</p> <p>5 Encourages contributions of students across a range of ability levels.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>6 Initiates collaboration with colleagues to better understand and respond to student learning needs.</p> <p>7 Provides opportunities and support for students to self-select tasks that accelerate progress toward their learning goals.</p> <p>8 Integrates coping skills such as self-reflection, self-regulation and persistence into instruction.</p>	<p>... and</p> <p>STUDENTS:</p> <p>9 Actively engage in and monitor their learning.</p> <p>10 Articulate their learning needs and interests that affect classroom performance to the teacher and/or parent.</p>	<p>... and</p> <p>STUDENTS:</p> <p>11 Apply coping skills such as self-reflection, self-regulation and persistence to classroom situations.</p> <p>12 Encourage fellow students to participate and challenge themselves.</p>
ELEMENT D: Teachers work collaboratively with the families and/or significant adults for the benefit of students.				
<p>THE TEACHER:</p> <p>establishes:</p> <p>1 A classroom environment that encourages participation from families and/or significant adults.</p> <p>2 Respectful relationships with families and/or significant adults.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>3 Uses a variety of methods to initiate communication with families and/or significant adults in the school and community.</p> <p>4 Shares feedback on student progress with families and/or significant adults.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>5 Facilitates communication between families and/or colleagues who provide student services.</p> <p>6 Recognizes obstacles to family and community participation and seeks solutions to overcome them.</p>	<p>... and</p> <p>FAMILIES AND/OR SIGNIFICANT ADULTS:</p> <p>7 Collaborate with the teacher to remove obstacles to participate in classroom and/or school-based activities.</p>	<p>... and</p> <p>FAMILIES AND/OR SIGNIFICANT ADULTS:</p> <p>8 Participate in classroom and/or school-based activities.</p>
Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT A: Teachers demonstrate knowledge about the ways in which learning takes place, including the levels of intellectual, physical, social, and emotional development of their students.				
<p>THE TEACHER:</p> <p>1 Considers the intellectual, physical, social, and emotional development of students when planning lessons.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>2 Collaborates with colleagues who have expertise in child and adolescent development to improve the quality of instruction.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>engages students in:</p> <p>3 <i>Developmentally-appropriate learning.</i></p> <p>4 <i>Creative learning experiences.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>5 <i>Advocate for their learning needs.</i></p> <p>6 <i>Communicate the value of new and different ways of learning.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>7 <i>Apply new and different ways of learning.</i></p>
ELEMENT B: Teachers use formal and informal methods to assess student learning, provide feedback, and use results to inform planning and instruction.				
<p>THE TEACHER:</p> <p>1 Determines the students' current skill levels and uses that information to plan instruction.</p> <p>2 <i>Selects assessment strategies aligned to the learning objective.</i></p> <p>3 <i>Monitors student learning in relation to the learning objective.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>4 <i>Uses assessment results to guide real-time adjustments to instruction.</i></p> <p>5 Evaluates and documents student performance based on multiple measures to set learning goals.</p> <p>6 <i>Provides timely feedback to students that is academically focused, frequent, and high quality.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>7 <i>Models how to incorporate feedback to improve learning.</i></p> <p>8 <i>Provides students opportunities to revise their work based on feedback.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>9 <i>Self-assess on a variety of skills and concepts to set learning goals.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>10 <i>Discuss performance with the teacher, family and/or significant adults.</i></p> <p>11 <i>Monitor and revise their learning goals based on feedback.</i></p>
<p>Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT C: Teachers integrate and utilize appropriate available technology to engage students in authentic learning experiences.				
<p>THE TEACHER:</p> <p>1 Plans lessons incorporating available technology.</p> <p>2 Assesses available technology to use with instruction.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>uses available technology to:</p> <p>3 Facilitate classroom instruction.</p> <p>4 Develop students' knowledge and skills based on lesson outcomes.</p> <p>5 Models responsible and ethical use of technology and applications.</p>	<p>... and</p> <p>THE TEACHER</p> <p>integrates available technology to enhance:</p> <p>6 Creativity.</p> <p>7 Use of information.</p> <p>8 Collaboration.</p>	<p>... and</p> <p>STUDENTS:</p> <p>9 Demonstrate responsible and ethical digital citizenship.</p> <p>10 Use available technology to apply team-building skills.</p>	<p>... and</p> <p>STUDENTS:</p> <p>11 Self-select appropriate technology tools based on lesson outcomes.</p> <p>12 Create artifacts and design tools to solve authentic problems.</p>
ELEMENT D: Teachers establish and communicate high expectations and use processes to support the development of critical-thinking and problem-solving skills.				
<p>THE TEACHER:</p> <p>1 Establishes expectations at a level that challenges students.</p> <p>2 Plans lessons that incorporate critical-thinking and problem-solving skills.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>3 Uses questioning strategies to develop students' critical-thinking and problem-solving skills.</p> <p>4 Uses wait time to encourage student responses.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>5 Models critical-thinking and problem-solving skills.</p>	<p>... and</p> <p>STUDENTS:</p> <p>6 Use questioning strategies to develop and test innovative ideas.</p> <p>7 Use evidence to justify conclusions and synthesize knowledge.</p>	<p>... and</p> <p>STUDENTS:</p> <p>8 Construct logical arguments.</p> <p>9 Use concepts to solve problems.</p>
<p>Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

QUALITY STANDARD III

Teachers plan and deliver effective instruction and create an environment that facilitates learning for their students.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT E: Teachers provide students with opportunities to work in teams and develop leadership.				
<p>THE TEACHER:</p> <p>1 <i>Has a clear purpose for student collaboration.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>2 <i>Provides opportunities for students to participate using various roles and modes of communication.</i></p> <p>3 <i>Adjusts team composition based on learning objectives and student needs.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>4 <i>Holds students accountable for work product and collaboration processes.</i></p> <p>5 <i>Promotes teamwork and leadership skills.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>6 <i>Demonstrate a willingness to assume leadership roles in their teams.</i></p> <p>7 <i>Utilize group processes to build trust and promote effective team interactions.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>8 <i>Use group feedback to reflect on and improve the quality of their work.</i></p>
ELEMENT F: Teachers model and promote effective communication.				
<p>THE TEACHER:</p> <p>1 <i>Establishes classroom practices to support effective communication.</i></p> <p>2 <i>Provides clear directions to guide student learning and behavior.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>3 <i>Articulates thoughts and ideas clearly and effectively.</i></p> <p>4 <i>Uses active listening strategies with students.</i></p>	<p>... and</p> <p>THE TEACHER:</p> <p>5 <i>Teaches students, with audience in mind, to articulate thoughts and ideas clearly and effectively.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>6 <i>Apply clear and appropriate communication skills in a variety of situations.</i></p> <p>7 <i>Formulate questions and explain their thinking.</i></p>	<p>... and</p> <p>STUDENTS:</p> <p>8 <i>Extend and enrich the discussion.</i></p> <p>9 <i>Invite others to participate.</i></p>
<p>Professional Practice may Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

QUALITY STANDARD IV

Teachers demonstrate professionalism through ethical conduct, reflection, and leadership.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT A: Teachers demonstrate high standards for professional conduct.				
<p>THE TEACHER: maintains confidentiality of:</p> <ol style="list-style-type: none"> 1 Student records and data as required by law. 2 Student, family and fellow teacher interactions with colleagues. 3 Demonstrates reliable and responsible behavior. 	<p>... and THE TEACHER: engages in interactions that are:</p> <ol style="list-style-type: none"> 4 Respectful. 5 Consistent. 6 Reasonable. 7 Models ethical behavior. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 8 Promotes ethical behavior of students as individuals and as members of a community. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 9 Encourages colleagues' accountability to school and district vision and mission. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 10 Serves as an advocate for school and district vision and mission.
ELEMENT B: Teachers link professional growth to their professional goals.				
<p>THE TEACHER: reflects on and engages in professional learning activities aligned to:</p> <ol style="list-style-type: none"> 1 Colorado Academic Standards. 2 School and district goals. 3 Professional goals and growth plan. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 4 Applies knowledge and skills learned through professional learning to improve student outcomes. 5 Seeks performance feedback from supervisor and/or colleagues to improve practice. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 6 Implements performance feedback from supervisor and/or colleagues to improve practice. 7 Applies research as a key component of ongoing learning and development. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 8 Uses data to monitor and evaluate instructional strategies acquired through professional learning. 9 Reflects on and adjusts instruction resulting in student growth. 	<p>... and THE TEACHER:</p> <ol style="list-style-type: none"> 10 Self-selects professional learning beyond district/school offerings that builds instructional expertise.
<p>Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

QUALITY STANDARD IV

Teachers demonstrate professionalism through ethical conduct, reflection, and leadership.

Level 1 Practices	Level 2 Practices	Level 3 Practices (Meets State Standard)	Level 4 Practices	Level 5 Practices
ELEMENT C: Teachers respond to a complex, dynamic environment.				
<p>THE TEACHER:</p> <p>1 Maintains a productive and respectful relationship with colleagues.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>adapts to the changing demands of the:</p> <p>2 Classroom environment.</p> <p>3 School environment.</p>	<p>... and</p> <p>THE TEACHER</p> <p>collaborates with colleagues to:</p> <p>4 Navigate change while maintaining a focus on student learning.</p> <p>5 Implement change efforts.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>6 Contributes to school improvement planning efforts.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>7 Contributes to district improvement planning efforts.</p>
ELEMENT D: Teachers demonstrate leadership in the school, the community, and the teaching profession.				
<p>THE TEACHER:</p> <p>1 Contributes to school committees and teams.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>2 Actively participates in school decision-making processes.</p> <p>3 Acts as an informal mentor/resource to colleagues.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>4 Increases the capacity of colleagues to improve practice.</p> <p>5 Seeks opportunities to lead.</p> <p>6 Promotes an inclusive school culture through family or community outreach.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>7 Advocates for improvements to teaching and learning at the local, state, and/or national level.</p> <p>8 Works with colleagues to promote changes to school-wide systems to improve student learning.</p>	<p>... and</p> <p>THE TEACHER:</p> <p>9 Leads activities designed to improve local, state and/or national level policies and procedures.</p> <p>10 Collaborates with community partners, organizations, and/or networks to address educational issues.</p>
<p>Professional Practice may be Observable during a classroom observation. Professional Practice may NOT be Observable during a classroom observation.</p>				

Charter Application, Appendix G: Head of School Evaluations

Kwiyagat Community Academy Charter School Head of School Evaluation

Head of School Roles and Responsibilities: Facility and Finance, Board and Governance, Exceptional Student Services, Family and Community Communication and School Culture, Supervision of Personnel, and Upper Elementary Curriculum Development, Assessment and Supervision

The following evaluation template provides opportunity for the Board of Directors to receive critical information from which they can provide meaningful and actionable feedback each year in relation to the Head of School duties. The rubrics in each area of responsibility are designed to provide guidance and markers to designate exemplary performance, required tasks and “emerging level” of performance that need to be addressed in the evaluation process. Schedule of reports are provided at the end of this document.

- a. Facilities and Finance: Prepares budgets; presents financial income and expenses; negotiates purchase and lease agreements; and plans and initiates maintenance of technology, buildings and grounds; plans for financial sustainability that support adequate employee compensation and professional development opportunities.

