

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---Second Year 2016

AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT; CERTIFYING THE FORT
DEFIANCE CHAPTER'S FIVE MANAGEMENT SYSTEM POLICIES AND
PROCEDURES

BE IT ENACTED:

Section One. Findings

A. The Resources and Development Committee, pursuant to 2 N.N.C. §501(B)(2)(d), 26 N.N.C. §102 and CO-45-12 Section 5(B), upon recommendation by the Auditor General's office, shall certify a chapter's Five Management System policies and procedures.

B. The Auditor General's office has recommended certification of Fort Defiance Chapter's Five Management System policies and procedures. Attached as Exhibit A is the Office of the Auditor General's memorandum recommending governance certification of Fort Defiance Chapter.

C. The Navajo Nation hereby finds that the Fort Defiance Chapter's Five Management System Policies and Procedures adopted by resolution of the Fort Defiance Chapter appear sufficient, if properly administered, to provide accountability in the five management areas of accounting, procurement, record keeping, personnel and property management, consistent with the Local Governance Act, 26 N.N.C. §101, et seq.

Section Two. Certification

The Navajo Nation hereby certifies the Fort Defiance Chapter's Five Management System Policies and Procedures, attached as Exhibit B.

Section Three. Office of the Auditor General Directed to Conduct Review.

The Navajo Nation hereby directs the Office of the Auditor General to conduct a review of Fort Defiance Chapter within one year of the date of passage of this resolution and to provide a written report to the Resources and Development Committee regarding the manner in which the Fort Defiance Chapter is operating pursuant to the governance certified five management system policies and procedures.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Fort Defiance Chapter, Fort Defiance, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 15th day of January, 2016.



Walter Phelps, Pro Tem Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council

Motion: Honorable Leonard Pete
Second: Honorable Benjamin Bennett

LEGISLATIVE SUMMARY SHEET

Tracking No. 0407-15

DATE: December 7, 2015

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION;
AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; CERTIFYING THE
FORT DEFIANCE CHAPTER'S FIVE MANAGEMENT SYSTEM POLICIES AND
PROCEDURES

PURPOSE: Approving and Certifying the Fort Defiance Chapter's Five Management System Policies and Procedures. The Navajo Nation's Auditor General has recommended the certification.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: leaving
Website Posting Time/Date: _____
Posting End Date: 12/22/2015
Eligible for Action: 12/23/2015

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL -- First Year, 2015

INTRODUCED BY



(Sponsor)

TRACKING NO. 0407-15

AN ACTION

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DEFIANCE CHAPTER'S FIVE MANAGEMENT SYSTEM POLICIES AND
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1
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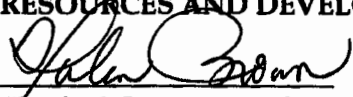


Elizabeth O. Begay, CIA, CFE
Auditor General

M-E-M-O-R-A-N-D-U-M

Audit Report No. 16-01

TO : Chairperson and Members
RESOURCES AND DEVELOPMENT COMMITTEE

FROM : 
for Elizabeth Begay, CIA, CFE
Auditor General
OFFICE OF THE AUDITOR GENERAL

DATE : October 22, 2015

SUBJECT : Recommending governance certification of the Fort Defiance Chapter
within the meaning of 26 N.N.C. Section 102

Scope, Objectives and Methodology:

The Office of the Auditor General, in conjunction with REDW LLC, Certified Public Accountants have reviewed the Fort Defiance Chapter's Five Management System for the three month period ending July 31, 2015. The purpose of the review was to determine whether Fort Defiance Chapter (Chapter) has met the objectives of a five management system, as defined by 26 Navajo Nation Code (N.N.C.), the Local Governance Act.

The review included obtaining an understanding of the internal control policies and procedures established by the Chapter's Five Management System, evaluating the design effectiveness of the internal control procedures, determining whether such procedures have been placed in operation and other procedures we consider necessary to form a conclusion on whether the Chapter has met the objectives of a five management system.

The Navajo Nation Local Governance Act, 26 N.N.C., defines a five management system to include accounting, procurement, record keeping, personnel, and property management. During our review, we evaluated Fort Defiance Chapter's achievement of its Five Management System objectives in the areas of financial reporting, safeguarding of assets and compliance with laws and regulations. Our review did not include an evaluation of Fort Defiance Chapter's operational effectiveness and efficiency beyond the five management system. Consequently, we provide no conclusion regarding the effectiveness and efficiency of the overall Chapter operations.

Background:

26 N.N.C. §101 requires chapter management to establish a five management system that provides reasonable assurance that:

- Financial transactions are authorized, valid and properly recorded to permit the preparation of basic financial statements and other financial reports.
- Assets are safeguarded against loss from unauthorized disposition or use.
- Chapter activities in the areas addressed by its five management system comply with applicable laws and regulations.

Review Results:

The review noted no material weaknesses involving the Fort Defiance Chapter Five Management System and its operation. A material weakness is defined as a condition in which the design or operation of one or more management control does not reduce to a relatively low level the risk that errors or fraud in amounts that would be material may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. Auditing standards require us to note that an examination of this type does not necessarily disclose all matters in internal control that might be material weaknesses.

Accounting System:

Fort Defiance Chapter's financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. We conclude that the Chapter's financial reporting is reliable and accurate for the purpose of the Chapter's current operations.

Conclusion:

Fort Defiance Chapter Five Management System provides reasonable assurance that financial reporting is reliable and accurate, assets are safeguarded from loss and applicable laws and regulations are complied with. Therefore, we recommend that the Resources and Development Committee approve Fort Defiance Chapter for governance certification within the meaning of 26 N.N.C. §102.

Limitations of a Five Management System:

Although we conclude that Fort Defiance Chapter currently has an adequate five management system for financial reporting, safeguarding of assets or compliance with laws and regulations, we must note that any control system can only provide reasonable, not absolute, assurance that the Chapter will achieve its management system objectives. No control system can prevent all problems. In addition, the effectiveness of a control system changes over time.

Maintaining an adequate five management system designed to fulfill control objectives is the responsibility of Fort Defiance Chapter management. Because of inherent limitations in internal control, errors or fraud may nevertheless occur and not be detected. Also, controls that are effective now may later become deficient because of the performance of those responsible for applying them. Finally, future changes in the Chapter organization may reduce the effectiveness of the controls established by the Chapter's Five Management System.

This report is intended solely for the information and use by the Resources and Development Committee of the Navajo Nation Council, Fort Defiance Chapter and others within the Navajo Nation Government for the purpose of governance certification under the Local Governance Act. This report is not intended to be and should not be used by anyone other than these specified parties.

xc: Zondra J. Bitsuie, President
Lorraine W. Nelson, Vice President
Brenda Wauneka, Secretary/Treasurer
Tony K. Watchman, Community Services Coordinator
Benjamin Bennett, Council Delegate
FORT DEFIANCE CHAPTER
Shammie Begay, Legislative Advisor II
RESOURCES & DEVELOPMENT COMMITTEE
Chavez John, Acting Division Director
DIVISION OF COMMUNITY DEVELOPMENT
Chrono



Fort Defiance Chapter

FMS Manual



**THE NAVAJO NATION
FORT DEFIANCE CHAPTER**

P.O. Box 366 • Ft Defiance, Arizona 86504
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Zondra J. Bitsuie, President
Lorraine W. Nelson, Vice-President
Brenda Wauneka, Secretary/Treasurer
Herman Billie, Grazing Official
Roscoe Smith, Council Delegate

FDC-2013-12-15-08

BEN SHELLY
Navajo Nation President

REX LEE JIM
Navajo Nation Vice President

RESOLUTION OF THE FORT DEFIANCE CHAPTER
Ft. Defiance Agency District #18

Re-affirming the Approval of the Five Management System Policies (FMS) and Procedures under the Local Governance Act (LGA), Title 26 for Chapter Government Certification.

WHEREAS:

1. Pursuant to Title 26 N.N.C., Section 3 (A) the Fort Defiance Chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 11 N.N.C., part 1, section 10; and
2. Pursuant to Title 26 N.N.C., Section 1 (B) Fort Defiance Chapter is vested with the authority to review all matters affecting the community and to make appropriate corrections when necessary and make recommendations to the Navajo Nation and other local agencies for appropriate actions; and
3. Pursuant to Title 26, N.N.C. Local Governance Act (LGA) which directs local chapters to promote all matters that affect the local community members and to make appropriate decisions, recommendations, and advocate on their behalf; and
4. The Fort Defiance Chapter wishes to re-affirm the previous Acceptance and Approval of the FMS which was passed on the 27th day of June, 2007; and
4. The Fort Defiance Chapter has conducted two (2) Public Hearings held on June 09 and 18, 2007 pertaining to the FMS Policies and Procedures; Fiscal, Personnel, Procurement, Property, and Record Manuals as Amended; and
5. The FMS is a critical component for Chapter Certification and has demonstrated that it is ready for certification by exercising and utilizing the FMS to its fullest extent; and
6. The Fort Defiance Chapter is requesting for Chapter Certification from the Resource Development Committee (RDC).

NOW, THEREFORE, BE IT RESOLVED:

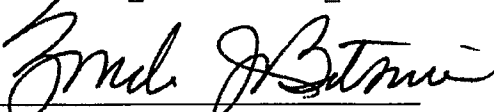
1. The Fort Defiance Chapter hereby re-affirms and approves the FMS Policies and Procedures under the Local Governance Act (LGA); Title 26 for Local Chapter Government Certification.

CERTIFICATION

WE, HEREBY CERTIFY that the foregoing resolution was duly considered by the Fort Defiance Chapter community meeting in Fort Defiance, Navajo Nation, Arizona at which registered Chapter voters was present and that the same was passed by a vote of 32 in Favor, 00 Opposed and 04 Abstained this 15th day of **December, 2013**.

MOTIONED BY: Jimmie Bitsuie

SECONDED BY: David Bryant



Zondra Bitsuie, Chapter President



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BEN SHELLY
Navajo Nation President

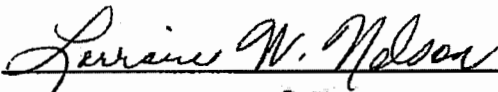
REX LEE JIM
Navajo Nation Vice President


Sworn Declaration or Affidavit of Fort Defiance Chapter

We, the elected officials of the Fort Defiance Chapter swear and affirm under oath that the Fort Defiance Chapter has adopted the Standard Five Management System as promulgated by the Navajo Nation Department of Justice as of June 07, 2010. We have not made any changes or alterations to the Standard Five Management System manuals as promulgated by the Navajo Nation Department of Justice as of June 7, 2010. We swear and affirm this with knowledge and understanding that criminal and civil legal penalties may result for false statements or material omissions related to this Declaration (or Affidavit).

Signed;

, President

, Vice President

, Secretary/Treasurer



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Roscoe Smith, Council Delegate

BEN SHELLY
Navajo Nation President

REX LEE JIM
Navajo Nation Vice President

23 December 2013

Elizabeth Begay, Acting Auditor General
Navajo Nation Office of the Auditor General
PO BOX 708
Window Rock, AZ 86515

Dear Mr. Begay,

The Fort Defiance Chapter has approved the Five Management System Policies and Procedures as required by the Local governance Act. Attached herein is a copy of the Chapter meeting minutes regarding the membership's adoption of the policies and procedures. The Chapter administration and officials have operated pursuant to the local policies for the past three months.

We believe that our Chapter's management policies and operations are ready for governance certification by the Resource Development Committee (RDC) of the Navajo Nation Council.

Please call the Fort defiance Chapter at (928) 729-4352 to schedule the date and time your office will conduct the review.

Sincerely,

A handwritten signature in cursive script, appearing to read "Zondra J. Bitsuie".

Fort Defiance Chapter President

**FORT DEFIANCE CHAPTER
FISCAL POLICIES AND PROCEDURES**

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FORT DEFIANCE CHAPTER FISCAL POLICIES AND PROCEDURES MANUAL

I. AUTHORIZATION

- A. Pursuant to 26 N.N.C. § 101 (A), the Fort Defiance Chapter is required to adopt and operate under a Five Management System to ensure fiscal accountability. The Fort Defiance Chapter shall also develop the Five Management Systems Policies and Procedures Manual consistent with applicable Navajo Nation law.
- B. Pursuant to Fort Defiance Chapter Resolution No. FDC-2013-12-15-08 the Fort Defiance Chapter Fiscal Policies and Procedures Manual is hereby approved and adopted.

II. PURPOSE AND SCOPE

- A. Principles:
The Fiscal Manual is a statement of policies and procedures which provides for planning, organizing, directing, and controlling the limited resources of the Fort Defiance Chapter. The Fiscal Manual will guide the Fort Defiance Chapter to achieve its desired mission, goals and objectives, and to ensure compliance with governmental requirements.
- B. Compliance:
The general principles of this policy are applicable to all employees, both regular status and temporary, of the Fort Defiance Chapter, including Fort Defiance Chapter Officials. The Fort Defiance Chapter Officials, Fort Defiance Chapter Manager, and Administrative Assistant will monitor the financial management system to ensure fiscal records are maintained and that this Policy is enforced.

III. APPLICABLE LAWS

The Fort Defiance Chapter shall comply with all applicable state, federal and Navajo Nation laws.

IV. ROLE OF THE FORT DEFIANCE CHAPTER OFFICIALS

- A. **The Fort Defiance Chapter President shall:**
 - 1. Work closely with the Vice-President and Secretary/Treasurer, to ensure that the Fort Defiance Chapter Administration is adequately meeting the Fort Defiance Chapter's directives and expending funds consistent with conditions set by the Navajo Nation Council and/or the Fort Defiance Chapter's annual budgetary objectives, and shall report to the Fort Defiance Chapter membership. 26 N.N.C § 1001 B (1) (j). The Fort Defiance Chapter

President shall ensure that any regulations, terms and conditions, assurances, and certification requirements of funding agencies other than the Navajo Nation are also met.

B. The Fort Defiance Chapter Vice-President shall:

1. In the event the Fort Defiance Chapter President is not available, assume the role of the Fort Defiance Chapter President and perform in that capacity.

C. The Secretary/Treasurer shall:

1. Monitor the maintenance of an adequate accounting system to ensure accountability of all funds and expenditures, and shall report to the Fort Defiance Chapter membership. 26 N.N.C. § 1001 (B) (3) (h).
2. Co-sign all checks along with the Fort Defiance Chapter Manager. In the event the Secretary/Treasurer is unavailable, the Fort Defiance Chapter President or Vice-President may co-sign checks. 26 N.N.C., § 1001 B (3) (l). Any such co-signature by the Fort Defiance Chapter President or Vice-President shall require a justification memorandum.
3. Consult with other Fort Defiance Chapter Officials to ensure that the administrative personnel prepare all financial reports and accounting records by fund source categories. The Secretary/Treasurer is responsible for providing all financial reports to the Fort Defiance Chapter membership at a duly called Fort Defiance Chapter Meeting. 26 N.N.C. § 1001 (B) (3) (I).

D. Fort Defiance Chapter Officials are prohibited from direct involvement in the management and operation of the Fort Defiance Chapter administration. 26 N.N.C. § 1001 (E).

E. Fort Defiance Chapter Officials are prohibited from conducting financial transactions three (3) months before or after the general election for Fort Defiance Chapter officials, *except* for general operation costs.

F. Fort Defiance Chapter Officials shall attend, upon taking the oath of office, a training session on Ethics in Government sponsored by the Ethics and Rules Office of the Navajo Nation. Fort Defiance Chapter Officials shall maintain a high standard of conduct in all Fort Defiance Chapter business consistent with Navajo law, including the Local Governance Act and the Navajo Nation Ethics in Government Law. Fort Defiance Chapter Officials are prohibited from rendering opinions, directions or decisions contrary to the sound practice of leadership or contrary to the best interest of the Fort Defiance Chapter. 26 N.N.C. § 1001 (I).

- G. Fort Defiance Chapter funds shall not be used for personal, business or other forms of loans. Per capita distribution of funds by the Fort Defiance Chapter is prohibited. 26 N.N.C. § 2003 (D).
- H. In accordance with the exception provided in 12 N.N.C. § 820 (N), funds appropriated to the Fort Defiance Chapter by the Navajo Nation Council shall not be subject to a lapse of appropriation at the end of the fiscal year provided that the Fort Defiance Chapter shall budget those funds in the subsequent fiscal year in accordance with the purposes and conditions originally set forth by the Navajo Nation Council in its appropriations.

V. ACCOUNTING SYSTEM REQUIREMENTS

A. Policy:

Standards for the Fort Defiance Chapter accounting system shall be the following:

1. The Fort Defiance Chapter's accounting system shall be on a cash-basis method of accounting; therefore, the Fort Defiance Chapter shall be deviating from the Generally Accepted Accounting Principles (GAAP) with respect to the basis of accounting.
2. The Fort Defiance Chapter shall have a records system capable of identifying the source and use of funds.
3. The Fort Defiance Chapter shall have a system of internal control procedures to ensure funds are used properly.
4. The Fort Defiance Chapter shall have a system for disclosing and reporting the financial position and results of the Fort Defiance Chapter operation on a monthly, quarterly and annual basis.
5. The Fort Defiance Chapter's financial activities shall be audited biennially.

B. Fund Accounting:

1. The accounts of the Fort Defiance Chapter shall be organized by funds and account groups, each of which will be considered a separate accounting entity for financial reporting purposes. Each fund will maintain a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, reserve and budgeted expenditures. The funds are governmental fund types and shall be grouped as a General Fund and a Special Revenue Fund(s).

2. The General Fund is the general operating fund of the Fort Defiance Chapter. It shall be used to account for all financial resources except those required to be accounted for in another fund.
3. The Special Revenue Fund(s) is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

C. Fort Defiance Chapter will maintain the following funds, including but not limited to the following:

General Activities Fund	Scholarship Fund
Local Governance Act Fund	Housing Discretionary Fund
Stipend Fund	Maintenance/Utilities Fund
Public Employment Project Fund	Emergency Fund
Land Claims Trust Fund	Student Employment Fund
Veterans Fund	Sales Tax Revenue

D. Financial Accounting Records:

1. The Fort Defiance Chapter's accounting system consists of accounting records and procedures, which allow the Fort Defiance Chapter to identify, assemble, analyze, classify, record and summarize its financial transactions and report on its financial position and results of operation.
2. The primary objectives of the Fort Defiance Chapter's accounting system are to provide reliable and consistent financial information on a timely basis, safeguard the Fort Defiance Chapter's assets, and to provide reasonable assurance that the Fort Defiance Chapter complies with all applicable laws and regulations.
3. The Fort Defiance Chapter's accounting records provide the documentary support for account balances and must be properly maintained to provide fiscal accountability for the Fort Defiance Chapter. Accounting records include source documents, journals, registers, ledgers and other supplementary records.
4. The Fort Defiance Chapter will maintain all accounting records in accordance with the Fort Defiance Chapter Records Management Policy and Procedures Manual.

VI. FORT DEFIANCE CHAPTER OPERATING BUDGET

- A. It shall be the Fort Defiance Chapter's policy that no expenditure of Fort Defiance Chapter funds shall be made without an approved annual budget and that no

expenditures shall exceed the budgeted amounts without prior approval by the Fort Defiance Chapter voting members.

Any person, agent or Fort Defiance Chapter official misappropriating or misusing Fort Defiance Chapter funds or property shall be subject to prosecution under the applicable laws of the Navajo Nation, and, if appropriate, under the laws of the federal government.

B. The Fort Defiance Chapter Fiscal Year shall begin October 01 and shall end September 30 of each calendar year.

C. **Budget Preparation and Procedures:**

1. Upon notification of the Fort Defiance Chapter's base allocation from the Navajo Nation, the Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, shall review and follow the budget instruction manual of the Navajo Nation Office of Management and Budget (OMB) when formulating the annual budget.
2. The Fort Defiance Chapter Manager and officials will formulate a proposed budget using the Navajo Nation OMB budget forms for all revenues the Fort Defiance Chapter will receive or generate and for all expenditures the Fort Defiance Chapter will make, including all Navajo Nation and non-Navajo Nation funds.
3. The proposed budget shall be based upon the goals and objectives established through budget hearings, which shall be held at least four (4) months before the end of the fiscal year (by June).
4. The Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, shall prepare a proposed budget and schedule a public meeting to obtain input on the proposed budget from the Fort Defiance Chapter membership (which may be a duly-called regular Fort Defiance Chapter Meeting).
5. At least two (2) months before the beginning of each fiscal year (by August), the Fort Defiance Chapter Manager and Fort Defiance Chapter Officials shall prepare, present and explain the Fort Defiance Chapter proposed annual budget to the Fort Defiance Chapter membership for discussion at a duly-called Fort Defiance Chapter Meeting.
6. The Fort Defiance Chapter membership shall vote to approve or disapprove the subsequent fiscal year's budget at a duly called regular Fort Defiance Chapter Meeting in September. This regular Fort Defiance Chapter Meeting will be publicly advertised at least (30) days in advance of said meeting by posting notices to inform the Fort Defiance Chapter

membership of the intent to discuss and approve the subsequent fiscal year's annual budget.

7. The approved Fort Defiance Chapter operating budget may also include funds other than Navajo Nation appropriated funds as well as carryover of the previous fiscal year's unexpended funds, except where the funding agency(s) does not permit the carryover of funds.
8. The Fort Defiance Chapter Manager shall notify the Fort Defiance Chapter Officials if any changes in the budget are necessary after the budget's adoption. At the next duly-called Planning meeting, the Fort Defiance Chapter Officials will discuss any proposed amendments or modifications to the budget.
9. The Fort Defiance Chapter Manager will present in full detail all proposed budget related documents for review by the Fort Defiance Chapter membership prior to approval of amendments. The proposed budget amendment(s) will be forwarded to the next scheduled Fort Defiance Chapter meeting for discussion and approval by the Fort Defiance Chapter membership.
10. All modifications or revisions during that fiscal year will be by budget transfers, and shall require Fort Defiance Chapter membership approval. The Fort Defiance Chapter Manager will prepare and present the request for budget transfers.
11. The Fort Defiance Chapter Manager will establish fund and subsidiary ledgers based on the Fort Defiance Chapter-adopted budget for each Fort Defiance Chapter fund. The Fort Defiance Chapter Manager will refer to these ledgers during the course of the fiscal year when reviewing expenditures, purchase requests, and transfers.

- D. The Administrative Assistant will maintain current records of all financial transactions at all times, including budget modifications or transfer(s) of funds.

VII. INTERNAL CONTROL POLICIES AND PROCEDURES

It is the policy of the Fort Defiance Chapter to establish internal controls to ensure its assets and resources are protected against waste, fraud, and inefficiency, and to ensure that accounting data are accurate, dependable and compliant with any regulations, terms and conditions, assurances, and certification requirements of funding agencies.

A. Cash Receipts:

1. Cash Receipts Control Policies:

- a. The Fort Defiance Chapter administrative staff will use a two-copy receipt form to record all cash received whether by check, money order, or currency. The cash receipt forms will be pre-numbered.
- b. All checks and money orders received shall be endorsed "for deposit only" immediately upon receipt.
- c. Cash receipts shall be deposited (if practical) on a weekly basis to the Fort Defiance Chapter's checking account.
- d. Cash receipts shall be adequately contained in a cash box and further safeguarded in a safe or locked file cabinet at all times, promptly recorded, and accurately classified.
- e. The handling of all cash receipts shall be segregated to ensure that no one employee (cash custodian) is in a position to solely collect, deposit, safeguard and reconcile all cash receipts.
- f. Cash receipts shall not be co-mingled with petty cash or be used as cash disbursements for any expenditures, including travel, salary advances, or personal loans.
- g. The Administrative Assistant shall be designated the custodian of cash receipts by Fort Defiance Chapter resolution.

2. Cash Receipt Control Procedures:

- a. Upon receipt by mail or other means, the Administrative Assistant shall record all cash received, whether check or currency, on a two-copy pre-numbered receipt form which shall be recorded in the cash receipt journal on a daily basis.
- b. The Administrative Assistant shall ensure all checks or money orders are immediately stamped with a restrictive endorsement.
- c. All cash receipts shall be recorded in ink on the cash receipt form daily, and which shall include the following: (1) the payer's name; (2) the purpose of the cash receipt; (3) the amount received, including check or money order numbers and the bank that the check is drawn on; (4) the date received; and (5) the initials and position of the person receiving the money. The Administrative Assistant will record all cash received in the cash receipts journal at the end of each day.

- d. The Administrative Assistant shall mail or give an original copy of the receipt form to the person or organization from which the money is received.
- e. The Administrative Assistant shall safeguard all un-deposited cash receipts in a locked cash box and safe at all times.
- f. The Administrative Assistant shall prepare the bank deposit slips and forward all cash receipts and restrictively endorsed checks, including the cash receipt book, cash log, and cash receipts journal to the Fort Defiance Chapter Manager for reconciliation.
- g. The Fort Defiance Chapter Manager shall ensure that the deposit amount reconciles with the total cash receipts in the cash receipts journal and shall initial the cash receipts journal to indicate the reconciliation was completed and shall resolve any variances.
- h. The Fort Defiance Chapter Manager shall deposit the monies into the Fort Defiance Chapter's bank account on a weekly basis or as practical. The Fort Defiance Chapter Manager shall deposit all monies within ten days of receipt.
- i. The Fort Defiance Chapter Manager shall obtain a deposit receipt and return the duplicate deposit receipt to the Administrative Assistant who shall record the deposit in the appropriate check/savings fund and subsidiary ledgers when updating the Fort Defiance Chapter books.
- j. On a monthly basis, the Fort Defiance Chapter Manager shall reconcile the cash receipts records to deposits and actual cash by comparing receipts and deposits. The aggregate amount of receipts issued should equal the amount deposited in the bank.
- k. In the event of any discrepancies or variances in receipts and deposits, the Fort Defiance Chapter Manager/Administrative Assistant shall immediately report said discrepancies or variances to the Fort Defiance Chapter Officials at a regular Planning Meeting. Any variances shall be investigated and resolved. If the Fort Defiance Chapter Manager/Officials determine any negligence or willful wrongdoing on the part of the Fort Defiance Chapter staff, he/she shall take immediate action in accordance with the policies set forth in the Fort Defiance Chapter Personnel Policies and Procedures Manual.
- l. Once any variance or discrepancy is resolved, the Fort Defiance Chapter Manager shall adjust the cash receipts journal and shall

document the basis for the adjustment in the Fort Defiance Chapter records.

- m. The Secretary/Treasurer will report the cash receipts as part of the monthly financial reporting to the Fort Defiance Chapter membership at all duly called regular Fort Defiance Chapter Meetings.

B. Cash Disbursements:

1. Cash Disbursement Policies:

- a. The handling of all cash disbursements shall be properly segregated to insure that no single employee is in a position to authorize, execute, and/or approve all phases of cash disbursements.
- b. All disbursements (payments) shall be made by check only from the Fort Defiance Chapter general checking account, and not from the savings account.
- c. The Fort Defiance Chapter Manager and the Fort Defiance Chapter Secretary/Treasurer will co-sign all checks for payment. In the event the Secretary/Treasurer is unavailable for co-signature, the Fort Defiance Chapter President or Vice-President will be authorized to co-sign checks as the secondary signatory. Co-signature by the Fort Defiance Chapter President or Vice-President shall require a justification memorandum. Two signatures shall be required for all checks.
- d. All checks will be pre-numbered and the Administrative Assistant shall maintain a log of the numbered checks held by the Fort Defiance Chapter. The checks shall contain the name and address of the Fort Defiance Chapter, the bank drawn on, and the account number at the bank.
- e. The Fort Defiance Chapter chart of accounts shall be used to determine the appropriate accounts to which the disbursement will be charged.
- f. No checks shall be written out to "cash" or bearer; and no blank check shall be signed before it is completely filled out.
- g. The Fort Defiance Chapter is prohibited from making monetary loans to individuals using Fort Defiance Chapter funds.

- h. All disbursement transactions shall be reconciled on a monthly basis to ensure funds are disbursed with proper approval, based on adequate documentation and in compliance with funding guidelines and budget stipulations.
- i. All paid invoices and supporting documentations shall be properly defaced by indicating "paid", amounts paid, and date, to avoid duplicate payments.
- j. Disbursements of funds which were not budgeted are prohibited. Disbursements of Fort Defiance Chapter funds require Fort Defiance Chapter membership approval during a scheduled regular Fort Defiance Chapter Meeting to be documented in the Fort Defiance Chapter meeting minutes.
- e. All restricted funds shall be properly budgeted before funds are expended.
- f. The Fort Defiance Chapter Secretary/Treasurer and Fort Defiance Chapter Manager shall ensure compliance with all fund disbursements and monitor payables.
- g. The Fort Defiance Chapter shall submit timely payments to take advantage of any purchase discounts or payment-term discounts.

2. Cash Disbursements control procedures:

- a. The Administrative Assistant shall prepare a Fund Approval Form indicating the date, amount, check number, account number and fund availability.
- b. The Administrative Assistant shall ensure that the Fund Approval Form indicates payment authorization and that all source documents (i.e., invoices, quotes, claim forms, timesheets and similar documents) support each fund disbursement before preparing a check for payment.
- c. The Administrative Assistant shall upon receipt of goods review all invoices to ensure completeness of the transaction and that those particular goods or services have been received. He/she shall then submit the payment authorization form to the Fort Defiance Chapter Manager for payment approval or disapproval.
- d. The Fort Defiance Chapter Manager shall review each fund disbursement for necessity, reasonableness and budgetary authorization. He/she shall ensure that each fund disbursement

(check) is payable to the vendor. The Fort Defiance Chapter Manager and Secretary-Treasurer shall review the completed check with all supporting documentation before co-signing the check.

- e. The original check shall be given to the Administrative Assistant for mailing, or distribution to the payee(s).
- f. The Administrative Assistant shall ensure that all disbursements are recorded immediately in the check ledger and the subsidiary fund balance ledger.
- g. When a check is written to a primary signatory (Fort Defiance Chapter Manager or the Secretary-Treasurer), the President or the Vice-President shall substitute as co-signer. A memorandum of justification shall be required for the substitute signatory. When there is no substitute cosigner, the primary signatory, as payee, may sign the check provided all essential documents and a memorandum of justification are attached.

C. Bank Reconciliation Control Policies:

- 1. The following policies shall apply to bank reconciliation:
 - a. One person, who must be other than the primary signatories, shall be designated to prepare the bank reconciliation.
 - b. Reconciliation shall be accomplished within one day upon receipt of the bank statement.
 - c. Any unexplained discrepancies shall be reported immediately to the Fort Defiance Chapter Manager for corrective action.
 - d. Any outstanding check that exceeds 90 calendar days from issue date shall be automatically voided. The 90 day stale-check notice should be printed on the Fort Defiance Chapter's checks to provide additional notice to the payee (e.g. "this check void after 90 days.")
- 2. Bank Reconciliation Control Procedures:
 - a. Upon receipt of the unopened bank statement and cancelled checks, the Administrative Assistant shall compare the cancelled checks to the Check Ledger to ensure that the numbers, dates, payees, and amounts are in agreement. Cancelled checks shall be examined for alterations, authorized signatures, and irregular endorsements.