Facilities and Finance	Exemplary	Required	Emerging	Evidence
1. Budget and Financial Sustainability	-Prepares annual budget and 5-year sustainable plan that was created using input from multiple stakeholders (e.g. parent, staff) -Presents 5 Year Plan to the Board with narrative that addresses organizational improvements, employee concerns, enrollment option, technology and facility needs	-Submits annual budget to staff and Board to respond to anticipated school needs with the most accurate expected revenue -Presents Annual Audit and reviews recommendations -Presents Montezuma School District Annual Report -Reports on any grants	-Submits late and/or inadequate and/or inaccurate budget and audit to Board	- <u>Financial Annual Report</u> (e.g. projected annual budget, 5-year budget, Audit, Charter School Institute Annual Report, Grants)
2. Income and Expenses	-Presents monthly or quarterly financial report with narrative explanations and narrative of quarterly adjustments	-Submits monthly or quarterly financial report, which includes PPOR and Title revenue and expenses	-Reports are late and/or inaccurate	-Monthly Reports to Board -Budget narrative and report

3. Facility Management	-Provides detailed 5-year proactive facility and property plan with annual updates	-Presents annual update on condition of facilities and maintenance, cost/benefit of upgrades -Ensure facility is up to date with health and fire inspections and lease agreements	-Reports late, inaccurate, not updated -No updated health and fire safety inspection records available	- <u>Facility Annual Report</u> (e.g. Health Inspections, Fire and Safety Inspections or Reports, Lease agreements)
4. Technology Infrastructure	-Provides detailed plan for improving the use of technology for improving instruction and overall school operations and communications	-Ensures adequate access and training for community members, parents, employees and students to web-based curriculum, information and services -Ensures safety cameras, Chromebooks, Learning Platforms operational and updates contracts -Organizes system for teacher and student accounts	-Technology does not meet the needs of school community -Equipment out of date -No technology plan	- <u>Technology Annual Report</u> (e.g. current Infrastructure and future needs) -Instructional Technology links on website

b. Board Governance, School Leadership and Student Support: Updates board on important issues concerning school operations, including but not limited to: Unified Improvement Plan (UIP) School Report, School Goals in terms of student achievement, attendance, and other accountability goals; Governs the relationship between the school and Charter School Institute; Fosters effective organizational structures in relation to enrollment and community, student and staff needs; Oversees proper administrative tasks, such as, but not limited to enrollment management, student health and discipline records, student support services, school and event calendar, committee work, safety plans, governance policy and procedures, and parent handbook.

Board Governance, Leadership and Student Support	Exemplary	Required	Emerging	Evidence
1. Unified Improvement Plan, State and Institute Reporting and Compliance	-Prepares and adjusts school goals and UIP and other reports with multiple stakeholders (e.g. staff and parents)	-Submits annual UIP and other school reports outlining mutually developed goals to the Board with comprehensive explanations	-Submits late and/or inadequate reports to Board -Fails to use data or involve other stakeholders	- <u>Academic Annual Report</u> (e.g. UIP and other state and district academic and student goal reports)

	-Presents to board with other representatives of the school			- <u>Charter School Institute Annual Report</u>
2. Shared Leadership:	-Provides clear schedule of committee meetings, tasks and Board presentations with multiple school stakeholders covering critical school issues	-Mentors appropriate individuals for specific projects -Committees have clear goals, timelines and resources to accomplish tasks	-Committee directions unclear, under resourced, uncertain timelines and tasks -Lack of appropriate mentoring	- <u>School Committees Annual Report</u> (e.g. individuals involved, goals and activities_ -# of employees gain more leadership roles - <u>Staff Survey Results</u>
3. Student Support Services	-Presents evaluation of student support services (not including Exceptional Student Services) to staff, parents and Board on ways to improve student support services; safety plans; attendance, annual testing schedule	-Ensures predictable system of student registration, updated health records, hearing and vision screenings, student testing -Ensure fair and reasonable discipline and safety plans -Clarifies policy and procedures in writing and communicated to stakeholders	-Student support services unpredictable -Several communication gaps between stakeholders	- <u>Student Support Services Annual Report</u> (e.g. discipline report of # of suspensions, accident reports, safety plans, testing schedule, health and vision screenings) - <u>October Count Report</u> (e.g. grade level, subgroups) -Parent and Employee Handbooks <u>Parent and Staff Survey Results</u>

c. Supervision of Personnel: Oversees and provides meaningful and actionable feedback to upper grades instructional staff, finance office and maintenance personnel; Sets goals each year based on evaluation; Encourages shared leadership.

Supervision of Personnel	Exemplary	Required	Emerging	Evidence
1. Evaluation of Personnel	-Provides clear and thorough evaluations on co-constructed evaluation template -Provides appropriate modeling of expectations that align with school goals	-Provides feedback and opportunities to recognize strengths and areas of improvement -Encourages shared leadership -Job expectations are clear and fair -Clarifies areas of growth in (a) curriculum and content (b)	-Job descriptions and evaluation criteria not identified, implemented nor updated -Lack of proper modeling of expectations	- <u>Supervision Annual Report</u> (e.g. updated job descriptions, specific evaluation criteria for each position, timeline of evaluation, and summary of future actions, opportunities for shared leadership)

		instructional strategies and (c) dispositions		<u>-Staff Survey Results</u>
2. Shared Leadership	-Facilitates shared leadership opportunities -Provides resources to achieve mutually agreed goals and activities	-Discuss shared leadership opportunities -Establishes clear goals and timelines for shared leaderships activities	-Shared leadership plan incomplete or absent	<u>-Supervision Annual Report</u> (e.g. updated job descriptions, specific evaluation criteria for each position, timeline of evaluation, and summary of future actions, opportunities for shared leadership) <u>- Staff Survey Results</u>

d. Elementary Curriculum Development, Assessment and Supervision: Oversees implementation and evaluation of curriculum and assessments in grades K-5; Ensures consistent instructional approaches; and Manages and evaluates curricular resources

Curriculum and Instruction	Exemplary	Required	Emerging	Evidence
1. Curriculum and Instruction Supervision	-Facilitates the refinement of curriculum scope and sequence in all content areas grades K-5 with best practices and emphasis on Indigenous Project Based curricular connections -Provides appropriate modeling of curriculum development -Shares with curricular resources with other schools -Facilitates shared leadership in curriculum design	-Refines adapts and clarifies current curriculum with all instructional staff in grades K-5 on regular basis using UIP goals and available data -Establishes K-5 grade level goals for individual students with specific interventions -Supervises implementation of whole group and individualized curriculum and instruction -Provides adequate training for instructional staff	-Curriculum not aligned with State Standards -Inconsistent implementation -Lack of training and discussions on curriculum and assessments -Lack of proper modeling of expectations	<u>-K-5 Grade Curriculum and Assessment Annual Report</u> (e.g. scope and sequence for each content area, student achievement and growth on AIMS Web and CMAS) <u>- Staff Survey Results</u>
2. Data-Driven Decision Making	-Uses data to refine or adopt new curriculum	-Uses individual and cohort assessment data for making curricular decisions	-Does not use assessments in curriculum and instructional decisions	<u>-K-5 Grade Curriculum and Assessment Annual Report</u> (e.g. scope and sequence for

		-Facilitates the modification of curriculum based on student performance measures -Supervises implementation of content area assessments (e.g. AIMS Web, CMAS)	-Lack of academic goals setting for individuals or cohorts	each content area, student achievement and growth on AIMS Web and CMAS) - <u>Staff Survey Results</u>
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- e. Exceptional Student Services: Coordinates K-6 Exceptional Student Services with SJBOCES and CSI ESS service providers and administrative unit personnel; Collaboratively creates and implements Multi-Tier Systems of Support (MTSS) and Response to Intervention (RtI) for all identified students, including Special Education, 504, Gifted and Talented, English Language Learners and other populations in need of remedial or advanced programming; Leads trainings for all staff concerning the requirements of Individual Education Plans, Advanced Learning Plans, 504 Plans, ELL Assessments and Progress Monitoring; Ensures progress monitoring Read Act and for all other academic areas K-6.

ESS Student Services	Exemplary	Required	Emerging	Evidence
1. Coordinates K-6 ESS Services with outside agencies, including San Juan Board of Cooperative Services	-Proactive in scheduling meetings -Prompt response to parent and teacher requests and student needs -Creates new contacts and partnerships as needed -Trains others and school	-Meets all deadlines and requirements for annual and triennial reviews -Engages with all necessary ESS service providers -Meets on regular basis with teachers to adjust instruction and interventions	-Meetings schedules are not clear -Difficulties getting all outside agencies involved	- <u>Exceptional Student Services Annual Report</u> (e.g. Parent IEP exit survey data, AIMS Web data, # of students, # off IEP, ELL, list of ESS service providers, list of trainings attended or held at school or in region, suggestions on improvements)
2. MTSS and RtI Processes	-Input from others; makes suggested improvements -Provides clear guidance, recording and supervision of identified intervention strategies and progress monitoring -Coordinates training or creates	-Facilitates Child Study Team process and procedures -Has commonly understood descriptions of Tier 1, 2 and 3 practices -Institute clear process and forms for progress monitoring	-Child Study Team does not have clear process and procedures -No clear process for implementing Tier 1, 2 and 3 and intervention strategies -Not aware of new CDE and district requirements	- <u>Exceptional Student Services Annual Report</u> (e.g. Parent IEP exit survey data, AIMS Web data, # of students, # off IEP, ELL, list of ESS service providers, list of trainings attended or held at school or in region,

	leadership opportunities in others	-Attends workshops and bring back ideas		suggestions on improvements)
3. IEP and GT/ALP and 504 and ELL Plans	-Provides resources and education parents, teachers and in the region -Customizes IEP reflects the student's strength and of school unique feature -Students and parents identify goals and strategies	-Interventions align with student needs; goals appropriate, measurable and clearly achievable; roles and responsible well-defined -Coordination of transition to Middle School and from Early Childhood Programs	-Interventions not always aligned with student needs, roles and responsibilities not clear nor achievable	- <u>Exceptional Student Services Annual Report</u> (e.g. Parent IEP exit survey data, AIMS Web data, # of students, # off IEP, ELL, list of ESS service providers, list of trainings attended or held at school or in region, suggestions on improvements)

f. Family and Community Coordinator/School Culture: Produces School and Parent Newsletter; Provides instructional leadership and resources for Conflict Resolution- Social Justice, and School Culture,

Family and Community Coordinator/School Culture	Exemplary	Required	Emerging	Evidence
1. School and Parent Newsletter, Communication and Education	-Provides regularly scheduled parent communication and education that fits needs of school community	-Provides regular newsletter communication -Provides occasional opportunities for parent education and engagement	-Communications are irregular and no consistent	- <u>School and Parent Communication Annual Report:</u> (e.g. sample newsletters, parent education event agendas)
2. School Culture, Social Emotional and Character Building and Restorative Justice Programming	-Coordinates leadership to train other staff on social emotional and restorative justice programs; school culture positive and apparent to all -Collaborates with others	-School culture positive, students are respectful and problem solvers; staff and board consistently use similar protocols; fewer disruptive events	-School culture unpredictable; norms for students and staff and board unclear	- <u>Parent and Staff Survey Results</u>

Reports Due:

September: Academic Annual Report and Charter School Institute Annual Report (after Year 1) and Parent and Employee Handbooks

October: October Count Report and Self-Evaluation Plan

November: K-5 Grade Curriculum and Assessment Annual Report

December: Supervision Annual Report

January: Facility Annual Report

February: Technology Annual Report

March: School Accountability and other Committees Annual Report

April: Financial Annual Report and Parent and Staff Survey Results and School and Parent Communication Annual Report

May: Student Support Services Annual Report, Exceptional Student Services Annual Report
Input from Board of Directors of the Evaluation of Head of School

June: Final Evaluation of Head of School (UMU Executive Director)

Charter Application, Appendix H: Personnel Policies & Procedures

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INTRODUCTION

UTE MOUNTAIN UTE TRIBAL PERSONNEL MANUAL

INTRODUCTION

The personnel manual is established for the purpose of maintaining basic standards of personnel responsibilities and personnel management for all employees of the Ute Mountain Ute Tribe, except as otherwise indicated herein.

These policies and procedures have been developed and adopted by the Ute Mountain Ute Tribe to ensure achievement of the goals and objectives of all Tribal programs and projects and to provide a guide by which all Tribal programs and projects can function as coordinated and consistent elements in unity and harmony.

In case of a conflict between the Policies and Procedures Manual and the Constitution and By-Laws of the Ute Mountain Ute Tribe, the Constitution and By-Laws will prevail.

Programs and projects that are subject to special conditions or limitations placed on them by funding agencies will adhere to such conditions but will otherwise follow these policies and procedures.

DEFINITION OF TERMS

Absence Without Leave (AWOL): Any unauthorized absence.

Administration: That portion of the Ute Mountain Tribe consisting of shall support programs such as Accounting, Personnel, Operations & Planning, and Purchasing.

Affirmative Action: The concept and the management mechanism for removing artificial barriers to employment and career growth, especially such barriers as discrimination on the basis of race, color, religion, sex national origin, or age.

Appointing Authority: (Selection Committee) The persons authorized to hire employees for positions in the Ute Mountain Ute Tribe.

Appointment: Employment by the Ute Mountain Ute Tribe as part of its work force may be permanent, seasonal, temporary or other type of appointment.

Certification: The act of supplying the selection committee names of eligible applicants for appointment to a position.

Class: A position or group of position which are sufficiently similar in duties and responsibilities that they may be designated by the same title and compensated from the same pay range under similar employment conditions.

Classification Plan: A list of classes of positions supported by class specifications.

Class Specification: The written description of a class,, including the title, statement of the nature of the work, examples of duties and responsibilities, the knowledge, abilities and skills that are necessary or desirable for the satisfactory performance of the duties, and minimum recruiting requirement.

Class Title: The title assigned to any particular class and used for reference to that class.

Compensatory Time: The time required to compensate an exempt employee for authorized extra work-related activities.

Demotion: Reassignment of a employee to a position of lesser responsibility with a lower assigned salary range.

Department: A primary unit of the Ute Mountain Ute Tribe assigned one large responsibility or a number of related responsibilities.

Department Director: Those persons designated by the Executive Director as being responsible for a department and its operation.

Disciplinary Action: An oral warning, written reprimand, special probation, suspension, or dismissal taken for cause.

Disciplinary Probation: A period in which an employee must perform well in order to atone for prior misconduct and to continue in employment.

Dismissal: Involuntary termination of an employee's employment with the Ute Mountain Ute Tribe.

Division Director: Those persons designated by the Executive Director as being responsible for a Division and its operation.

Eligible List: A list of persons who have met the requirements for a given position and are eligible to be certified for appointment to a position.

Employee: A person occupying a position in the Ute Mountain Ute Tribe's service or person who is on authorized leave of absence and whose position is being held pending a return to duty.

Employment Date: The date on which an employee commences performance of duties and is placed on the payroll.

Exempt Employees: Those employees who are exempted from the Overtime Provisions of Fair Labor standard Act, Department of Labor, Workman's Compensation and who are further defined as Executive, Professional, and Supervisory employees.

Full-Time Employees: An employee who works a normal work week of 40 hours.

Grievance: A written complaint delivered through the appropriate channels.

Grievance Committee: The Grievance Committee shall consist of the Superintendent of the local BIA Agency the IHS Clinic Director or his designee, and an impartial Division/Department Head as the third committee member. If, because of a conflict of interest, one member must be disqualified, an alternate member who is agreeable to both other members shall be appointed.

Grievant: An employee who has filed a grievance action.

Immediate Family: An employee's parents, spouse, children, sisters, brothers, grandparents, and in-laws (father and mother-in-law).

Incumbent: The current occupant of a position in the Ute Mountain Ute Tribe.

Job description: A written description of the objectives to be accomplished in a particular position and the work activities required to fulfill those objectives.

Layoffs: The separation of an employee from Ute Mountain Ute Tribe's service because of lack of work or funds or other reasons not related to fault, delinquency, or misconduct on the part of the employee.

Leave: Authorized absence from regularly scheduled work hours which has been approved by proper authority.

Merit Increase: An increase in pay from one step to the next higher step in the same grade or pay range for an employee who meets the eligibility conditions specified in these policies.

Nepotism: Favoritism shown in official business on the basis of family relationships.

Overtime: Time a nonexempt employee is directed and authorized to work in excess of the 8-hour work day.

Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours per week.

Pay Adjustment: An adjustment in pay which results when the pay plan is amended.

Pay Range: The minimum, intermediate, and maximum rates of pay established for a kind and level of work in the classification and pay plan.

Payroll Deductions: Employee's financial obligations deducted by the employer from the employee's pay and paid by the employer, on the employee's behalf, to the accounts owed.

Payroll-Connected Costs: Financial contributions an employer makes, in addition to wages and salaries, that benefit employees.

Permanent Employee: An employee who has been retained in his/her appointed position after satisfactory completion of his/her probationary period. This includes those employees in permanent part-time positions. Only those permanent part-time employees who work 30 or more hours a week shall be eligible for full fringe benefits.

Personnel Action: A personnel form filled out by a proper authority to initiate or confirm a personnel action.

Personnel Director: The person designated to handle all personnel matters as outlined in these policies.

Position: A group of current duties and responsibilities assigned or delegated by an appointing authority.

Position Classification: A system of identifying and describing different kinds of work in an organization and then grouping similar positions under similar job classes or title.

Probation: A specific time period during which the employee's work is evaluated to determine fitness for career status. Also used in disciplinary cases to provide a specific period of time for an employee to improve performance or meet other criteria to avoid dismissal.

Probationary Employee: A full-time or part-time employee who has not completed the initial probationary employment period. Also used in disciplinary cases to provide a specific period of time for an employee to improve performance or meet other criteria to avoid dismissal.

Program: A single-purpose unit, located within a department, or operating independently of a department but under the guidance of an administrative superior.

Promotion: Assignment of an employee to a position involving greater responsibility and having higher pay range assignment.

Reduction in Force: Laying off employees due to reorganization, reduction in program funding and scope, or other administrative realignments.

Reprimand: A written warning to an employee that a supervisor believes a deficiency exists in the employee's work performance or conduct and improvement is needed. This reprimand is kept in the employee's personnel file for one year.

Resignation: The termination of employment at the request of the employee.

Salary Step: One of a range of salary steps in a pay range.

Self-Determination: A philosophy and Federally-recognized policy of placing increased responsibility for self-government, government services, and economic self-development in the hands of American Indian government.

Seniority: Priority of an employee based on the length of the employee's continuous service from the employee's date of hire.

Supervisor: One who receives, assigns, distributes, and reviews the work of others; sets work of other; sets work deadlines and trains.

Suspension: A disciplinary action which temporarily removes an employee from work, with or without pay.

Temporary Appointment: An employee has received an appointment for a specified limited period, on a full-time or part-time basis and whose appointment may be terminated without appeal.

Transfer: The lateral movement of an employee from one position to another position in the same job class or to parallel job class at the same pay range without any break in service.

Vacancy: A duly created position which is not occupied, for which funds have been provided.

Wage/Salary Schedule: A uniform schedule of pay steps and ranges based on a classification plan.

Withholding: A portion of an employee's earning withheld by the employer to pay for such employee obligations as taxes and insurance.

OBJECTIVES

EQUAL EMPLOYMENT OPPORTUNITY
APPLICABILITY
AMENDMENT

CHAPTER 1
OBJECTIVES

These rules are designed to bring the Tribal service a high degree of understanding, co-operation, efficiency and unity through systematic, uniform application of modern personnel Management Program, which include these rules, are:

- A. To promote and increase efficiency, responsiveness to the public, and economy in Tribal employment.
- B. To provide fair and equal opportunity for qualified persons to enter and progress in Tribal employment based on merit and fitness as determined through fair and practical personnel management methods.
- C. To maintain recruitment, advancement, and tenure practices to help in the development of Tribal careers and to encourage each employee to give his best effort to the Tribe and the public.
- D. To maintain consistent, up-to-date position classifications, compensation plans, and qualification standards, based on the relative duties and responsibilities of jobs in Tribal employment. (These elements will be in effect no later than 10-1-82).
- E. To promote high morale among Tribal employees by fostering good work relationships and by providing uniform personnel policies, opportunities for advancement, and consideration of employee needs and desires.
- F. To promote a comprehensive, coordinated cost effective utilization of Tribal, State, and Federal funding resources to realize the goal of Tribal self-sufficiency.

CHAPTER 2

EQUAL EMPLOYMENT OPPORTUNITY

Equal employment will assured in Tribal employment. Discrimination against any person in recruitment, examination, appointments, training, promotions, retention, discipline, or any other aspect of personnel administration because of political, or religious opinions or affiliations, membership or membership in employee organization or unions, or because of race, color, national origins, marital status, or other non-merit factors is prohibited except where Indian preference is legitimately applicable.

Discrimination on the basis of age, sex, or physical disability is prohibited except where specific age, sex, or physical requirements constitute a bona-fide occupational qualification and is necessary

for proper and efficient administration.

CHAPTER 3

APPLICABILITY

These rules apply to all Tribal employees: an "employee" is any person appointed or selected to a position in the Tribal service. A person on retainer or under temporary contract to the Tribe is not considered to be a Tribal employee in the absence of a specific agreement to that effect.

CHAPTER 4

AMENDMENT

These rules may be changed, supplemented, or superseded by resolution of the Tribal Council based upon the recommendations of the Personnel Committee, but no such change or amendment will apply retroactively to divest any employee of a benefit acquired under this policy.

Section 1. General Rule of Conduct

Every employee will conduct himself in such a manner as to be a credit to the Ute Mountain Ute Tribe.

Section 2. Attendance

Employees will be at their place of work in accordance with Tribal policies and regulations. Departments will maintain daily attendance records of employees. A full work day is defined as an eight (8) hour work day with one/half hour for lunch. Employees may take not more than two (2) 15-minute breaks each full day of work. Breaks will be considered a privilege and not a right and will never interfere with proper performance of the work responsibilities of each department.

Section 3. Work Standards

It will be the duty of each employee to maintain high standards of cooperation, efficiency, and economy in his work for the tribe. Department Heads will organize and direct the work of their departments to achieve these objectives.

If work habits, attitude, performance, or personal conduct of an employee fall below established standards, supervisors should point out the deficiencies at the time they are observed.

Counseling and warning the employee in sufficient time for improvement should ordinarily precede formal disciplinary action. Nothing in this section will prevent immediate formal action as provided elsewhere in these rules whenever the interest of the Tribe requires.

Section 4. Political Activity

Unless otherwise provided by law, all employees will refrain from using their positions or influence in anyway for or against any candidate for public office. During working hours employee will not circulate petitions or campaign literature on behalf of candidates for Tribal elective office or any other elections or be in anyway involved with soliciting or receiving any subscription, contributions, or political service on behalf of any such candidates. No Tribal or Contract funds will be used for campaign purposes. Employees will not use program labor, time, equipment or other valuable things for campaign election-related purposes. Candidates for Tribal elective positions will under no circumstances use program time for campaign purposes. Suspension may result of this regulation is violated. All such violations will be brought to the Personnel Committee for final determination.

Section 5. Solicitation

Solicitation of funds or anything of value for any purpose whatever, will be permitted of/or by Tribal employees on the job only with the approval of the Executive Director. No employee may be required to make nay contributions or may be penalized or rewarded in anyway according to his response to the solicitation.

Section 6. Outside Employment

An employee can engage in outside employment where such employment does not create a conflict of interest, or will not affect the employee's performance or the interests of the Tribe or the public. Outside employment must be approved by the supervisor with the concurrence of the Executive Director and cleared through the Personnel Committee.

Section 7. Physical Fitness

It will be the responsibility of each employee to maintain good health required for performing his job.

When a supervisor suspects that the physical condition of an employee constitutes a hazard to person(s) or property, the supervisor may require the employee to submit to a medical examination buy an approved physician. The employee will be granted administrative leave for the time required for such examination, which will be conducted without expense to the employee and will be for the sole purpose of determining his physical condition relative to Tribal employment. Depending upon job classification, any employee may be required to have a pre-employment physical examination by a licensed physician. Such examination may also be required periodically.

Section 8. Financial Obligation

All employees are expected to keep their personal financial affairs in good order. Failure to pay debts, could result in disciplinary

action.

Section 9. Tribal Vehicles & Equipment

Tribal vehicles and heavy equipment are for Tribal business only. Programs which might be subject to emergency calls will be identified and approved to take vehicles, which they normally operate, home with them from work with prior clearance obtained from the Department Head with concurrence of the Division Director. However, this is not to be construed as permission to make private use of the vehicle. All drivers of Tribal owned vehicles will be properly licensed operators, in the states in which they reside, and will be required to obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents.

Operators of all motorized equipment used within the Tribe who become involved in any accident will be subject to disciplinary action if upon investigation it is determined that the employee is responsible for such action through carelessness or recklessness which contributed to the cause of such accident. Restitution for any loss will be the responsibility of the employee.

Section 10 Standards of Dress

Employees will be expected to dress in manner appropriate to their position and proper in respect to specific occasions.