- b. The Administrative Assistant shall prepare a list of outstanding checks. If the list of outstanding checks discloses checks that have been outstanding for three months (90 calendar days) or longer, the Administrative Assistant shall delete those checks from the list of outstanding checks and shall credit the checkbook register and the fund balance ledgers by the amount of the voided checks.
- c. All voided check(s) shall require proper justification from the payee and approval from the Fort Defiance Chapter Manager prior to re-issuance. Any bank service fee incurred will be assessed to the payee.
- d. The Administrative Assistant shall compare the date and the amount shown on the bank statement to the validated bank deposit slips and checkbook register maintained on file, and shall prepare a listing of deposits in transit. Any variances shall be investigated, resolved and the checkbook register balance shall be adjusted as necessary. The Administrative Assistant shall record the bank charges indicated on the bank statement in the checkbook register.
- e. The Administrative Assistant shall begin with the bank statement ending balance and adjust as follows:
 - (+) Deposits in transit
 - (-) Outstanding Checks
 - (=) Month-end reconciled balance should be the same as the balance in the check ledger
- f. The Fort Defiance Chapter Manager shall investigate all discrepancies and seek to resolve differences.
- g. The Administrative Assistant shall sign and date the computation and reconciliation. Once completed, the reconciliation, check register, validated bank deposit receipt slips and bank statements shall be forwarded to the Fort Defiance Chapter Manager for review.
- h. The Fort Defiance Chapter Manager shall cross reference the documents received and review for accuracy and assurance immediately. If there are discrepancies, the Fort Defiance Chapter Manager shall consult with the Administrative Assistant for appropriate action.
- i. The Fort Defiance Chapter Manager shall review the reconciliation for accuracy and completeness and return the documents to the Administrative Assistant for filing.

- j. The Administrative Assistant shall file all completed reconciliation forms, bank statements, and cancelled checks by account and month.

D. Bank Accounts Control Policies:

- 1. The Fort Defiance Chapter shall maintain only one checking account and one savings account at a federally insured depository institution; and:
 - a. All bank records shall be sent directly to the Fort Defiance Chapter's mailing address at: Fort Defiance Chapter, P.O. Box 366, Fort Defiance, Arizona 86504.
 - b. A signature authorization card for each bank account shall be maintained and kept on file at the bank and at the Fort Defiance Chapter Administration Office.
 - c. Upon a change in authorized bank account signatories by Fort Defiance Chapter resolution, the Fort Defiance Chapter Administration shall immediately notify the bank.
 - d. All bank accounts shall be held in the name of the Fort Defiance Chapter.
 - e. Each Check issued shall have two required signatures.
 - f. The Fort Defiance Chapter shall have its own employer identification number for its bank account, including for its investments and savings account.
 - g. The Fort Defiance Chapter shall prohibit unauthorized direct cash withdrawals and ATM/debit cards bank transactions. However, the Fort Defiance Chapter may make cash withdrawals for cash-only transactions (e.g. coal and medicine men's services), provided that the authorized signatories (e.g. Secretary/Treasurer and Fort Defiance Chapter Coordinator/Manager) prepare and sign memoranda of authorization and justification. Moreover, all invoices and receipts must be provided to the Fort Defiance Chapter just as with all other financial transactions. Such a debit card must be prepaid only and the central account controlled by the Fort Defiance Chapter Manager.
 - h. All unissued checks will be safeguarded in a locked safe at the Fort Defiance Chapter administrative offices.

E. Certificate of Deposits and Other Investments:

1. The Fort Defiance Chapter may establish reserves for funds not budgeted for operations, and its policies shall include that:
 - a. Investments shall be limited to readily marketable and negotiable instruments that are low in risk.
 - b. Establishment of an investment account shall require community participation and approval by Fort Defiance Chapter resolution.
 - c. Funds withdrawn from investment accounts shall be transferred by an approved Fort Defiance Chapter resolution and only by authorized signatories to the checking or savings account in order to be expended.
 - d. Investment documentation shall include the investment accounts, maturity dates, the custodian, location, account numbers and changes in value, and shall be sent directly to the Fort Defiance Chapter's mailing address.
 - e. Any changes to the investment(s) (i.e., withdrawals, sale, rollovers, etc.) shall be approved by the Fort Defiance Chapter membership at a regularly called Fort Defiance Chapter Meeting.
 - f. All interest income received from interest bearing accounts shall revert to the General Activities Fund. This applies to all restricted and/or unrestricted funds. The interest income shall be recorded under line item interest income.
 - g. All original documents pertaining to investment accounts shall be properly secured in a locked safe at the Fort Defiance Chapter Administrative Office.
2. Investment Control Procedures:
 - a. The Fort Defiance Chapter Manager shall ensure that proper documents are maintained and that investments are recorded in the proper journals, ledgers, and financial statements on a monthly basis.
 - b. The Fort Defiance Chapter Manager shall record all interest income on a monthly basis to appropriate ledgers in the General Activities Fund.

- c. Upon request for investments of Fort Defiance Chapter funds, the Fort Defiance Chapter Manager shall provide pertinent information to the Fort Defiance Chapter Officials and community members.
- d. The Fort Defiance Chapter Manager shall consult with the Fort Defiance Chapter Officials on a monthly basis in the event of any investment changes or activities.
- e. The Fort Defiance Chapter Secretary/Treasurer shall maintain periodic monitoring over the investment and keep the community members informed of investment results at a regular Fort Defiance Chapter Meeting.

F. Capital Assets:

1. Capital Asset Policy:

It shall be the policy of the Fort Defiance Chapter that accurate and reliable records be maintained on all Capital Assets purchased or acquired by lease or lease/purchases. The records shall include a description of the asset, identification numbers, cost of the asset, date acquired, location, and custodial responsibility. Expected lifetime and depreciation records shall be maintained.

2. Capital Assets Control Procedures:

- a. The Administrative Assistant shall maintain the Capital Asset records. He/she shall insure that all Capital Assets are tagged with identification tags bearing a description, date acquired, and an identification number.
- b. The Administrative Assistant shall record and report in the Fort Defiance Chapter's accounting financial records the total dollar value of inventory items and any changes to said inventory, including acquisition and disposition of Capital Assets and the funding source.
- c. The Administrative Assistant shall verify the inventory on an annual basis through a physical count. Any differences from the financial records shall be investigated for cause and the records adjusted. Any adjustment to the records shall require a justification memorandum and/or appropriate documentation.
- d. If there are no documents to show the cost of any Fort Defiance Chapter Capital Asset, the value will be estimated by the Fort Defiance Chapter Manager based on fair market value.

- e. The Fort Defiance Chapter Manager shall be responsible for the disposition of these assets, and in the event of loss or theft, for which he/she is responsible, refer to Fort Defiance Chapter Property Policy and Procedures Manual, Section X (B).
- f. The recording and reporting of the Fort Defiance Chapter's Capital Assets into accounting records and financial statements will be the responsibility of the Administrative Assistant pursuant to Fort Defiance Chapter Property Policy and Procedures Manual Section VIII.
- g. The Capital Assets account group shall be reported on the Combined Balance Sheet financial statement.
- h. The total of the Capital Asset inventory shall be entered into the Combined Balance Statement under Capital Assets column. An equal amount shall be entered into the statement under Investments column.
- i. All Capital Assets shall be identified by fund source.

G. Chart of Accounts:

- 1. The Fort Defiance Chapter, pursuant to the Navajo Nation Local Governance Act (LGA) 26 N.N.C., Section 2003 (B) (1), is required to follow the Navajo Nation Budget Instructions Manual when formulating its annual base allocation Fort Defiance Chapter budget. The Fort Defiance Chapter will use the Fort Defiance Chapter Chart of Accounts for all budget purposes and accounting system.
- 2. The Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, will be authorized to make changes to the Fort Defiance Chapter Chart of Accounts.

H. Payroll:

- 1. Payroll Control Policies:

The following policies shall be applied to ensure effective control over payroll and disbursement:

- a. The Fort Defiance Chapter shall establish and maintain a salary and wage schedule. The Fort Defiance Chapter will abide by the federal minimum wage law then in effect.

- b. Appropriate segregation of duties shall be maintained to ensure that Fort Defiance Chapter employees are not in a position to authorize, execute and approve all aspects of payroll processing and disbursements.
- c. The Fort Defiance Chapter shall operate under a cash basis of accounting; therefore, all payroll expenses will be recorded on the check date.
- d. The Fort Defiance Chapter shall establish and maintain a system to account for the accrual and use of annual leave (compensatory, personal) and sick leave.
- e. The Fort Defiance Chapter will follow all applicable Navajo Nation, state and federal laws and regulations relating to payroll.
- f. The Fort Defiance Chapter shall have its own employer identification number for tax purposes when reporting and remitting applicable payroll taxes to the IRS.
- g. Personnel records on each employee shall be maintained at the Fort Defiance Chapter administration on authorized Fort Defiance Chapter Forms. These records include but are not limited to:
 - (a.) Personnel Action Form (PAF)
 - (b.) Employment Application Form
 - (c.) Employee's Federal Withholding Allowance Certificate (W-4)
 - (d.) Copy of Social Security Card
 - (e.) Voluntary Deductions Authorization
 - (f.) Employee Performance Evaluation Form
 - (g.) Arizona New Hire Form
 - (h.) Wage Garnishments
 - (i.) Parental Consent Form
 - (j.) Copy of voter registration

2. Payroll Processing and Procedures:

- a. The Administrative Assistant will record employee's Personnel Action Form information on the employee's earning subsidiary ledger. The ledger will contain the employee's name, social security number, mailing address, authorized pay rate, date of employment, payment due, hours earned, gross pay, withholdings for FICA and federal taxes, any other deductions, net pay and leave account.

- b. The immediate supervisor is responsible to maintain an attendance sheet on all Fort Defiance Chapter employees. The attendance sheet shall be signed by Fort Defiance Chapter employees each day to record employees' time of arrival and departure, including for public employment projects and student employment personnel. These records shall be provided weekly to the Administrative Assistant who shall forward these documents to the Fort Defiance Chapter Manager for review. The Administrative Assistant shall retain these records and file them chronologically in accordance with the Records Management Policies and Procedures Manual.
- c. The Administrative Assistant is responsible for calculating the time and hours worked for each employee and shall enter the total hours on the timesheet. Timesheets shall also document regular and overtime hours worked, annual, sick leave and leave without pay taken during each pay period.
- d. The Administrative Assistant shall prepare payroll checks, attach all supporting documents and submit to the Fort Defiance Chapter Manager for review and approval.
- e. The Fort Defiance Chapter Manager shall review all timesheets, and sign the payroll checks. She shall then forward the payroll checks with applicable documentation for review and co-signature by the Secretary/Treasurer.
- f. After completing the signature requirement, the payroll checks shall be given to the Administrative Assistant for distribution. Each employee is required to personally obtain his or her check. In the event the employee is unable to pick up his/her check, the employee shall provide a written authorization to release his/her payroll check to the Fort Defiance Chapter Manager. The written documentation shall contain the employee's social security number, address, signature and the name of the person designated to pick up the payroll check.
- g. The Fort Defiance Chapter Manager's time and attendance and payroll check shall be reviewed and signed by the designated immediate supervisor. The Fort Defiance Chapter Officials will decide among themselves who will be designated the local direct supervisor of the Fort Defiance Chapter Manager.
- h. The Fort Defiance Chapter Administration shall ensure that Worker's Compensation is available for all Fort Defiance Chapter employees by paying requisite premiums to the Risk Management Department of the Navajo Nation. The Fort Defiance Chapter, not

the employee, is responsible for paying any premiums for Worker's Compensation coverage for its employees.

- i. The Fort Defiance Chapter shall also participate in the State Unemployment Compensation Act Fund. The Fort Defiance Chapter Administration is responsible for submitting the requisite contribution to the Department of Economic Security or Department of Employment Security on a quarterly basis.
- j. The Administrative Assistant shall prepare Social Security, Medicare (both employer and employee), and Employee Federal Taxes to be withheld on Form 8109, quarterly at the Fort Defiance Chapter's designated banking institution. The Administrative Assistant shall ensure that timely deposits are made on the quarterly payroll tax deposit to avoid penalties. Form 941 shall be filed with the Internal Revenue Service on a quarterly basis according to the due dates set forth by the IRS. In the event the designations of these forms change, the Fort Defiance Chapter shall comply with all Internal Revenue Service filing requirements. The Fort Defiance Chapter Administration shall consult with Office of Management and Budget in November of each calendar year for any changes in Internal Revenue Service filing requirements.
- k. The Administrative Assistant shall prepare and submit an Internal Revenue Service Form 1099-MISC to each vendor to whom \$600 or more in fees, commissions, or other forms of compensation is paid. Such vendors include independent contractors, attorneys, accountants and other professionals contracted for services. These forms shall be submitted to the vendor by January 31st and to the Internal Revenue Service by February 28th of the following calendar year.

I. Travel Policies and Control Procedures:

- 1. It shall be the policy of the Fort Defiance Chapter that only reasonable and necessary travel expenses are reimbursed and that the traveler shall submit a report for each trip describing what was accomplished and how the Fort Defiance Chapter and community benefited from the travel.
- 2. The Fort Defiance Chapter may issue pre-paid debit cards for an authorized amount to cover only reasonable and necessary travel expenses. Such a prepaid debit card must be prepaid only and controlled and issued by the Fort Defiance Chapter Coordinator/Manager. The authorized signatories (e.g. Secretary/Treasurer and Fort Defiance Chapter Coordinator/Manager) must prepare and sign memoranda of

authorization and justification. As with reimbursement checks, the traveler shall submit a report for each trip describing what was accomplished and how the Fort Defiance Chapter and community benefited from the travel. All receipts and invoices must be submitted to the Fort Defiance Chapter Manager.

3. The designated duty station for Fort Defiance Chapter officials and Fort Defiance Chapter employees is the Fort Defiance Chapter house. This designated duty station will be used to calculate all travel mileage claims for meetings outside the designated duty station. For Fort Defiance Chapter employees and officials, travel between an employee or official's home and duty station is not considered official travel.
4. Travel Authorization: Authorized travel expenses will include transportation, lodging, meals and other costs directly related to Fort Defiance Chapter business travel conducted by a Fort Defiance Chapter employee or official. All requests for travel funds are only reimbursable if funds are available in the Fort Defiance Chapter's approved budget. To reduce costs, travel shall be limited to the most cost efficient method of travel available.
5. Travel Advances: The Fort Defiance Chapter will allow travel advances up to 80% of the total estimated travel expense. An employee/Fort Defiance Chapter official can only have one outstanding pay advance at any one time. Any outstanding travel advances delinquent over ten (10) calendar days after completion of travel shall be deducted from the employee's salary or the Fort Defiance Chapter official's meeting stipend.
6. Travel Expenses: The Fort Defiance Chapter officials and employees shall be reimbursed for reasonable expenses while on Fort Defiance Chapter business travel including lodging, meals, transportation, telephone and for Fort Defiance Chapter business related calls, email, and other incidental expenses, all of which shall require receipts in support of costs. The Fort Defiance Chapter may pay any special fees in advance for the traveler, which may include seminars, symposium, registration fees, etc.
7. Transportation: The Fort Defiance Chapter shall reimburse all necessary transportation expenses for private vehicles, commercial airfare, rental vehicles, and other modes of transportation. Receipts shall be required for airfare, taxis and buses. Reimbursements shall be made at a rate equal to the least expensive mode of transportation, which is reasonably available. If a personal vehicle is used on Fort Defiance Chapter business, employees shall be reimbursed for actual mileage at the Navajo Nation established mileage rate. If the traveler does not provide

an odometer reading, the Administrative Assistant is required to use a mileage chart.

8. Meals and Incidental Expenses: The Fort Defiance Chapter may establish a maximum amount allowable for reimbursement for meals, and incidental expenses. In any circumstances, the Fort Defiance Chapter reimbursement rate for meals shall not exceed the Navajo Nation established rates. Meal expenses shall be reimbursable when incurred beyond a five (5) hour travel period or beyond a fifty (50) mile radius from the Fort Defiance Chapter house. Meals provided at no additional cost to the traveler (such as meals included in travel, conference, etc.) shall not be reimbursed. The Fort Defiance Chapter may prohibit employees and Fort Defiance Chapter officials from obtaining government credit cards for travel.
9. Each traveler shall submit the completed travel authorization (TA) form with attached receipts and a trip expense report stating the purpose of the trip, accomplishments and benefits to the Fort Defiance Chapter, within ten (10) calendar days of his/her return. Failure to submit a trip expense report within ten (10) calendar days forfeits the traveler's right to reimbursement, unless reimbursement is approved by the Fort Defiance Chapter Manager or designated Fort Defiance Chapter Official for good cause shown. However, the traveler is still required to submit a trip report.
10. Travel Authorization (TA) Process and Payments:
 - a. A verbal travel request indicating the estimated travel costs and purpose shall be made to the Fort Defiance Chapter Manager.
 - b. Upon approval the Administrative Assistant shall type and complete all requests for travel authorization.
 - c. The Administrative Assistant shall be required to obtain from each traveler proof of current insurance and a valid driver's license when the traveler is using his/her personal vehicle. Photocopies shall be obtained and filed.
 - d. The Administrative Assistant, after reviewing the TA, shall forward the TA for signature to the Fort Defiance Chapter Manager.
 - e. If the traveler requests a travel advance, the Fort Defiance Chapter Manager must first approve the advance before disbursement by the Administrative Assistant. The Fort Defiance Chapter Manager approves any advance for Fort Defiance Chapter officials.
 - f. On completion of the signature requirement for the TA, the Fort Defiance Chapter Manager shall return the travel documents to the Administrative Assistant.

- g. The Administrative Assistant shall provide the TA to the traveler and file copies of the travel request documents.
- h. Upon completion of travel, the employee/Fort Defiance Chapter official shall submit a trip expense report to the Fort Defiance Chapter Manager. The Fort Defiance Chapter Manager shall review all supporting statements and calculate over or underpayment. Traveler shall remit payment within (10) ten working days to the Fort Defiance Chapter for any overpayment, or said amount shall be deducted from the employee's salary or the Fort Defiance Chapter official's meeting stipend.
- i. The Fort Defiance Chapter Manager, after approval of the trip expense report, shall return the travel documents to the Administrative Assistant for preparation of the reimbursement check, and to file copies of the travel documents. The reimbursement check shall be co-signed by the required two signatures pursuant to Section V (C) (2). The check shall be made out to the traveler and disbursed by the Administrative Assistant.

J. Resale Inventory:

The development and implementation of the resale inventory policy prevents overstocking, shortage and loss as a result of theft, spoilage, breakage, etc.

- 1. The Fort Defiance Chapter shall maintain detailed records of inventory items showing the description, cost, quantity and location.
- 2. The total dollar value of inventory items and the changes thereto shall be recorded in the Fort Defiance Chapter's financial records.
- 3. Verification of inventory shall be made on a monthly basis through a physical count.
- 4. Any differences in the financial records shall be investigated for cause and the records adjusted accordingly.
- 5. The inventory shall consist of goods purchased and/or produced for resale. Examples of such inventory are hay, grain, craft items and fuel for households.
- 6. First-in-First-Out (FIFO) Inventory Method: Fort Defiance Chapter shall use the FIFO inventory method. It is based on the assumption that the first items in are the first out of inventory. Under this method, the ending inventory balance will reflect the cost of the most recent purchases. The advantage of this method is that it gives an up-to-date inventory value.

- a. The following example illustrates the use of the FIFO method for one inventory item under a perpetual inventory system. In this method, a cost must be assigned to each item of inventory purchased or sold.

Date	Quantity	Cost	Sale(s)	Adjmt	Quantity (On-hand)	Cost	Balance
03/02/06	100 bales	1.50	0		100	150.00	150.00
03/10/06	50 bales	1.60			50	230.00	380.00
03/15/06	100 bales	1.50	150.00		(100)	150.00	230.00
"	25 bales	1.60	40.00		25	40.00	270.00
03/20/06	25 bales	1.55			25	38.75	308.75
"	50 busted bales	1.50		75.00	(50)	75.00	230.00

- b. The Fort Defiance Chapter shall also use the FIFO inventory method for all resale items. Determining the cost and value of the resale items will depend upon the following factors:
- (1.) Cost to produce the item
 - (2.) Economic demand for the item
 - (3.) Comparable price on the market
 - (4.) Fort Defiance Chapter approved amount (hay, grain, etc.)
7. The Fort Defiance Chapter shall maintain support documentation on all inventory transactions on an ongoing basis. These inventory records shall reflect the inventory receipts, issuances and balances. The inventory record keeping and custodial functions shall be segregated for internal control measures.
- a. Inventory Sales Receipt (cash receipt): Pre-numbered and numerically controlled sales receipt forms shall be prepared in duplicate for each sale. Each form shall be properly prepared and have the following information: number and quantities issued; unit sale price; vendor; date; total amount of sales; and the signature of employee who sold the inventory. The inventory sale receipts shall be reconciled with the inventory records on a monthly basis, or whenever necessary.
8. Inventory Control Procedures:
- a. The Administrative Assistant, at the time of inventory count, shall obtain the current perpetual inventory record and cross reference items during a physical count to determine whether any items are missing, damaged, spoiled, or obsolete.

- b. The Administrative Assistant shall report any discrepancies in the inventory immediately to the Fort Defiance Chapter Manager.
- c. The Fort Defiance Chapter Manager shall review the inventory count listing and any findings by the Administrative Assistant. If there is a major deficiency or changes in the inventory not properly recorded, the Fort Defiance Chapter Manager shall consult with the Fort Defiance Chapter officials as soon as possible, and correct the deficiencies with the Administrative Assistant. Any changes/corrections to the inventory shall be documented with a justification memorandum.
- d. It shall be the responsibility of the Administrative Assistant to handle all daily inventory record keeping. The Fort Defiance Chapter Manager shall perform monthly physical count and reconciliation of cash receipt tickets to the inventory records. Nevertheless, it shall be the responsibility of the Administrative Assistant to handle all daily inventory record keeping and to perform monthly physical counts and reconciliation of cash receipt tickets to the inventory records.
- e. The Fort Defiance Chapter Manager shall also ensure that fair market value will be used to determine the sale of any items that are for resale.

K. Financial Assistance:

No financial assistance shall be awarded without a Fort Defiance Chapter-approved budget where the Fort Defiance Chapter's general funds are utilized. The Fort Defiance Chapter Manager is authorized to approve requests by simply complying with the respective budgets which have been approved by the Fort Defiance Chapter membership, and all financial assistance shall comply with applicable policies and procedures. Nevertheless, regardless of the type of assistance, the Fort Defiance Chapter shall always comply with the following criteria for all financial assistance:

- 1. All recipients must be registered members of the Fort Defiance Chapter.
- 2. All requests for assistance shall be documented on a standard assistance application form with supporting documents as required by the type of assistance requested (i.e. scholarship award will need transcripts, etc).
- 3. All assistance awarded shall be based on availability of funds and in accordance with the ceiling limits set forth in the policies approved by the Fort Defiance Chapter.

4. Generally, checks shall be made payable directly to the vendor(s) and or institution(s). When allowable pursuant to Fort Defiance Chapter approved policies and in accordance with Navajo Nation or other applicable law, check(s) may be made payable directly to the requestor.
5. Assistance shall be limited to once per family every 12 months, unless specified otherwise. For purposes of this section, "family" is defined as those persons related either by blood or marriage who reside at the same domicile. "Unless specified otherwise" means otherwise lawful expenditure of funds in extraordinary circumstances that are approved by community resolution.
6. Financial assistance includes but is not limited to the following:
 - a. Student Enrichment/Scholarship Financial
 - b. Housing material
 - c. Emergency (burnout; natural and man-made disasters)

L. Financial Statements:

1. Policy:

The Fort Defiance Chapter shall generate the following basic financial statements and prepare reports on the Fort Defiance Chapter's financial position and results of operations on a monthly basis in the following areas:

- a. Combined Statement of Revenues, Expenditures and Changes in Fund Balances-All Governmental Fund Types.
- b. Combined Balance Sheet - All Fund Types and Account Groups.
- c. Combined Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General and Special Revenue Funds.

2. Procedures:

- a. The Fort Defiance Chapter Manager shall prepare monthly financial statements and the Secretary/Treasurer shall present it to the community at a duly called Fort Defiance Chapter Meeting following the end of the month.
- b. Within 60 days after the end of the fiscal year the Fort Defiance Chapter Manager shall prepare the annual financial statements and forward to the Secretary/Treasurer to present to the community at a duly called Fort Defiance Chapter Meeting.

M. Audit Requirements:

1. The Fort Defiance Chapter shall obtain an audit of its financial operations at least every two years and which shall include funds received from all Navajo Nation, State, County Federal sources and other fund sources.
2. The Fort Defiance Chapter may obtain the services of the Auditor General of the Navajo Nation, subject to sufficient resources at the Office of the Auditor General, or shall contract with an independent licensed Certified Public Accountant to conduct the biennial audit. The Fort Defiance Chapter Manager, in consultation with the Auditor General, Navajo Nation, shall ensure that the independent Certified Public Accountant meets all requirements of the Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States.
3. In the process of selecting an auditor, the Fort Defiance Chapter shall follow the policies and procedures established for procurement of professional services.
4. Upon completion of the audit, the auditors shall furnish a statement of findings on the results of the examination.
5. The Fort Defiance Chapter shall conduct an exit conference between the auditor(s) and Fort Defiance Chapter officials to review the procedures taken by the auditor(s) and the findings identified. The Fort Defiance Chapter Manager and officials may furnish written comments concerning the report which shall be incorporated into the overall report and submitted to the funding agency and to the Fort Defiance Chapter membership.

Procedures:

- a. The Fort Defiance Chapter Manager, in consultation with the Auditor General, Navajo Nation, shall ensure that the independent licensed Certified Public Accountant meets all requirements of the federal General Accounting Office standards for the audit of governmental organizations and programs.
- b. The Fort Defiance Chapter Manager and Officials shall have an entrance conference with the Auditor.
- c. The Fort Defiance Chapter Manager and Administrative Assistant shall ensure that the Auditor receives all information requested.
- d. The Fort Defiance Chapter Manager shall ensure that the auditor furnishes twelve certified copies of the audit results. The reports

shall be prepared in accordance with the reporting standards published by the American Institute of Certified Public Accountants.

- e. The Fort Defiance Chapter Manager and Officials shall have an exit conference with the Auditor.
- f. The Fort Defiance Chapter Manager and Officials shall develop a Corrective Action Plan for any discrepancies cited.

N. Misuse of Fort Defiance Chapter Funds or Assets:

Any individual, Fort Defiance Chapter employee or official who witnesses or has knowledge of misuse of funds or financial improprieties shall immediately report the violation to the appropriate Navajo Nation entity or official. Each official and employee should understand that it is part of his/her fiduciary duty to report any and all violations.

Procedures:

1. All Fort Defiance Chapter officials and Fort Defiance Chapter employees shall refrain from making, participating in or influencing decisions where there is any real or potential conflict of interest. In the event of a real or potential economic conflict of interest where the Fort Defiance Chapter official or employee is required to participate as part of his or her official duties, the individual shall write a justification memorandum disclosing the real or potential conflict of interest and the necessity for that individual's continued participation, a copy of which shall be provided to the Navajo Nation Ethics and Rules Office and the Fort Defiance Chapter Administration. In the event that the individual does not properly disclose the real or potential conflict of interest to the Ethics and Rules Office and the Fort Defiance Chapter Administration, any Fort Defiance Chapter official or employee aware of the real or potential conflict of interest shall make said disclosure or take other action as appropriate.
2. The Fort Defiance Chapter Manager shall monitor all allocation of Fort Defiance Chapter funds, property, or personnel to investigate alleged conflicts of interest or misuse of Fort Defiance Chapter resources.
3. The Fort Defiance Chapter Manager shall report all alleged misuse of Fort Defiance Chapter resources and assets to the proper authority.

VIII. DEFINITIONS

The language contained in this section applies to this Fiscal Manual:

- A. Accounting System – is the method and records established and maintained to identify, assemble, analyze, classify, record and report the Fort Defiance Chapter's financial transactions and to maintain accountability, in accordance with generally accepted accounting principles, of such transactions and related assets and liabilities.
- B. Assets – The total amount of petty cash, undeposited revenue, checking, saving and investment balances and resale inventory, and property and equipment that are recorded in the General Capital Assets Account Group.
- C. Bank Account – is any money held in a bank.
- D. Bank Reconciliation – is the verification of bank balances to the Fort Defiance Chapter book balance.
- E. Bank Transfer – is funds transferred between Fort Defiance Chapter bank accounts without withdrawing cash.
- F. Budget – a plan of financial operations embodying an estimate of proposed expenditures for a given period and the proposed means of financing them, it usually indicates a financial plan for a single fiscal year.
- G. Carry over Funds – means unexpended funds from the previous fiscal year that are authorized to be carried into the fiscal year.
- H. Cash – is currency, coin, checks, money orders, and bankers draft on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.
- I. Cash Basis Method of Accounting – is the basis of accounting under which revenues are recorded when received in cash and expenditures are recorded when cash is disbursed.
- J. Cash Disbursements – is payments for goods and services.
- K. Cash Receipts – is receiving cash, coins, checks, dividends etc, in the form of payment.
- L. Fort Defiance Chapter Manager – means the individual who is responsible for administering the Five Management Systems and the administration of the Fort Defiance Chapter.
- M. Fort Defiance Chapter Membership –
 - 1. For purposes of services and benefits, all tribal members who either reside within or are registered Fort Defiance Chapter members. An individual may not be a member of more than one Fort Defiance Chapter.

2. For voting purposes and participation in the Fort Defiance Chapter government, all registered voters of the Fort Defiance Chapter.
- N. Fort Defiance Chapter Officials – means the following public officials elected by the Fort Defiance Chapter membership; Fort Defiance Chapter President, Fort Defiance Chapter Vice-President, and Fort Defiance Chapter Secretary/Treasurer.
- O. Custodian – means an individual having day-to-day charge of official books, records, documents, equipment, property and funds of the Fort Defiance Chapter government.
- P. Five Management Systems – means a management system that includes; fiscal, procurement, records, personnel and property management.
- Q. Form W-2 – is an earnings statement for employee's salary/wages.
- R. Form 941 – is an employer's quarterly federal tax return.
- S. Form 1099 – is a non-employee earnings statement to report income that is not salary or wage (self employment income).
- T. Fund Accounting – provides the means to segregate financial resources into funds or account groups in order to determine compliance with finance related legal, contractual, or other restrictive requirements; aid Fort Defiance Chapter management by transactions related to certain restrictions and specific Fort Defiance Chapter functions and activities.
- U. Fund Balance – The difference between all asset and liability balances. Represents the net worth of a particular fund and is increased by revenues and decreased by expenditures.
- V. Capital Assets – Capital assets are items of tangible property having a value of more than \$500.00 and have an estimated useful life of one year or more as distinguished from intangible property and consumable tangible property. Includes building, infrastructure, improvements, property and equipment.
- W. Capital Assets Account Group – is a self-balancing group of accounts, set up to account for the general Capital assets of the Fort Defiance Chapter.
- X. General Ledger – is the summary of financial transactions and the basis for preparing trial balances and financial reports.
- Y. General Purpose Financial Statements - Describes the five-combined financial statement of the reporting entity that is required by Generally Accepted Accounting Principle. (Combined Balance Sheet, Combined Statement of

Revenues and Expenditures – Change in Fund Balance and Combined Statement of Revenues and Expenditures – Budget vs. Actual).

- Z. Generally Accepted Accounting Principles (GAAP) – are financial accounting and reporting assumptions, standards, and practices that a business or governmental entities rely upon in preparing fair and consistent financial statements.
- AA. Investments - Securities and real estate held for the production of income in the form of interest, dividends, and rental or lease payments. The term does not include capital assets included in governmental operations.
- BB. Journal – is defined as a book of original entry. Journals provide a chronological detailed record of daily financial transactions and support balances in the general ledger accounts. Journals may be posted manually or generated by computer.
- CC. Liabilities – Amounts owed for goods and services (labor, materials, or services), which are recognized each month and recorded in the financial records of the Fort Defiance Chapter so as to properly reflect the Fort Defiance Chapter's financial condition. Debts maturing more than a year later should be shown in the General Long Term Debt Group.
- DD. Payroll Taxes – consist of federal withholding, social security, Medicare, FUTA and SUTA taxes.
- EE. Source Documents – are used to initiate accounting transactions and should be retained to support each entry recorded in the accounting records. Examples of cash receipts include source documents; pre-numbered cash receipt tickets, cash register tapes and validated bank deposit receipts. Examples of cash disbursements source documents include requisitions, purchase orders, receiving reports, and vendor invoices.
- FF. Subsidiary Ledgers - a book of accounts that provides supporting details in individual balances, the total of which appears in a general ledger.