Section 1. Leave

Leave is any authorized absence with or without pay during regularly scheduled working hours and which is approved by proper authority. Absence without leave (AWOL) is any unauthorized absence subject to disciplinary action. Leave records will be maintained accurately by the Accounting/Finance Department in close cooperation with the programs. It is the responsibility of the supervisor and Department Head to insure that proper leave documentation on all employees is provided to the Finance Office.

Section 2. Annual Leave

Permanent employee will accrue annual leave at the rate of:

Initial 3 years of service-12 days per year at the rate of 4 hours per pay period.

More than 3 years but less than 10 years-19 1/2 days per year at the rate of 6 1/2 hours per pay period.

More than 10 years of service-27 days per year at the rate of 9 hours per pay period.

- Part-time permanent employees will accrue leave in proportion to hours worked.

- Temporary employees will not accrue annual leave.

Schedule for pro-rated hours:

- Less than 10 hours, no accrual.
- 10 to 20 hours worked per week, accrue 1 hour annual leave.
- 20 to 40 hours worked per week, accrue 2 hours annual leave.

Annual leave will be administered according to the following provisions:

A. Annual leave will be credited at the end of the pay period for which accrued and may be taken in one (1) hour increments at anytime thereafter upon proper approval.

B. Employees may accrue a maximum of 240 hours of annual leave. Hours earned in excess of 240 hours at the end of the calendar year will automatically be forfeited.

C. Annual leave must be requested per form #71-110, and be approved at least 2 working days in advance, by the employee's supervisor, except in cases of emergency, when it will be granted at the discretion of the supervisor. If such leave is taken without prior approval, the employee will considered absent without leave.

D. Upon separation from Tribal Employment, payment will be made for all unused annual leave up to the 240 hours of maximum accrual pending approval by proper administrative authority, the Personnel Committee, and upon Contract funding availability. Annual leave will be computed at an employee's current annual rate on an hourly basis. Payment of annual leave will be withheld until a clearance report has been made by the Personnel Officer.

E. Supervisors will schedule and approve vacations giving due consideration to the needs of the department and the interests of the employee.

F. No advance annual leave will be given to an employee.

G. Probationary employees will not be entitled to use annual leave until they have completed 90 days of employment.

H. Annual leave will be transferred when an employee is promoted or transferred to another department within Tribal employment.

Section 3. Sick Leave

A. 4 1/3 hours per pay period, or

B. 13 working days per 12 calendar months.

- Part-time permanent employees will accrue sick leave in proportion to hours worked.

- Temporary employees will not accrue sick leave.

Schedule for pro-rated hours.

- Less than 10 hours, no accrual.

- 10 to 20 hours worked per week, accrue 1 hour sick leave.

- 20 to 40 hours worked per week, accrue 2 hours sick leave.

Sick leave will be administered according to the following rules:

A. Sick leave will be credited at the end of the pay period for which accrued and may be taken at anytime thereafter for illness, injury, or routine medical or dental appointments, which cannot reasonably be scheduled outside of working hours. Illness arising from pregnancy or complications thereof, will be requested the same as other types of medical situations.

B. Sick leave may be used and will be charged in on e (1) hour increments.

C. Employees are allowed to accumulate sick leave as long as they are employed up to a maximum of 90 days.

D. Sick leave credits are not transferable between employees.

E. Authorizations for sick leave, because of their usually no obtained in advance, unless the employee knows he will be unable to work because of medical, dental, optical examination or treatment, an operation, convalescence, or lengthy illness.

F. Employees taking sick leave will cause their immediate supervisor to be notified at the earliest opportunity. Employees who become ill and cannot report for work are expected to insure that proper notification is received at their department no later than one (1) hour after regular reporting time. Failure to insure proper notification without valid reason(s) will constitute absence without leave.

G. Employees absent from work for three (3) consecutive days because of illness must submit administratively acceptable evidence that they were ill and unable to work.

H. The supervisor may request and obtain verification of the circumstances surrounding use of sick leave and employees using or attempting to use sick leave without proper cause will be subject to leave without pay (TRIBAL).

I. When an employee accrued sick leave has been wxhausted, it may extended through the use of accrued annual leave, after which the

employee's pay will be discontinued.

J. Upon termination of an employee, the Ute Mountain Ute Tribe will not pay for unused sick leave.

K. No advance sick leave may be given to an employee.

L. At the Discretion of the supervisor sick leave may be allowed if an employee is taking care of a sick person in his immediate family.

M. Employees transferred or promoted from one department to another will be allowed to carry over all sick leave accrued.

N. Sick leave may be allowed if an employee is being treated, cured, or seen by a medicine man/woman. This leave may be subject to verification by the supervisor in the prescribed Tribal manner.

Section 4. Occupational Disability or Injury Leave

Subject to paragraph (a) and (b) below, an employee injured in the course of his employment will be granted occupational disability or injury leave not charged against his sick or annual leave. Such leave will extend for such time as the employee is unable to return to work, but in no event to extend beyond one (1) month unless expressly certified as unable to work by a designated physician and authorized by the Executive Director. During such injury leave, the tribe will pay for seven (7) work days, thereafter, the Workmen's Compensation Insurance will pay for the employee's disability. However, if upon investigation a determination is made that negligence on the part of the employee contributed to the cause of the accident, no benefits will be paid. The Director of the Tribal Health Services Department or in his absence a person designated by the Executive Director will be responsible for submission of all required forms.

A. All employees while on occupational disability or injury leave will submit an examination report by a designated physician at any time directed by the Executive Director.

B. An employee who fails to promptly report any injury incurred in the line of duty, however minor, to his foreman or supervisor, and fails to take first aid treatment may not be eligible for occupational disability or injury leave for that injury.

C. When an employee is injured on the job, the foreman or supervisor will complete an accident report immediately or within 24 hours of the accident on forms provided by the Director of Tribal Health Services.

D. In all cases, where occupational injury to an employee occurs and an employee has been on disability leave for as much as one (1) week, the supervisor will confer with the attending physician to review the progress of the case and make recommendations to the Personnel Department and Executive Director as the supervisor deems advisable.

E. Tribal employee's are covered by provisions of the Workmen's Compensation Law and in cases not otherwise outlined above, its provisions will be followed.

Section 5. Administrative Leave

Administrative leave policy will cover those request for leave that are not covered elsewhere in the leave policies and will be at the discretion of the Executive Director. Administrative leave is paid leave which is not charged against annual or sick leave. Such requests may include various administrative purposes as outlined below:

A. Adverse Weather Conditions

An employee may be ordered no to report to work or may request to leave early because of inclement weather and may be granted administrative leave with pay:

B. Court or Jury Leave

An employee, when answering to a subpoena, or who appears before or participates in any civil or criminal court as a juror or a witness will be granted administrative leave with pay. Fees received as a witness or compensation for jury duty, not including transportation reimbursement, will be paid to the Tribe. The employee must report to work immediately following the completion of the Court duties.

C. Voting Leave

An employee who is registered voter may, on the day of election be allowed a maximum of 2 hours administrative leave with pay in order to vote in any official election. Time allowed will be specified by the supervisor between opening and closing of the polls.

D. Other Administrative Leave

An employee may be granted administrative leave with pay to attend a professional conference, convention, training activity, legislative proceeding, civic function or meeting with the approval of his supervisor. Leave for purposes of coordinating with government and private agencies and entitles in the interest of the Tribe will also be considered as administrative leave with pay.

Section 6. Maternity Leave

Leave for pregnancy may be granted. This leave can be sick leave, annual leave, or leave without pay. A pregnant employee is expected to make her own decision, in consultation with her physician, as to when she will cease working and when she will return. In normal cases, the employee will notify her supervisor at least two (2) weeks prior to her intended departure as to the period of time she expects to be on leave and which type (s) of leave she intends to use. Such leave will not be authorized merely because an employee prefers not to work while pregnant.

If an employee's pregnancy prevents her from properly performing the duties of her position or cause a hazard to person(s) or property and the employee refuses to take leave, the employee's supervisor may place her on annual or sick leave without pay status until such time as she is certified able to return to work by a designated physician.

In an event of prolonged absence due to pregnancy, the position of the absent employee may be filled by a temporary appointment. There is no accrual of sick or annual leave when an employee is on leave without pay status.

Section 7. Military Leave

An employee who is a member of the National Guard or of any of the Reserve Components of the Armed Forces of the United States will be entitled to leave of absences from assigned duties for as many as fifteen (15) days in one calendar year to participate in military training. Such leave will be with full pay minus that which the employee received from the military for service while on military duty. If the military compensation exceeds that which the employee would have earned during the same period of Tribal employment, the employee may retain the excess. Employees called to participate in military training shall furnish their supervisor with certificate and copies of official military orders that specify they are called to duty by proper authority.

Section 8. Bereavement Leave

An employee may be granted leave for up to four (4) days in the event that there is death within the employee's immediate family. Leave beyond the granted administrative will be charged to sick leave or annual leave.

Section 9. Educational Leave

An employee may be granted leave for educational purposes. Such leave will be limited to one (1) hour per working day or five (5) hours per week with the stipulation that the courses taken are directly related to the employee's position, and the course has been approved by the employee's supervisor, Division Director, and Personnel Director before registration. Such leave will be with pay.

An employee can request education leave for longer periods of time which could mean moving out of the community (for college, university) but with the understanding that his position may not be available upon his return. Such leave will be without pay.

Section 10. Leave Without Pay (TRIBAL)

An immediate supervisor may grant an employee a leave of absence without pay for any good reason(s) upon request. Leave in excess of one (1) month or extensions of previously authorized leave must be

approved by the supervisor and Executive Director. Leave that unreasonably impedes a work program of the tribe may be denied, Employees on leave without pay status do not earn annual or sick leave.

Section 11. Absences Without Leave (AWOL)

An employee who fails to report for duty or who leaves without proper notification, authorization, or excuse will be considered absent without leave and will be subject to disciplinary action. Absences without leave will subject the employee to the penalties outlined in the table of penalties.

Section 12. Absentee Records

The Tribal Finance Department will maintain accurate records of employee absences and leave accrued and will provide reports as required.

Section 13. Holidays

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Bear Dance, and Sun Dance and such other days as may be declared by the Tribal Council will be official holidays for tribal employees and observed in accordance with the following provisions:

- A. As many employees as possible will be given each holiday off consistent with the maintenance of essential Tribal functions.
- B. Full-time permanent employees will be entitled to paid holidays.
- C. Part-time permanent employees will be entitled to those paid holidays on which they otherwise would have worked.
- D. Temporary employees may be given paid holidays.
- E. An employee who works on an official holiday as directed will be given compensation time off for hours worked.
- F. If a holiday falls on Saturday, the proceeding Friday will be observed. If a holiday falls on Sunday the following Monday will be observed.
- G. An employee absent without authorized leave on the working day immediately proceeding and/or following a holiday will lose pay for the holiday will lose pay for the holiday as well as for the other day or days off.
- H. Holidays falling within an employee's vacation period or within a period of absence properly charged to illness will not be counted against annual or sick leave.
- I. Employees desiring to observe religious holidays not listed herein may be given time off without pay or may be authorized to use accrued

annual leave.

J. Supervisors will insure that eligible shift workers and other employees working unusual schedules receive benefits of the full number of official holidays.

Section 14. Fringe Benefits

A. Severance Pay

Ute Mountain Ute Tribe is composed of any programs that exist on a yearly basis and are subject to various rules and regulations. Programs and jobs are often affected when a funding source ceases. When this occurs the Ute Mountain Ute Tribe will experience layoffs, reassignment of jobs, reorganization and termination of positions. Severance pay for employees affected by such circumstances will be allowed provided that:

1. Rules and regulations of the affected funding sources allow it.
2. It does not exceed two (2) weeks
3. It meets with Supervisor's and Executive Director's approval.
4. Discontinued employment is voluntary.

B. Religious Leave

Leave for religious purpose must be approved in advance by the supervisor and will be taken as either annual leave or leave without pay at the employee's discretion. Tribal religious holidays will be designated by the Tribal Council. Religious Leave may be taken for an illness and may be taken as sick leave. Such must be approved by the Executive Director.

C. Other Benefits:

Social Security (FICA) -Benefits are maintained for every employee.

Workmen's Compensation- Coverage is maintained for all Tribal employees.

Health Insurance- Blue Cross/Blue Shield: Is provided for all full-time employees who wish to be covered.

Employee's dependant coverage must be paid for by the employee.

All compensation and accrued annual leave will be paid to surviving spouse or next of kin in the event that the employee dies.

Section 1. Policy

Hiring will be done solely on the basis of capability or fitness. Appointments and/or selections will be made based on the qualifications of applicants determined through fair and practical

selection methods. Preference may be given to former employees eligible for reinstatement and to eligible and qualified members of the Ute Mountain Tribe.

Native Preference Policy is as follows:

Public Law 93-638, Section 7, (b) which states:

Any contract, subcontract, grant or subgrant pursuant to this Act, the Act of April 16, 1938 (48 Stat. 596), as amended, or any other Act authorizing Federal contract with or grants to Indian organizations or for the benefit of Indians, shall require that to the greatest extent feasible--

(1) preferences and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians.

It is the policy of the Ute Mountain Ute Tribe to give preference to American Indians in all phases of employment and training which includes but is not limited to: hiring, promotions, transfer, and training opportunities. Preference shall also be provided to American Indian individuals and organizations in the award of such contracts of Ute Mountain Ute Tribe. To meet that goal the requirements of the two preceding paragraphs shall be included in all sub-contracts and sub-grants.

Implementation of this policy shall be in the following manner:

For the purpose of recruitment the concept of Native Preferences shall apply and be clearly stated on every job announcement. The process of selection shall be as follows:

1. Applications from Ute Mountain Ute and American Indians shall be considered first and exclusively and if a suitable qualified applicant from this group is found, he/she will be selected for the position.

2. If no suitable, qualified applicants are to be found in the above specified group then applications submitted by all other persons shall be considered and an appropriate selection made there from.

Section 2. Personnel Selection Committee

The Committee will consist of the Personnel Director, the program director from the department with the vacancy, and an outstanding staff member who works in the job classification category which is being recruited. The selection of this staff participant will be a candidate mutually agreed upon by the program director and the Personnel Director. The filling of all Tribal employment vacancies will be the duty of this committee.

Section 3. Type of Selection

Selected employees will be designated either regular or temporary. The class of employees of the Ute Mountain Ute Tribe shall be:

A. Permanent Full-time- An employee who works a full-time normal week of forty (40) hours and whose position is not considered to be of temporary nature.

B. Temporary Full-time- An employee who works a full eight (8) hours a day or a forty (40) hours week, but whose duration of employment is limited to a definite number of hours, days, weeks, or months. Ceta employees will considered temporary employees.

C. Permanent Part-time- An employee who works an normal week of less than forty (40) hours and whose position is not considered to be temporary period of time.

E. Consultants- An employee who works for a set fee for a definite duration of time.

Section Medical Examination

A person selected for appointment may be required to undergo a medical examination in manner prescribed by the Personnel Department. Employment will be contingent upon successful completion of the medical examination in relation to the standards of fitness required for the position involved.

The Personnel Department may prescribe separate policies and procedures regarding medical examinations for employees already in the tribal service or those persons returning from more than two (2) weeks leave and for those employees for whom a medical examination is mandated.

Section Residence

There will be no absolute requirements for Tribal employment. Employees who are likely to be called back to work in cases of emergency may be required to reside within reasonable commuting range of their place of work.

Section 6. Nepotism

The Ute Mountain Ute Tribe wished to discourage nepotism. For purposes of this policy nepotism shall be defined as favoritism shown to an immediate family member while functioning in an official administrative capacity. The immediate family includes any of the following persons: parents, spouse, brother, sister, son, daughter, grandparents, and in-laws (mother-in-law, father-in-law). The following rules shall be observed with respect to Ute Mountain Ute Tribe employment:

1. No person shall hold a job or be hired to a job that requires him/her to directly supervise or be supervised by an immediate member of his/her family.

2. The Personnel Director may request a waiver of paragraph (1) if no other qualified individual can be found to adequately fill the position in question. Documentation shall be required to demonstrate that no other individual was qualified or available for employment.

3. A person who serves on a board/committee that has authority over personnel action, regularly nominates or screens candidates for a program which employs a member of his/her immediate family, shall voluntarily excuse him/herself from that board/committee member may not take part in any discussion or vote on any board/committee action directly dealing with member of his/her immediate family.

The nepotism clauses listed above apply to all hiring conducted after the effective date of this manual.

Section 7. Transfer

A transfer is the assignment of an employee from one position to another. A transfer not involving promotion may be effected at any time upon request of the employee to the immediate supervisor involved, or may be effected for administrative convenience, provided that the employee is qualified to perform the duties of the position to which the transfer is contemplated and providing that there is a vacancy existing. Transfers may be made administratively or in conjunction with an announced selection process. All transfers of employees between classes or between departments will be thoroughly investigated by the Personnel Officer before approval of any transfer by the Personnel Department. Final approval will come from the Tribal Executive Director. Promotional transfer between programs will be allowed provided the employee is qualified for the position transferred to, and also that the position has been advertised locally. Qualified employees will receive first priority regarding promotional or non-promotional transfer. Selection will be made through established personnel procedure.

Hard to Fill Vacancies:

The Selection Committee may, after all candidates for a given position have been found to be unqualified or unable to meet the needs of the Tribe, initiate a direct recruitment of a known qualified individual. The vacancy may also be re-advertised. These alternative measures must be approved by the Executive Director.

CHAPTER 8

GRIEVANCES AND APPEALS

Selection 1. General

Any employee who is aggrieved by an action which relates to working conditions, work relations, or personnel policies and procedures, whose complaint cannot be resolved through informal discussions with

the immediate supervisor, may file a written grievance (in whatever form chosen), under the provisions of this section to the immediate supervisor within five working days after the occurrence of the action in question. This five day limitation may be waived if the employee was unaware of the action before the time period specified will terminate the grievance.

Grievances shall include, but are not limited to, employee-supervisor relationships, duty assignments other than those specified in the job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, and disciplinary action. Any employee who takes his/her employment problems outside of the grievance procedure, without first attempting to resolve the problems in accordance with the procedure, shall be subject to disciplinary action.

A copy of the original grievance shall be filed with the Personnel Director. Every effort shall be made by the parties to resolve the grievance at the lowest possible level. All records relating to a grievance procedure are confidential.

Section 2. Procedure

If a formal grievance is filed, it shall be processed in the following manner, except that time limits may be waived or extended with written consent of both parties:

Step 1 - The employee shall present the written grievance to the immediate supervisor with a copy to the Personnel Director. The grievance reply shall be given to the employee with a copy sent to the Personnel Director within five (5) working days of the filing date. If the grievance remains unresolved or the decision is considered unacceptable, the employee may proceed to Step 2.

Step 2 - Within five working days after receipt of the decision in Step 1, or after the decision is due, the employee shall present the written grievance and the decision to the department manager. The department manager shall schedule a conference with the party (s) within five working days after the receipt of the grievance. The department manager shall give a grievance reply to the employee with a copy to the Personnel Director within five working days after the conclusion of the conference. If the grievance remains unresolved or the decision is considered unacceptable, the employee may proceed to Step 3.

Step 3 - Within five working days after the receipt of the decision in Step 2, or after the decision is due, the employee shall present the written grievance to the Personnel Director. The Personnel Director shall, within five working days after the receipt of the grievance, give a grievance reply to the employee. If the decision is considered unacceptable, the employee may proceed to Step 4.

Step 4 - Within five working days after the receipt of the decision in Step 3, or after the decision is due, the employee shall present

the written grievance to the Executive Director. The Executive Director shall within five working days after receipt of the grievance remains unresolved or if the decision is considered unacceptable, the employee may proceed to Step.

Step 5 - After the employee has exhausted the administrative remedies, the employee may file a written appeal, within five working days after the receipt of the decision in Step 3, or after the decision is due, to the Grievance Committee for a formal hearing.

Section 3. Grievance Committee

The Grievance Committee shall, within 15 working days after the receipt of the grievance, schedule an appeal hearing. When a hearing is scheduled, written notice shall be sent to all interested parties at least five working days in advance of the date set for the hearing, including a copy of the appeal to be heard and setting forth the time, date, place, and purpose of the hearing.

All appeal hearings will be closed to the public unless the employee has requested that a hearing be open. In conducting an appeal hearing, the proceedings shall be informal, and the technical rules of evidence shall not apply.

All parties if a hearing shall be entitled to counsel or representation of their own choosing at their own expense.

Section 4. Findings

Within five working days of closing a hearing, the Grievance Committee shall present, in writing, its findings and decision to all concerned parties. Such decision shall be final and binding upon both the employee and the Ute Mountain Ute Tribe.

Section 5. Immunity

All employees have the opportunity to present a grievance as prescribed by this section. If an employee is threatened or subject to duress when presenting the grievance, the employee may so notify the Grievance Committee in writing. The Grievance Committee shall authorize an investigation of such complaints and based upon findings, may take disciplinary action against any person who was derelict or discriminatory in considering the grievance.

Section 6. Responsibility for Personnel Functions

The Personnel Director or his/her designee shall be responsible and accountable for the personnel functions.

The Personnel Director is responsible for providing copies of all relevant records in the grievance to the Grievance Committee.

The Grievance Committee shall consist of the Superintendent of the local BIA Agency, the IHS Clinic Director or his designee, and an

impartial Division/Department Head as the third committee member.

If, because of a conflict of interest, one member must be disqualified, an alternate member who is agreeable to both other members shall be appointed.

CHAPTER 9

PROMOTION AND DEMOTION

Section 1. Promotion

A position vacancy may be filled by initial appointment or administrative assignment without announcing the vacancy to the public, if the following conditions are met:

1. There is an urgency to fill the position due to immediate need or to assure compliance;
2. There are in-house candidates available that have knowledge of the position and will require very little or no training to fill the position;
3. Management has documented reasons for filling the position by initial appointment or administrative assignment;
4. The Personnel Selection Committee concurs on the action.

To be considered for promotion within the same department, the employee must have been in the same project at least six (6) months, can function in that position with little or no training, and must have expressed an interest in the position.

A supervisor can nominate the employee(s) in his/her department to be considered. Nominations will be made to the Personnel Selection Committee. Final decision will be made by the Committee after a review of the qualifications and the criteria involved.

Section 2. Demotion

A demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary.

A. Voluntary Demotion-A voluntary demotion will be considered when it meets the following criteria:

1. If an employee would otherwise be laid off because his position is being abolished, his position is reclassified to a lower class, there are lack of funds, or lack of work.
2. If an employee does not have the necessary qualifications to render satisfactory performance in the position he holds, or

3. If an employee voluntarily requests transfer because such form of transfer would be to the advantage of the employee and the Tribe. Voluntary demotion will not be considered disciplinary action or disqualify the employee from consideration for later advancement.

B. Involuntary Demotion - An involuntary demotion will be considered according to the following criteria:

1. If after being promoted to a higher position the employee has failed to perform satisfactorily in the prescribed time, The employee will be demoted to the position held before, (or to a similar position at the established salary range), or the employee could be subject to termination if a vacancy does not exit, or

2. If the employee is not performing at the required performance standards for the particular position and all efforts to upgrade his performance have been exhausted.

PROBATION PERFORMANCE EVALUATION

CHAPTER 10

PROBATION

Section 1. Purpose

The purpose of the probationary period is to provide a trial period for the employee to prove his fitness and capability to perform and adapt to the job. Each employee, where applicable, will be required to serve only one (1) 90-day probationary period regardless of inter-departmental transfers.

Section 2. Probationary Period

The probationary period is established for all new permanent employees. The probationary period will begin with the date of employment and continue for 90 days. Upon satisfactory completion of performance standards during the probationary period, the employee's appointment will be converted to permanent status with sick leave and annual leave accrual retroactive to the date of employment. The probationary period may be extended if additional time deemed necessary. A written evaluation must be completed by the supervisor and submitted to the Personnel Department at the end of the probationary period.

Section 3. Failure of Probation

A probationary employee will be terminated at any time during the probationary period when his fitness and/or quality of work are judged unsatisfactory to merit continuation in the position.