IX. APPENDICES

A.	Cash Receipts Journal	Exhibit A
B.	Payroll Journal	Exhibit B
C.	Employee Earnings Record	Exhibit C
D.	Timesheet	Exhibit D
E.	Monthly Check Ledger	Exhibit E
F.	Fixed Asset Inventory	Exhibit F
G.	Checking Account Reconciliation	Exhibit G
H.	Budget Transfer Form	Exhibit H
I.	Fund Approval Form	Exhibit I
J.	Travel Authorization	Exhibit J

K.	Mileage Report/Log	Exhibit K
L.	Trip Report	Exhibit L
M.	Fort Defiance "Navajo Nation" Chapter Lodging Meal and Mileage Rates	Exhibit M
N.	Financial Assistance Application	Exhibit N
O.	General Claim Form	Exhibit O
P.	Chart of Accounts	Exhibit P
Q.	Student Scholarship Assistance Application	Exhibit Q
R.	Housing Discretionary Assistance Application	Exhibit R

Date	CR NO. Beginning	CR NO. Ending	Grand Total	Subtotal	2129 Sales Tax Total	4211 Xerox Fax	4209 Trash	4201 Chapter Usage	4203 Equipements	Acct. No.	Amount	Deposit Amount	Deposit Date	Initial By
TOTALS			-	-	-	-	-	-	-		-	-		
Overall Totals						\$ -	\$ -	\$ -	\$ -			\$ -		

1. 3 Part Receipt Book will be used
2. Original Copy will go to the Customer
4. Part 2 will remain in the Receipt Book

Approved By: _____

CSC

Date: _____

[illegible]

FORT DEFIANCE CHAPTER

Employee Earnings Record

Employee's Name: _____
Address: _____

Date of Birth: ____ / ____ / ____
Position: _____

Social Security Number: _____
 Sex: M / F Employee No. _____
 Single _____ Married _____ Exemptions (W-4): _____
 Hourly Rate: \$ _____ Weekly Rate: \$ _____
 Date of Employment: _____
 Date of Employment Ended: _____

[illegible]

Exhibit D

Name

Date

NO.

Correct as shown. Pay received

IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
MONDAY				TUESDAY				WEDNESDAY				THURSDAY				FRIDAY				SATURDAY				SUNDAY							
Reg. Time _____ Hrs. @ \$ _____ /Hr. =\$ _____				Fed. Tax \$ _____				Gross Pay \$ _____				Overtime 1 _____ Hrs. @ \$ _____ /Hr. =\$ _____				St.\Prov Tax \$ _____				Less Deductions \$ _____				Overtime 2 _____ Hrs. @ \$ _____ /Hr. =\$ _____				Net Amount \$ _____			
IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
MONDAY				TUESDAY				WEDNESDAY				THURSDAY				FRIDAY				SATURDAY				SUNDAY							



LATHEM TIME CORPORATION
www.lathem.com • 800-241-4990

Form E10C

Name

Date

NO.

Correct as shown. Pay received

IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
MONDAY				TUESDAY				WEDNESDAY				THURSDAY				FRIDAY				SATURDAY				SUNDAY							
Reg. Time _____ Hrs. @ \$ _____ /Hr. =\$ _____				Fed. Tax \$ _____				Gross Pay \$ _____				Overtime 1 _____ Hrs. @ \$ _____ /Hr. =\$ _____				St.\Prov Tax \$ _____				Less Deductions \$ _____				Overtime 2 _____ Hrs. @ \$ _____ /Hr. =\$ _____				Net Amount \$ _____			
IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
MONDAY				TUESDAY				WEDNESDAY				THURSDAY				FRIDAY				SATURDAY				SUNDAY							



LATHEM TIME CORPORATION
www.lathem.com • 800-241-4990

Form E100

EXHIBIT E

Fort Defiance Chapter
Check/Voucher Register - Check Register
From 12/1/2013 Through 12/31/2013

Check Date	Payee	Check Number	Fund Code	Transaction Description	Check Amount
12/4/2013	Brenda M. Wauneka	6877	12	Employee: Brenda M. Waunec; Pay Date: 12/4/2013	500.00
12/4/2013	Lorraine W. Nelson	6878	12	Employee: Lorraine W. Nel; Pay Date: 12/4/2013	500.00
12/4/2013	Zondra J. Bitsuie	6879	12	Employee: Zondra Bitsuie; Pay Date: 12/4/2013	500.00
12/4/2013	Herman Billie	6880	07	Employee: Herman Billie; Pay Date: 12/4/2013	250.00
12/4/2013	Lorraine W. Nelson	6881	12	Employee: Lorraine W. Nel; Pay Date: 12/4/2013	150.00
12/4/2013	Zondra J. Bitsuie	6882	12	Employee: Zondra Bitsuie; Pay Date: 12/4/2013	150.00
12/4/2013	Navajo Headstart-Ft Defiance Region	6883	01	Cleaning Deposit Refund 9/4/2013	75.00
12/4/2013	Renee Marianito	6884	01	Cleaning Deposit Refund 11/30/2013	75.00
12/4/2013	Navajo Sanitation INC	6885	23	Invoice# 48077	680.11
12/5/2013	Bashas' 35	6886	01	Check # 6886 to Bashas for Cont Bkrfast	92.28
12/5/2013	Brenda M. Wauneka	6887	12	Employee: Brenda M. Waunec; Pay Date: 12/5/2013	150.00
12/5/2013	Herman Billie	6888	07	Employee: Herman Billie; Pay Date: 12/5/2013	150.00
12/5/2013	Lorraine W. Nelson	6889	12	Employee: Lorraine W. Nel; Pay Date: 12/5/2013	150.00
12/5/2013	Zondra J. Bitsuie	6890	12	Employee: Zondra Bitsuie; Pay Date: 12/5/2013	150.00
12/5/2013	Tyrone White	6891	01	Invoice # 10253 Ft Defiance Chapter Community Christmas Dinn	2,665.00
12/9/2013	Glen Chischilly, Jr.	6892	15	Employee: 6892 ; Pay Date: 12/9/2013	294.13
12/9/2013	Beau J. Bennett	6893	15	Employee: Beau J. Bennett; Pay Date: 12/9/2013	378.17
12/9/2013	Latasha Tom	6894	15	Employee: Latasha Tom; Pay Date: 12/9/2013	486.89
12/9/2013	Shannon Milford	6895	15	Employee: Shannon Milfor; Pay Date: 12/9/2013	531.94
12/9/2013	Verne Blatchford	6896	15	Employee: Verne Blatchfor; Pay Date: 12/9/2013	743.20
12/9/2013	Wanda Curley	6897	15	Employee: Wanda Curley; Pay Date: 12/9/2013	531.94
12/11/2013	Francelia Mitchell	6898	01	Cleaning Deposit Refund 12/7/2013	75.00
12/11/2013	Gallup Lumber & Supply	6899	10	Purchase Ballast for the Fort Defiance Chapter Bldg.	295.30
12/11/2013	H&C Starter & Alternator	6900	23	R&M Of the Fort Defiance Chapter Grader	241.62
12/11/2013	Tony K. Watchman	6901	10	TA# FDC-0016 2013 Chapter Project Collaboration Orientaion	(75.85)

Fort Defiance Chapter
Check/Voucher Register - Check Register
From 12/1/2013 Through 12/31/2013

Check Date	Payee	Check Number	Fund Code	Transaction Description	Check Amount
12/11/2013	Tony K. Watchman	6901	10	TA# FDC-0053: To attend the LGA Gov & Small Bus Developmnt C	166.25
12/11/2013	Tony K. Watchman	6901	10	TA# FDC-0057: To attend the NDOT Chapter Worksession 11/2013	141.53
12/11/2013	Tony K. Watchman	6901	10	TA# FDC-0070 To attend the FMS Worksession 11/2013	53.11
12/16/2013	Zondra J. Bitsuie	6902	10	Travel Advance Navajo Land Summit	461.39
12/16/2013	Herman Billie	6903	10	Travel Advance Navajo Land Summit	461.39
12/16/2013	Ruth E. Morris	6904	01	Refund of non Usage of Heavy Equipment	70.88
12/16/2013	Norla Anderson	6905	01	Refund of non Usage of Chapter Facility	10.50
12/17/2013	Lowes Shop N' Save	6906	01	Funeral Assistance for Matilida J. Blackgoat	198.63
12/17/2013	Giant Industries #3108	6907	01	Diesel Fuel for Chapter Equipments	400.00
12/20/2013	Glen Chischilly, Jr.	6908	15	Employee: 601-96-4676; Pay Date: 12/20/2013	530.95
12/20/2013	Beau J. Bennett	6909	15	Employee: Beau J. Bennett; Pay Date: 12/20/2013	448.82
12/20/2013	Latasha Tom	6910	15	Employee: Latasha Tom; Pay Date: 12/20/2013	631.42
12/20/2013	Shannon Milford	6911	15	Employee: Shannon Milfor; Pay Date: 12/20/2013	664.92
12/20/2013	Verne Blatchford	6912	15	Employee: Verne Blatchfor; Pay Date: 12/20/2013	699.88
12/20/2013	Wanda Curley	6913	15	Employee: Wanda Curley; Pay Date: 12/20/2013	664.92
12/20/2013	Brenda M. Wauneka	6914	12	Employee: Brenda M. Waune; Pay Date: 12/20/2013	500.00
12/20/2013	Lorraine W. Nelson	6915	12	Employee: Lorraine W. Nel; Pay Date: 12/20/2013	500.00
12/20/2013	Zondra J. Bitsuie	6916	12	Employee: Zondra Bitsuie; Pay Date: 12/20/2013	500.00
12/20/2013	Herman Billie	6917	07	Employee: Herman Billie; Pay Date: 12/20/2013	230.87
12/20/2013	Alpine Lumber Co.	6918	23	Purchase extension cords for heavy equi and surge protectors	50.02
12/20/2013	Bubany Lumber Company	6919	23	Purchase 15 bags of 50lb ice melt for chapter	179.25
12/20/2013	Frontier Communications	6921	03	Telephone Expense for invoice number 928-729-4352-080296-8	694.96
12/20/2013	Gallup Lumber & Supply	6922	10	Purchase Commercial Faucet for Chapter Kitchen	230.32
12/20/2013	Navajo Tribal Utility Authority	6923	03	NTUA - Elcl Exp for 9/27/13 thru 10/31/13 and 11/01/ thru 11	34.02

Fort Defiance Chapter
Check/Voucher Register - Check Register
From 12/1/2013 Through 12/31/2013

Check Date	Payee	Check Number	Fund Code	Transaction Description	Check Amount
12/20/2013	Navajo Tribal Utility Authority	6924	03	NTUA Electrical Expense for Acct# 60035204 11/1 - 10/31/13	1,196.37
12/20/2013	Navajo Tribal Utility Authority	6925	03	NTUA electric expenses - Acct# 60025204 11/1 - 11/26/13	1,523.12
12/20/2013	Real Time Solutions, INC	6926	10	Annual payment to Real Time Solutions	300.00
12/20/2013	Xerox Corporation	6927	03	Xerox Corp. Invoice # 071559667	499.24
12/20/2013	Xerox Corporation	6928	03	Xerox Corp - Invoice # 070590334 Sept 2013 base charge	491.23
12/20/2013	William Watchman Jr.	6929	16	Check for William Watchman Jr. 16-6720 Veterans Hardship	150.00
12/20/2013	Jason Carviso	6930	16	Check for Jason Carviso [REDACTED] Vets Hardship	150.00
12/20/2013	Earl Milford	6931	16	Check for Earl W. Milford [REDACTED] 16-6720 Vet Hardship	150.00
12/20/2013	Elbert A. Benally	6932	16	Check for Elbert A. Benally [REDACTED] Vet Hardship	150.00
12/20/2013	Richard Hardy	6933	16	Check for Richard Hardy [REDACTED] 16-6720 Vet Hardship	150.00
12/20/2013	Kirby Holtsoi	6934	16	Check for Kirby Holtsoi [REDACTED] 10-6720 Vet Hardship	150.00
12/20/2013	Churches Chicken	6935	01	Check for Late Evelyn Attakai made out to Churches Chicken	196.34
12/20/2013	Jason C. Arviso	6936	16	Check for Jason C. Arviso Vet Assistance	150.00
12/26/2013	KFC Tse Bonito	6937	01	Funeral Assist for late Jason Tungovia to KFC	195.10
12/26/2013	Lowe's Shop and Save	6938	01	Funeral Assist for late Peterson Billie	198.66
12/30/2013	Churchs Chicken	6939	01	Funeral Assistance for the late Sheila Ann John	196.88
12/30/2013	Bubany Lumber Company	6940	10	Purchase items for chapter exterior bulbs	50.25
12/30/2013	Herman Billie	6941	10	Travel Reimbursement	100.13
12/30/2013	Herman Billie	6942	10	Travel Reimbursement	171.68
12/30/2013	Annie W. Begay	6943	01	Cleaning Deposit Refund	75.00
12/30/2013	Mona Waquiu	6944	01	Cleaning Deposit Refund	75.00
12/30/2013	Ethel Crawford	6945	01	Cleaning Deposit Refund	75.00
12/30/2013	Richard Segay	6946	01	Cleaning Deposit Refund	75.00
Report Total					24,732.76

CAPITALIZED FIXED ASSETS INVENTORY

Fort Defiance Chapter

Date: _____

#	PROPERTY #	SERIAL #	DESCRIPTION		Date Of Purchase	Purchase Amount	Fund No.	Date Of Disposition	Salvage Value	Location
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
CONDITION A - NEW B - GOOD C - FAIR D - POOR E - NO VALUE		I certify that a physical inventory of all the property for which I am responsible has been made; that the above list is correct and complete, and except noted, the property is not excess to Chapter needs.					INVENTORIED BY:			
		SIGNATURE OF COMMUNITY SERVICE COORDINATOR - APPROVAL					UPDATED BY:			

**CHAPTER
MONTHLY BANK RECONCILIATION
CHECKING ACCOUNT**

Closing balance per bank statement: \$ 1,127.00

on 12/31/2014

ADD: Deposits not shown on bank statement: \$ 0.00

SUBTRACT: Outstanding checks (checks not cleared by the bank. This information is taken from the Check Ledger).

CHECK	AMOUNT	CHECK	AMOUNT
TOTAL	0.00	TOTAL	0.00

TOTAL OUTSTANDING CHECKS: 0.00 \$ 0.00

ADJUSTED BANK BALANCE: (= to check ledger balance) \$ 1,127.00

RECONCILED BY: _____
Signature of Office Specialist Date

APPROVED BY: _____
Signature of Comm. Svc. Coordinator Date

CONCURRED BY: _____
Signature of Chapter Secretary/Treasurer Date

**SAMPLE CHAPTER
REQUEST FOR BUDGET TRANSFER**

September 12, 2008

DISTRICT: _____ **AGENCY:** _____ Fort Defiance

The Chapter Officials hereby authorize the Chapter Administration to transfer funds within the _____ Fund Budget as follows:

TRANSFER REQUESTED

FROM SUB-ACCOUNT	AMOUNT	INTO SUB-ACCOUNT	AMOUNT
TOTAL:	\$ -	TOTAL:	\$ -

JUSTIFICATION: (Must be detailed and completed)

Chapter President

Community Service Coordinator

CONCURRENCE:

Chapter Secretary/Treasurer

Date

XXXX CHAPTER

FUNDS APPROVAL FORM

AMOUNT OF CHECK

DATE:

CHECK NUMBER:

PAYABLE TO:

Invoice or Reference Number :

Purpose of Payment :

ACCOUNT NUMBER

AMOUNT

YES

NO

Availability of Funds

Budgeted Item

Community Approval

Condition of Appropriation

REQUESTED BY :

DATE :

Office Specialist

APPROVED BY :

DATE :

Community Service Coordinator

CONCURRED BY :

DATE :

Chapter Official



FORT DEFIANCE CHAPTER

P.O. Box 366 Fort Defiance, AZ 86504

Travel Authorization
Travel Advance
Travel Expense Report

TRAVEL NUMBER

TRAVEL ADVANCE REQUIRED

YES ☐ NO ☐

DEPT NAME	DEPT NO. 133	TRAVEL REQUEST
NAME & POSITION OF TRAVELER	SIGNATURE OF TRAVELER	
SOCIAL SECURITY NO.	REGULAR STATUS EMPLOYEE <input type="checkbox"/> TEMPORARY EMPLOYEE <input type="checkbox"/>	1) Phone _____ 2) Phone _____
DATE OF DEPARTURE	DATE OF RETURN	PURPOSE OF TRAVEL:
<input type="checkbox"/> TRIBAL VEHICLE <input type="checkbox"/> PRIVATE VEHICLE		ITINERARY POV INSURANCE CARRIER & POLICY NO. EXP. DATE

Business Units		Amount	
Mileage/Rate	6204	Accounting Use	Charge Account No
Lodging	6203		
Meals	6202		
Miscellaneous		Total Costs	

COST ESTIMATE

I hereby approve this travel request	Date Approved
--------------------------------------	------------------

DEPARTMENT MANAGER	
TRAVEL ADVANCE AUTHORIZED	Total Advance \$
AUTHORIZED SIGNATURE	DATE APPROVED

TRAVEL EXPENSE REPORT

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
ARRIVAL									
DEPARTURE									
ARRIVAL									
FROM									
TO									
TO									
									Total

Lodging									
Breakfast									
Lunch									
Dinner									
Misc									
POV mileage									
Fuel									
Car Rental									
Inner-City Fares									
Parking Fees									
Internet Service									
TOTAL									

"I CERTIFY THAT THIS TRAVEL REPORT IS ACCURATE, COMPLETE AND ALL EXPENSES REQUESTED FOR REIMBURSEMENT AND CLAIMED HEREIN WHILE ON NAVAJO NATION OFFICIAL TRAVEL FOR THE PURPOSES AS SET FORTH IN THIS TRAVEL AUTHORIZATION"

SIGNATURE OF TRAVELER: _____ APPROVED BY: _____

ACCOUNTING DISTRIBUTION			Expense Reconciliation	
	Charge Acct No	Amount	Previous Balance Due Chapter	
Meals			Advance This Report	
Mileage			Total Expense This Report	
Lodging			Amount Due Employee	
			Amount Due Chapter	

**Fort Defiance Chapter
Mileage Report/Log**

" EXHIBIT K"

Traveler's Name: _____ TA# _____

(Note: Mileage Log required for Monthly Blanket TA or POV Mileage Claim(s). Must be accompanied with a trip Report)

Travel Date:	Purpose of Trip	Destination: FROM:/TO:/RETURN:		Odometer Reading:	Total Miles:
		From	To		
				Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	TO:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	TO:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	
		From:	To:	Beg:	
				End:	

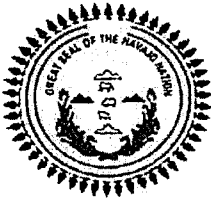
Total:

I certify that mileage report represents actual mileage incurred by me on official travel as herein stated.

Signature of Traveler/Date

Immediate Supervisor's Signature/Date

Signature of Approval Authority/Date



Fort Defiance Chapter
P.O. Box 366
Fort Defiance, AZ 86504
Tel: (928) 729-4352 Fax: (928) 729-4353
Trip Report



Name of Traveler: _____ TA# _____

Travel Date From: _____ Return Date: _____ Report Date: _____

Time of Departure: _____ AM/PM Return Time: _____ AM/PM

Type of Vehicle Used: Tribal: _____ Private: X

Odometer Reading: Beginning: _____ Ending: _____ Total _____ Miles Incurred

Purpose of Travel: _____

Person (s) Contacted: _____

Accomplishments (Note: XVII. 2): _____

Justification for Unauthorized Expenses: _____

I certify that this trip report represents all claims incurred by me an official travel as herein stated.

* Approval Line for Unauthorized Expense ONLY ☐ Approved ☒ Disapproved (Approval Authority Only)

Signature of Traveler/Date
(Required)

Signature of Athorization/Date
(Required)

2014 PER DIEM RATES

Effective October 1, 2013

**NAVAJO NATION TRAVEL POLICY ON
MEAL ALLOWANCE REIMBURSEMENTS
STANDARD CONUS PER DIEM RATES**

BREAKFAST	\$ 7.00	\$ 8.00	\$ 9.00	\$10.00	\$11.00	\$12.00
LUNCH	\$11.00	\$12.00	\$13.00	\$15.00	\$16.00	\$18.00
DINNER	\$23.00	\$26.00	\$29.00	\$31.00	\$34.00	\$36.00
INCIDENTAL	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
TOTAL	\$46.00	\$51.00	\$56.00	\$61.00	\$66.00	\$71.00

Navajo Nation Policy is to reimburse employees for all expenses that are reasonably necessary and actually incurred when traveling on authorized Navajo Nation business.

TO CLAIM BREAKFAST, TRAVEL MUST BEGIN BEFORE 7:00 AM.

TO CLAIM LUNCH, TRAVEL MUST BEGIN BEFORE 11:30 AM.

TO CLAIM DINNER, TRAVEL MUST END AFTER 7:00 PM.

➤ *Meals included, as part of Registration and Conference Fees shall not be claimed.*

➤ *Expenses for alcoholic beverages are not allowed for reimbursement.*

EXHIBIT IV

PER DIEM RATES (FY14)
For Frequently Traveled Cities
October 1, 2013

CITY AND COUNTIES	FROM	TO	LODGING	MEALS	TOTAL
STANDARD CONUS CIBOLA/SANDOVAL/LOS ALAMOS			\$83.00	\$46.00	\$129.00
OTERO/LINCOLN/SOCORRO (Gap, Canoncito, Acoma, Grants, Cottonwood, Santa Ana, Los Alamos, Mescalero, Ruidoso, Alamo)					
Window Rock, AZ (APACHE)			\$83.00	\$46.00	\$129.00
Chinle, Ganado, Sanders, Teec Nos Pos, Low Mountain					
Flagstaff, AZ (COCONINO/YAVAPAI-LESS THE CITY OF SEDONA)	1-Oct	31-Oct	\$101.00	\$66.00	\$167.00
Cameron, Heber, Kaibito, Leupp, T/C, Page	1-Nov	28-Feb	\$83.00	\$66.00	\$149.00
Prescott, Grand Canyon	1-Mar	30-Sep	\$101.00	\$66.00	\$167.00
Kayenta (NAVAJO) Winslow, Honda, Snowflake, Dilkon			\$83.00	\$46.00	\$129.00
Holbrook, Shonto, Showlow, Blue Gap, Pinetop, Pinon					
Phoenix, AZ (MARICOPA)	1-Oct	31-Dec	\$106.00	\$71.00	\$177.00
(Mesa, Scottsdale, Glendale, Tempe, Avondale	1-Jan	30-Apr	\$133.00	\$71.00	\$204.00
Peoria, Fountain Hills, Chandler, Apache Junction)	1-May	31-Aug	\$88.00	\$71.00	\$159.00
	1-Sep	30-Sep	\$106.00	\$71.00	\$177.00
Payson, AZ (GILA)			\$83.00	\$46.00	\$129.00
Tucson, AZ (PIMA)	1-Oct	31-Jan	\$86.00	\$56.00	\$142.00
	1-Feb	31-May	\$99.00	\$56.00	\$155.00
	1-Jun	31-Aug	\$83.00	\$56.00	\$139.00
	1-Sep	30-Sep	\$86.00	\$56.00	\$142.00
Sedona, AZ (CITY LIMITS OF SEDONA)	1-Oct	28-Feb	\$123.00	\$66.00	\$189.00
	1-Mar	30-Apr	\$147.00	\$66.00	\$213.00
	1-May	30-Sep	\$123.00	\$66.00	\$189.00
Sierra Vista (COCHISE)			\$83.00	\$46.00	\$129.00
Yuma (YUMA)			\$83.00	\$46.00	\$129.00
Albuquerque, NM (BERNALILLO)			\$83.00	\$46.00	\$129.00
Farmington, NM (SAN JUAN) Shiprock, Kirkland, Bloomfield, Burnham			\$83.00	\$46.00	\$129.00
Gallup, NM (McKINLEY) Zuni, Tohatchi, Navajo, Crownpoint			\$83.00	\$46.00	\$129.00
Santa Fe, NM (SANATA FE)			\$88.00	\$71.00	\$159.00
Denver, CO (DENVER) Aurora			\$156.00	\$66.00	
Cortez, CO (MONTEZUMA) Towaoc	1-Oct	31-May	\$87.00	\$51.00	\$222.00
	1-Jun	30-Sep	\$109.00	\$51.00	\$138.00
Durango, CO (LaPLATA)	1-Oct	31-May	\$97.00	\$61.00	\$160.00
	1-Jun	30-Sep	\$138.00	\$61.00	\$158.00
Pagosa Springs, CO (ARCHULETA)			\$83.00	\$46.00	\$199.00
Dallas, TX (DALLAS and CITY OF DALLAS)	1-Oct	31-Oct	\$123.00	\$71.00	\$194.00
	1-Nov	31-Dec	\$108.00	\$71.00	\$179.00
	1-Jan	30-Sep	\$123.00	\$71.00	\$194.00
Fort Worth/Arlington/Grapevine, TX (TARRANT)			\$140.00	\$56.00	\$196.00
Houston, TX (MONTGOMERY/FT. BEND/HARRIS)			\$118.00	\$71.00	\$189.00
Las Vegas, NV (CLARK) Laughlin			\$92.00	\$71.00	\$163.00
Washington, DC (District of Columbia)	1-Oct	31-Oct	\$219.00	\$71.00	\$290.00
	1-Nov	28-Feb	\$184.00	\$71.00	\$255.00
	1-Mar	30-Jun	\$224.00	\$71.00	\$295.00
	1-Jul	31-Aug	\$167.00	\$71.00	\$238.00
	1-Sep	30-Sep	\$219.00	\$71.00	\$290.00
Salt Lake City, UT (SALT LAKE and TOOELE)	1-Oct	31-Dec	\$103.00	\$61.00	\$164.00
	1-Jan	31-Mar	\$115.00	\$61.00	\$176.00
	1-Apr	30-Sep	\$103.00	\$61.00	\$164.00
Spokane, WA (SPOKANE)			\$88.00	\$61.00	\$149.00
Tacoma, WA (PIERCE)			\$106.00	\$61.00	\$167.00
San Diego, CA (SAN DIEGO)			\$139.00	\$71.00	\$210.00
San Francisco, CA	1-Oct	31-Oct	\$226.00	\$71.00	\$297.00
	1-Nov	31-Dec	\$172.00	\$71.00	\$243.00
	1-Jan	31-Aug	\$189.00	\$71.00	\$260.00
	1-Sep	30-Sep	\$226.00	\$71.00	\$297.00
			\$133.00	\$71.00	\$204.00
Billings, MT (YELLOWSTONE)			\$83.00	\$46.00	\$129.00
Boston, Cambridge, MA (SUFFOLK)	1-Oct	31-Oct	\$237.00	\$71.00	\$308.00
	1-Nov	31-Mar	\$170.00	\$71.00	\$241.00
	1-Apr	30-Jun	\$229.00	\$71.00	\$300.00
	1-Jul	31-Aug	\$207.00	\$71.00	\$278.00
	1-Sep	30-Sep	\$237.00	\$71.00	\$308.00

Exhibit IV

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
AL	Birmingham	Jefferson and Shelby			\$ 90	\$ 56
AL	Gulf Shores	Baldwin	October 1	May 31	\$ 104	\$ 51
AL	Gulf Shores	Baldwin	June 1	July 31	\$ 133	\$ 51
AL	Gulf Shores	Baldwin	August 1	September 30	\$ 104	\$ 51
AL	Huntsville	Madison and Limestone			\$ 88	\$ 51
AL	Mobile	Mobile	October 1	December 31	\$ 86	\$ 51
AL	Mobile	Mobile	January 1	February 28	\$ 95	\$ 51
AL	Mobile	Mobile	March 1	September 30	\$ 86	\$ 51
AR	Hot Springs	Garland			\$ 99	\$ 46
AR	Little Rock	Pulaski			\$ 87	\$ 61
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	October 1	October 31	\$ 101	\$ 66
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	November 1	February 28	\$ 83	\$ 66
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	March 1	September 30	\$ 101	\$ 66
AZ	Phoenix / Scottsdale	Maricopa	October 1	December 31	\$ 106	\$ 71
AZ	Phoenix / Scottsdale	Maricopa	January 1	April 30	\$ 133	\$ 71
AZ	Phoenix / Scottsdale	Maricopa	May 1	August 31	\$ 88	\$ 71
AZ	Phoenix / Scottsdale	Maricopa	September 1	September 30	\$ 106	\$ 71
AZ	Sedona	City Limits of Sedona	October 1	February 28	\$ 123	\$ 66
AZ	Sedona	City Limits of Sedona	March 1	April 30	\$ 147	\$ 66
AZ	Sedona	City Limits of Sedona	May 1	September 30	\$ 123	\$ 66
AZ	Tucson	Pima	October 1	January 31	\$ 86	\$ 56
AZ	Tucson	Pima	February 1	May 31	\$ 99	\$ 56
AZ	Tucson	Pima	June 1	August 31	\$ 83	\$ 56
AZ	Tucson	Pima	September 1	September 30	\$ 86	\$ 56
CA	Antioch / Brentwood / Concord	Contra Costa			\$ 117	\$ 66
CA	Bakersfield / Ridgecrest	Kern County			\$ 94	\$ 51
CA	Barstow / Ontario / Victorville	San Bernardino			\$ 99	\$ 56
CA	Death Valley	Inyo			\$ 94	\$ 46
CA	Eureka / Arcata / McKinleyville	Humboldt	October 1	May 31	\$ 87	\$ 61
CA	Eureka / Arcata / McKinleyville	Humboldt	June 1	August 31	\$ 102	\$ 61
CA	Eureka / Arcata / McKinleyville	Humboldt	September 1	September 30	\$ 87	\$ 61
CA	Fresno	Fresno			\$ 85	\$ 61
CA	Los Angeles	Los Angeles, Orange, Ventura, and Edwards			\$ 133	\$ 71
CA	Mammoth Lakes	Mono			\$ 129	\$ 61
CA	Mill Valley / San Rafael / Novato	Marin			\$ 122	\$ 56
CA	Modesto	Stanislaus			\$ 84	\$ 51
CA	Monterey	Monterey	October 1	June 30	\$ 123	\$ 71
CA	Monterey	Monterey	July 1	August 31	\$ 156	\$ 71
CA	Monterey	Monterey	September 1	September 30	\$ 123	\$ 71
CA	Napa	Napa	October 1	November 30	\$ 163	\$ 66
CA	Napa	Napa	December 1	March 31	\$ 127	\$ 66
CA	Napa	Napa	April 1	September 30	\$ 163	\$ 66
CA	Oakhurst	Madera	October 1	April 30	\$ 83	\$ 56
CA	Oakhurst	Madera	May 1	September 30	\$ 102	\$ 56
CA	Oakland	Alameda			\$ 112	\$ 61
CA	Palm Springs	Riverside	October 1	December 31	\$ 105	\$ 71

EXHIBIT IV

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
CA	Palm Springs	Riverside	January 1	May 31	\$ 125	\$ 71
CA	Palm Springs	Riverside	June 1	August 31	\$ 86	\$ 71
CA	Palm Springs	Riverside	September 1	September 30	\$ 105	\$ 71
CA	Point Arena / Gualala	Mendocino			\$ 93	\$ 66
CA	Redding	Shasta			\$ 89	\$ 61
CA	Sacramento	Sacramento			\$ 102	\$ 61
CA	San Diego	San Diego			\$ 139	\$ 71
CA	San Francisco	San Francisco	October 1	October 31	\$ 226	\$ 71
CA	San Francisco	San Francisco	November 1	December 31	\$ 172	\$ 71
CA	San Francisco	San Francisco	January 1	August 31	\$ 189	\$ 71
CA	San Francisco	San Francisco	September 1	September 30	\$ 226	\$ 71
CA	San Luis Obispo	San Luis Obispo	October 1	June 30	\$ 105	\$ 66
CA	San Luis Obispo	San Luis Obispo	July 1	August 31	\$ 126	\$ 66
CA	San Luis Obispo	San Luis Obispo	September 1	September 30	\$ 105	\$ 66
CA	San Mateo / Foster City / Belmont	San Mateo	October 1	October 31	\$ 140	\$ 61
CA	San Mateo / Foster City / Belmont	San Mateo	November 1	January 31	\$ 129	\$ 61
CA	San Mateo / Foster City / Belmont	San Mateo	February 1	September 30	\$ 140	\$ 61
CA	Santa Barbara	Santa Barbara	October 1	June 30	\$ 148	\$ 66
CA	Santa Barbara	Santa Barbara	July 1	August 31	\$ 193	\$ 66
CA	Santa Barbara	Santa Barbara	September 1	September 30	\$ 148	\$ 66
CA	Santa Cruz	Santa Cruz	October 1	May 31	\$ 122	\$ 66
CA	Santa Cruz	Santa Cruz	June 1	August 31	\$ 159	\$ 66
CA	Santa Cruz	Santa Cruz	September 1	September 30	\$ 122	\$ 66
CA	Santa Monica	City limits of Santa Monica	October 1	May 31	\$ 183	\$ 71
CA	Santa Monica	City limits of Santa Monica	June 1	August 31	\$ 216	\$ 71
CA	Santa Monica	City limits of Santa Monica	September 1	September 30	\$ 183	\$ 71
CA	Santa Rosa	Sonoma			\$ 114	\$ 61
CA	South Lake Tahoe	El Dorado			\$ 109	\$ 71
CA	Stockton	San Joaquin			\$ 89	\$ 56
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara			\$ 144	\$ 56
CA	Tahoe City	Placer			\$ 84	\$ 61
CA	Truckee	Nevada			\$ 107	\$ 71
CA	Visalia / Lemoore	Tulare and Kings			\$ 84	\$ 61
CA	West Sacramento / Davis	Yolo			\$ 106	\$ 51
CA	Yosemite National Park	Mariposa	October 1	May 31	\$ 133	\$ 71
CA	Yosemite National Park	Mariposa	June 1	August 31	\$ 178	\$ 71
CA	Yosemite National Park	Mariposa	September 1	September 30	\$ 133	\$ 71
CO	Aspen	Pitkin	October 1	November 30	\$ 122	\$ 71
CO	Aspen	Pitkin	December 1	March 31	\$ 247	\$ 71
CO	Aspen	Pitkin	April 1	May 31	\$ 120	\$ 71
CO	Aspen	Pitkin	June 1	August 31	\$ 213	\$ 71
CO	Aspen	Pitkin	September 1	September 30	\$ 122	\$ 71
CO	Boulder / Broomfield	Boulder and Broomfield			\$ 111	\$ 61
CO	Colorado Springs	El Paso			\$ 87	\$ 66
CO	Cortez	Montezuma	October 1	May 31	\$ 87	\$ 51
CO	Cortez	Montezuma	June 1	September 30	\$ 109	\$ 51
CO	Crested Butte / Gunnison	Gunnison	October 1	May 31	\$ 83	\$ 51
CO	Crested Butte / Gunnison	Gunnison	June 1	August 31	\$ 94	\$ 51
CO	Crested Butte / Gunnison	Gunnison	September 1	September 30	\$ 83	\$ 51

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
CO	Denver / Aurora	Denver, Adams, Arapahoe, and Jefferson			\$ 156	\$ 66
CO	Douglas County	Douglas			\$ 104	\$ 61
CO	Durango	La Plata	October 1	May 31	\$ 97	\$ 61
CO	Durango	La Plata	June 1	September 30	\$ 138	\$ 61
CO	Fort Collins / Loveland	Larimer			\$ 91	\$ 56
CO	Glenwood Springs / Grand Junction	Garfield / Mesa			\$ 84	\$ 51
CO	Montrose	Montrose	October 1	May 31	\$ 83	\$ 56
CO	Montrose	Montrose	June 1	September 30	\$ 92	\$ 56
CO	Silverthorne / Breckenridge	Summit	October 1	November 30	\$ 92	\$ 56
CO	Silverthorne / Breckenridge	Summit	December 1	March 31	\$ 132	\$ 56
CO	Silverthorne / Breckenridge	Summit	April 1	May 31	\$ 86	\$ 56
CO	Silverthorne / Breckenridge	Summit	June 1	September 30	\$ 92	\$ 56
CO	Steamboat Springs	Routt	October 1	November 30	\$ 99	\$ 56
CO	Steamboat Springs	Routt	December 1	March 31	\$ 158	\$ 56
CO	Steamboat Springs	Routt	April 1	September 30	\$ 99	\$ 56
CO	Telluride	San Miguel	October 1	November 30	\$ 107	\$ 71
CO	Telluride	San Miguel	December 1	March 31	\$ 222	\$ 71
CO	Telluride	San Miguel	April 1	May 31	\$ 129	\$ 71
CO	Telluride	San Miguel	June 1	September 30	\$ 221	\$ 71
CO	Vail	Eagle	October 1	November 30	\$ 114	\$ 71
CO	Vail	Eagle	December 1	March 31	\$ 297	\$ 71
CO	Vail	Eagle	April 1	August 31	\$ 142	\$ 71
CO	Vail	Eagle	September 1	September 30	\$ 114	\$ 71
CT	Bridgeport / Danbury	Fairfield			\$ 121	\$ 71
CT	Cromwell / Old Saybrook	Middlesex			\$ 92	\$ 61
CT	Hartford	Hartford			\$ 112	\$ 56
CT	Lakeville / Salisbury	Litchfield			\$ 100	\$ 66
CT	New Haven	New Haven			\$ 92	\$ 61
CT	New London / Groton	New London			\$ 97	\$ 61
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	October 1	October 31	\$ 219	\$ 71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	November 1	February 28	\$ 184	\$ 71

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	March 1	June 30	\$ 224	\$ 71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	July 1	August 31	\$ 167	\$ 71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	September 1	September 30	\$ 219	\$ 71
DE	Dover	Kent	October 1	April 30	\$ 83	\$ 46
DE	Dover	Kent	May 1	September 30	\$ 103	\$ 46
DE	Lewes	Sussex	October 1	June 30	\$ 88	\$ 46
DE	Lewes	Sussex	July 1	August 31	\$ 133	\$ 46
DE	Lewes	Sussex	September 1	September 30	\$ 88	\$ 46
DE	Wilmington	New Castle			\$ 115	\$ 56
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	October 1	December 31	\$ 93	\$ 71
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	January 1	April 30	\$ 142	\$ 71
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	May 1	September 30	\$ 93	\$ 71
FL	Bradenton	Manatee	October 1	January 31	\$ 83	\$ 56
FL	Bradenton	Manatee	February 1	April 30	\$ 105	\$ 56
FL	Bradenton	Manatee	May 1	September 30	\$ 83	\$ 56
FL	Cocoa Beach	Brevard			\$ 103	\$ 51
FL	Daytona Beach	Volusia	October 1	January 31	\$ 83	\$ 51
FL	Daytona Beach	Volusia	February 1	July 31	\$ 97	\$ 51
FL	Daytona Beach	Volusia	August 1	September 30	\$ 83	\$ 51
FL	Fort Lauderdale	Broward	October 1	December 31	\$ 134	\$ 71
FL	Fort Lauderdale	Broward	January 1	March 31	\$ 180	\$ 71
FL	Fort Lauderdale	Broward	April 1	May 31	\$ 147	\$ 71
FL	Fort Lauderdale	Broward	June 1	September 30	\$ 108	\$ 71
FL	Fort Myers	Lee	October 1	December 31	\$ 88	\$ 56
FL	Fort Myers	Lee	January 1	April 30	\$ 128	\$ 56
FL	Fort Myers	Lee	May 1	September 30	\$ 88	\$ 56
FL	Fort Walton Beach / De Funiak Springs	Okaloosa and Walton	October 1	October 31	\$ 126	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa and Walton	November 1	February 28	\$ 83	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa and Walton	March 1	May 31	\$ 142	\$ 51

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
FL	Fort Walton Beach / De Funiak Sp	Okaloosa and Walton	June 1	July 31	\$188	\$51
FL	Fort Walton Beach / De Funiak Sp	Okaloosa and Walton	August 1	September 30	\$126	\$51
FL	Gainesville	Alachua			\$91	\$51
FL	Gulf Breeze	Santa Rosa			\$87	\$51
FL	Key West	Monroe	October 1	November 30	\$167	\$71
FL	Key West	Monroe	December 1	January 31	\$210	\$71
FL	Key West	Monroe	February 1	April 30	\$246	\$71
FL	Key West	Monroe	May 1	September 30	\$167	\$71
FL	Miami	Miami-Dade	October 1	December 31	\$140	\$66
FL	Miami	Miami-Dade	January 1	March 31	\$187	\$66
FL	Miami	Miami-Dade	April 1	May 31	\$138	\$66
FL	Miami	Miami-Dade	June 1	September 30	\$109	\$66
FL	Naples	Collier	October 1	December 31	\$121	\$61
FL	Naples	Collier	January 1	April 30	\$186	\$61
FL	Naples	Collier	May 1	September 30	\$105	\$61
FL	Orlando	Orange	October 1	December 31	\$101	\$56
FL	Orlando	Orange	January 1	April 30	\$123	\$56
FL	Orlando	Orange	May 1	September 30	\$101	\$56
FL	Panama City	Bay	October 1	February 28	\$83	\$51
FL	Panama City	Bay	March 1	July 31	\$113	\$51
FL	Panama City	Bay	August 1	September 30	\$83	\$51
FL	Pensacola	Escambia			\$102	\$46
FL	Punta Gorda	Charlotte	October 1	January 31	\$83	\$51
FL	Punta Gorda	Charlotte	February 1	March 31	\$100	\$51
FL	Punta Gorda	Charlotte	April 1	September 30	\$83	\$51
FL	Sarasota	Sarasota	October 1	January 31	\$94	\$56
FL	Sarasota	Sarasota	February 1	April 30	\$128	\$56
FL	Sarasota	Sarasota	May 1	September 30	\$94	\$56
FL	Sebring	Highlands	October 1	December 31	\$83	\$46
FL	Sebring	Highlands	January 1	March 31	\$117	\$46
FL	Sebring	Highlands	April 1	September 30	\$83	\$46
FL	St. Augustine	St. Johns			\$102	\$56
FL	Stuart	Martin	October 1	December 31	\$83	\$51
FL	Stuart	Martin	January 1	April 30	\$96	\$51
FL	Stuart	Martin	May 1	September 30	\$83	\$51
FL	Tallahassee	Leon	October 1	December 31	\$83	\$46
FL	Tallahassee	Leon	January 1	April 30	\$94	\$46
FL	Tallahassee	Leon	May 1	September 30	\$83	\$46
FL	Tampa / St. Petersburg	Pinellas and Hillsborough	October 1	December 31	\$99	\$51
FL	Tampa / St. Petersburg	Pinellas and Hillsborough	January 1	April 30	\$116	\$51
FL	Tampa / St. Petersburg	Pinellas and Hillsborough	May 1	September 30	\$99	\$51
FL	Vero Beach	Indian River	October 1	January 31	\$101	\$51
FL	Vero Beach	Indian River	February 1	April 30	\$139	\$51
FL	Vero Beach	Indian River	May 1	September 30	\$101	\$51
GA	Athens	Clarke			\$90	\$46
GA	Atlanta	Fulton, Dekalb and Cobb			\$133	\$56
GA	Augusta	Richmond			\$91	\$51
GA	Jekyll Island / Brunswick	Glynn	October 1	November 30	\$143	\$56
GA	Jekyll Island / Brunswick	Glynn	December 1	February 28	\$110	\$56
GA	Jekyll Island / Brunswick	Glynn	March 1	September 30	\$143	\$56

Exhibit M

FY 2014 PerDiem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
					\$83	\$46
GA	Savannah	Chatham			\$98	\$56
IA	Cedar Rapids	Linn			\$86	\$51
IA	Dallas County	Dallas			\$109	\$51
IA	Des Moines	Polk			\$93	\$51
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	October 1	June 30	\$83	\$61
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	July 1	August 31	\$107	\$61
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	September 1	September 30	\$83	\$61
ID	Coeur d'Alene	Kootenai	October 1	May 31	\$85	\$61
ID	Coeur d'Alene	Kootenai	June 1	August 31	\$126	\$61
ID	Coeur d'Alene	Kootenai	September 1	September 30	\$85	\$61
ID	Driggs / Idaho Falls	Bonneville / Fremont / Teton			\$84	\$46
ID	Sun Valley / Ketchum	Blaine	October 1	June 30	\$93	\$71
ID	Sun Valley / Ketchum	Blaine	July 1	August 31	\$116	\$71
ID	Sun Valley / Ketchum	Blaine	September 1	September 30	\$93	\$71
IL	Bolingbrook / Romeoville / Lemont	Will			\$88	\$51
IL	Chicago	Cook and Lake	October 1	November 30	\$209	\$71
IL	Chicago	Cook and Lake	December 1	February 28	\$128	\$71
IL	Chicago	Cook and Lake	March 1	June 30	\$186	\$71
IL	Chicago	Cook and Lake	July 1	August 31	\$166	\$71
IL	Chicago	Cook and Lake	September 1	September 30	\$209	\$71
IL	Oak Brook Terrace	Dupage			\$100	\$61
IL	O'Fallon / Fairview Heights / Collinsville	Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe and St. Clair			\$108	\$56
IL	Springfield	Sangamon			\$85	\$56
IN	Bloomington	Monroe			\$102	\$56
IN	Ft. Wayne	Allen			\$87	\$56
IN	Hammond / Munster / Merrillville	Lake			\$89	\$46
IN	Indianapolis / Carmel	Marion, Hamilton			\$95	\$61
IN	Lafayette / West Lafayette	Tippecanoe			\$86	\$51
IN	South Bend	St. Joseph			\$88	\$56
KS	Kansas City / Overland Park	Wyandotte / Johnson / Leavell			\$106	\$61
KS	Wichita	Sedgwick			\$92	\$56
KY	Boone County	Boone			\$88	\$51
KY	Kenton County	Kenton			\$127	\$56
KY	Lexington	Fayette			\$95	\$61
KY	Louisville	Jefferson	October 1	January 31	\$100	\$61
KY	Louisville	Jefferson	February 1	May 31	\$115	\$61
KY	Louisville	Jefferson	June 1	September 30	\$100	\$61
LA	Alexandria / Leesville / Natchitoches	Allen / Jefferson Davis / Natchitoches / Rapides / Vernon Parishes			\$84	\$61
LA	Baton Rouge	East Baton Rouge Parish			\$97	\$56
LA	Covington / Slidell	St. Tammany Parish			\$91	\$56
LA	New Orleans	Orleans, St. Bernard, Jefferson and Plaquemine Parishes	October 1	December 31	\$140	\$71

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
LA	New Orleans	Orleans, St. Bernard, Jefferson and Plaquemine Parishes	January 1	June 30	\$ 83 \$ 151	\$46 \$ 71
LA	New Orleans	Orleans, St. Bernard, Jefferson and Plaquemine Parishes	July 1	September 30	\$ 108	\$ 71
MA	Andover	Essex			\$ 98	\$ 56
MA	Boston / Cambridge	Suffolk, city of Cambridge	October 1	October 31	\$ 237	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	November 1	March 31	\$ 170	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	April 1	June 30	\$ 229	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	July 1	August 31	\$ 207	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	September 1	September 30	\$ 237	\$ 71
MA	Burlington / Woburn	Middlesex less the city of Cambridge			\$ 124	\$ 71
MA	Falmouth	City limits of Falmouth	October 1	April 30	\$ 103	\$ 51
MA	Falmouth	City limits of Falmouth	May 1	June 30	\$ 122	\$ 51
MA	Falmouth	City limits of Falmouth	July 1	August 31	\$ 175	\$ 51
MA	Falmouth	City limits of Falmouth	September 1	September 30	\$ 103	\$ 51
MA	Hyannis	Barnstable less the city of Falmouth	October 1	June 30	\$ 93	\$ 56
MA	Hyannis	Barnstable less the city of Falmouth	July 1	August 31	\$ 147	\$ 56
MA	Hyannis	Barnstable less the city of Falmouth	September 1	September 30	\$ 93	\$ 56
MA	Martha's Vineyard	Dukes	October 1	June 30	\$ 128	\$ 71
MA	Martha's Vineyard	Dukes	July 1	August 31	\$ 264	\$ 71
MA	Martha's Vineyard	Dukes	September 1	September 30	\$ 128	\$ 71
MA	Nantucket	Nantucket	October 1	May 31	\$ 138	\$ 61
MA	Nantucket	Nantucket	June 1	September 30	\$ 267	\$ 61
MA	Northampton	Hampshire			\$ 102	\$ 56
MA	Pittsfield	Berkshire	October 1	June 30	\$ 110	\$ 61
MA	Pittsfield	Berkshire	July 1	August 31	\$ 134	\$ 61
MA	Pittsfield	Berkshire	September 1	September 30	\$ 110	\$ 61
MA	Plymouth / Taunton / New Bedford	Plymouth / Bristol			\$ 98	\$ 56
MA	Quincy	Norfolk			\$ 129	\$ 51
MA	Springfield	Hampden			\$ 102	\$ 51
MA	Worcester	Worcester			\$ 102	\$ 61
MD	Aberdeen / Bel Air / Belcamp	Harford			\$ 93	\$ 56
MD	Annapolis	Anne Arundel	October 1	October 31	\$ 121	\$ 61
MD	Annapolis	Anne Arundel	November 1	April 30	\$ 101	\$ 61
MD	Annapolis	Anne Arundel	May 1	September 30	\$ 121	\$ 61
MD	Baltimore City	Baltimore City	October 1	November 30	\$ 147	\$ 71
MD	Baltimore City	Baltimore City	December 1	February 28	\$ 119	\$ 71
MD	Baltimore City	Baltimore City	March 1	September 30	\$ 147	\$ 71
MD	Baltimore County	Baltimore			\$ 98	\$ 61
MD	Cambridge / St. Michaels	Dorchester and Talbot	October 1	October 31	\$ 134	\$ 61
MD	Cambridge / St. Michaels	Dorchester and Talbot	November 1	March 31	\$ 114	\$ 61
MD	Cambridge / St. Michaels	Dorchester and Talbot	April 1	May 31	\$ 137	\$ 61
MD	Cambridge / St. Michaels	Dorchester and Talbot	June 1	August 31	\$ 170	\$ 61
MD	Cambridge / St. Michaels	Dorchester and Talbot	September 1	September 30	\$ 134	\$ 61
MD	Centreville	Queen Anne's			\$ 115	\$ 51
MD	Columbia	Howard			\$ 104	\$ 61
MD	Frederick	Frederick			\$ 100	\$ 56
MD	Lexington Park / Leonardtown / Lu	St. Mary's and Calvert			\$ 98	\$ 61

EXHIBIT IV

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
MD	Ocean City	Worcester	October 1	October 31	\$97	\$71
MD	Ocean City	Worcester	November 1	March 31	\$83	\$71
MD	Ocean City	Worcester	April 1	May 31	\$87	\$71
MD	Ocean City	Worcester	June 1	August 31	\$189	\$71
MD	Ocean City	Worcester	September 1	September 30	\$97	\$71
ME	Bar Harbor	Hancock	October 1	October 31	\$119	\$61
ME	Bar Harbor	Hancock	November 1	June 30	\$95	\$61
ME	Bar Harbor	Hancock	July 1	August 31	\$155	\$61
ME	Bar Harbor	Hancock	September 1	September 30	\$119	\$61
ME	Kennebunk / Kittery / Sanford	York	October 1	June 30	\$105	\$56
ME	Kennebunk / Kittery / Sanford	York	July 1	August 31	\$142	\$56
ME	Kennebunk / Kittery / Sanford	York	September 1	September 30	\$105	\$56
ME	Portland	Cumberland / Sagadahoc	October 1	June 30	\$98	\$56
ME	Portland	Cumberland / Sagadahoc	July 1	September 30	\$128	\$56
ME	Rockport	Knox			\$86	\$56
MI	Ann Arbor	Washtenaw			\$99	\$56
MI	Benton Harbor / St. Joseph / Stevensville	Berrien			\$91	\$51
MI	Detroit	Wayne			\$100	\$56
MI	East Lansing / Lansing	Ingham and Eaton			\$86	\$51
MI	Grand Rapids	Kent			\$88	\$51
MI	Holland	Ottawa			\$93	\$56
MI	Kalamazoo / Battle Creek	Kalamazoo / Calhoun			\$89	\$51
MI	Mackinac Island	Mackinac	October 1	June 30	\$83	\$66
MI	Mackinac Island	Mackinac	July 1	August 31	\$94	\$66
MI	Mackinac Island	Mackinac	September 1	September 30	\$83	\$66
MI	Midland	Midland			\$94	\$46
MI	Muskegon	Muskegon	October 1	May 31	\$83	\$46
MI	Muskegon	Muskegon	June 1	August 31	\$102	\$46
MI	Muskegon	Muskegon	September 1	September 30	\$83	\$46
MI	Petoskey	Emmet	October 1	June 30	\$83	\$51
MI	Petoskey	Emmet	July 1	August 31	\$112	\$51
MI	Petoskey	Emmet	September 1	September 30	\$83	\$51
MI	Pontiac / Auburn Hills	Oakland			\$90	\$56
MI	South Haven	Van Buren	October 1	May 31	\$83	\$56
MI	South Haven	Van Buren	June 1	August 31	\$102	\$56
MI	South Haven	Van Buren	September 1	September 30	\$83	\$56
MI	Traverse City and Leland	Grand Traverse and Leelanau	October 1	June 30	\$87	\$51
MI	Traverse City and Leland	Grand Traverse and Leelanau	July 1	August 31	\$150	\$51
MI	Traverse City and Leland	Grand Traverse and Leelanau	September 1	September 30	\$87	\$51
MN	Duluth	St. Louis	October 1	October 31	\$106	\$56
MN	Duluth	St. Louis	November 1	May 31	\$88	\$56
MN	Duluth	St. Louis	June 1	September 30	\$106	\$56
MN	Eagan / Burnsville / Mendota Heights	Dakota			\$86	\$56
MN	Minneapolis / St. Paul	Hennepin and Ramsey			\$133	\$71
MN	Rochester	Olmsted			\$108	\$51
MO	Kansas City	Jackson, Clay, Cass, Platte			\$106	\$61

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
MO	St. Louis	St. Louis, St. Louis City and St. Charles, Crawford, Franklin, Jefferson, Lincoln, Warren and Washington			\$ 83 \$ 108	\$ 46 \$ 66
MS	Hattiesburg	Forrest and Lamar			\$ 85	\$ 51
MS	Oxford	Lafayette			\$ 102	\$ 51
MS	Southaven	Desoto			\$ 92	\$ 46
MS	Starkville	Oktibbeha			\$ 99	\$ 46
MT	Big Sky / West Yellowstone	Gallatin	October 1	May 31	\$ 83	\$ 61
MT	Big Sky / West Yellowstone	Gallatin	June 1	September 30	\$ 117	\$ 61
MT	Butte	Silver Bow			\$ 88	\$ 51
MT	Glendive / Sidney	Dawson / Richland			\$ 105	\$ 56
MT	Helena	Lewis and Clark			\$ 88	\$ 56
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	October 1	June 30	\$ 89	\$ 51
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	July 1	August 31	\$ 114	\$ 51
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	September 1	September 30	\$ 89	\$ 51
NC	Asheville	Buncombe			\$ 97	\$ 51
NC	Atlantic Beach / Morehead City	Carteret	October 1	May 31	\$ 83	\$ 56
NC	Atlantic Beach / Morehead City	Carteret	June 1	August 31	\$ 105	\$ 56
NC	Atlantic Beach / Morehead City	Carteret	September 1	September 30	\$ 83	\$ 56
NC	Chapel Hill	Orange			\$ 92	\$ 56
NC	Charlotte	Mecklenburg			\$ 110	\$ 51
NC	Durham	Durham			\$ 89	\$ 51
NC	Fayetteville	Cumberland			\$ 95	\$ 51
NC	Greensboro	Guilford			\$ 90	\$ 56
NC	Kill Devil	Dare	October 1	May 31	\$ 95	\$ 61
NC	Kill Devil	Dare	June 1	August 31	\$ 155	\$ 61
NC	Kill Devil	Dare	September 1	September 30	\$ 95	\$ 61
NC	New Bern / Havelock	Craven			\$ 90	\$ 46
NC	Raleigh	Wake			\$ 96	\$ 66
NC	Wilmington	New Hanover			\$ 92	\$ 56
ND	Dickinson / Beulah	Stark, Mercer, Billings Coun			\$ 120	\$ 56
ND	Minot	Ward County			\$ 125	\$ 56
ND	Williston	Williams, Mountrail, McKenz			\$ 105	\$ 56
NE	Omaha	Douglas			\$ 100	\$ 61
NH	Concord	Merrimack			\$ 88	\$ 51
NH	Conway	Caroll	October 1	February 28	\$ 112	\$ 61
NH	Conway	Caroll	March 1	June 30	\$ 95	\$ 61
NH	Conway	Caroll	July 1	August 31	\$ 155	\$ 61
NH	Conway	Caroll	September 1	September 30	\$ 112	\$ 61
NH	Durham	Strafford			\$ 96	\$ 46
NH	Laconia	Belknap	October 1	October 31	\$ 117	\$ 51
NH	Laconia	Belknap	November 1	May 31	\$ 96	\$ 51
NH	Laconia	Belknap	June 1	September 30	\$ 117	\$ 51
NH	Lebanon / Lincoln / West Lebanon	Grafton / Sullivan			\$ 112	\$ 56
NH	Manchester	Hillsborough			\$ 91	\$ 56
NH	Portsmouth	Rockingham	October 1	June 30	\$ 100	\$ 61
NH	Portsmouth	Rockingham	July 1	September 30	\$ 129	\$ 61
NJ	Atlantic City / Ocean City / Cape M	Atlantic and Cape May			\$ 92	\$ 66

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
NJ	Belle Mead	Somerset			\$ 133	\$ 56
NJ	Cherry Hill / Moorestown	Camden and Burlington			\$ 96	\$ 61
NJ	Eatontown / Freehold	Monmouth			\$ 104	\$ 56
NJ	Edison / Piscataway	Middlesex			\$ 118	\$ 51
NJ	Flemington	Hunterdon			\$ 110	\$ 61
NJ	Newark	Essex, Bergen, Hudson and			\$ 132	\$ 61
NJ	Parsippany	Morris			\$ 133	\$ 56
NJ	Princeton / Trenton	Mercer			\$ 124	\$ 61
NJ	Springfield / Cranford / New Providence	Union			\$ 110	\$ 56
NJ	Toms River	Ocean	October 1	May 31	\$ 83	\$ 51
NJ	Toms River	Ocean	June 1	August 31	\$ 100	\$ 51
NJ	Toms River	Ocean	September 1	September 30	\$ 83	\$ 51
NM	Carlsbad	Eddy			\$ 105	\$ 51
NM	Las Cruces	Dona Ana			\$ 88	\$ 56
NM	Los Alamos	Los Alamos			\$ 86	\$ 51
NM	Santa Fe	Santa Fe			\$ 88	\$ 71
NM	Taos	Taos			\$ 90	\$ 66
NV	Incline Village / Reno / Sparks	Washoe	October 1	June 30	\$ 93	\$ 51
NV	Incline Village / Reno / Sparks	Washoe	July 1	August 31	\$ 125	\$ 51
NV	Incline Village / Reno / Sparks	Washoe	September 1	September 30	\$ 93	\$ 51
NV	Las Vegas	Clark			\$ 92	\$ 71
NV	Stateline, Carson City	Douglas, Carson City			\$ 88	\$ 61
NY	Albany	Albany			\$ 111	\$ 61
NY	Binghamton / Owego	Broome and Tioga			\$ 97	\$ 46
NY	Buffalo	Erie			\$ 107	\$ 56
NY	Floral Park / Garden City / Great Neck	Nassau			\$ 150	\$ 66
NY	Glens Falls	Warren	October 1	June 30	\$ 99	\$ 66
NY	Glens Falls	Warren	July 1	August 31	\$ 154	\$ 66
NY	Glens Falls	Warren	September 1	September 30	\$ 99	\$ 66
NY	Ithaca / Waterloo / Romulus	Tompkins and Seneca			\$ 113	\$ 46
NY	Kingston	Ulster			\$ 111	\$ 66
NY	Lake Placid	Essex	October 1	November 30	\$ 113	\$ 61
NY	Lake Placid	Essex	December 1	February 28	\$ 133	\$ 61
NY	Lake Placid	Essex	March 1	June 30	\$ 107	\$ 61
NY	Lake Placid	Essex	July 1	August 31	\$ 169	\$ 61
NY	Lake Placid	Essex	September 1	September 30	\$ 113	\$ 61
NY	Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	October 1	December 31	\$ 303	\$ 71
NY	Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	January 1	February 28	\$ 191	\$ 71

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
NY	Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	March 1	June 30	\$ 267	\$ 71
NY	Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	July 1	August 31	\$ 229	\$ 71
NY	Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	September 1	September 30	\$ 303	\$ 71
NY	Niagara Falls	Niagara	October 1	May 31	\$ 83	\$ 51
NY	Niagara Falls	Niagara	June 1	September 30	\$ 99	\$ 51
NY	Nyack / Palisades	Rockland			\$ 112	\$ 61
NY	Poughkeepsie	Dutchess			\$ 102	\$ 66
NY	Riverhead / Ronkonkoma / Melville	Suffolk			\$ 119	\$ 71
NY	Rochester	Monroe			\$ 101	\$ 51
NY	Saratoga Springs / Schenectady	Saratoga and Schenectady	October 1	June 30	\$ 114	\$ 56
NY	Saratoga Springs / Schenectady	Saratoga and Schenectady	July 1	August 31	\$ 164	\$ 56
NY	Saratoga Springs / Schenectady	Saratoga and Schenectady	September 1	September 30	\$ 114	\$ 56
NY	Syracuse / Oswego	Onondaga and Oswego			\$ 96	\$ 56
NY	Tarrytown / White Plains / New Rochelle	Westchester			\$ 139	\$ 71
NY	Troy	Rensselaer			\$ 100	\$ 51
NY	Watertown	Jefferson			\$ 96	\$ 56
NY	West Point	Orange			\$ 106	\$ 51
OH	Akron	Summit			\$ 99	\$ 51
OH	Canton	Stark			\$ 105	\$ 51
OH	Cincinnati	Hamilton / Clermont			\$ 127	\$ 56
OH	Cleveland	Cuyahoga			\$ 111	\$ 56
OH	Columbus	Franklin			\$ 99	\$ 56
OH	Dayton / Fairborn	Greene, Darke and Montgomery			\$ 87	\$ 56
OH	Hamilton	Butler and Warren			\$ 92	\$ 51
OH	Medina / Wooster	Wayne and Medina			\$ 93	\$ 51
OH	Mentor	Lake			\$ 87	\$ 46
OH	Sandusky / Bellevue	Erie / Huron			\$ 90	\$ 46
OH	Youngstown	Mahoning and Trumbull			\$ 92	\$ 51
OK	Enid	Garfield			\$ 106	\$ 56
OK	Oklahoma City	Oklahoma			\$ 87	\$ 66
OR	Beaverton	Washington			\$ 106	\$ 51
OR	Bend	Deschutes	October 1	June 30	\$ 89	\$ 61
OR	Bend	Deschutes	July 1	August 31	\$ 107	\$ 61
OR	Bend	Deschutes	September 1	September 30	\$ 89	\$ 61
OR	Clackamas	Clackamas			\$ 90	\$ 61
OR	Eugene / Florence	Lane			\$ 94	\$ 51
OR	Lincoln City	Lincoln	October 1	June 30	\$ 94	\$ 56