Section 4. Grievance

A new employee failing probation will have no right of grievance, except on grounds of illegal discrimination in which case the employee may follow the regular grievance procedure outlined in these policies.

CHAPTER 11

PERFORMANCE EVALUATION

Section 1. Policy

Performance evaluation is designed to help the supervisor and employee measure how well the employee is doing his job, to identify areas for performance improvements, and to provide a tool for management decisions regarding training, assignments, promotion, and retention of employee.

Section 2. Rating & Reviewing Responsibilities

Each permanent Tribal employee's work performance will be evaluated annually prior to the anniversary date of his employment or last promotion on a form approved by the Personnel Department. A special evaluation may be conducted, if approved, by the employee's Department Head and the Personnel Department. Each employee will be provided a copy of his performance evaluation report. The supervisor will discuss the report with the employee and will counsel the employee regarding his career desirable or necessary.

All evaluations must be done in fair, equitable manner and above all must be consistent for all personnel evaluated by that Department Head. A copy of the employee's Personnel record (file), will be kept on file in the Personnel Office. The Personnel Director will monitor employee files as needed to insure that probationary and annual evaluations are completed at the appropriate time. The Personnel Director will notify the Department Head thirty (30) days prior to the time an evaluation is due.

CHAPTER 12

DISCIPLINARY ACTION

Section 1. General

Disciplinary action may be taken for just cause by the Supervisor, Division Director, or Executive Director. Just cause is not limited to the offenses listed on the Penalty Procedures List (see pg. A.A.).

Section 2. Corrective Measures

A. Verbal Warning-A verbal warning may be used by the supervisor initially to insure that there is no misunderstanding of the misconduct and to attempt to correct an employee's unacceptable behavior.

B. Written Reprimand-A written reprimand may be used by the supervisor. It is a warning to employee and will be made part of the employee's personnel file. The reprimand will describe the deficiency or infraction involved and will specify the measures to be followed to improve performance or conduct. If the performance or conduct is improved or performance is satisfactory, the reprimand will be removed from the records.

C. Probation-Probation should be considered a severe warning issued in writing by the e Department Head and will be made part of the employee's personnel file. The written notice should clearly explain the reason(s) for the action, stipulate the length of the probationary period, set the standards for judging the employee's improvement, and the action to be taken (usually suspension or termination), if the problems are not corrected within the specified time.

D. Suspension-The supervisor, after consulting with the Division Director and the Executive Director, may suspend an employee without pay for up to thirty (30) days.

E. Dismissal-If an offensive/violation is considered severe or judged harmful to the Tribe, an employee can be dismissed immediately by the Executive Director with concurrence of the Personnel Committee.

This action would supersede all other disciplinary action. If an employee is dismissed from Tribal employment for a serious offense, he will not be considered for future employment with Ute Mountain Ute Tribe.

If dismissal was for other than a serious offense, (see Violation List, pg. A.A.) consideration will be based on past conduct as evaluated by the Personnel Selection Committee.

F. Appeal of Adverse Action-Disciplinary action taken under this chapter or other types of formal adverse action must be appealed in accordance with the grievance procedure outlined in the grievance section. The adverse action will take effect at the time of issuance of notice.

There will be no right of grievance for probationary employees except on the ground of discrimination prohibited by law or by these rules.

The Grievance Committee, following careful investigation of the facts, will have broad authority to disapprove, modify, or rescind and disciplinary action taken or proposed. The decisions of the Grievance Committee will be final.

Section 1. Voluntary Termination

A. Policy-Employees may terminate their employment voluntarily at anytime.

B. Resignation-An employee may leave Tribal employment in good standing by filling with his Department Head a written resignation

stating the date the resignation is effective. The resignation should be submitted fourteen (14) days in advance. Department Heads and professional staff must submit resignations thirty (30) days in advance. The Executive Director may waive any portion of the notification period. The failure of an employee to comply with the described procedures could be the basis for declaring him ineligible for reinstatement. An employee who resigns in good standing may be reinstated to his former type of position within six (6) months to a year, providing that he remains qualified to perform the duties and such reinstatement would be in the interest of the Tribe. An employee who is reinstated will resume seniority rights as if there had been no break in service. However, the reinstatement date will be considered as the anniversary date and the accrual of sick and annual leave will commence at the hours accrued to that seniority level.

An employee who has resigned will receive payment of all earned salary and accrued annual leave, subject to deductions for any indebtedness to the Tribe. Failure to comply with the notice period may jeopardize the employee's collecting accrued annual leave.

Section 2. Involuntary Termination

A. Policy-Employees terminated involuntarily will be given notice of two (2) weeks. Termination may be immediate if the offense is of such magnitude that keeping the employee on the job would be detrimental to the Tribe and/or the employee.

B. Layoff-An employee may be laid off because of a lack of funds, change in duties, reorganization, or lack of work. Whenever possible, an employee laid off from or department or division will be transferred to a similar position elsewhere. Assistance in finding employment for the laid off employee will be given. The laid off employee's application will be placed, upon request, in the active file of candidates for employment and may be given preferred status. Whenever possible, an employee to be laid off will be notified at least two (2) weeks prior to the effective date, or shall be granted equivalent severance pay.

Layoffs will be carried out on the basis of demonstrated job performance and upon seniority giving equal weight to each, as evaluated by the Department Head. Individuals laid off will have the right to appeal through the grievance procedure.

C. Incapacity-An employee may be separated for disability when he cannot perform the required duties because of physical or mental impairment.

CHAPTER 14

REINSTATEMENT

Section 1. Following Layoff

An employee who was laid off upon completion of duties may be routinely recalled to work at any time, provided that person remains qualified to perform the duties of the position.

Section 2. Following Separation for Incapacity

An employee who was terminated for incapacity may be reinstated in his former type of position within three, (3) months to six (6) months following termination, provided the reason for the incapacity has been removed to the satisfaction of the Personnel Director.

Section 3. Following Resignation

An employee who resigned in good standing will be eligible to apply for a position and be considered for employment after one (1) year following the resignation. This provision can be waived by the Personnel Committee.

Section 4. Following Involuntary Termination

An employee who was dismissed will be eligible for employment with the Tribe after one (1) year following dismissal, only if his re-employment is approved on the violations list. (See page A.A.).

CHAPTER 15

COMPENSATION AND POSITIONS

Section 1. Compensation

A. Each Tribal employee will be paid at the rate established for the particular position on the Ute Mountain Ute Range Scale to be established by October 1, 1982.

B. A new employee will normally be compensated at the minimum step of the approved salary range. In exceptional circumstances, the Executive Director may authorize hiring at above the minimum step.

C. The Ute Mountain Ute Salary Range Scale is designed to furnish administrative flexibility in recognizing individual differences in growth and improved performance and in rewarding employees for meritorious service.

Individual increases will be granted at intervals specified by the Ute Mountain Ute Salary Range Scale upon recommendation of the immediate supervisor who will give careful consideration to the ability, attitude, and performance records of each employee.

D. Cost-of-Living: The Tribal Council may, at its discretion, authorize cost-of-living increases at any time, depending on availability of funds.

E. No employee will be paid more than the rate established in the Ute Mountain Ute Salary Range Scale. Placement on the scale will be based on the classification of the position in line with other equitable positions in the Tribal Organization.

Section 2. Administrative Cost pooling

Payment of employee wages by pooling administrative funds from more than one grant or contract will only be allowed under the following conditions:

A. An administrative Cost Pooling Plan has been approved by the Granting Agency, and

B. The same plan has been approved by the Tribal Council and a copy of the Administrative Cost Pooling Plan is on file in the Tribal Finance Office prior to implementation of the plan.

Section 3. Positions

It will be the responsibility of the Supervisor to write class specifications for all position or groups of positions. The Personnel Director will review all specifications for compliance with accepted standards. This will accurately classify every regular position. At a minimum, the following will be included in each classification:

A. Brief description of duties, responsibilities, and position goals.

B. Supervision exercised and/or received, together with the nature of supervision.

C. Minimum qualifications requirements.

D. Ute Mountain Ute Salary Range Scale Level for each classification.

Classification reviews may be initiated by the Personnel Department. However, supervisors may request such reviews when it has been determined that one or more positions in a department are improperly classified. An employee can also request a review of his position if his supervisor agrees that there has been significant change in the position. The Personnel Department must respond within a reasonable length of time and conduct the classification review.

CHAPTER 16

EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. Policy

Employment development is encouraged to bring out full career potential of employees through a comprehensive program which includes in-service training and other relevant seminars and sessions.

Section 2. Employee Training

Employee training will be the responsibility of the Personnel Director and the employee's immediate supervisor. Training needs will be identified by the supervisor and a training schedule will be developed.

A. On-The-Job-Training: Providing basic information and work skills necessary for satisfactory job performance is the responsibility of the immediate supervisor. When faulty or inadequate performance is observed, the supervisor should identify the deficiency and correct it through job coaching or assign another employee with the necessary skills to assist with the training.

B. Departmental Training: Training needs within a program are the responsibility of the supervisor who will attempt to identify existing needs and insure that they are met by whatever internal or external resources are available.

C. Inter-Departmental Training: In-service workshops, conferences, and seminars which are inter-departmental in scope are the responsibility of the Personnel Director.

Section 3. Attendance at Training Events

The attendance of employees at training events, internal or external, is the prerogative of each supervisor, if the event occurs within an employee's schedule work shift. Should the Division Director ascertain that the training opportunity (eg, formal education, in-service, Parent Committee Training), is essential to benefiting the division of Tribe, then he may override the decision of the Supervisor/Department Head.

Section 4. Training and Education Expenses

A. The cost of in-service training and other educational expenses is programmed according to the type of training, the costs, and the locations. In general, employee training and the scheduling of such training is the responsibility of the Supervisor in concurrence with the Personnel Director.

B. All training expenditure, excluding Personnel Department sponsored training events, will be charged to the requesting program budget.

Section 5. Tuition Reimbursement

It will be the policy of the Ute Mountain Ute Tribe too support the continued growth and development of employees. Employees will be reimbursed for tuition expenses provided:

A. Meets Program Director's approval.

B. Course work is closely related to employee's work assignments.

C. Only regular tuition fees will be reimbursed. Late fees, textbooks, supplies, etc., are the responsibility of the employee.

D. The anticipated expenses are covered by the employee's program budget.

E. The employee is willing to sign a contract indicating that should he discontinue participation in the training program prior to completion, without a legitimate cause, that he will reimburse the cost of tuition to the program.

F. A grade of "C" or better must be maintained in those course which provide grades and acceptable performance must be maintained in ungraded courses before reimbursement will be made.

GENERAL PROVISION
MANUAL RESPONSIBILITY & MAINTENANCE
PERSONNEL COMMITTEE MEMBERSHIP

CHAPTER 17

GENERAL PROVISIONS

Section 1. Personnel Records

The Personnel Department will maintain the official personnel files for all Tribal employees. Departments and divisions may maintain such working files as are necessary for day-to-day administration.

Unless otherwise provided by law, personnel files and information will be confidential and may not be used or divulged for purposes unconnected with the Personnel Department or management system except with the permission of the employees involved. Impersonal statistical information may be released.

Section 2. Board or Committee Members

Employees will not be involved in an official status in a committee for the Ute Mountain Ute Community if they are directly involved in policy making decisions or their positions are funded from the same program.

Section 3. Veterans Preference

Veterans of military service who can prove a discharge other than dishonorable will be given preference and hired at the discretion of the Personnel Selection Committee providing they meet the minimum qualifications of the position.

CHAPTER 18

MANUAL RESPONSIBILITY & MAINTENANCE

Section 1. Responsibility

The Personnel Director will be the manual custodian and will maintain the master copy of the Ute Mountain Ute Tribal Personnel Policies and Procedures Manual.

The Personnel Director will coordinate all revisions and additions to the manual. The Director also will maintain a master list of all persons or offices to whom manuals have been issued. The Director also will ensure prompt receipt of all revisions and additions to the manual for all persons or offices having copies of the manual.

It will be the responsibility of the Personnel Committee to make decisions regarding interpretation and application of policies and procedures dealt with in the manual. Any disagreements regarding such policies or procedures that cannot be satisfactorily resolved by the Committee may be presented to the Executive Director. If the Executive Director can not find a suitable remedy, then the final resolution will be sought from the Grievance Committee.

Section 2. Procedures for Revision

All revisions and/or additions to the manual will be authorized by the Tribal Chairman with acknowledgement and approval of the Tribal Council. The Personnel Committee is responsible for receiving and reviewing changes as recommended. The Committee will submit recommendations for modification to the Tribal Council for approval.

The signed revisions and/or additions will be kept in the master copy file. Approved revisions in standard manual format will be reproduced from the originals and copies will be distributed to all current holders of the manual. Each copy of the revision will carry instructions for removing outdated pages from the manual and inserting the revised pages. Each transmittal memo is to be retained in the back of each manual as a record of the revisions.

The Personnel Director will maintain in the master copy file:

- A. One copy of the minutes of every committee meeting in which manual revisions and/or additions were discussed.
- B. The master copy of every sheet removed from the manual during a manual revision.
- C. The master copy of the instructions for each manual revision.
- D. A list of all persons and/or offices to whom revised sheets were distributed and the date distributed for each revision.
- E. Any other material related to manual revision.

CHAPTER 19

GRIEVANCE COMMITTEE MEMBERSHIP

Grievance Committee

1. Superintendent or designee.
2. Director of Health facility or designee.
3. One (1) Division/Department Head.

Selection Committee

1. Personnel Officer.
2. Department Head.
3. Another person from same job classification.

Personnel Committee

1. Executive Director.
2. Personnel Director.
3. Education & Training Division Director.
4. And two (2) non-supervisory Native American employees to be selected by the first three (3).

APPENDIX

Personnel Violation List.....	AA---AA-4
Tribal Troubled Employee Program.....	BB---BB-2
Ute Mountain Ute Wage & Salary Schedule.....	CC--C-1
Tribal Organization Structure.....	DD--DD-2
Ute Mountain Tribal Constitution and Bylaws.....	EE---EE-7

UTE MOUNTAIN UTE
TRIBAL TROUBLED EMPLOYEE PROGRAM

APPENDIX B

UTE MOUNTAIN UTE TRIBAL TROUBLED EMPLOYEE PROGRAM

The following policy and procedures will become effective immediately:

POLICY

1. Alcoholism is an illness which is treatable; drug abuse is a treatable health problem; and adjustment reaction is treatable situational problem.
2. Alcoholism is defined as an illness in which consumption of an alcoholic beverages repeatedly interfered with an employee's job performance and/or employee job performance and/or health is impaired as a direct consequence of the use of drug(s); adjustment reaction is defined as a situational problem in which the employee's job performance and/or health is disrupted psychologically, physiologically, sociologically, or economically.
3. The purpose of this policy is to assure that employees with any of these problems gain equal and careful consideration and offer of services that they would receive for any other problem, providing the person affected accepts prescribed treatment. This will include sick leave, annual leave without pay (LOOP), and insurance benefit during the treatment phase of rehabilitation.
4. The Ute Mountain Tribal Program Policy is to not accept the social stigma after associated with alcoholism, drug abuse, and adjustment reaction Realistic acceptance of any problem as a job performance of any problem as a job performance decurrent and/or health problem will encourage employees to seek treatment.
5. While counseling is open to any employee who may have a problem with alcohol, drug(s) and/or adjustment reaction, the Ute Mountain Ute Tribe will take the initiative only when job performance is impaired. Social drinking, drug usage, neglect to recognize adjustment problem(s), remains the employee;s responsibility. Significant person(s) to the employee will be included in counseling processes.
6. In carrying out this policy, the supervisor will insure that neither job security nor promotional opportunity are jeopardized for an employee by the employee's request for help with an alcoholism, drug abuse, and/or adjustment reaction problem(s).
7. A supervisor is nor expected to render judgment as to whether or not an employee is an alcoholic, drug addict, or a self-neglect individual. If a problem is suspected, the supervisor refers the employee to the Troubled Employee Program for diagnosis and referral for treatment.
8. No employee is forced to accept treatment. If an employee refuses to accept diagnosis and treatment, or if and employee's job performance will then be the determinant in his or her continued employment within the Ute Mountain Ute Tribal
9. A person concerned about alcoholism, drug abuse, or adjustment reaction to seek diagnosis, and, where indicated, to accept and

complete treatment.

10. Medical and other records of employees concerning alcoholism, drug abuse, or adjustment reaction will be safeguarded in the same confidential manner as all other medical records.

11. No special regulations, privies, or exemptions from standard administrative practices applicable to job performance are implied by this policy. However, the Ute Mountain Ute Tribe will not condone employee drug activity which is contrary to law. When management has good reason to believe criminal conduct is direct towards or potentially harmful to other individuals or the property of others, management's first obligation is to those persons or work environment, including properties, and then to the employee involved.

12. An employee terminated for unacceptable job performance as a consequence of failure to accept or respond to treatment may be considered for re-employment if the personal problem(s) has been arrested and the action is in compliance with the table of penalties.

PROCEDURES

1. Because the troubled employee interprets management's acceptance of the employee's work record as tangible evidence that the employee's problem must still be within acceptable limits, it is extremely important that as soon as sub-standard or deteriorating job performance is indicated (but well before the situation has declined to the point of probation, suspension, or termination), that the supervisor discuss the problem(s) with the employee.

2. At the end of the discussion, the supervisor should inform the employee that if the decline in job performance is caused by a personal problem, an employee may wish to seek the counseling and diagnostic services the Tribal Alcoholism Program offers. The supervisor also should assure the employee that such action will be held in strict confidence. Supervisors should reflect in a memo for the record that performance was discussed and the employee was encouraged to avail themselves of counseling available through the Tribal Troubled Employee Program.

3. If, after a reasonable time, the employee refuse the Tribe's help and if an employee may be given the choice of either accepting the assistance available or accepting the consequences of his or her poor job performance.

4. If an employee is willing to accept the Tribe's help, he/she is referred to the Troubled Employee Specialist (The Tribal Alcoholism Director) for diagnosis.

5. If the diagnosis does not indicated referral treatment but the employee's poor performance seems to result from other personal problem(s), counseling will be offered. Cases not involving personal problems will be referred back to the supervisor.

6. If the diagnosis indicates alcoholism drug abuse, or adjustment reaction, the employee will be assigned to the Troubled Employee Specialist for counseling. Together, they will tailor a course of rehabilitation suited to the individual and his/her problem. It may be recommended that he employee:

A. Obtain treatment for physical problem- (alcoholism: detoxification, liver damage, dehydration, etc.; drug abuse detoxification, toxic psychosis, confusions, etc.; adjustment reaction: physical check-up)

B. Enroll in self-education courses at a facility that provides instruction/treatment in the problem; and/or

C. Engage in continuing supportive therapy such as that available from psychiatry, psychology, Alcoholics Anonymous, Drug Addicts Anonymous, financial agencies, or other group therapy.

The counselor will aid the employee in locating the help necessary to launch him/her on a rehabilitation program and will see the employee has the continued support necessary to maintain sobriety, abstinence, and self-improvement.

7. If the employee relapses and his/her job performance therefore suffers, and appropriate disciplinary action- reprimand and/or suspension, depending upon the severity of the employee's situation - may then be taken. The suspension must be uniformly and consistently applied. A second relapse and subsequent poor job performance will lead to more severe adverse action (i.e., a 30-day suspension or termination). During the course of the disciplinary period, the counselor will continue to assist the employee.

8. The length of sobriety, abstinence, or self-improvement and the level of job performance between relapses determines just what the following treatment phase should be; however, this judgment should insure that the best interests of both employer and employee are served. Hopefully, the employee's job is the meaningful incentive that will motivate the employee toward rehabilitation.

9. If the employee does not accept the value of his or her job or does not respond to rehabilitation and the job performance problem persists, appropriate adverse action most probably leading to the employee's termination will be initiated by management.

10. The Tribal Personnel Committee will be responsible for implementing and revising the Tribal Troubled Employee Program.

APPENDIX D

Organization Structure:

The Tribal Chairman is the chief Administrative Officer of the Ute Mountain Ute Tribe. The Ute Mountain Tribal Organization structure

is illustrated on the attached tribal organization chart.

Revisions of the organization structure must be recommended by the Executive Director and approved by the Tribal Chairman.

APPENDIX E

UNITED STATES DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

Constitution and Bylaws of the

UTE MOUNTAIN TRIBE OF THE UTE MOUNTAIN RESERVATION COLORADO, NEW MEXICO, UTAH

APPROVED JUNE 6, 1940

Constitution and Bylaws

CONSTITUTION AND BYLAWS OF THE UTE MOUNTAIN TRIBE OF THE UTE MOUNTAIN RESERVATION IN COLORADO, NEW MEXICO, UTAH

Preamble

We, the people of the Ute Mountain Tribe, of the Ute Mountain Reservation, in Colorado, New Mexico and Utah, under the jurisdiction of the Consolidated Ute Agency, Ignacio, Colorado, in order to exercise the rights of self-government, to administer our tribal affairs, to preserve, develop and increase our tribal resources, do ordain and establish this Constitution.

Article I-Jurisdiction

The jurisdiction of the Ute Mountain Ute Tribe of the Ute Mountain Reservation through its General Council, the Ute Mountain Tribal Council, and its Court, shall extend to the lands now included within the

Article II-Membership

Section !. The membership of the Ute Mountain Tribe of the Ute Mountain Reservation shall consist of the following:

(a) All persons of Ute Indian blood duly enrolled on the 1939 census of the Ute Mountain Reservation: Provided, That within two years from the adoption and approval of this Constitution and Bylaws additions and changes may be made by the Council, subject to the approval of the Secretary of the Interior.

(b) And all children born to any member if such children shall be of one-half or more degree of Ute Indian blood.

Section 2. The Council shall have the power to pass ordinance,s, subject to the approval of the Secretary of the Interior, covering future membership.

Article III-Governing Body

Section 1. The governing body of the Ute Mountain Tribe of the Ute Mountain Reservation, which includes Allen Canyon, shall be known as the "Ute Mountain Tribal Council."

Section 2. The Council shall be composed of seven members on e of whom shall be elected annually by the members of the Allen Canyon (Utah) Community. The Council when it meets after each annual election, shall choose from its membership: a chairman, a secretary-custodian, a treasurer, and such other officers and committees as may be deemed necessary.

Section 3. The Council shall have the power to district the reservation and to apportion representation, subject to a referendum of the people, whenever such action is deemed advisable by the Council.

Section 4. Members of the Council shall be at least twenty-five years of age, and permanent residents of the reservation. No person who has been convicted of a felony shall be eligible for membership on the Council.

Section 5. The first election of the Council shall be held within sixty days after the adoption and approval of this Constitution; and thereafter, the annual election shall be held on the second Friday in October. The councilmen elected at this first meeting shall serve until the first annual election in 1941.

Section 6. At the first annual election after the adoption of this Constitution, the members for the Towaoc Community, shall meet and elect two members of the Council for one year; two members for two years; and two members for three years; thereafter, two members shall be elected annually, by the Towaoc Community for a three-year period. The Allen Canyon Community shall meet and elect their councilman as provided for in Sections 2 and 5 of this Article.

Section 7. Any councilman who may resign, die, or be removed from his office, shall be replaced only at a regular election or at a special election called by the Council. Any councilman convicted of a felony or misdemeanor involving dishonesty in a Federal, State or Indian Court may be removed from office by two-thirds vote of the Council.

Section 8. Members of the Council Shall take office on the first Friday of the first month after their election.

Article IV-Nominations and Elections

Section 1. Any resident member, male or female, 18 years of age or over, and otherwise qualified, shall be entitled to vote at any

election.

Section 2. All elections shall be announced by the Superintendent or by an officer of the Tribe designated by the Council, through a circular letter to the Ute Mountain Indians at least ten days before the election.

Section 3. Candidates for election to the Council shall be nominated at and appear before General Councils to be held at Ute Mountain Sub-agency and Allen Canyon. They shall then be seated, after which voting shall take place. Voting shall be by secret ballot.

Section 4. Notice of special elections shall be given in the same manner as that for general or regular elections.