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
OR	Lincoln City	Lincoln	July 1	August 31	\$ 121	\$ 56
OR	Lincoln City	Lincoln	September 1	September 30	\$ 94	\$ 56
OR	Portland	Multnomah			\$ 126	\$ 66
OR	Seaside	Clatsop	October 1	June 30	\$ 96	\$ 51
OR	Seaside	Clatsop	July 1	August 31	\$ 138	\$ 51
OR	Seaside	Clatsop	September 1	September 30	\$ 96	\$ 51
PA	Allentown / Easton / Bethlehem	Lehigh and Northampton			\$ 87	\$ 51
PA	Bucks County	Bucks			\$ 99	\$ 71
PA	Chester / Radnor / Essington	Delaware			\$ 96	\$ 51
PA	Erie	Erie			\$ 90	\$ 46
PA	Gettysburg	Adams	October 1	October 31	\$ 96	\$ 51
PA	Gettysburg	Adams	November 1	March 31	\$ 83	\$ 51
PA	Gettysburg	Adams	April 1	September 30	\$ 96	\$ 51
PA	Harrisburg	Dauphin County excluding Hershey			\$ 106	\$ 51
PA	Hershey	Hershey	October 1	May 31	\$ 103	\$ 51
PA	Hershey	Hershey	June 1	August 31	\$ 148	\$ 51
PA	Hershey	Hershey	September 1	September 30	\$ 103	\$ 51
PA	Lancaster	Lancaster			\$ 97	\$ 56
PA	Malvern / Frazer / Berwyn	Chester			\$ 124	\$ 51
PA	Mechanicsburg	Cumberland			\$ 88	\$ 56
PA	Montgomery County	Montgomery			\$ 126	\$ 66
PA	Philadelphia	Philadelphia	October 1	November 30	\$ 163	\$ 66
PA	Philadelphia	Philadelphia	December 1	August 31	\$ 155	\$ 66
PA	Philadelphia	Philadelphia	September 1	September 30	\$ 163	\$ 66
PA	Pittsburgh	Allegheny			\$ 125	\$ 71
PA	Reading	Berks			\$ 88	\$ 56
PA	Scranton	Lackawanna			\$ 88	\$ 56
PA	State College	Centre			\$ 89	\$ 56
RI	East Greenwich / Warwick / North Kingstown	Kent and Washington			\$ 90	\$ 56
RI	Jamestown / Middletown / Newport	Newport	October 1	October 31	\$ 158	\$ 71
RI	Jamestown / Middletown / Newport	Newport	November 1	April 30	\$ 91	\$ 71
RI	Jamestown / Middletown / Newport	Newport	May 1	September 30	\$ 158	\$ 71
RI	Providence / Bristol	Providence / Bristol			\$ 130	\$ 71
SC	Aiken	Aiken			\$ 89	\$ 46
SC	Charleston	Charleston, Berkeley and Darlington	October 1	October 31	\$ 150	\$ 56
SC	Charleston	Charleston, Berkeley and Darlington	November 1	February 28	\$ 133	\$ 56
SC	Charleston	Charleston, Berkeley and Darlington	March 1	May 31	\$ 173	\$ 56
SC	Charleston	Charleston, Berkeley and Darlington	June 1	September 30	\$ 150	\$ 56
SC	Columbia	Richland / Lexington			\$ 89	\$ 51
SC	Hilton Head	Beaufort	October 1	October 31	\$ 101	\$ 61
SC	Hilton Head	Beaufort	November 1	March 31	\$ 86	\$ 61
SC	Hilton Head	Beaufort	April 1	August 31	\$ 128	\$ 61
SC	Hilton Head	Beaufort	September 1	September 30	\$ 101	\$ 61
SC	Myrtle Beach	Horry	October 1	October 31	\$ 86	\$ 51
SC	Myrtle Beach	Horry	November 1	March 31	\$ 83	\$ 51
SC	Myrtle Beach	Horry	April 1	May 31	\$ 102	\$ 51
SC	Myrtle Beach	Horry	June 1	August 31	\$ 140	\$ 51
SC	Myrtle Beach	Horry	September 1	September 30	\$ 86	\$ 51

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
SD	Hot Springs	Fall River and Custer	October 1	October 31	\$85	\$46
SD	Hot Springs	Fall River and Custer	November 1	May 31	\$83	\$46
SD	Hot Springs	Fall River and Custer	June 1	August 31	\$119	\$46
SD	Hot Springs	Fall River and Custer	September 1	September 30	\$85	\$46
SD	Rapid City	Pennington	October 1	May 31	\$83	\$51
SD	Rapid City	Pennington	June 1	August 31	\$131	\$51
SD	Rapid City	Pennington	September 1	September 30	\$83	\$51
SD	Sturgis / Spearfish	Meade, Butte and Lawrence	October 1	May 31	\$83	\$51
SD	Sturgis / Spearfish	Meade, Butte and Lawrence	June 1	August 31	\$108	\$51
SD	Sturgis / Spearfish	Meade, Butte and Lawrence	September 1	September 30	\$83	\$51
TN	Brentwood / Franklin	Williamson			\$102	\$56
TN	Chattanooga	Hamilton			\$95	\$56
TN	Knoxville	Knox			\$90	\$56
TN	Memphis	Shelby			\$99	\$61
TN	Nashville	Davidson			\$122	\$66
TN	Oak Ridge	Anderson			\$88	\$46
TX	Arlington / Fort Worth / Grapevine	Tarrant County and City of C			\$140	\$56
TX	Austin	Travis			\$120	\$71
TX	Big Spring	Howard			\$128	\$46
TX	College Station	Brazos			\$97	\$56
TX	Corpus Christi	Nueces			\$97	\$51
TX	Dallas	Dallas County	October 1	October 31	\$123	\$71
TX	Dallas	Dallas County	November 1	December 31	\$108	\$71
TX	Dallas	Dallas County	January 1	September 30	\$123	\$71
TX	El Paso	El Paso			\$90	\$51
TX	Galveston	Galveston	October 1	May 31	\$91	\$56
TX	Galveston	Galveston	June 1	August 31	\$119	\$56
TX	Galveston	Galveston	September 1	September 30	\$91	\$56
TX	Greenville	Hunt County			\$86	\$51
TX	Houston (L.B. Johnson Space Cen	Montgomery, Fort Bend and			\$118	\$71
TX	Laredo	Webb			\$96	\$56
TX	McAllen	Hidalgo			\$86	\$56
TX	Midland	Midland			\$164	\$56
TX	Pearsall	Frio, Medina, and La Salle			\$151	\$46
TX	Plano	Collin			\$104	\$61
TX	Round Rock	Williamson			\$91	\$51
TX	San Antonio	Bexar			\$110	\$66
TX	South Padre Island	Cameron	October 1	May 31	\$85	\$56
TX	South Padre Island	Cameron	June 1	July 31	\$103	\$56
TX	South Padre Island	Cameron	August 1	September 30	\$85	\$56
TX	Waco	McLennan			\$87	\$51
UT	Moab	Grand	October 1	October 31	\$128	\$56
UT	Moab	Grand	November 1	February 28	\$114	\$56
UT	Moab	Grand	March 1	September 30	\$128	\$56
UT	Park City	Summit	October 1	November 30	\$99	\$71
UT	Park City	Summit	December 1	March 31	\$211	\$71
UT	Park City	Summit	April 1	September 30	\$99	\$71
UT	Provo	Utah			\$85	\$51
UT	Salt Lake City	Salt Lake and Tooele	October 1	December 31	\$103	\$61
UT	Salt Lake City	Salt Lake and Tooele	January 1	March 31	\$115	\$61

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
UT	Salt Lake City	Salt Lake and Tooele	April 1	September 30	\$103	\$61
VA	Abingdon	Washington			\$95	\$46
VA	Blacksburg	Montgomery			\$97	\$46
VA	Charlottesville	City of Charlottesville, Albemarle, Greene			\$126	\$56
VA	Chesapeake / Suffolk	Cities of Chesapeake and S	October 1	May 31	\$83	\$56
VA	Chesapeake / Suffolk	Cities of Chesapeake and S	June 1	August 31	\$85	\$56
VA	Chesapeake / Suffolk	Cities of Chesapeake and S	September 1	September 30	\$83	\$56
VA	Fredericksburg	City of Fredericksburg / Spotsylvania / Stafford / Caroline			\$85	\$56
VA	Loudoun County	Loudoun			\$105	\$61
VA	Lynchburg	Campbell, Lynchburg City			\$85	\$51
VA	Norfolk / Portsmouth	Cities of Norfolk and Portsm			\$89	\$61
VA	Prince William County / Manassas	Prince William and City of M			\$88	\$56
VA	Richmond	City of Richmond			\$114	\$66
VA	Roanoke	City limits of Roanoke			\$97	\$51
VA	Virginia Beach	City of Virginia Beach	October 1	May 31	\$94	\$56
VA	Virginia Beach	City of Virginia Beach	June 1	August 31	\$166	\$56
VA	Virginia Beach	City of Virginia Beach	September 1	September 30	\$94	\$56
VA	Wallops Island	Accomack	October 1	June 30	\$88	\$56
VA	Wallops Island	Accomack	July 1	August 31	\$133	\$56
VA	Wallops Island	Accomack	September 1	September 30	\$88	\$56
VA	Warrenton	Fauquier			\$111	\$46
VA	Williamsburg / York	James City and York Counties, City of Williamsburg	October 1	March 31	\$83	\$51
VA	Williamsburg / York	James City and York Counties, City of Williamsburg	April 1	August 31	\$93	\$51
VA	Williamsburg / York	James City and York Counties, City of Williamsburg	September 1	September 30	\$83	\$51
VT	Burlington / St. Albans	Chittenden and Franklin	October 1	October 31	\$124	\$66
VT	Burlington / St. Albans	Chittenden and Franklin	November 1	April 30	\$102	\$66
VT	Burlington / St. Albans	Chittenden and Franklin	May 1	September 30	\$124	\$66
VT	Manchester	Bennington	October 1	October 31	\$100	\$71
VT	Manchester	Bennington	November 1	May 31	\$86	\$71
VT	Manchester	Bennington	June 1	September 30	\$100	\$71
VT	Middlebury	Addison			\$130	\$61
VT	Montpelier	Washington			\$107	\$61
VT	Stowe	Lamoille	October 1	March 31	\$129	\$71
VT	Stowe	Lamoille	April 1	May 31	\$102	\$71
VT	Stowe	Lamoille	June 1	September 30	\$129	\$71
VT	White River Junction	Windsor			\$96	\$56
WA	Anacortes / Coupeville / Oak Harbor	Skagit, Island, San Juan			\$91	\$61
WA	Everett / Lynnwood	Snohomish			\$104	\$61
WA	Ocean Shores	Grays Harbor	October 1	June 30	\$83	\$51
WA	Ocean Shores	Grays Harbor	July 1	August 31	\$105	\$51
WA	Ocean Shores	Grays Harbor	September 1	September 30	\$83	\$51

Exhibit M

FY 2014 Per Diem Rates - Effective October 1, 2013

STATE	DESTINATION	COUNTY	SEASON BEGIN	SEASON END	FY14 Lodging	FY14 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
					\$83	\$46
WA	Olympia / Tumwater	Thurston			\$ 94	\$ 61
WA	Port Angeles / Port Townsend	Clallam and Jefferson	October 1	June 30	\$ 95	\$ 61
WA	Port Angeles / Port Townsend	Clallam and Jefferson	July 1	August 31	\$ 122	\$ 61
WA	Port Angeles / Port Townsend	Clallam and Jefferson	September 1	September 30	\$ 95	\$ 61
WA	Richland / Pasco	Benton / Franklin			\$ 90	\$ 46
WA	Seattle	King			\$ 152	\$ 71
WA	Spokane	Spokane			\$ 88	\$ 61
WA	Tacoma	Pierce			\$ 106	\$ 61
WA	Vancouver	Clark, Cowlitz and Skamania			\$ 126	\$ 56
WI	Appleton	Outagamie			\$ 86	\$ 46
WI	Brookfield / Racine	Waukesha / Racine			\$ 93	\$ 56
WI	Lake Geneva	Walworth	October 1	May 31	\$ 93	\$ 51
WI	Lake Geneva	Walworth	June 1	September 30	\$ 129	\$ 51
WI	Madison	Dane	October 1	October 31	\$ 111	\$ 56
WI	Madison	Dane	November 1	August 31	\$ 94	\$ 56
WI	Madison	Dane	September 1	September 30	\$ 111	\$ 56
WI	Milwaukee	Milwaukee			\$ 104	\$ 61
WI	Sheboygan	Sheboygan	October 1	May 31	\$ 83	\$ 51
WI	Sheboygan	Sheboygan	June 1	August 31	\$ 96	\$ 51
WI	Sheboygan	Sheboygan	September 1	September 30	\$ 83	\$ 51
WI	Sturgeon Bay	Door	October 1	June 30	\$ 83	\$ 56
WI	Sturgeon Bay	Door	July 1	August 31	\$ 87	\$ 56
WI	Sturgeon Bay	Door	September 1	September 30	\$ 83	\$ 56
WI	Wisconsin Dells	Columbia	October 1	May 31	\$ 89	\$ 61
WI	Wisconsin Dells	Columbia	June 1	August 31	\$ 106	\$ 61
WI	Wisconsin Dells	Columbia	September 1	September 30	\$ 89	\$ 61
WV	Charleston	Kanawha			\$ 102	\$ 51
WV	Morgantown	Monongalia			\$ 96	\$ 46
WV	Wheeling	Ohio			\$ 106	\$ 46
WY	Cody	Park	October 1	May 31	\$ 93	\$ 51
WY	Cody	Park	June 1	September 30	\$ 132	\$ 51
WY	Evanston / Rock Springs	Sweetwater / Uinta			\$ 89	\$ 51
WY	Gillette	Campbell	October 1	May 31	\$ 83	\$ 51
WY	Gillette	Campbell	June 1	August 31	\$ 88	\$ 51
WY	Gillette	Campbell	September 1	September 30	\$ 83	\$ 51
WY	Jackson / Pinedale	Teton and Sublette	October 1	June 30	\$ 117	\$ 56
WY	Jackson / Pinedale	Teton and Sublette	July 1	August 31	\$ 180	\$ 56
WY	Jackson / Pinedale	Teton and Sublette	September 1	September 30	\$ 117	\$ 56
WY	Sheridan	Sheridan	October 1	May 31	\$ 83	\$ 56
WY	Sheridan	Sheridan	June 1	August 31	\$ 88	\$ 56
WY	Sheridan	Sheridan	September 1	September 30	\$ 83	\$ 56

**Fort Defiance Chapter
FINANCIAL ASSISTANCE REQUEST**

Date: _____

TO: Fort Defiance Chapter
Fort Defiance Chapter Officials/Membership

I am requesting financial assistance from Fort Defiance Chapter in the amount of \$ _____.
(As approved by Chapter Resolution and must be current registered voter of the Fort Defiance Chapter only).

FOR THE FOLLOWING INDIVIDUAL/ORGANIZATION/ENTITY:

NAME _____ PHONE () _____

ADDRESS _____

SOCIAL SECURITY # _____ CENSUS NUMBER _____

FINANCIAL ASSISTANCE IS NEEDED FOR THE FOLLOWING REASON:

_____ Hardship: _____	_____ Student: _____
_____ Emergency: _____	_____ Other: _____
_____ Burial Assistance: _____	

INSTRUCTION FOR PROCESSING

- 1 Complete form & submit to Chapter Administration staff before the request Planning Meeting date.
- 2 Attach any supporting documents (letters, invoices, etc.)
- 3 Copy of voter registration card (obtain from Election Office in Window Rock, AZ)

Requestor Signature

Date

OFFICIAL USE :

APPROVAL/DISAPPROVAL

Reason: _____

Account # _____ Check # _____

Chapter Coordinator

Date

DATE OF CLAIM

FORT DEFIANCE CHAPTER

GENERAL CLAIM FORM

CONTROLLER USE ONLY	
VENDOR NUMBER	TIME / DATE RECEIVED

NAME OF CLAIMANT (PRINTED)	SOCIAL SECURITY #	MAILING ADDRESS	CITY	STATE	ZIP CODE

TYPE OF CLAIM

CHAPTER OFFICERS ONLY – CHECK ONE OF THE FOLLOWING:

☐ LOCAL CHAPTER MEETING

 ☐ DISTRICT MEETING

 ☐ AGENCY MEETING

ALL OTHERS – CHECK ONE OF THE FOLLOWING:

☐ SENIOR CITIZEN COMMITTEE

 ☐ VETERAN'S ORGANIZATION
☐ OTHER

☐ COMMUNITY LAND USE PLANNING COMMITTEE

DESCRIPTION OF MEETING(S)

LOCATION OF MEETING(S)	DATE(S)	PURPOSE OF MEETING OR ITEMS DISCUSSED USE BACK IF NECESSARY	TRAVEL INVOLVED			TOTAL MILES
			FROM	TO	TO	
1.						
2.						
3.						

AMOUNT OF CLAIM	CONTROLLER'S USE ONLY			I certify that this claim is true and just to the best of my knowledge and that The amounts claimed are due to me and have not been previously paid. If approved, I request that the check be ready by (time) _____ on (date). I request that the check be (check one) <input type="checkbox"/> Mailed to me at the above address; <input type="checkbox"/> Picked up by person other than myself (name) _____ SIGNATURE OF CLAIMANT _____ DATE _____
_ DAYS @ \$81.00 (night) PER DIEM \$ _ DAYS @ \$ 56.00 PER DIEM \$ _ MILES @ 0.565 PER MILE \$ OTHER EXPENSES (ATTACH RECEIPTS) \$ _____ ADVANCE REQUESTED \$ _____ LESS DEDUCTIONS _____ TOTAL: \$ 250.00	ACCOUNT NUMBER	FUND AVAILABLE BY	DATE	

CLAIM APPROVED BY: CHAIRMAN, CHAPTER PRES., ETC.		CONTROLLER'S APPROVAL		ADVANCES ONLY	CURRENT ADVANCE BALANCE	ADVANCE RECORDED PAYROLL	
SIGNATURE	DATE	SIGNATURE	DATE	DATE		BY	DATE

CODE

1000 - 1999	ASSETS
2000 - 2999	LIABILITIES
3000 - 3999	FUND BALANCE
4000 - 4999	REVENUE
6000 - 6999	EXPENSES

XX - XXX

Fund #	Assets
(01 - 90)	Liabilities
	Revenues
	Expenditures

EXHIBIT F

REVENUES

4100 - 4110

RESALE ITEMS

4101	Hay Revenue
4102	Wood Revenue
4103	Coal Revenue
4104	Water Revenue
4105	Grain Revenue
4106	Seeds Revenue
4107	Postage

4200 - 4215

RENTALS

4201	Building Revenue
4202	Space Revenue
4203	Heavy Equipment Rental
4204	Other Equipment Rental

SERVICES

4205	Farming Services Revenue
4206	Grazing Fees
4207	Veterinary Services
4208	Septic Services Revenue
4209	Disposal Fee Revenue
4210	Laundry Revenue
4211	Xerox/Fax Revenue
4212	Shower Revenue
4213	Telephone Revenue

4300 - 4310

OTHER INCOME

4301	Fundraising Revenue
4302	Concession Revenue
4303	Vending Machine Revenue
4304	Ars & Crafts Revenue
4305	Donations
4306	Oil & Gas Royalty

4400 - 4410

GRANTS/FUNDS

4401	Federal Grant
4402	County Grant
4403	State Grant
4404	Navajo Nation

4500 - 4510

MISCELLANEOUS

4501	Interest Income
4502	IRS Refund/Reimbursements
4503	Miscellaneous Income
4504	Unidentified Revenue

EXPENDITURES**6100 - 6115****PERSONNEL WAGES/TAXES/BENEFITS**

6100	2120	Salaries & Wages
6101	2320	Salaries - Temporary
6102	6921	Contractual Services
6103	2912	FICA Expense
6104	2914	Medicare Expense
6105	2957	FUTA Expense
6106	2951	SUTA Expense
6107	2944	EE Group Insurance Expense
6108	2961	Workmen's Compensation Expenses
6109	2971	Annual Leave Expense
6110	2928	Sick Leave Expense
6111	2997	Other Fringe Benefit Expense
6112	2740	Bonus Pay
6113	2720	Merit Bonus
6614	2220	Salary Adjustment

6200 - 6210**TRAVEL EXPENSES**

6202	3240	Per Diem Meals
6203	3250	Lodging
6204	3260	POV Mileage

6300 - 6390**OPERATIONAL SUPPLIES**

6300	4130	Office Supplies
6301	4450	Postage, Freight and UPS Expense
6302	4530	Printing/Binding
6303	4420	Operating Supplies
6304	4530	Photo Copy/Reproduction
6305	4540	Dues and Subscription
6306	4440	Computer Software
6320	6420	Vehicle Operating Expense
6321	4710	Gasoline - Vehicle
6322	4720	Diesel Fuel
6324	4620	Vehicle Parts
6340	4510	Veterinary Supplies
6350	4430	Purchases - Hay
6351	4430	Purchases - Grain
6352	4460	Purchases - Food (Chapter)
6353	4430	Purchases - Wood
6354	4430	Purchases - Coal
6355	4430	Purchases - Seeds
6380	6030	Building Materials
6390	6120	Other Supplies Expense

EXHIBIT F

6400 - 6420

LEASE/COMMUNICATION/UTILITIES

6401	5320	Space Rental
6402	5170	Equipment Rental
6403	5120	Building Rental
6404	5350	Other Lease/Rentals
6410	5530	Telephone Expense
6411	5540	Other Communication Expense
6412	5720	Electric Expense
6413	5740	Natural Gas/Propane
6414	6250	Waste Disposal Collection
6415	5760	Water Expense
6416	5770	Sewage
6417	5600	Internet Services

6500 - 6510

REPAIRS AND MAINTENANCE

6500	6140	Repair & Maint - Office Equipment
6501	6430	Repair & Maint - Construction Equipment
6502	6140	Repair & Maint - Furniture
6503	6420	Repair & Maint - Vehicles
6504	6050	Repair & Maint - Buildings
6505	6491	Repair & Maint - Others

6600 - 6620

CONTRACTUAL SERVICES

6600	6540	Consultant Expense
6601	6680	Legal Fees/Expense
6602	6640	Audit Fees/Expense
6603	6865	Other Professional Fees
6604	7180	Catering Expense
6605	3711	Stipends - Meetings
6606	3713	Stipends - Mileage
6607	7520	Seminars & Registration Fees
6608	7520	Training and Tuition Fees
6609	8905	Scholarship Awards
6610	7130	Advertising/Promotional Expense
6611	7765	Insurance - Property, Auto Liability, Equipment
6612	7765	Insurance - Third Party Liability
6613	7765	Insurance - Fidelity Bonds
6615	7265	Bank Service Charges
6616	7265	NSF Service Fees
6617	7265	Late Charges
6618	7265	Interest Expense
6619	7265	Tax Penalties & Interest
6620	7140	Gifts and Awards

EXHIBIT F

ASSETS

1000 - 1199

CASH AND CASH EQUIVALENT

1000	Undeposited Funds
1001	General Checking Account
1100	General Savings Account
1101	Petty Cash
1150	Marketable Securities

1201 - 1210

GRANTS RECEIVABLE

1203	Grants Receivable - Federal
1204	Grants Receivable - Navajo Nation
1205	Grants Receivable - State
1206	Grants Receivable - County
1207	Grants Receivable - Other

1210 - 1220

OTHER RECEIVABLE

1211	Accounts Receivable - Hay Sales
1212	Accounts Receivable - Arts and Crafts
1213	Accounts Receivable - Grain Sales
1214	Interest Receivable
1215	Miscellaneous Receivable

1220 - 1230

ADVANCES AND DEPOSITS

1224	Travel Advances - Employees
1225	Travel Advances - Chapter Officials
1226	Other Advances
1227	Payroll Advances

1300 - 1310

INVENTORY/RESALE ITEMS

1301	Inventory - Hay
1302	Inventory - Arts and Crafts
1303	Inventory - Grain
1304	Inventory - Veterinary Supplies
1305	Inventory - Wood and Coal
1309	Inventory - Other

1310 - 1315

FIXED ASSETS

1311	Office Equipment
1312	Heavy Equipment
1313	Other Equipment
1314	Office Furniture
1315	Vehicle

6720 - 6750**FINANCIAL ASSISTANCE**

6720	8095	Financial Assistance - Community
6721	8935	Financial Assistance - Students
6722	8055	Financial Assistance - Funerals
6723	8095	Financial Assistance - Archeological
6724	8510	Financial Assistance - Housing
6730	8060	Emergency Assistance - Personal Needs
6731	8060	Emergency Assistance - Furnishing Needs
6732	8060	Emergency Assistance - Health Needs
6733	8060	Emergency Assistance - Occupational Needs
6734	8060	Emergency Assistance - Housing
6735	7150	Donations

6800 - 6810**CAPITALIZED EXPENDITURES**

6800	4210	Office Equipment
6801	9164	Construction Equipment
6802	9142	Equipment
6803	9112	Office Furniture
6804	9146	Computers
6805	9162	Vehicles
6806	9052	Buildings
6807	9054	Chapter Renovation
6808	8535	Infrastructure - Bathroom Additions
6809	8540	Infrastructure - Powerline
6810	8550	Infrastructure - Waste Water
6811	8545	Infrastructure - Waterline
6812	8530	Infrastructure - House Wiring
6813	9014	Infrastructure - Land Improvements
6814	9520	Matching Funds - County
6815	9520	Matching Funds - Federal
6816	9520	Matching Funds - State
6817	9520	Matching Funds - Navajo Nation

6911 - 6999**MISCELLANEOUS**

6911	7250	Unidentified Expenses
6999	7250	Miscellaneous Expenses

LIABILITIES**2001 - 2099****PERSONNEL TAXES**

2001	Accounts Payable
2011	Accrued Expenses
2021	Payroll Payable
2022	Federal Income Tax Withheld
2023	State Income Tax Withheld
2024	FICA Tax Payable
2025	Medicare Tax Payable
2026	FUTA Tax Payable
2027	SUTA Tax Payable
2028	Workmen's Compensation Payable
2029	Navajo Nation Sales Tax Payable
2099	Encumbrances

2101	Deferred Revenue
2110	Collections

2201	Bank Loan
------	-----------

FUND BALANCE

3101	Fund Balance
3199	Reserve for Encumbrances

GLOSSARY

Accrued Expenses: Expenses resulting in liabilities which are either due or not payable until some future time.

Deferred Revenue: A tribal government or entity receiving revenues in advance for services which will be performed at a later date.

Encumbrances: An estimated amount of proposed expenditure.

Reserved for Encumbrances: Encumbrances set aside a portion of an appropriation account.

FORT DEFIANCE CHAPTER Scholarship Financial Assistance Application

- All Questions In This Application Must Be Answered!
- A New Application Must Be Filed For All Financial Assistance And Request.
- Under **NO** Circumstance Will The Chapter Administration Make Copies From Previous Application.

REQUIRED DOCUMENTS TO BE ATTACHED TO APPLICATION ARE AS FOLLOW:

Document Checklist

- _____ 1. Scholarship Financial Assistance Application Must Be Complete.
- _____ 2. Signed Authorized Release Of Information Form.
- _____ 3. Copy Of Chapter Voter Registration Card-must be a registered voter for six (6) months before applying.
- _____ 4. Copy Of Certificate Of Indian Blood.
- _____ 5. Letter Of Admission/Enrollment Verification for semester requesting-student must be accepted from an accredited or certificate College/University or trade school.
- _____ 6. Class Schedule With Institution Heading.
- _____ 7. Original (sealed) High School Transcript-only for recent high school graduates.
- _____ 8. Original (sealed) College Transcript-returning students must submit an updated transcript from the previous semester.
- _____ 9. Minimum GAP Of 2.0 For All Students Or Better-NO EXCEPTIONS!!!

DEADLINES DATES:

Fall Semester ----- July 31st
Spring Semester ----- December 31st

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED!!!!

Date Received	Awarded Semester	Awarded Amount	Check Number	Staff Initial Reviewed



FORT DEFANCE CHAPTER

Student Scholarship Financial Assistance

TERM APPLYING FOR	
20	FALL SEMESTER
20	SPRING SEMESTER
20	FALL SEMESTER
20	WINTER SEMESTER
20	SUMMER

A new application with all documents attached required per request.

TYPE or PRINT LEGIBLY

LEGAL NAME: LAST, FIRST MIDDLE INITIAL		SOCIAL SECURITY NUMBER		CENSUS NUMBER
CURRENT MAILING ADDRESS:		CITY	STATE	ZIP CODE
TELEPHONE NUMBER(S)				
DATE OF BIRTH	GENDER () M () F	MARITAL STATUS	SPOUSE NAME	NO. OF CHILDREN/DEPENDANTS
ARE YOU A VETERAN? () YES () NO		ARE YOU REGISTERED WITH THIS CHAPTER? () YES () NO		IF NO, LIST CHAPTER AFFILIATION
MOTHER'S NAME		CURRENT MAILING ADDRESS		TRIBAL AFFILIATION/CENSUS NO.
FATHER'S NAME		CURRENT MAILING ADDRESS		TRIBAL AFFILIATION/CENSUS NO.

COLLEGE CLASSIFICATION () FRESHMAN () SOPHOMORE () JUNIOR () SENIOR () GRADUATE () UNDER GRADUATE			CREDIT HOURS
COLLEGE OR UNIVERSITY YOU PLAN TO ATTEND:		MAJOR	TYPE OF DEGREE YOU ARE SEEKING:
COLLEGE OR UNIVERSITY MAILING ADDRESS (CITY, STATE, ZIP)			TELEPHONE NO.
LAST SCHOOL/COLLEGE ATTENDED		MAJOR	DEGREE/CERTIFICATE
HIGH SCHOOL: NAME, CITY, STATE, ZIP			GRADUATION DATE or GED CERTIFICATE
HAVE YOU RECEIVED NAVAJO NATION SCHOLARSHIP BEFORE? () YES () NO	INSTITUTION/SCHOOL	SEMESTER/TERM	AMOUNT

I certify that all the information provided is true and correct to the best of my knowledge:

Applicant Signature

Date

CHAPTER OFFICE USE ONLY							
LETTER OF ACCEPTANCE	CREDIT HOURS	CERTIFICATE OF INDIAN BLOOD	VOTER REGISTRATION	SOCIAL SECURITY CARD	AWARD AMOUNT (LIMIT #300.00)	CHECK NO	CHECK DATE
() YES () NO	() YES () NO	() YES () NO	() YES () NO	() YES () NO	() YES () NO	() YES () NO	() YES () NO
PLANNING MTG		REGULAR MEETING		VOTES:			

**FORT DEFIANCE CHAPTER
Scholarship Financial Assistance**

AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____ hereby authorize the Fort Defiance Chapter to verify the information given in my application. Further, I hereby release all persons and organizations from liability for providing legally-relevant information in connection with my application.