Article V-Powers of the Council

Section 1. The Council of the Ute Mountain Tribe shall exercise the following powers:

- (a) To negotiate with Federal, State and local governments.
- (b) To prevent the sale, disposition, lease or encumbrance of tribal lands, interests in lands, or other tribal assets, without the consent of the Tribe. Leases shall be made by the Council, subject to the approval of the Secretary of the Interior, in accordance with the existing law, but no lease shall be made to a nonmember of the Tribe unless it has been approved by and authorized by the Council.
- (c) To advise the Secretary of the Interior with regard to all appropriation estimates of Federal projects for the benefit of the Ute Mountain Tribe of the Ute Mountain Reservation prior to the submission of such estimates to the Bureau of the Budget and to Congress.
- (d) To select subordinate boards, tribal officials and employees of the Council not otherwise provided for in this Constitution and to prescribe their tenure and duties.
- (e) To promulgate ordinances regulating the domestic relations of members of the Tribe.
- (f) To make rules and regulations governing its own procedure.
- (g) To approve or veto expenditures from tribal funds which may be proposed by the Secretary of the Interior.
- (h) To manage the tribal herds, particularly with regard to the selling of steers, lambs, wools, the purchasing of fresh stock, the distribution of the increase to the members as individual cattle and sheep owners and the protection of the herds and the range against encroachments.

(i) To employ legal counsel for the protection and advancement for the Ute Mountain Tribe of the Ute Mountain Reservation, the choice of counsel and the fixing of fees to be subject to the approval of the Secretary for the Interior.

(j) To pass ordinances, subject to review by the Secretary of the Interior covering the activities of voluntary associations consisting of members of the Tribe organized for the purpose of cooperation or for other purposes, and to enforce the observance of such ordinances.

(k) To provide by ordinance, subject to review by the Secretary of the Interior for the removal or exclusion from the reservation of any non-members whose presence may be injurious to members of the Tribe.

(l) To provide by ordinance, subject to review by the Secretary of the Interior, for the appointment of guardians for minors and mental incompetents.

(m) To prescribe rules for the inheritance of property other than allotted lands.

(n) To regulate the conduct of members of the Tribe and to protect the public peace, safety, morals and welfare of the reservation through the promulgation and enforcement of ordinances, subject to review by the Secretary of the Interior, to effectuate these purposes.

(o) To appropriate funds for salaries of tribal officers and for public purposes from available funds of the Tribe.

(p) To regulate by ordinance, subject to review by the Secretary of the Interior, non-members doing business on the reservation.

Section 2. The Council may exercise such further powers as may be delegated to the Ute Mountain Tribe by the Secretary of the Interior or any other qualified official or agency of government and may exercise any rights and powers heretofore vested in the Ute Mountain Tribe of the Ute Mountain Reservation but not expressly referred to in this Constitution.

Section 3. Manner of Review. Any resolution or ordinance which by the terms of this Constitution is subject to review by the Secretary of the Interior, shall be presented to the Superintendent of the reservation, who shall, within two weeks thereafter, approve or disapprove the same. If he approve and ordinance or resolution, it shall thereupon become effective, but the Superintendent shall transmit a copy of the same, bearing his endorsement to the Secretary of the Interior, who may, within 90 days from the date of enactment, rescind the said ordinance or resolution for any cause by notifying the Tribal Council of his action. If the Superintendent refuses to approve any ordinance or resolution submitted to him within two weeks after its enactment, he shall advise the Tribal Council of his reasons. The Tribal Council may by a majority vote refer the ordinance or

resolution to the Secretary of the Interior who may within 90 days from its enactment, approve the same in writing, whereupon the said ordinance or resolution shall become effective.

Article VI- General Council

The General Council, consisting of all the voters of the Ute Mountain Tribe of the Ute Mountain Reservation, shall assemble at such times as the Council shall call them together for the discussion of matters relating to the public welfare. A General Council may be called upon a petition signed by a majority of the qualified voters of the Reservation.

Article VII - Land

The reservation land now unallotted shall remain tribal property and shall not be allotted to individuals in severalty, but assignment of land for private use may be made by the Tribal Council in conformity with ordinances which may be adopted on this subject and approved by the Secretary of the Interior.

Article VIII - Referendum

By a Majority vote of the Council, or upon a petition signed by at least 25 percent of the voters of the Ute Mountain Reservation, any proposed or enacted ordinance or resolution of the Tribal Council shall be submitted to an election of the Tribe. A majority of those voting shall determine the validity of such ordinance or resolution. No ordinance or resolution submitted to referendum shall be in effect until approved in the referendum.

Article IX - Amendments

Amendments to this Constitution may be proposed by a majority vote of the Tribal Council, and may be ratified and approved in the same manner as this Constitution and Bylaws.

BYLAWS OF THE UTE MOUNTAIN TRIBE OF THE UTE MOUNTAIN RESERVATION-COLORADO, NEW MEXICO, UTAH

Article I - Meetings of the Tribal Council

Section 1. At the first meeting of the Council after a regular election, the Council shall see that its members have a correct and clear understanding of the Constitution and Bylaws, and of the general management of the tribal and reservation affairs as well as of the rules for the conduct of its own business.

Section 2. The regular meetings of the Council shall be held on a date decided on at a previous meeting of the Council, but meetings shall be held once a month at the Ute Mountain Sub-Agency, or other designated places.

Section 3. Special meetings of the Tribal Council may be called by

the Chairman or by request of two or more members of the Council. Notice of such special meetings shall be given to every member of the Council and to the Superintendent or person in charge of the Sub-Agency as promptly as possible.

Section 4. Matter of business before the Council shall be decided by a majority vote of the quorum present. Five member of the Tribal Council must be present at any regular or special meeting in order to transact tribal business. In the absence of the chairman, the remaining members of the Council; may be elect a temporary chairman.

Article II - Duties of Officers

Section 1. The Chairman of the Council shall preside over all meetings of the Council, shall perform the duties of a chairman and exercise any authority given to him by the Council or by a General Council of the Tribe. He shall vote only in case of a tie.

Section 2. The Secretary-Custodian shall be chosen by the Council from among its members of there is among them a person able to perform such duties; otherwise the Council may elect a Secretary-Custodian from the outside. If chosen from outside the Council, the Secretary-Custodian shall have no vote. If a Council member is able to perform common secretarial duties but not to conduct more difficult secretarial business, he may have a competent assistant from outside the Council. As long as the Federal Government gives help in health and educational service, A Superintendent, and other advisory officials, it may be represented at the Council meetings by a delegate without vote, and such delegate may be selected by the Council to serve as Secretary. To such a secretary, or other employee of the United States Government, selected by the Council, shall be entrusted for the time heretofore referred to, the safe-keeping of all valuable papers and records of the Council and the Tribe, such papers to be kept in the agency office and be accessible to the Council chairman and other authorized persons.

Sections 3. The Council Treasurer shall be the custodian of all monies which may come under the jurisdiction or into the control of the Council. He shall pay out money in accordance with the orders and resolutions of the Council. He shall keep account of all receipts and disbursements and shall report the same to the Council at each regular meeting. He shall be bonded in such amount as the Council may be resolution, approved by the Commissioner of Indian Affairs, provide. The books of the Council treasurer shall be subject to audit or inspection at the direction of the Council or the Commissioner of Indian Affairs. Until the Treasurer is bonded, the Council may make such provision for the custody and disbursement of funds as shall guarantee their safety and proper disbursement and use.

Article III - Adoption of Constitution and ByLaws

This Constitution and ByLaws, when adopted by a majority vote of the qualified voters of the Ute Mountain Tribe of the Ute Mountain Reservation, voting at a special election called by the Secretary

of the Interior in which at least thirty percent of those entitled to vote shall vote, shall be submitted to the Secretary of the Interior for his approval and shall be in force from the date of such approval.

CERTIFICATION OF ADOPTION

CERTIFICATION OF ADOPTION

Pursuant to an order, approved April 9, 1940, by the Assistant Secretary of the Interior, the attached Constitution and ByLaws was submitted for ratification to the members of the Ute Mountain Ute Tribe of the Ute Mountain Reservation and was on May 8, 1940, duly adopted by a vote of 91 for, and 12 against, in an election in which more than 30 percent of those entitled to vote cast their ballots in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935, (49 Stat. 378).

EMMA SOUTH BEECHER,
CHAIRMAN, ELECTION BOARD

LEWIS E. WING,
SECRETARY, ELECTION BOARD
JACK HIGHT, JUDGE

S.F. STACHER,
Superintendent Consolidated Ute Agency

I, Oscar L. Chapman, the Assistant Secretary of the Interior of the United States of America, by virtue of the authority granted me by the Act of June 18, 1934 (48 Stat. 984), as amended, do hereby approve the attached Constitution and Bylaws of the Ute Mountain Tribe of the Ute Mountain Reservation.

All rules and regulations heretofore promulgated by the Interior Department or by the Office of Indian Affairs, so far as they may be incompatible with any of the provisions of the said constitution and bylaws are hereby declared inapplicable to the members of the Ute Mountain Tribe of the Ute Mountain Reservation.

All officers and employees of the Interior Department are ordered to abide by the provisions of the said constitution and bylaws .

Approval recommended May 23, 1940.
WILLIAM ZIMMERMAN, JR.
Assistant Commissioner of Indian Affairs.
Oscar L. Chapman
Assistant Secretary

Washington D.C., June 6, 1940

AMENDMENT TO THE CONSTITUTION AND BYLAWS OF THE UTE MOUNTAIN TRIBE
OF THE UTE MOUNTAIN RESERVATION COLORADO, NEW MEXICO, UTAH

AMENDMENT I

Article V, Section 1 (o) of the Constitution of the Ute Mountain Tribe shall be amended to read as follow:

(a) To appropriate available funds of the Tribe for salaries and expenses of Tribal officers fund for public purposes, including expenses of tribal officers and for public purposes, including relief of members of the Tribe, contributions to charity, and per capita payments to recognized members of the Tribe; Provided, that the amount distributed per capita in any one year shall not exceed one-half of the unreserved accumulated net operating profits from tribal enterprise without prior approval of the Secretary of the Interior.

CERTIFICATION OF ADOPTION

Pursuant to an order approved December 1, 1949, by the Assistant Secretary of the Interior, the attached Amendment I to the Constitution and Bylaws of the Ute Mountain Tribe, Colorado, New Mexico and Utah was submitted for ratification to the Indians of the Ute Mountain Reservation and was on January 3, 1950, duly adopted by a vote of 69 for, and 0 against, in an election in which over thirty percent of those entitled to vote cast their ballots, in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378).

GEORGE MILLS,
Chairman, Ute Mountain Tribal Council

MARK D. BOYKO,
Secretary, Ute Mountain Tribal Council

FLOYD E. MacSPADDEN,
Superintendent, Consolidated Ute Agency

APPROVAL

I, William F. Warne, Assistant Secretary of the Interior of the United States of America, by virtue of the authority granted me by the Act of June 18, 1934 (48 Stat. 984), as amended, do hereby approve the attached Amendment I, amending the Constitution of the Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico and Utah. Approval recommended: Feb. 6, 1950

JOHN R. NICHOLS,
Commissioner of Indian Affairs.

WILLIAM E. WARNE,
Assistant Secretary of the Interior

Washington, D.C.

CONSTITUTION AND BYLAWS
APPROVAL

CONSTITUTION AND BYLAWS OF THE UTE MOUNTAIN TRIBE OF THE UTE MOUNTAIN
RESERVATION COLORADO, NEW MEXICO, UTAH

AMENDMENT II

Article IV, Section 1 of the Constitution of the Ute Mountain Tribe
shall be amended to read as follow:

"Any resident member 18 years of age or over, and otherwise qualified,
shall be entitled to vote at any election."

Article IV, Section 3 shall be amended to read as follows:

To change the last sentence to read "Voting shall be by secret ballot."

APPROVAL

I, Ronald L. Esquerra, Area Director, Albuquerque Area Office, by
virtue for the delegated authority granted to me and the requirements
of the Act of June 18, 1934 (48 Stat. 984), as amended, do hereby
approve the attached Amendment II, amending the Constitution of the
Ute Mountain Ute Tribe of the Ute Mountain Reservation, Colorado,
New Mexico and Utah.

Ronald L. Esquerra
Area Director

Albuquerque, New Mexico
Date: October 7, 1976