SIGNATURE: _____
Applicant

DATE: _____

Co-Applicant

DATE: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**FORT DEFIANCE CHAPTER
HOUSING DISCRETIONARY ASSISTANCE**

CHECK OFF SHEET

DATE: _____

Applicant's Name: _____

Co-Applicant's Name: _____

*All Supporting Documents Need To Be Attached:

Office Use Only

_____ Housing Application	_____
_____ Homesite Lease/Residential Lease/MUST HAVE	_____
_____ Income Verification	_____
_____ Release of Information	_____
_____ Price quotes from three different vendors	_____
_____ Certificate of Indian Blood	_____
_____ Copy of Voter's Registration	_____
_____ Referral Documents (Hospital, CHR, Senior Center)	_____
_____ Road Map to Home	_____
_____ Picture of Home Structure/Before and After	_____
_____ Chapter Recommendation Approval	_____

OFFICE USE ONLY:

() Approved () Denied () Pending

EXHIBIT K

FORT DEFIANCE CHAPTER HOUSING DISCRETIONARY ASSISTANCE APPLICATION

PERSONAL DATA:

NAME: _____ CO-APPLICANT: _____

CENSUS# _____ SS# _____ CENSUS# _____ SS# _____

MAILING ADDRESS: _____

HOME PHONE# _____ WORK # _____

REGISTERED VOTER? [] YES [] NO
(with this chapter)

REGISTERED VOTER? [] YES [] NO
(with this chapter)

PURPOSE OF REQUEST:

TYPE OF ASSISTANCE REQUESTING:

____ HOME RENOVATION/IMPROVEMENT

____ BATHROOM ADDITION

____ ELECTRICAL WIRING

____ ARCH CLEARANCE

____ ROOM ADDITION

TYPE OF CONSTRUCTION:

____ NEW CONSTRUCTION

____ ADDITION

____ REHAB

OTHER _____

FEASIBILITY FACTORS:

SIZE OF HOUSE: _____

ELECTRICITY: _____

YEAR BUILT: _____

WATER/SEWER: _____

PERCENT COMPLETION: _____

GAS: _____

LABOR FORCE? _____

(SELF, RELATIVES, CHURCH ORGANIZATION, OTHER, ECT)

FORT DEFIANCE CHAPTER
HOUSING DISCRETIONARY ASSISTANCE
INCOME VERIFICATION STATEMENT

APPLICANT: _____ DATE: _____
APPLICANT'S SOCIAL SECURITY NUMBER: _____

The Fort Defiance Chapter is requesting your assistance to verify income information for the above name applicant who is applying for Housing Discretionary Funds. To assist our Chapter and the housing applicant, we are asking you to provide us with income information as requested at the bottom of this page. Be assured that the information supplied by you will be kept confidential and to be used only in determining the eligibility and extent of funding for the applicant. Your cooperation and immediate return of the completed form to our office would be greatly appreciated.

Sincerely,

FORT DEFIANCE CHAPTER MANAGER

DATE

TO BE COMPLETED BY APPLICANT'S EMPLOYER OR
ASSISTING SOCIAL SERVICES AGENCY

EMPLOYER/AGENCY NAME: _____

NAME OF PERSON FILLING OUT THIS FORM: _____

TITLE OF THE PERSON FILLING OUT THIS FORM: _____

APPLICANT'S OCCUPATION: _____

EMPLOYED SINCE: _____

SALARY: _____

EFFECTIVE DATE OF BASE PAY RATE: _____

AVERAGE NUMBER OF HOURS WORKED PER WEEK: _____

TOTAL MONTHLY INCOME/ASSISTANCE: _____

TYPE OF ASSISTANCE: _____

SIGNATURE OF PERSON FILING OUT THIS FORM: _____

DATE: _____

Exhibit K

FORT DEFIANCE CHAPTER HOUSING DISCRETIONARY ASSISTANCE

AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____ hereby authorize the Fort Defiance Chapter to verify the information given in my application. Further, I hereby release all persons and organizations from liability for providing legally-relevant information in connection with my application.

SIGNATURE: _____
Applicant

DATE: _____

Co-Applicant

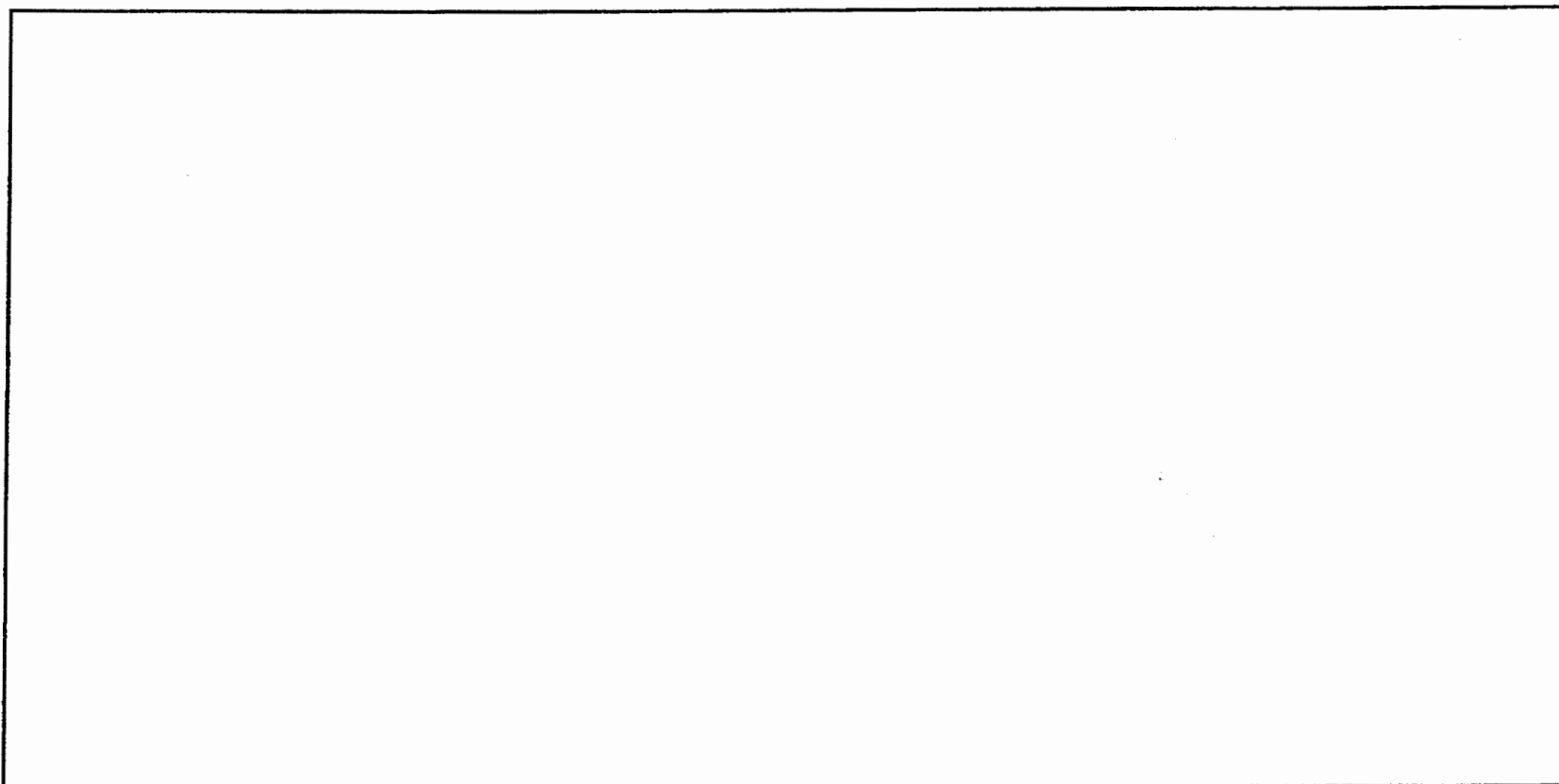
DATE: _____

FORT DEFIANCE CHAPTER
HOUSING DISCRETIONARY FUND ASSISTANCE
PHOTOGRAPHS of HOUSE

APPLICANTS(S) NAME: _____

DATE RECEIVED: _____

AFTER: Four to Six pictures should be taken of the improved area.



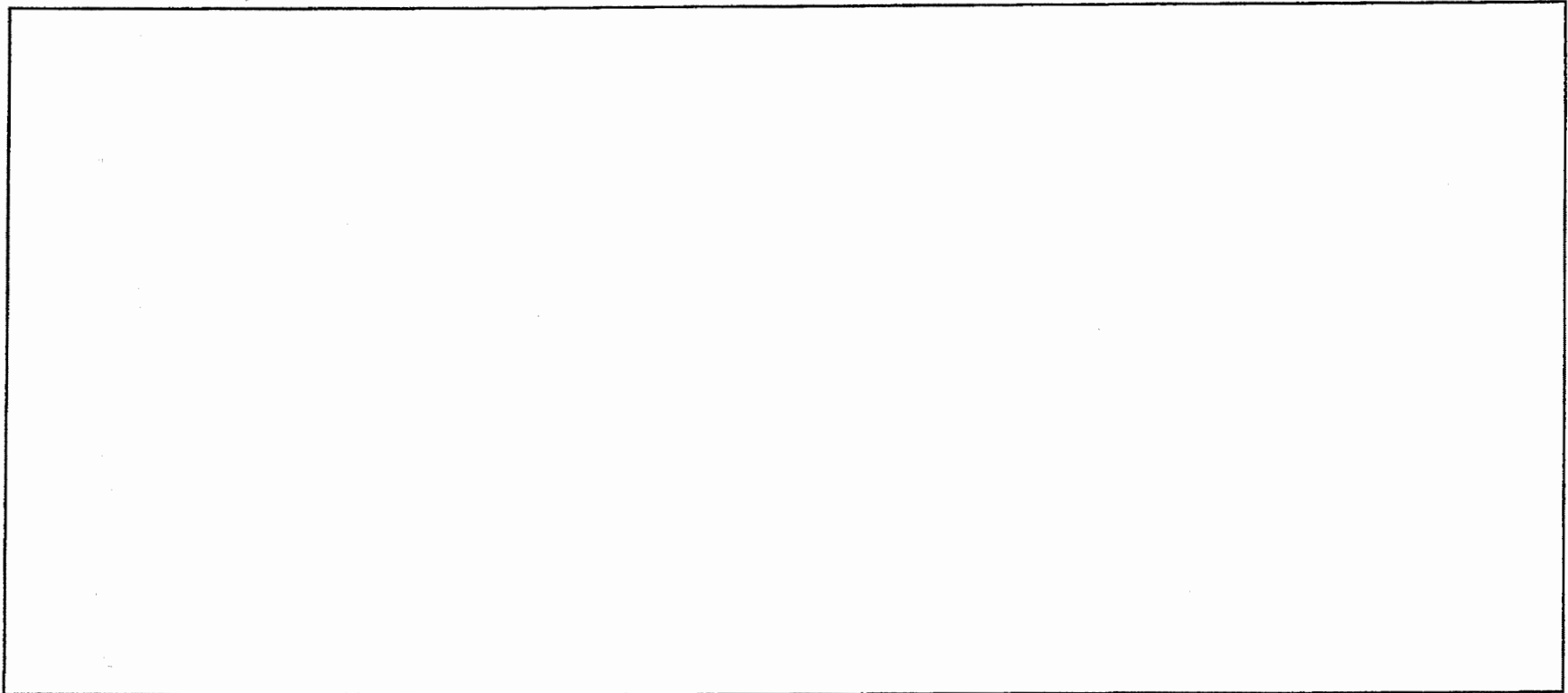
COMMENTS: _____

FORT DEFIANCE CHAPTER
HOUSING DISCRETIONARY FUND ASSISTANCE
PHOTOGRAPHS of HOUSE

APPLICANTS(S) NAME: _____

DATE RECEIVED: _____

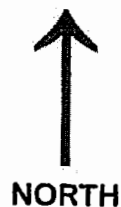
BEFORE: Four to Six pictures should be taken of the proposed improvement area.



COMMENTS:

FORT DEFIANCE CHAPTER
HOUSING DISCRETIONARY ASSISTANCE

MAP: DIRECTION TO RESIDENCE



**FORT DEFIANCE CHAPTER
PROCUREMENT POLICIES AND PROCEDURES MANUAL**

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**FORT DEFIANCE CHAPTER
PROCUREMENT POLICIES AND PROCEDURES MANUAL**

I. AUTHORIZATION

- A. Pursuant to 26 N.N.C. § 101 (A), the Fort Defiance Chapter (hereafter “Chapter”) is required to formulate, implement and operate under a Five Management System to ensure procurement accountability. Accordingly, Fort Defiance Chapter has developed policies and procedures to implement the Five Management System consistent with applicable Navajo Nation Law.
- B. Pursuant to Chapter Resolution #: FDC-2013-12-15-08, the Chapter Procurement Policies and Procedures Manual (hereafter “Procurement Manual”) has been approved.

II. PURPOSE AND SCOPE OF POLICY

- A. The Procurement Manual sets forth the authority, principles and procedures governing the procurement of goods and services by the Chapter. The Procurement Manual provides the basis for the implementation of and general provision to obtain goods and services at a competitive price within a reasonable time.
- B. The general principles of the Procurement Manual are applicable to all Chapter employees and members of the Chapter, including Chapter officials who will monitor procurement activities to ensure all handling of Chapter procurement is done in accordance with principles detailed in the Manual.
- C. The Chapter may establish its own regulations for the accounting of purchased goods and services consistent with Navajo Nation laws and stipulations attached to grants, contracts, or related to procurement agreements. The Chapter will provide assurance that all purchasing is done to benefit the Chapter, and comply with Chapter members’ action and approval.
- D. These policies and procedures shall provide adequate and accurate information for Chapter reporting activities, help justify how resources are utilized, serve as an important internal control measure, help document important decisions, and provide a history of the Chapter’s procurement activities.
- E. These policies and procedures shall ensure that all procurement activities are supported with proper and accurate documentation.

III. APPLICABLE LAWS:

The Chapter shall comply with all applicable state, federal, and Navajo Nation laws, including the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.*, and the Navajo Business and Procurement Act, 12 N.N.C. §§ 1501 *et seq.* Upon certification of its Procurement Manual by the Transportation and Community Development Committee,

the Chapter is expressly not governed by the Navajo Nation Procurement Act, 12 N.N.C. §§ 301 *et seq.*, which requirements and procedures are replaced by this Procurement Manual.

IV. PROCUREMENT POLICIES

- A. The Chapter shall treat all perspective vendors in an equal and fair manner, in order to not give preferential treatment to any vendor(s) or prospective procurement source of goods and services.
- B. The Chapter shall ensure maximum open and free competition regardless of the dollar value of the goods or services being purchased.
- C. No rewards, favors, gifts or other form of remuneration shall be received from any vendor(s), contractor, individual or firm, or any other sources having relations with the Chapter.
- D. The Chapter shall have a clearly defined remedy under the terms of any contract or agreement entered into by the Chapter if either party is treated in an unjust manner. Any such remedy shall strictly comply with the Navajo Sovereign Immunity Act, 1 N.N.C. §§ 551 *et seq.* Pursuant to 1 N.N.C. § 554 (J), any Chapter contract or agreement providing for arbitration shall require prior review and approval by the Navajo Nation Department of Justice and compliance with the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 *et seq.*
- E. All Chapter purchasing activities shall require:
 - 1. Community approval, to be obtained through a community-approved budget or by individual/specific approval. Individual/specific approval will be documented by use of a Chapter resolution.
 - 2. Review of purchasing requirements and requisitions to insure that the most economic means of purchasing are adopted and to avoid duplicate purchases.
 - 3. An accurate, fair and unbiased description of the goods or services needed on a request for purchase or purchase orders.
 - 4. Awarding of purchase agreements only to those organizations, vendor(s) and suppliers who are capable of providing goods or services needed, and who have proven to be responsible suppliers.
 - 5. Purchase costs to be reasonable through the adoption of a process that provides a mechanism of ensuring fair and open competition.
 - 6. The Chapter administration staff to maintain documentation of all purchases and establishment of a purchase monitoring system which ensures goods and services are provided in the time frame requested and

consistent with applicable terms and conditions specified in any applicable agreement.

7. The Chapter to make accurate, proper and timely payments on all procurement of goods and services to maintain the Chapter's creditability and good will with vendor(s), contractor(s), or other debtors.
- F. The Chapter shall comply with all applicable Navajo Nation laws, including, but not limited to, the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.*, the Navajo Business and Procurement Act, 12 N.N.C. §§ 1501 *et seq.*, the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 *et seq.*, the Navajo Nation Ethics in Government Law, 2 N.N.C. §§ 3741 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. §§ 1-101 *et seq.*, and 2 N.N.C. § 223 by the following procedures:
1. Pursuant to 26 N.N.C. § 2002 (A) and (B), the Chapter shall adhere to all contract requirements enumerated therein.
 2. That all reasonable effort shall be made to offer purchasing opportunities to qualified Navajo-owned suppliers and vendors.
- G. Unauthorized purchases are prohibited. Any Chapter employee or official who charges any procurement of goods or services to the Chapter without proper authorization may be subject to penalties and may be personally liable, as provided in the Chapter Personnel Policies and Procedures Manual or other applicable laws of the Navajo Nation. The Chapter shall not be liable, faulted or responsible for unauthorized purchases.
- H. Any unauthorized purchase performed may result in immediate termination and release of employment from the Chapter, in accordance with any applicable personnel policies and the Personnel Manual under the Chapter's Five Management System.
- I. The Chapter Officials are prohibited from making purchases on behalf of the Chapter. The Chapter Officials can consult with the Chapter Manager on the Administration making purchases which will greatly benefit the Chapter.
- J. All checks for payments to vendors and suppliers shall require two signatures before fund disbursement. The Secretary/Treasurer shall co-sign all Chapter checks along with the Chapter Manager. In the event that the Secretary/Treasurer is unavailable, another alternate authorized signatory shall sign in his/her place, and shall provide a justification memorandum for any such signature.
- K. The following purchasing limits shall be as follows:
1. On any purchase from \$ 0 to \$ 2,500 total purchase, the Administrative Assistant may verbally obtain purchase and vendor information. Fund availability and budgeted line item shall be documented on the Fund

Approval Form. The three verbal quotations shall be documented and include the vendor's name, identity of the individual(s) contacted, price quotation, date of contact, phone numbers and the method of contact. Information gathered via internet is valid. Funds must be available and budgeted for such purchases. Said purchases shall only require the approval signature of the Chapter Manager.

2. On any purchase from \$ 2,501 to \$ 10,000 total purchase, the Office Administrative Assistant shall obtain three (3) or more written quotations from different vendors. To *expedite* the purchase, the vendors can fax their cost and terms to the Chapter Manager. All documents must be properly recorded and kept on file. This provision shall only require the signature approval of the Chapter Manager.
3. For any purchase from \$ 10,001, to \$ 50,000 total purchase, the Administrative Assistant shall obtain three (3) or more written quotations from different vendors. The Chapter Manager shall insure that certified entities under the Navajo Business Opportunity Act receive preference, and shall recommend the selected vendor to the Chapter for approval by a simple majority vote during a duly-called Regular Chapter meeting.
4. All procurement contracts and agreements exceeding \$ 50,000 shall be governed by the applicable rules and procedures under the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.*, and those procurement provisions further enumerated at Section VII of the Procurement Manual.

V. GENERAL DUTIES AND RESPONSIBILITIES

A. Administrative Responsibilities:

1. The Chapter Manager shall:
 - a. Be the primary check signer of all Chapter checks pursuant to 26 N.N.C. § 1004 (B) for payment to vendors, along with the Chapter Secretary/Treasurer. In the event that the Secretary/Treasurer is unavailable, another authorized alternate signatory shall sign in his/her place, said signature which shall require a justification memorandum by the alternate signatory.
 - b. Be the custodian of all official books, records, documents and funds of the Chapter pursuant to 26 N.N.C. § 1004 (C).
 - c. Approve/disapprove purchase requisitions to assure purchases are within the budget according to funding guidelines, reasonableness, and necessity.

- d. Select the vendor(s) based on vendor's reliability in terms of past procurement, general reputation and compliance with applicable Navajo Nation Laws.
- e. Investigate any discrepancies and report it immediately to appropriate authorities.
- f. Recommend amendments to the Procurement Policies and Procedures Manual.

2. The Administrative Assistant shall:

- a. Identify a need to procure services, supplies or equipment for chapter purposes or projects, and initiate the purchase requisition, based on availability of funds.
- b. Obtain price quotations when required, and verify fund availability by reviewing the appropriate ledgers.
- c. Prepare the appropriate documents for signatory approval.
- d. Prepare and submit all applicable documents to the selected vendor(s).
- e. Verify that the vendor received all documents for purchases.
- f. Obtain and receive the merchandise along with the invoice(s) and prepare receiving report(s) for goods and services received.
- g. Submit invoice and receiving reports to the Chapter Manager for payment.
- h. Also have responsibility of offering recommendations for amending procurement policies and procedures.
- i. Have responsibility of reporting discrepancies and illegal procurement activities to the Chapter Manager or Chapter Officials.

3. Temporary Employees:

- a. May make requests to the Administrative Assistant for goods and/or services during his/her employment with the Chapter.
- b. May also obtain and receive the merchandise along with the invoice(s) for goods and services received.

B. Chapter Officials' oversight responsibilities:

1. The Chapter President shall:
 - a. Work closely with the Vice-President and Secretary/Treasurer to ensure that the Chapter administration is adequately meeting the Chapter's directives and expending funds according to conditions of the Navajo Nation Council and/or the Chapters annual budgetary objectives, and shall report to the Chapter membership.
 - b. In the absence of the Secretary/Treasurer, may co-sign all Chapter checks with a justification memorandum.
 - c. Monitor and review on a quarterly basis the procurement activities and processes of the Chapter, but pursuant to 26 N.N.C. § 1001 (E) shall not have any direct involvement in the management and operations of the Chapter administration.
 - d. Work towards resolving any discrepancies, irregularities, or illegalities in the procurement process.
 - e. Make recommendations for discussion to amend, modify or revise the Procurement Manual.
2. The Chapter Vice-President shall:
 - a. In the absence of the Chapter President, assume delegated duties and responsibilities of the Chapter President for a reasonable time period.
 - b. Assist in the quarterly review of the Chapter procurement process, but pursuant to 26 N.N.C. § 1001 (E) shall not have any direct involvement in the management and operations of the Chapter administration.
 - c. Have responsibilities that include resolving and/or reporting discrepancies and illegalities to the appropriate authorities.
 - d. Have responsibility of offering recommendations for amending procurement policies and procedures.
3. The Chapter Secretary/Treasurer shall:
 - a. Work closely with the President and Vice-President to ensure that the Chapter administration is adequately meeting the Chapter's directives and expending funds according to conditions of the Navajo Nation Council and/or the Chapters annual budgetary objectives, and shall report to the Chapter membership.

- b. Monitor the maintenance of an adequate accounting system to ensure accountability of all funds and expenditures; and will report financial statements to the Chapter President and membership on a monthly basis.
- c. Ensure that the Chapter administration prepares monthly financial reports of all transactions and expenditures of the Chapter by categories.
- d. Co-sign all Chapter checks along with the Chapter Manager.
- e. Report discrepancies and illegalities to the appropriate authorities.
- f. Offer recommendations for amending procurement policies and procedures.
- g. Not have any direct involvement in the management and operations of the Chapter administration pursuant to 26 N.N.C. § 1001 (E).

VI. PURCHASING SYSTEMS AND PROCEDURES

- A. The following procurement procedures shall apply for reoccurring expenditures (electricity, water, telephone, heating, etc.) of goods and services with all funds received by the Chapter:
 - 1. Any Chapter staff and officials may request for goods or services on a Chapter Requisition Form (Exhibit F) through the Administrative Assistant. The Administrative Assistant shall review the request for need and necessity, but shall not hinder any reasonable request.
 - 2. The Administrative Assistant shall verify fund availability; prepare the requisition form and forward documents to the Chapter Manager for approval.
 - 3. The Chapter Manager shall review documents for completeness and either approve or disapprove the purchase requisition.
 - 4. If approved, the requisition form and supporting documents shall be submitted back to the Administrative Assistant who shall order said goods and/or services.
 - 5. Once an invoice is received showing the amount charged to the Chapter, a Fund Approval Form (FAF) shall be attached with the invoice by the Administrative Assistant and submitted to the Chapter Manager.

6. The Chapter Manager shall review the financial documents to make sure any invoice is correct and shall either approve or disapprove the requisition for payment.
7. Supporting documents shall be verified by the secondary signatory (generally the Secretary/Treasurer) who shall also sign the check. In the event that the Secretary/Treasurer is unavailable, another authorized signatory shall sign in his/her place, and shall require a justification memorandum by the alternate signatory.
8. Upon approval and issuance of a check, the Administrative Assistant shall remit payment (check) to the vendor with a copy of the invoice attached.
9. The Administrative Assistant shall post the expenditure to the check register and appropriate ledger.
10. The Administrative Assistant shall file the original invoice with a copy of the canceled check(s) attached, in accordance with the Chapter's Record Management Policy and Procedures Manual.

B. Purchase Order (PO) Procedures:

The Chapter shall use a Purchase Order method of procuring goods and services when ordering office supplies, janitorial supplies, and fuel supplies, and for the procurement of non-professional services, including for any maintenance agreement for services to the office machines, Chapter heavy equipment, and some building maintenance. Purchase Orders shall not be used for the procurement of any professional services, including any service where the industry standard for that profession provides for professional licensure such as for contractors, plumbers and electricians, and which shall require a Professional Services Agreement to be based on templates approved by the Navajo Nation Department of Justice (DOJ) in consultation with DOJ.

1. The Administrative Assistant shall identify a need to procure eligible goods or services and shall verify funds availability.
2. The Administrative Assistant shall obtain price quotations from at least three (3) vendors who will accept a Purchase Order.
3. The Administrative Assistant shall fill out a Chapter Purchase Requisition Form, which must contain a clear and concise description of the items required and the recommendation of a vendor. The Administrative Assistant shall sign the purchase requisition form and forward the document(s) to the Chapter Manager for approval or disapproval. .
4. The Chapter Manager shall review the purchase requisition for reasonableness, necessity, budget and fund compliance and either approve or disapprove the purchase requisition and vendor selection.

5. The Administrative Assistant shall prepare a Purchase Order when the Purchase Requisition is approved.
6. The amount of the approved Purchase Order shall only be debited from the fund and subsidiary ledger and debited from the Check Register when the procured good or services are satisfactorily received.
7. The Administrative Assistant shall submit the Chapter Purchase Order to the vendor.
8. The Chapter Manager shall be authorized and responsible to correct or void a Purchase Order for the following reasons:
 - a. Increase or decrease of a price quotation
 - b. Vendor's address change
 - c. Item number, description changes
9. Upon receipt of goods or services with shipping documents (bill of lading, invoice, etc.) an inventory shall be performed by the Administrative Assistant who shall fill out the receiving report and stamp RECEIVED on the shipping document.
10. The Chapter Manager shall review the purchase and receipt documents for completeness and accuracy.
11. The Administrative Assistant shall prepare a check to the vendor and submit it to the Chapter Manager for signature. The check shall also be signed by the secondary signatory.
12. The Administrative Assistant shall remit payment to the vendor.
13. The Administrative Assistant shall make posting notation to the fund and subsidiary ledgers to document the actual payment.
14. The Administrative Assistant shall file the original invoice with a copy of the canceled check(s) attached, in accordance with the Chapter's Record Management Policy and Procedures Manual.

C. Prepare a Fund Approval Form:

1. The Chapter shall use the Fund Approval Form (FAF) method for emergencies or when vendor(s) do not accept Chapter Purchase Orders.
2. The following procedures shall apply:
 - a. The Administrative Assistant shall fill out the Fund Approval Form (FAF).

- b. The Administrative Assistant shall obtain the price quotes and checks for availability of funds.
- c. The Chapter Manager shall review the FAF for reasonableness, necessity; fund and budget compliance and either approve or disapprove the proposed expenditures.
- d. If approved, the Administrative Assistant shall prepare the check.
- e. The Chapter Manager and the secondary signatory shall sign the check.
- f. The payment (check) shall be submitted to the vendor with an attached copy of the vendor's quote.
- g. The Administrative Assistant shall post expenditures to the check register or appropriate ledger.
- h. Upon receipt of goods with shipping document (bill of lading, invoice, etc.), the Administrative Assistant shall perform the inventory and marks the invoice as PAID.
- i. The Chapter Manager shall review FAF with attached invoice.
- j. The Administrative Assistant shall file all purchase transaction documents consistent with the Chapter Records Management Policy and Procedures Manual.

D. Blanket Purchase Order:

- 1. When appropriate, the Chapter may utilize the Blanket Purchase Order purchasing method to a vendor for a specified amount and period of time to cover purchases of a recurring nature, or purchases essential to the function or maintenance of chapter equipment, property or administration.

This purchasing method may be used to minimize the need of individual requisitions, purchase orders, and the costs related to the processing and filing of these documents.
- 2. When using a Blanket Purchase Order, the Chapter shall maintain a subsidiary ledger of transactions in which all transactions are recorded, and the open balance of the Purchase Order is known.
- 3. The amount of the Blanket Purchase Order would be set up not to exceed a specified dollar amount, based on an estimate of expenditures for a specified period of time.

4. Only the Chapter Manager shall order and receive goods or services on the Blanket Purchase Order.
5. In every transaction under this method the following procedures shall apply:
 - a. The Chapter Manager shall receive all requests to purchase materials, equipment or services. Any employees and officials may submit a request. Any request from a standing committee member shall only be made through a Chapter official.
 - b. The Administrative Assistant shall verify funds availability and acquire quotations from (3) three vendors.
 - c. The Administrative Assistant shall initiate a Chapter Purchase Requisition Form, typewritten as follows:
 - (1) Complete all blank lines on the requisition form such as date, requestor, where and when materials are to be delivered, and the proper accounting code and fund number.
 - (2) Indicate last source or possible sources of supply, if known, in the space titled "Suggested Vendors".
 - (3) List the items required, giving a complete description including stock number (if applicable), manufacturer's or vendor's name and catalog number, if available.
 - (4) If the information is available, list the unit price from a previous purchase order, vendor's catalog or other source indicating the source from which the prices were taken. A copy of the requested quotations will be attached to the Purchase Requisition Form.
 - (5) If a partial shipment would not satisfy the chapter's need, then, a notation ["Do Not Ship Partial Order"] must be made on the Purchase Requisition Form.
 - d. The Administrative Assistant shall sign the Purchase Requisition Form in the space provided for and forward to the Chapter Manager for approval, including a recommended vendor.
 - e. The Chapter Manager shall review the Purchase Requisition Form for reasonableness, necessity, budget and fund compliance and shall either approve or disapprove the requisition form and vendor selection.

- f. When the purchase is approved, the Administrative Assistant shall prepare a Blanket Purchase Order and encumber funds.
- g. The Administrative Assistant shall submit the Chapter Blanket Purchase Order to the vendor.
- h. Upon receipt of goods or services with receiving documents (bill of lading, invoice, etc.) Administrative Assistant shall perform an inventory, fill out the receiving report, and stamp the shipping document.
- i. The Chapter Manager shall review the Blanket Purchase Order and receiving documents for completeness and accuracy. The Chapter Manager shall then forward the receiving document to the Administrative Assistant for recording in the appropriate fund ledgers to become a source document for processing an unpaid invoice.
- j. The Administrative Assistant shall, upon approval, prepare a check to the vendor and submit the check to the Chapter Manager for signature. The check shall be signed by the secondary signatory.
- k. The Administrative Assistant shall remit payment to the vendor and post to the appropriate accounting ledgers.
- l. The Administrative Assistant shall make posting notation to the fund and subsidiary ledgers to document the actual payment.
- m. The Administrative Assistant shall file the original invoice with a copy of the canceled check(s) attached, in accordance with the Chapter's Record Management Policy and Procedures Manual.

E. Emergency Fund Purchases:

- 4. All Emergency Fund purchases shall meet the following criteria :
 - a. A Declaration of Emergency shall first be declared by the President of the Chapter or the President of the Navajo Nation, based upon an emergency bulletin issued by the Emergency Management Commission.
 - b. The Chapter shall designate an Emergency Fund budget annually and this Fund shall be expended for weather-related emergencies and/or man-made or natural disaster affecting the health, safety, and welfare of Chapter members, individually or as a group residing within the impacted area.

- c. The Chapter shall enact a community approved budget and refrain from unauthorized purchases. The Emergency Fund is a restricted fund and shall be expended consistent with established criteria and requirements in Section VII (D) (2)-(5) of this Policy.
- d. All Emergency fund disbursements shall have supporting documents properly filed at the Chapter Administration for financial audit purposes.
- e. The list of recipients utilizing Emergency Fund commodities distributed free-of-cost shall be accurately filed at the Chapter.
- f. The Chapter shall expend the Emergency Fund only after chapter approval at an emergency Chapter meeting.
- g. All Emergency Fund revenues shall be recorded on a pre-numbered cash receipt, which should be summarized and classified, by the type of revenue generated. All generated revenues shall be posted into the Emergency Fund account.

5. Emergency Priority Listing and Eligibility Requirements:

The Chapter Emergency Funds shall only be used to provide relief support and services, in order of priority, to the following areas;

- a. **Priority One:** In every emergency and disaster incident, priority consideration shall be given to the welfare and care of high-risk elderly and individual(s) with health related conditions.
 - 1. Eligibility requirements:
 - i. Heart patients, elderly with illness, extreme cough and/or fever.
 - ii. Pregnant women with prenatal or post partum difficulties, newborn infants and children requiring medical attention.
 - iii. Diabetic, oxygen dependent, non-ambulatory, and recently discharged medical patients requiring constant medical attention.
- b. **Priority Two:** Priority consideration shall be given to main traveled roads that would allow community members to travel for food, water, hay and feed, fuel and medical attention.
 - 1. Eligibility requirements:

- i. Snow, ice, and mud removal from roads leading to stranded families, high-risk, elderly and handicapped person(s).
 - ii. Establish Emergency Response Team command center to coordinate the assessment, evaluation, and service delivery plan.
 - iii. Equipment repairs and maintenance not to exceed \$6,000.
 - iv. Purchase of gas and diesel fuel for any equipment engaged in providing emergency response relief.
 - v. Overtime compensation for temporary personnel engaged in emergency response.
 - vi. Lodging and meals for heavy equipment operator(s) engaged in emergency road clearance operations.
 - vii. Reasonable rental or lease costs for equipment.
- c. **Priority Three:** Ample supply of food, water, and fuel to sustain a family of five for 3-5 days may be expended from the Emergency Funds.
 - 1. Eligible services:
 - i. Purchases of firewood, coal, food and water from private vendor.
 - ii. Emergency funds not exceeding \$ 200.00 per household to purchase food.
- d. **Priority Four:** Emergency Funds may be expended for temporary and short-term relief for a family of five [3-5 days] *used by families for their livelihood.*
 - 1. Eligible services:
 - i. Purchases of hay, feed, salt blocks, veterinarian supplies/medication and water for sheep, horses, cattle, and other form of livestock.
 - ii. Emergency funds not exceeding \$ 200.00 per household.

- iii. Eligible household will participate in annual livestock tally counts and livestock management education, conducted by the Grazing Officer.
 - iiii. Upon chapter membership approval the products can be resold at below market value.
3. Matching funds between agencies: Emergency funds may be used to provide matching funds or as a supplement to the delivery of relief services from the Navajo Nation Government, State Government, County Government, Bureau of Indian Affairs Roads Department and National Guard, and may include such items as fuel or temporary equipment operator(s) through a Memorandum of Agreement (MOA). The MOA shall be initiated when the President of the Chapter declares an Emergency or the Emergency Management Commission issues its Emergency bulletin.
4. Standard Criteria For Declaration of Emergency or Disaster:
- The Chapter shall use the following criteria to determine whether an emergency or disaster exists in the community. (Refer to Exhibit J, Standard Criteria for further details).
- a. The lives and/or basic well being of persons and/or livestock in the community are in jeopardy due to the impact of a severe weather related, natural disaster or human cause.
 - b. Conditions resulting from natural or weather related events severely obstruct the access of person(s) and/or livestock to obtain critical life sustaining supplies and resources.
 - c. Community utilities have stopped functioning, which jeopardizes community services, communications and emergency care systems.
 - d. A need for emergency assistance exists necessary to safeguard the lives of persons and/or livestock which cannot be met with existing local resources.
 - e. The National Weather Service and/or the Department of Emergency Management Commission broadcast notification of imminent danger of a natural disaster. Notification can also come from other direct sources, including local chapter officials and members.
 - f. A major unforeseen disaster is caused by human acts such as a chemical spill, major roads obstruction, or terrorist act.

- g. Major plague or illness is present such as the West Nile Virus, Bird Flu, Hanta Virus, etc.
- 5. Purchasing Method(s) For Emergency Fund:
 - a. The Chapter shall utilize the Fund Approval Form procurement method and cycle in Section VI (A) for all weather-related emergencies or natural disasters.
 - b. The Chapter, when practical, shall utilize the Purchase Order procurement method and cycle in Section VI (D) for emergency prevention and maintenance situations.

VII. COMPETITIVE SEALED BIDDING AND CONTRACTING FOR PROCUREMENT EXCEEDING \$50,000

- A. It shall be the policy of the Chapter to follow all funding source guidelines and restrictions as well as applicable Navajo Nation laws when contracting for all professional services and any procurement exceeding \$ 50,000.
- B. Competitive Sealed Bidding is the currently preferred method of source selection for all professional services and any procurement exceeding \$ 50,000 by local governance certified chapters, and shall be conducted in a manner consistent with the procedures set forth in the Navajo Business Opportunity Act at 5 N.N.C. § 205, as amended. Notwithstanding the competitive sealed bidding procedures under 5 N.N.C. § 205, the Chapter may use any procedures for Qualification Based Selection (QBS) approved in the future by the Navajo Nation Council to be used by local governance certified chapters in the selection of certain professional services, including architects, engineers, and land surveyors.
- C. Chapter Contract Requirements:
 - 1. Any contract authorized to be executed on behalf of the Chapter shall meet the following conditions:
 - a. Contracts shall not waive the sovereign immunity of the Navajo Nation or Chapter and shall expressly state that nothing therein may be construed as a waiver of the sovereign immunity of the Navajo Nation and the Chapter.
 - b. All contracts shall have sufficient funds appropriated and available.
 - c. All contracts shall comply with the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.*, the Navajo Business Procurement Act, 12 N.N.C. §§ 1501 *et seq.*, as amended, and the Navajo Employment Preference Act, 15 N.N.C. §§ 601 *et seq.*, as

amended, any rules and regulations promulgated thereto, and any other applicable Navajo Nation law.

- d. All contracts shall be awarded only after public advertisement and bidding *except* where otherwise authorized as purchases less than \$50,000, Emergency Fund purchases, Sole Source purchases, or qualification based selection pursuant to procedures approved for local governance certified chapters by the Navajo Nation Council.
- e. All change orders, modifications or amendments of contracts utilizing Navajo Nation funds and Chapter general funds shall not exceed 10% of the accepted bid. If the 10% cap is exceeded by any change orders, modifications or amendments, such change orders, modifications or amendments shall be subject to re-bid.
- f. All contracts shall expressly state that the liability of the Chapter and the Navajo Nation under the contract is contingent upon the availability of appropriations by the Navajo Nation Council and any other funding source necessary to carry out the Chapter's obligations under the contract.

2. Invitation for Bids:

- a. The Chapter Manager, with technical assistance from the Navajo Regional Business Development Office and the Navajo Nation Business Regulatory Office staff, and in consultation with the chapter officials, shall prepare the Invitation for Bids, which shall include a purchase description, all contractual terms and conditions applicable to the procurement, and the necessary qualification requirements of contractors and supplies needed to provide the goods or services. The following qualifications and documentation shall be required:
 - (1.) Contractors Federal Identification Number
 - (2.) Tax ID Number from Navajo Tax Commission
 - (3.) Experience and expertise
 - (4.) Navajo Preference
 - (5.) Professional liability insurance
 - (6.) Workmen's Compensation
 - (7.) Bonding/Security for the construction
 - (8.) Mandatory pre-bid conference attendance
 - (9.) Resume of owner(s)
- b. The Chapter Manager shall determine the maximum or feasible price or cost of the contract or procurement prior to soliciting bids and proposals. The maximum feasible price or cost must take into account the market price, architectural and engineering estimates, budgetary constraints and prototype cost. This information may not

be revealed until the award of the contract. Any Chapter employee or Chapter Official who provides such information may be held criminally and/or civilly liable.

- c. Dates for the following shall be set by the Chapter Manager, in consultation with the Chapter Officials, and with technical assistance from the Navajo Nation Regional Business Development Office staff:

- (1.) Advertisement date, commencing and ending
- (2.) Pre-conference dates
- (3.) Site walk through
- (4.) Actual submission date for proposal
- (5.) Actual date for opening of bids, proposal and cost
- (6.) Selection of a Contractor
- (7.) Project completion time
- (8.) Contract formulization (signing of contract)
- (9.) Contract commencement
- (10.) Dates for period deliverable and payment for services
- (11.) Close out of contract/final reports

- d. After preparing the invitation for bid solicitation, the Chapter Manager shall provide ten (10) days public notice or invitation to bid in a newspaper having general circulation and distribution within the Navajo Nation; or, shall provide notice or invitation to bid by mail or facsimile to all certified businesses listed on the Navajo Nation Source List compiled and maintained by the Navajo Nation Business Regulatory Department. The Notice of invitation to bid shall include:

- (1.) The requirements, descriptions, classification and specifications of the goods or services requested;
- (2.) The deadline dates for submission of bids, bid openings, award and any other significant dates;

- e. To demonstrate that competitive bidding was performed, the Chapter shall maintain a copy on file of the solicitation used to obtain the bids. In addition, if the Chapter used the advertising mechanisms to place the solicitation announcement, the Chapter shall maintain a copy of the announcement and an indication of where and when such announcement was placed.

- f. A pre-bid, pre-proposal, or a pre-contract conference shall be held to provide additional information only obtainable by seeing the site of service, construction site, or individuals with whom the contract is to be performed.

- g. Once the actual submission date for bids/proposals has expired, no late bids or proposals shall be accepted. All bids shall be submitted to the Chapter and shall be received and stamped at the Chapter administration by the Chapter Administrative Assistant. The Chapter Manager shall ensure that all bid documents received are recorded and safeguarded in a safe or under lock and key until the bid opening date.
- h. Bid Opening Procedures and Requirements; The following procedures shall be used at bid openings when there is more than one priority business submitting a bid pursuant to 5 N.N.C. § 205 (E):
 - (1) The bid opening will be at a designated site and announced two (2) weeks in advance through the local news media. A declaration by the Chapter President to the public attending shall be made that all bid information is confidential and subject to the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 *et seq.*, the Navajo Nation Ethics in Government Act, 2 N.N.C. §§ 3741 *et seq.*, and all other applicable Navajo Nation criminal and civil laws.
 - (2) The Chapter Manager, in the presence of witnesses, including the Chapter Officials, shall open all bids publicly. The amount of each bid, and such other relevant information as may be specified by regulations, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection, to the extent permitted by the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 *et seq.*
 - (3) Bid Acceptance, Evaluation and Selection: Bids shall be unconditionally accepted without alteration or correction, except as authorized by the Navajo Business Opportunity Act, or other provisions of applicable law. The Chapter Manager and Chapter Officials shall evaluate all bids based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. The criteria affecting the bid price and considered in evaluation for award shall be objectively measurable, and may include discounts, transportation cost, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids.
 - (4) Correction(s) or Withdrawal of Bids: Cancellation of Awards, correction(s) or withdrawal of inadvertently

erroneous bids before or afterward, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or provisions of bids prejudicial to fair competition shall be allowed. All decisions to permit correction or withdrawal of bids shall be supported by a written determination made by the Chapter Manager, and in consultation with the Chapter Officials.

- (5) Contract Award: the contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids, and whose bid is within the Maximum Feasible Cost. In the event all bids exceed available funds, as determined by the Chapter Manager, and the low responsive and responsible bid does not exceed such funds by more than five (5%) percent, the Chapter Manager and the Chapter Officials shall be authorized to negotiate with the bidder to adjust the bid price in order to bring the bid within the amount of the available funds.
- (6) The Chapter, prior to contract formation, shall approve the contract award or the negotiated bid at a regular duly called Chapter meeting. When the contract is formed, executed by the other party, and approved by the Chapter membership, the Chapter President shall sign and execute the contract on behalf of the Chapter in accordance with 2 N.N.C. § 222 (D) and other applicable law.

3. Competitive Sealed Proposals:

A contract may be entered into by competitive sealed proposal if the Chapter Manager determines in writing to the Chapter Officials that the use of competitive sealed bidding is either not practical or not advantageous to the Chapter. The competitive sealed proposals process shall be conducted in a manner consistent with the procedures set forth in the Navajo Business Opportunity Act at 5 N.N.C. § 205.

4. Request for Proposals:

- a. The Chapter Manager shall prepare a Request for Proposal, including a purchase description, and all contractual terms and conditions applicable to the procurement. The Request for Proposals shall also set forth the criteria to be used in evaluation of proposals. The Request for Proposals shall also refer to the preference of Navajo and Indian-owned business under the Navajo Nation Business Opportunity Act.

b. Maximum Feasible Cost:

The Chapter Manager, with assistance from the Navajo Nation Regional Business Development Office staff, shall develop, prior to advertisement of the Request for Proposals, a maximum feasible cost if a service is to be performed, based on the following:

1. Architectural and engineering estimates
2. Market price
3. Budget allocation
4. Prototype cost

c. Public Notice:

A minimum of ten (10) days public notice of the Request for Proposal shall be given before the opening of proposals, with dates on submission of proposals and proposal selection. It shall be the normal practice of the Chapter to provide notice or invitation to bid to certified businesses listed on the Navajo Nation Business Source List compiled and maintained by the Navajo Nation Business Regulatory Department. The public notice may also be published in a newspaper with regular circulation.

d. Opening of Proposals:

- (1) Proposals shall be opened publicly by the Chapter Manager in the presence of witnesses, including the Chapter Officials. The proposals shall be tabulated in a Register of Proposals that will be set up by the Administrative Assistant, and shall be available for public inspection after the contract award, to the extent provided for in the Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.* All opening of Proposals for procurement amount in excess of \$ 50,000 shall be governed by Request for Proposals procedures under the Navajo Nation Business Opportunity Act at 5 N.N.C. § 205 (E).
- (2) The opening of all Requests for Proposals shall follow the same procedures promulgated at Subsection 2 (h) of this section.

e. Evaluation Factors:

Request for proposals shall state the relative importance of price and other evaluation factors. The Chapter Manager and the Chapter Officials shall evaluate all proposals, which will include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a particular purpose. No

criteria may be used in proposal evaluation that is not set forth in the Request for Proposals.

f. Revisions to Proposals:

As provided for in the Request for Proposals, the Chapter Manager may, after public notice but prior to bid closing date, conduct discussions with the responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining a best and final offer. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

g. Award:

- (1) The Chapter Manager with assistance from the Navajo Nation Regional Business Development Office staff will determine in writing to the Chapter Officials which proposal is the most advantageous to the Chapter, taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria except those criteria set forth in the Request for Proposals shall be used in the evaluation. The contract file shall contain the basis on which the award is made, and shall be made public to the extent provided for in the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 *et seq.*
- (2) The contract shall be awarded within five (5) days by written notice from the Chapter Manager to the selected offeror whose proposal meets the requirements and criteria set forth in the Request for Proposals, and whose proposal is within the Maximum Feasible Cost.
- (3) The Chapter, prior to contract formation, shall approve the contract award or the negotiated award at a regular duly called Chapter meeting. Once the contract is formed and executed by the other party, the Chapter President shall sign and execute the contract on behalf of the Chapter, in accordance with 2 N.N.C. §222 (D) and other applicable law.

D. Cancellation of Invitation for Bids or Requests for Proposal:

An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, or when it is in the best interest of the Chapter. This shall be expressly stated in the Invitation for Bids, the Request for Proposals, or any other solicitation.

E. Responsibility of Bidders and Offerors:

1. Determination of Non-responsibility:

The Chapter Manager may make a written determination of non-responsibility of a bidder or offeror. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

2. Right of Nondisclosure:

Information furnished by a bidder or offeror pursuant to this section shall only be disclosed in accordance with the applicable provisions of the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 *et seq.*

F. Contract Performance and Payment Bonds:

1. When a construction contract is awarded in excess of \$50,000, the following bonds or security shall be delivered to the Chapter administration and shall become binding on the parties upon the execution of the contract:

- a. A performance bond satisfactory to the Chapter, executed by a surety company, in an amount equal to 100% of the price specified in the contract.
- b. A payment bond, satisfactory to the Chapter, executed by a surety company, for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

G. Construction and Construction Related Contracts:

1. For all construction and construction related procurement exceeding \$50,000.00, the Chapter Manager, or the Chapter's legal counsel, as applicable, shall consult with the Navajo Nation Department of Justice and shall use a contract template approved by the Department of Justice.

2. Sponsor-Lead Agency Agreement: The Chapter Manager shall determine, in consultation with the Chapter Officials, whether it is in the best interest of the Chapter to have guidance or assistance from a Navajo Nation division, department or program for a particular construction or construction related project. If the Chapter Manager determines that such guidance or assistance is in the best interest of the Chapter, the Chapter shall enter into a Sponsor-Lead Agency Agreement with the appropriate Navajo Nation agency with assistance from the Navajo Nation Department of Justice.

H. Sole Source Procurement:

- A. A contract may be awarded for goods and services without competition when there is only one source for the unique required goods and/or service needed in a single procurement of \$20,000 or less. The Chapter Manager, in consultation with Chapter Officials and the Navajo Nation Department of Justice or the Chapter's legal counsel, shall determine the unique procurement nature and need and shall make written justification of a single source for the goods or services. The written determination and justification and the selection of the unique contractor shall be included in the contract file. Certified entities under the Navajo Business Opportunity Act shall receive preference in sole source procurement. A Chapter resolution shall be required to certify the selection of the vendor and the purchase of goods or services.
- B. Sole Source Procurement shall not be used to circumvent the requirements for competition under this Procurement Manual. Any reckless or intentional circumvention of the requirements for competition in procurement under the Chapter's procurement policies or other applicable law shall subject any involved parties to civil and/or criminal liability.

I. Procurement of Licensed Professional Services:

1. For the purpose of procuring the services of accountants, auditors, architects, engineers, electricians, or other licensed professional services, the Chapter Manager may determine in writing to the Chapter Officials that the use of the competitive sealed bidding process is either not practical or not advantageous to the Chapter.
2. The Chapter may then procure said services by competitive sealed proposals. The competitive sealed proposals for licensed professional services shall be conducted in a manner consistent with the procedures set forth in the Navajo Nation Business Opportunity Act at 5 N.N.C. § 205, *unless* otherwise authorized as small purchases, emergency purchases, or sole source purchases under the Chapter Procurement Manual, or qualification based selection of professional services authorized by other applicable law.

3. For all professional services contracts, the Chapter Manager, or the Chapter's legal counsel, as applicable, shall consult with the Navajo Nation Department of Justice and shall use contract templates approved by the Department of Justice.

VIII. INSPECTION, ACCEPTANCE OR REJECTION

A. Policy:

All goods or services received by the Chapter shall be inspected and evaluated for acceptance or rejection. Contracts for the sale of goods and Buyer's rights to inspect, accept, or reject goods are governed by the Navajo Uniform Commercial Code, 5A N.N.C. §§ 1-101 *et seq.*

B. Procedures:

The following procedures shall be maintained for the inspection, acceptance or rejection of goods or services:

1. Upon receipt of goods and/or services the Administrative Assistant shall examine the shipping documents and compare such documents with the original purchase order receiving copy.
2. The Administrative Assistant shall verify the items and quantities received are correct according to the original purchase order.
3. The Administrative Assistant shall prepare a receiving report of the goods and/or services received by the Chapter and forward all documents (receiving reports, shipping documents, invoices, etc.) to the Chapter Manager for inspection, acceptance or rejection.
4. The Chapter Manager shall be responsible for inspecting and accepting or rejecting goods received based on the following:
 - a. Freight damaged merchandise
 - b. Shortage in shipments/overage
 - c. Low quality or non-conforming goods
 - d. Unauthorized order or shipment
5. If any of the discrepancies described above in Section IX (B) (4) are found during the Chapter Manager's inspection, the Chapter Manager shall notify the vendor(s) immediately to arrange for a method to return the merchandise, or to arrange for cure or other corrective measure satisfactory to both parties. For the Chapter's specific right to reject goods, in whole or in part, see 5A N.N.C. § 2-601

6. To save time and cost, the Chapter Manager may pick-up the merchandise at a vendor's commercial establishment where the goods can be examined and inspected.

IX. INVENTORY CONTROL

A. Resale Inventory:

The development and implementation of a resale inventory policy prevents overstocking, shortage and loss as a result of theft, spoilage, breakage, etc.

1. The Chapter shall maintain detailed records of inventory items showing the description, cost, quantity and location of all inventories.
2. The total dollar value of inventory items and the price changes shall be recorded in the chapter's financial records.
3. Verification of inventory shall be made on a monthly basis through a physical count.
4. Any differences in the financial records shall be investigated for cause and the records adjusted accordingly. Any adjustment to the records shall require a justification memorandum by the Chapter Manager.
5. The inventory shall consist of goods purchased and/or produced for resale. Examples of such inventory are hay, grain, craft items and fuel for households.
6. First-in-First-Out (FIFO) Inventory Method: The Chapter shall use the FIFO inventory method. It is based on the assumption that the first items in are the first out of inventory. Under this method, the ending inventory balance will reflect the cost of the most recent purchases. The advantage of this method is that it gives an up-to-date inventory value.
 - a. The following example illustrates the use of the FIFO method for one inventory item under a perpetual inventory system. In this method, a cost must be assigned to each item of inventory purchased or sold.

March - INVENTORY LOG

Date 2006	Quantity	Unit Cost	Sale(s)	On- hand	Adj.	Amount	Balance (Inventory)
03/02	100	1.50		100		150.00	\$ 150.00
03/10	50	1.60		150		80.00	\$ 230.00
03/15		1.60	100	50		160.00	\$ 70.00
03/16		1.60	25	25		40.00	\$ 30.00
03/17	10 busted bales	1.60		15	16.00	16.00	14.00

03/20	25	1.60		40		40.00	\$ 54.40
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- b. The Chapter will also use the FIFO inventory method for all resale items. Determining the cost and value of the resale items will depend upon the following factors:
 - (1.) Cost to produce the item
 - (2.) Economic demand for the item
 - (3.) Comparable price on the market
 - (4.) Chapter membership approval of sale price (hay, grain, etc.)
7. The Chapter shall maintain support documentation on all inventory transactions on an ongoing basis. These inventory records shall reflect the inventory receipts, issuances and balances. The inventory record keeping and custodial functions shall be segregated for internal control measures.
 - a. Inventory Sales Receipt (cash receipt): A pre-numbered and numerically controlled sales receipt form shall be prepared in duplicate for each sale. Each form shall be properly prepared and have the following information: number and quantities issued; unit sale price; vendor; date; total amount of sales; and the signature of the employee who sold the inventory. The inventory sale receipts shall be reconciled with the inventory records on a monthly basis, or whenever necessary.
8. Inventory Control Procedures:
 - a. The Administrative Assistant, at the time of inventory count, shall obtain the current perpetual inventory record and cross reference items during a physical count to determine whether any items are missing, damaged, spoiled, or obsolete.
 - b. The Administrative Assistant shall report any discrepancies to the inventory immediately to the Chapter Manager.
 - c. The Chapter Manager shall review the inventory count listing and any findings by the Administrative Assistant. If there is a major deficiency or changes in the inventory not properly recorded, the Chapter Manager shall consult with the Chapter officials as soon as possible, and correct the deficiencies with the help of the Administrative Assistant. Any changes to the inventory shall require a justification memorandum.
 - d. The Administrative Assistant shall handle all daily inventory record keeping. The Chapter Manager shall perform a monthly physical count and reconciliation of cash receipt tickets to the inventory records.

- e. The Chapter Manager shall use a fair market value determination in the resale of any items.

X. DEFINITIONS

The language contained in this section applies generally to this policy manual except as otherwise provided elsewhere in the Five Management Systems.

- A. Accounting - Accounting means the methods and records established and maintained to identify, assemble, analyze, classify, record and report a Chapter's financial transactions; and to maintain accountability.
- B. Administrative Functions - are those activities of the Chapter government which are non-legislative, and which are performed by Chapter employees.
- C. Bid - is a formal submission made as an offer by a potential supplier or service provider to provide goods and/or services to the Chapter, which includes information such as pricing, delivery schedule and other information related to the bidder's ability to provide the goods and/or services. A bid is evolved from the bidding process. A bid is not considered to be a binding offer by a vendor.
- D. Blanket Purchase Order - means a purchase method to acquire goods or services other a direct fund disbursement (check). For example: The chapter might wish to use a blanket purchase order to encumber a certain fund and to ensure that goods or services are received on regular basis.
- E. Chapter Employee - means a person employed by the Chapter government or administration and governed by the Chapter's Personnel Policies under its Five Management System.
- F. Chapter Manager - is the executive level professional who is hired by the Chapter to be responsible for administering the Five Management Systems and the everyday administration of the Chapter.
- G. Chapter Officials - means the following public officials elected by the registered Chapter membership: Chapter President, Chapter Vice-President, and Chapter Secretary/Treasurer.
- H. Chapter - means a political subdivision of the Navajo Nation considered as a general-purpose local government for reporting purposes of the Navajo Nation. The word "Chapter" is also used as a reference to the land and the people of such subdivision.
- I. Chapter Resolution - means the document recording the official action taken by the Chapter membership at a duly called chapter meeting, and certified by the presiding Chapter official.

- J. Construction – means the process of building, altering, repairing, improving, or demolishing any public, structure or building, or other public improvement of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, building or real property.
- K. Contract - means all types of Chapter agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction. The term contract does not include agreements, including prime contracts and grants, between the Chapter and Navajo Nation, or the federal, state, and county government for the provision of governmental services to Navajos and other persons within the Chapter.
- L. “Cost Plus” Contract – means paid on the basis of a fixed fee or a percentage added to actual cost.
- M. Custodian – means an individual fiduciary entrusted with guarding and having day-to-day charge of official books, records, documents, equipment, property and funds of the Chapter.
- N. Emergency Purchases - means an unforeseen and dangerous situation requiring immediate purchasing action by the Chapter to restore peace, health and safety for the people or their property.
- O. Five Management System - means a system for the administration of the Chapter government which includes fiscal, procurement, records, personnel and property management policies and rules.
- P. Navajo Nation Law - means Navajo statutes, administrative rules and regulations and Navajo Fundamental law.
- Q. Personal Property - is all supplies, materials, and equipment and other property, including expendable and non-expendable property, capitalized and non-capitalized, but which does not include real property or fixtures.
- R. Procurement – means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction related projects. It also includes all functions that pertain to the obtaining of any goods, services or construction related projects, including any requirements for said procurement, any selection and/or solicitation of sources, vendors, or contractors, and the preparation and award of any contract and all phases of contract administration.
- S. Proposal – means an offer to perform a contract for the performance of work and labor and/or the delivery of goods sought where it is neither practicable nor advantageous to the Chapter to procure specified types of supplies, services, or construction projects by competitive sealed bidding.

- T. Request for Proposal – means all documents and information, whether attached or incorporated by reference, utilized for soliciting proposals.
- U. Real Property (Chapter) - is any interest in land, together with the improvements, structures and fixtures located thereon.
- V. Responsive Bidder – means a person who has submitted a bid, which conforms in all material aspects to the Invitation for Bids.
- W. Responsible Bidder or Offeror – means a person who has the capability in all aspects to perform fully the contract requirements with integrity and reliability, and who will assure good faith performance.
- X. Services – means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- Y. Supplies – means all property, including but not limited to equipment, materials, printing, insurance, and lease of real property, excluding land or a permanent interest in land.
- Z. Vendor - means a person or a commercial establishment that sells goods or services. Example: one who has goods in a public place.

X. APPENDICES

- | | |
|---|-----------|
| 1. Stationary Supply Order Form (SSO) | Exhibit A |
| 2. Interdepartmental Charge Requisition (ICR) | Exhibit B |
| 3. Request for Direct Payment (RDP) | Exhibit C |
| 4. Purchase Requisition (PR) | Exhibit D |
| 5. Purchase Order (PO) | Exhibit E |
| 6. Chapter Requisition | Exhibit F |
| 7. Receiving Report | Exhibit G |
| 8. Request for Quotation Form | Exhibit H |
| 9. Bid Tabulation | Exhibit I |
| 10. Bid Evaluation Sheet | Exhibit J |
| 11. Fund Approval Form | Exhibit K |

THE NAVAJO NATION

OFFICE SUPPLY CENTER/PROCUREMENT DEPARTMENT

O. BOX 1787 - Navajo Route 12 — INDUSTRIAL PARK

Fort Defiance, Arizona 86504

(928) 729 - 4103 Fax #: (928) 729-4494

Order picked by: _____
(OSC Clerk)

DOC #: _____

☐ CHECK SALES ☐ MONEY ORDER SALES

CHECK # _____ PO # _____

☐ INTER - DEPARTMENTAL CHARGE☐ EXCHANGES OR RETURNS

OLD SSO # _____

☐ MARK - OFF / PR # _____**STATIONERY SUPPLY ORDER**

101694

DEPARTMENT: _____

DATE: _____

DELIVERY ADDRESS: _____

CITY/ STATE/ ZIP: _____

PHONE NO.: _____ FAX NO.: _____

CONTACT PERSON (please print): _____

ACCOUNT NO.: _____ ☐ 4130 ☐ 7130☐ 4420

EMAIL ADDRESS (please print): _____

PR CONVERSION ☐

▽ OFFICE USE ONLY ▽

LINE ITEM	ITEM NUMBER	QTY	DESCRIPTION	OBJECT CODE	UNIT COST	AMOUNT	STOCKROOM ISSUES	
							QTY	TOTAL AMOUNT
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
			Navajo Nation Sales Tax _____ %				TAX	
TOTAL QUANTITY		USE ESTIMATED AMOUNTS WHEN REQUIRED. ACTUAL CHARGES MUST NOT EXCEED TOTAL AMOUNT.				GRAND TOTAL		

△ OFFICE USE ONLY △

ORDERED BY _____

ISSUING

CLERKS _____

APPROVED BY _____

CUSTOMER

SIGNATURE _____

APPROVAL FOR FUNDS
AVAILABILITY _____

POSTED TOTAL (G/L TOTAL):

PQ ☐ RP ☐

OFFICE USE ONLY

THE NAVAJO NATION REQUEST FOR DIRECT PAYMENT

To: Accounts Payable Section, OFFICE OF THE CONTROLLER

Date _____

Please issue a Voucher check(s) as described below.

1. _____

Amount
Payee Name
Mailing Address
City
State
Zip
2. This request is for Payment of _____
3. Charge account number(s) _____
4. Process this check: ☐ Regular Processing; ☒ Prepaid Processing by (Time) _____ (Date) _____
5. Supporting documents attached: ☐ Yes; ☒ No (If no, explain why) _____
6. Remittance advice(s) or other document(s) marked "To be sent with check" attached ☐ Yes ☒ No
7. Check should be: ☐ Mailed to Payee; ☐ Picked up by Payee ☒ Picked up by (Name) CSC OR LGSC STAFF
 (Reason) _____
8. Other Information or comments _____

Request by (Signed) _____ Name (Printed) _____ Title Senior Accountant Tel. (928) 729-4018
 Approved by (Signed) _____ Name (Printed) _____ Title Senior Program and Projects Specialist Tel. (928) 729-4344

DO NOT WRITE BELOW THIS LINE - FOR USE BY OFFICE OF THE CONTROLLER DEPARTMENT ONLY

Funds available approved by _____ Title _____ Date _____

☐ Approved for payment as requested.
☐ Approved for payment with following exceptions _____
☐ Disapproved for payment because _____

By _____ Title _____ Date _____



No 810901

ORDERING DEPT.		DEPT. #	SHIP TO:	BILL TO:	DATE OR REQD.	DATE REQUIRED
TELEPHONE	FAX				ACCOUNT NO.	SUB-ACCOUNT
PURPOSE OR USE						

[illegible]

1. _____	TELECOMMUNICATIONS & UTILITIES
2. _____	DEPT. OF INFORMATION TECHNOLOGY
3. _____	PROPERTY MANAGEMENT
ORDERED BY: _____	APPROVED BY: DEPT./DIVISION _____
	RECORDS MANAGEMENT

<input type="checkbox"/> PHONE QUOTE		<input type="checkbox"/> NON CONF.		F.O.B. DESTINATION <input type="checkbox"/>		OTHER _____		R & P _____	
<input type="checkbox"/> ORAL QUOTE		<input type="checkbox"/> WRITTEN QUOTE		VIA Y.D. <input type="checkbox"/>		OTHER _____		TERMS: 2% 10 DAYS <input type="checkbox"/> 2% 10th PROX <input type="checkbox"/>	
				NET 30 <input type="checkbox"/>		OTHER _____			
ENDOR NO. _____						DATE ORDERED _____		P.O. NUMBER _____	
						BY: _____			

BUYER'S SIGNATURE

FT. DEFIANCE CHAPTER CHAPTER REQUISITION FORM

DATE

Chapter: FT. DEFIANCE

District: 18 Agency: FORT DEFIANCE

Ft. Defiance Chapter hereby authorizes Local Governance Support Center to expend the sum of \$ _____ from Claims Trust Fund for the following purpose.

PLEASE NOTE: (1). Attached three price quotations from suggested vendors. (2). Navajo Nation Business Preference Law applicable (NNC-CJY-59-86). (3) Public Works (10/20) days Project - names, project and copies of Social Security.

JUSTIFICATION: (Must be detailed and completed) _____

Contact Person: _____
Telephone No.: _____

TOTAL COST: \$ _____

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered by the Ft. Defiance Chapter of the Navajo Nation, at a duly called meeting at which a quorum was present and that same was passed by a vote of _____ in favor, _____ opposed, and _____ abstained, this _____ day of _____, 20____.

Chapter Manager

Chapter President/Official

.....
Must be signed by Chapter President and one other Chapter Official

Account Number: _____ Total Budgeted: \$ _____
Amount of Requisition: \$ _____
Fund Balance as of _____: \$ _____

Approved: _____
Director, Local Governance Support Center

Date

Exhibit H

Name/Organization: _____ Worksite: _____

Address: _____ City / State / Zip : _____

Phone No: _____ Fax No: _____

Quote completed by: _____ Date: _____

[illegible]

FOR QUOTES ONLY

FORT DEFIANCE CHAPTER

P.O. Box 366

Fort Defiance, AZ 86504

Phone # (928) 729-4352

Fax # (928) 729-4353

BID TABULATION SHEET

Name of Project: _____

Description: _____

VENDORS

Name of Vendor	Address	Navajo/Indian Preference	Quotation Amount	Comments

Recommendation: _____

Community Service Coordinator_____
Date_____
Accounts Maintenance Specialist_____
Date

FT. DEFIANCE CHAPTER

Bid Evaluation Sheet

Bid Number: _____

[illegible]



" Exhibit K"

FORT DEFIANCE CHAPTER

CHECK REQUEST FORM

Check Amount _____

Date: _____

Check Number _____

Payable To: _____

SS# _____

Invoice OR Reference # _____

Purpose of Payment: _____

Account Number

Amount

Yes

No

Availability of Funds

Budget Item

Community Approval

Condition Appropriation

Requested by: _____

Account Maintenance Specialist

Date: _____

Approved by: _____

Community Service Coordinator

Date: _____

Concurred by: _____

Secretary/Treasurer, Chapter President, Vice-President

Date: _____

**FT. DEFIANCE CHAPTER
PROPERTY POLICIES AND PROCEDURES MANUAL**

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**THE FORT DEFIANCE CHAPTER
PROPERTY MANAGEMENT POLICIES AND PROCEDURES MANUAL**

I. AUTHORIZATION

- A. Pursuant to 26 N.N.C. § 101 (A), the Fort Defiance Chapter hereafter referred to as Chapter is required to formulate, implement and operate under a Five Management System to ensure accountability. Accordingly, The Chapter has developed policies and procedures for the Five Management Systems consistent with applicable Navajo Nation Law.
- B. Pursuant to Chapter Resolution #FDC-2013-12-15-08 the Property Management Policies and Procedures Manual (hereafter "Property Manual") is hereby approved.

II. PURPOSE AND SCOPE OF POLICY

- A. These policies sets forth the authority, principles and policies governing the accounting for all chapter property in terms of dollar value, units and their location(s); and prescribes the chapter administrative functions and chapter officials' policy-making functions within the Chapter. These policies also provide the basis for the implementation of the general supervision over procedures necessary to organize and protect all chapter assets, through the maintenance of records and performance of inventories, thereby ensuring the provision of adequate and economical warehousing, receipt and delivery of chapter property.
- B. This Property Manual is applicable to all employees and members of the Chapter, including Chapter officials, who shall monitor property management to ensure that property records are maintained and that this policy is enforced.
- C. This Property Manual shall apply to all employees and members of the chapter, including Chapter officials, who shall ensure that all handling of Chapter property is done accordance with the principles detailed in the manual.
- D. These policies and procedures are intended to provide adequate and accurate information for chapter reporting activities, help justify how resources are utilized, serve as an important internal control measure, help document important decisions, and provide a history of the operation and maintenance of Chapter property.
- E. These policies and procedures shall ensure that all activities are supported with proper and accurate documentations, serve as an efficient and effective tool to minimize duplication of property acquisition, and provide adequate safeguards for Chapter property.

III. APPLICABLE LAWS

The Chapter shall comply with all applicable State, Federal and Navajo Nation law.

IV. GENERAL STATEMENT OF POLICIES

- A. The Chapter staff and Chapter Officials shall be charged with responsibility to ensure accurate inventory control and safekeeping of all Chapter property. In the event of loss, the Chapter staff and Chapter Officials shall be prepared to show the precautionary actions taken to guard against loss, damage, theft, etc. The Chapter shall maintain adequate insurance coverage. Liability insurance coverage shall be mandatory, where required by law. All Chapter property is for Chapter business only.
- B. An individual will not be assigned to a duty that will separate him from property for which he is responsible. Individuals may be required to assume accountability for property remotely located. In such instances, they are required to maintain records which will show at all times the general location of such property and the individuals responsible for its care and safekeeping.
- C. The sale, gift, loan or exchange or other disposition of any chapter property not specifically authorized by applicable Navajo Nation law, the Chapter's Five Management System or other directives issued by the Chapter is illegal.
- D. Any person who, without authority, sells or otherwise disposes (via loan, exchange, or gift) of Chapter property or through neglect allows Chapter property to be lost, or damaged, destroyed, sold or wrongly disposed of, may be lawfully punished pursuant to Navajo Nation law.
- E. All Chapter property shall be identified by marking and/or tagging unless such marking would impair the utility of the item.
- F. The Chapter property records will include serial numbers, quantity, condition and insurance for proper identification of items and to ensure proper reporting of any losses.
- G. All Chapter property shall be kept on the Chapter premises, except where it has been approved for other locations by the Chapter Manager.
- H. All property discovered upon annual inventory (tagged or not) shall be accounted for and recorded as Chapter property. It shall be the duty of the Chapter Manager to report the existence or discovery of property as indicated to safeguard and secure such property until any legally responsible individual or proper authority assumes possession of said property.
- I. No rewards, favors, gifts or other form of remuneration shall be received from any vendors, contractors, individual or firm, or any other sources having relations with the Chapter.
- J. All property and equipment of a value of more than \$1,000 shall be capitalized and recorded in the Chapter's Capital Asset ledger.

- K. All non-Capital expenditures shall be included in a Chapter-approved budget and recorded as an expense in the year of their purchase. At year-end, the capitalized asset shall be transferred to the Capital Assets Account Group ledger.
- L. All individuals shall comply with the Procurement Policies and Procedures Manual for any and all acquisitions of property.

V. GENERAL DUTIES AND RESPONSIBILITIES

A. Chapter Administrative Responsibilities:

The Chapter administrative staff shall follow the duties and responsibilities prescribed in their Property Manual or other applicable policies and plans of operation and shall comply with all administrative policies and procedures enacted by the Chapter, in accordance with applicable law.

1. The Chapter Manager shall:
 - a. Be entrusted and accountable for all Chapter property and shall be the designated property custodian.
 - b. Co-sign all checks for payment to vendors, along with the Chapter Secretary/Treasurer, and the Chapter President if the Secretary/Treasurer is not available.
 - c. Verify all purchase requisitions to assure purchase costs are reasonable, that materials are suitable, and that the quantity and intended use of any property purchased by the Chapter is in the best interest of the Chapter.
 - d. Keep both general and subsidiary ledgers for all Capital Assets owned, and which should permit a reconciliation of the detailed subsidiary ledger account amounts with the summary amounts and other accounts in the general ledger.
 - e. Reconcile the chapter inventory list maintained by the Administrative Assistant on an annual basis, and the re-sale inventory on a monthly basis.
 - f. Have the discretion of maintaining a separate inventory for assets not meeting the capitalization requirements, which will be expensed when purchased.
 - g. Acquire Chapter property on an installment plan, with the approval of the Chapter membership.
 - h. Be responsible for assuring rental equipment is used for its approved purpose and that the Chapter approved rental fees are enforced.

2. The Administrative Assistant shall:

- a. Prepare the paperwork necessary for the acquisition of property and equipment including:
 - (1). Obtain advance approval from the Chapter Manager and Chapter officials for transactions regarding Chapter property.
 - (2). Prepare purchase requisitions, issue purchase orders, conduct inspections of equipment purchased, verify complete orders per invoices, receive reports and process payments.
- b. Conduct a physical inventory count for property and equipment on an annual basis, and for resale inventory, a physical inventory on a monthly basis.

B. Chapter Official oversight responsibility:

1. The Chapter President shall:

- a. Work closely with the Vice-President and Secretary/Treasurer, to ensure that the Chapter administration is adequately meeting the chapter's directives and expending funds according to conditions of the Budget Instructions Manual and/or the Chapter's annual budgetary objectives on a quarterly basis, and will report to the Chapter membership.
- b. In the absence of the Secretary/Treasurer, may co-sign chapter checks with a justification memorandum.
- c. Sign all contracts, resolutions and other documents on behalf of the Chapter after approval by the Chapter membership.
- d. Monitor and review property management and activities of the Chapter administration on a quarterly basis.
- e. Help resolve any discrepancies, irregularities or illegalities in the property control process.

2. The Chapter Vice-President shall:

- a. In the event of an unforeseen situation, assume delegated duties and responsibilities of the Chapter President for a reasonable time period, or until the President is available.
- b. Assist in the review of the Chapter Property control process on a quarterly basis.

3. The Secretary/Treasurer shall:
 - a. Monitor the maintenance of an accounting system to ensure accountability of all funds and expenditures, and shall report all financial activities to the Chapter President and membership on a monthly basis.
 - b. Ensure that the chapter administration prepares monthly financial reports of all transactions and expenditures of the chapter by categories.
 - c. Co-sign Chapter checks along with the Chapter Manager.
 - d. Monitor and review the Chapter's property control records on a monthly basis.
 - e. Work towards resolving any discrepancies, irregularities, or illegalities in the property control process.

VI. PROPERTY ACQUISITION

A. Policy:

The Chapter may acquire personal and real property through purchase, donation, transfer, or abandoned property found within the Chapter's premises or jurisdiction.

B. All property purchases shall follow the Chapter's Procurement Policies and Procedures Manual where applicable.

C. Procedures:

The following procedures will apply for all property acquisitions:

1. Property:

a. Procedures:

- (1). The Chapter Manager may acquire or purchase property and equipment through use of cash and/or credit, or on an installment/lease plan, with the approval of Chapter Officials and membership.
- (2). The Administrative Assistant shall prepare all the necessary documents (Refer to Procurement Policy and Procedures) to initiate the purchase of property and equipment.
- (3). The Chapter Manager and Chapter President shall sign property acquisition documents on behalf of the Chapter upon approval of the Chapter membership.

- (4). The Administrative Assistant shall obtain advanced approval by the Chapter Manager, prepare the fund approval form and purchase requisition, issue any purchase order(s), inspect goods, complete the receiving report, maintain a complete property identification sheet, and process payments.
- (5). The Chapter Manager shall review all documents for completeness and co-sign the check for payment, along with the Secretary/Treasurer.
- (6). When a service, maintenance, or purchase agreement is set up with a vendor, installment payments may be made. The Administrative Assistant shall prepare and process a Fund Approval Form (FAF) in accordance with the Procurement Policies and Procedures, Section VII (C). Subsequent payments will be made in the same manner.
- (7). Upon acquisition of any property, the Chapter Manager shall immediately update the property records/inventory to reflect the acquisition.
- (8). Upon acceptance, the Administrative Assistant shall tag and record the property in the appropriate general and subsidiary ledgers along with all Capital Assets owned.

2. Acceptance of donation or gifts:

a. Policy:

All donations of items or gifts of property and equipment shall be addressed in writing to the Chapter Manager and/or the Chapter President.

b. Procedures:

It shall be the responsibility of the Chapter Manager to accept or reject the donated property or equipment offered to the chapter.

- (1). The Chapter Manager shall assess the proposed offer or donation, and advise and consult with the Chapter Officials concerning the costs or benefits of accepting the proposed offer or donation.
- (2). Upon acceptance, the Chapter Manager shall estimate the value of the donated property or equipment based on fair market value at the time of the donation.

- (3). Upon acceptance, the Administrative Assistant shall tag and record the property in the appropriate general and subsidiary ledgers along with all Capital Assets owned.

3. Abandoned or found property:

a. Policy:

It shall be the policy of the Chapter that any and all property found and/or abandoned shall become the property of the Chapter, at the discretion of the Chapter Manager in consultation with the Chapter Officials.

b. Procedures:

- (1). The Administrative Assistant shall inform the Chapter Manager and Chapter Officials about the found property immediately, and if the owner can be identified, request that the owner claim the property within thirty (30) calendar days.
- (2). The Chapter Manager, in consultation with the Chapter Officials, shall determine whether the property or equipment found or abandoned within the boundaries and jurisdiction of the Chapter shall become the property of the Chapter in the event there is no claim.
- (3). Upon acquisition of any abandoned or found property, the Chapter Manager shall estimate the value of said property based on its fair market value at the time of discovery.
- (4). If the property or equipment is unacceptable as Chapter property, the property will be turned over to the local police department or otherwise disposed of by the Chapter.
- (5). The Administrative Assistant shall tag and record the property in the appropriate general and subsidiary ledgers along with all Capital Assets owned.

4. Property and/or Equipment Transfer:

a. Policies:

1. A suggestion for transfer of property and equipment to the Chapter shall be addressed in writing to the Chapter.
2. The Chapter Manager shall be responsible for the acceptance or rejection of the transferred property or equipment offered to the Chapter.

b. Procedures:

1. The Chapter Manager shall assess the proposed transfer and consult with the Chapter Officials concerning the costs or benefits of accepting or rejecting the transfer of property or equipment.
2. The Chapter Manager shall estimate the value of the transferred property or equipment based on its fair market value at the time the transfer is proposed and accepted.
3. If accepted and transferred, the Administrative Assistant shall tag and record the transferred property or equipment in the appropriate general and subsidiary ledgers including the Capital assets.

VII. PROPERTY IDENTIFICATION, CLASSIFICATION AND RECORDS

A. Policy:

The Chapter shall maintain a complete, detailed and accurate identification of all chapter properties at all times. The Chapter Physical Equipment Inventory form shall be reconciled annually or upon a change of the Chapter Manager within the chapter administration.

1. All updates or reviews shall take place upon the hiring, new elected terms, resignation, or termination of the Chapter Manager, Chapter Officials or Chapter Administration to account for all property and equipment.
2. All properties of the Chapter shall be identified, classified and recorded on the Chapter Physical Equipment Inventory form.
3. All properties of the Chapter shall be tagged with the Chapter's property number.

B. Procedures:

The following procedures shall ensure all property is identified, classified and recorded in the Chapter Physical Inventory form.

1. The Administrative Assistant shall be responsible for classifying all chapter property into the following categories:
 - a. Expendable
 - (1). Supplies
 - (2). Materials
 - b. Non-expendable (Capitalized, value of more than \$500):
 - (1). Tool

- (2). Furniture
 - (3). Equipment
 - c. Property (Capital Asset, value at \$5,000 or more):
 - (1). Tools
 - (2). Furniture
 - (3). Equipment
 - d. Real property (Capital Assets, value at \$5,000 or more):
 - (1). Improvement
 - (2). Building
 - (3). Land
- 2. The Administrative Assistant shall record the proper classification of chapter property on the Capital Asset Inventory sheet which shall contain the following information:
 - a. Property numbers
 - b. Description
 - c. Classification
 - d. Serial number
 - e. Acquisition cost
 - f. Value
 - g. Condition
 - h. Last inventory
 - i. Date acquired
 - j. Procurement documents
 - k. Invoice number
 - l. Vendor
 - m. Fund Source
 - n. Date of disposition
 - o. Method of disposition
 - p. Amount of proceed
 - q. Account credited
 - r. Disposition posted by
- 3. The Administrative Assistant shall assure that the property identification, availability, and location of Capital Assets are recorded on the Capital Assets Inventory Sheet, and filed securely in a locked safe.
- 4. If the date of purchase or purchase price is unknown, the beginning fiscal year date shall be utilized, with a specific notation regarding the substituted date. If the date of purchase price is unknown, it will be estimated at the current fair market value. Also the value of donated equipment shall be estimated based on fair market value at the time of acquisition and the total value of all listed property and equipment shall be recorded in the Capital Asset account.
- 5. The Chapter Manager shall record in the Chapter's accounting records and financial report statements on the Chapter's Capital Assets in accordance with the following example:

a. The General Ledger – Capital Assets

DATE	ITEM	REF	DEBIT	CREDIT	BALANCE
12/1	Beg. Bal.				35,000
12/31	Machinery & Equipment	GF	45,000		
12/31	Office Equipment	GF	20,000		100,000

Subsidiary Ledgers are detailed records and amounts of individual property items listed as Capital Assets (buildings, infrastructure or improvements other than buildings, machinery and equipment, and construction in progress). These ledgers permit for the reconciliation

between the General Ledger and Subsidiary Ledgers. The following are examples of Capital Assets subsidiary ledgers.

b. Fixed Asset Subsidiary Ledger-Machinery & Equipment:

DATE	ITEM	REF.	DEBIT	CREDIT	BALANCE
12/1	Beg. Bal.				25,000
12/31	GMC TRUCK	GF	10,000		35,000
12/31	CHEVY TRUCK	GF	10,000		45,000

c. Fixed Asset Subsidiary Ledger-Office Equipment:

DATE	ITEM	REF.	DEBIT	CREDIT	BALANCE
12/1	Beg. Bal.				10,000
12/31	IBM COMPUTER	GF	5,000		15,000
12/31	CONF. RM TABLE	GF	5,000		20,500

d. Fixed Capital Asset Inventory form:

Tlk Property #	NN Property #	Serial #	Desc.	Cond.	Date of Purc	Purchase Price	Date of Depo	Va lue	Salv. value	Locat ion

The Capital Asset Inventory form is an accounting record which displays a summary of all capitalized property. Generally, this information is obtained from the Chapter's Physical Equipment Inventory Form.

VIII. INVENTORY OF PROPERTY

A. Policy:

The Chapter shall conduct and maintain a complete, detailed and accurate physical inventory of the Chapter property assigned and shall reconcile the entire property list annually, or upon a change of the Chapter Manager within the Chapter Administration.

1. An update and review shall be completed upon the hiring, new elected term, resignation, or termination of the Chapter Administration and Chapter Officials.

B. Procedures:

1. The Chapter Manager shall conduct the physical inventory that will involve an actual observation and identification of each piece of property using the Chapter Physical Inventory Form. A property condition check is

a part of the inventory count and shall be recorded on the Chapter Physical Equipment Inventory form.

2. The Administrative Assistant shall ensure that all pertinent records and documentation of all Chapter property are kept on file including invoices, warranties and titles.
3. At the beginning of each fiscal year the Chapter Manager shall provide a copy of the most current inventory listing to the Navajo Nation Risk Management Department, or whenever there is any new acquisition or disposition of any property covered by the Risk Management Department, including any equipment, vehicles, etc., and any real property such as land, buildings and improvements.
4. The Chapter Manager shall consult with the Navajo Nation Risk Management Department annually as part of the budget process, to determine insurance costs and available appropriations, and to ensure that the Chapter's entire inventory is properly insured at all times and that property identification requirements are sufficient to meet replacement requirements.
5. The Chapter Manager shall reconcile and adjust the inventory count and listing for accuracy and completeness on an annual basis or at the time of acquisition or disposition.

IX. LOST, STOLEN OR DAMAGED PROPERTY

A. Policy:

Pertinent records and documentation of all Chapter property shall be kept on file including invoices, warranties and titles to ensure protection against property lost, stolen or damaged.

1. To prevent loss, theft or damage of any Chapter property, all property shall be secured in its proper place at all times.

B. Procedures:

1. The Administrative Assistant shall check all locations to ensure the asset has not been misplaced, loss, stolen or damage.
2. The Chapter Manager or Administrative Assistant shall immediately notify law enforcement and obtain a written police report on the missing, stolen or vandalized asset.
3. The Chapter Manager shall immediately notify the chapter officials of the incident.
4. The Chapter Manager shall submit a memorandum and a copy of the police report along with all essential information regarding the property to

the Navajo Nation Risk Management Department, Window Rock, Arizona.

5. The Administrative Assistant shall compile all information from the latest physical inventory for the purpose of providing an estimate of the cost of the items(s) that were stolen, vandalized or damaged, to Risk Management Department for possible repairs or replacement.
6. The Chapter Manager shall take possession of damaged and/or recovered property from the Chapter and obtain any requisite cost estimate of (a) repair cost or (b) replacement cost. The Chapter Manager shall determine, based upon the estimated repair or replacement cost, the reasonableness to replace the damaged or recovered property.
7. The Chapter Manager shall review insurance records to ensure adequate insurance coverage for a new Capital Asset as acquired.
8. Any Chapter property that is stolen or damaged shall be treated in the same manner as outlined in Procedures #1 - 7, above, if the Chapter Manager determines the item to be of significant value.

X. PROPERTY MAINTENANCE AND STORAGE

A. Policy:

All property and equipment shall have a preventive maintenance/repair schedule and guidelines for the use of the property. The Chapter Manager shall be responsible for the development and implementation of this policy and for maintaining property on chapter premises *unless* temporarily relocated for repair or rental:

B. Procedures:

1. Maintenance of Facilities:

- a. Routine Maintenance: The Chapter Manager shall provide a maintenance and repair schedule for all Chapter facilities including, but not limited to, the Chapter Administrative Offices, Head Start building, Senior Citizen Center, warehouse, and any other building or structure within the acreage legally set aside for chapter government operation.
- b. The Chapter shall be liable and responsible for the maintenance and repairs of all Chapters owned facilities, unless there is a separate maintenance agreement for said Chapter owned facility with a Navajo Nation government program or a county, state or federal entity.
- c. The Chapter Manager shall ensure the provision of routine maintenance as a preventive measure against damage and wear.

2. Maintenance of Equipment:

a. Preventive Maintenance

- (1). The Administrative Assistant shall schedule and requisition for servicing of all equipment including, but not limited to, any computers, the photocopy machine, printer, fax machine, and vehicles.
- (2). All Chapter office equipment shall have a monthly preventive maintenance schedule. If the product is on lease to the Chapter, any agreement with the lessor shall provide that the lessor supply the routine maintenance.
- (3). The Chapter Manager shall monthly inspect all equipment for proper maintenance and compliance with the maintenance schedule.
- (4). The Chapter Manager shall ensure for reasonable security to safeguard Chapter property.
- (5). The Administrative Assistant shall date and log all maintenance performed on the Monthly Inspection and Maintenance form.

b. Repairs:

- (1). The Administrative Assistant shall be responsible for the scheduling and requisitioning of routine repairs of equipment in accordance with the Chapter's Procurement Policies and Procedures.
- (2). The Chapter Manager shall be responsible for emergency repairs, in accordance with Section VI of the Chapter Procurement Policies and Procedures.
- (3). The Administrative Assistant shall date and log all repairs of any equipment.

XI. LOAN, RENTAL AND USE OF CHAPTER PROPERTY

A. Policy:

No Chapter property or equipment shall be loaned or rented without the approval of the Chapter Manager on a Chapter House Usage Form and after establishment of a standard rental fee for each type of Chapter property and equipment. The Chapter shall also require a deposit to cover cleaning, damage or loss of equipment and shall not be responsible for any liability or damages whatsoever caused by the Lessee's negligence or failure to comply with the applicable

standard of care for any activities under the Lessee's control, or for the Lessee's failure to comply with any applicable Chapter policies or Navajo Nation law. . Any liability of the Chapter or the Navajo Nation shall be strictly limited to those damages available under the Navajo Sovereign Immunity Act, 1 N.N.C. §§ 551 *et seq.*

B. Procedures:

1. The Chapter Manager shall be responsible for ensuring the equipment is used for its intended purpose and for enforcing the standard rental fees established by the Chapter Membership, based on recommendations from the Chapter Manager and elected officials.
2. The individual(s), group or organization of the Chapter must fill out an Equipment Rental Form at the Chapter Administration specifying which Chapter equipment the individual, group or organization wants to rent.
3. The Administrative Assistant shall be responsible for assisting and making sure all documents and information regarding the rental policies are transmitted and understood by the Lessee, including the deposit that is required. The documents shall be forwarded to the Chapter Manager.
4. The Chapter Manager shall approve or disapprove the rental request based on the available documents.
5. If approved, the Lessee shall assume responsibility for the equipment and its intended use, and shall return the equipment at the specified time agreed on.
6. If the equipment is returned dirty or damaged, or is lost, the Lessee shall forfeit the deposit up to the cost for any cleaning, repair or replacement; otherwise, the deposit shall be returned to the Lessee upon return of the equipment.
7. The Chapter Manager shall be notified immediately if the equipment has been damaged and shall follow those procedures provide in Section X (B) of the Property Manual.
8. The Chapter Manager shall have the sole authority to approve any waiver of fees based on appropriate documentation and policies for fee waivers adopted by the Chapter membership.

C. Use of the Chapter House.

1. Policies:

- a. From time to time, Chapter and non-Chapter groups or organizations, or individuals, (the "Lessee") may wish to use the Chapter House facilities to conduct activities for charitable and

non-charitable purposes. Such groups or organizations shall be required to obtain short-term liability insurance prior to utilizing the facility, which can be obtained from the Navajo Nation Risk Management Department.

- c. If an individual(s) or group request to utilize the kitchen facility to sell food or other items, either on behalf of the Chapter or privately, the Chapter Manager shall approve these requests on a Chapter House Usage Form (Exhibit "D"). No person shall handle food to be prepared for consumption by the public without a valid food handler's permit, a copy of which shall be filed with the Chapter Administration.
- d. The Chapter shall not assume any responsibility for loss or theft of any valuables of the Lessees or their Invitees, nor for any liability or damages whatsoever caused by the Lessee's negligence or failure to comply with the applicable standard of care for any activities under the Lessee's control, or for the Lessee's failure to comply with any applicable Chapter policies or Navajo Nation law. Any liability of the Chapter or the Navajo Nation shall be strictly limited to those damages available under the Navajo Sovereign Immunity Act, 1 N.N.C. §§ 551 et seq.
- e. The Lessee is responsible for making sure that all Chapter property remains on the premises and that the area is clean before leaving. It will be the Lessee's responsibility to pay for any damaged property, and if the Chapter House is not cleaned, the Lessee will forfeit the deposits and future utilization of the Chapter house facilities. The Chapter Manager shall be responsible for making that determination depending on the circumstances and damage done.
- f. The Lessees shall abide by the maximum number of occupancy established for the facility.
- g. The Chapter administration staff shall be authorized to establish rules and regulations pertaining to telephone calls, water hauling and other incidentals for the community members.
- h. The Chapter Manager shall be the sole authority to approve any waiver of fees, based on proper documentation and policies for waiver of fees established by the Chapter membership.
- i. The Chapter Manager and/or Chapter Officials shall reserve the right to refuse any individual(s) the usage of the Chapter facility if the individual(s) is behaving unprofessionally and using vulgar language or profanity.
- j. Facility usage for any political functions shall be subject to all applicable fees and deposits with no refunds. .

2. Procedures:

- a. Potential Lessees shall contact the Chapter Administration at least ten (10) business days in advance in order to apply for Chapter house usage. The Administrative Assistant shall provide the Chapter facilities usage agreement form and explain the conditions and requirements.
- b. The Administrative Assistant shall prepare all documents and forward to the Chapter Manager for consideration.
- c. The Chapter Manager shall review all the documents for completeness and either approve or disapprove the request. If denied, the Chapter Manager shall provide justification for the denial upon request.
- d. The Chapter Manager shall return all documents to the Administrative Assistant who shall notify the potential Lessee.
- e. The Administrative Assistant shall record and file all documents into the appropriate ledgers and filing system.
- f. The Cash Receipt Control policy and procedures shall be applied for proper reporting and recording pursuant to Fiscal Section VII, (A) (2) of the Chapter Fiscal Policy and Procedures Manual.
- g. The Chapter Manager shall have the sole authority to approve any waivers of fees, based on appropriate documentation and policies established by the Chapter membership.

XII. PROPERTY AND EQUIPMENT INSURANCE

A. Policies:

Liability insurance coverage for injuries to third parties shall be mandatory on all Chapter property and equipment. Other coverage including collision, fire/smoke damage, theft/vandalism and workman's compensation shall also be included.

1. The Chapter shall participate in the Navajo Nation Insurance Services for its insurance coverage pursuant to 26 N.N.C. § 2003.
2. The Chapter shall use the insurance premium schedule to determine premium rates in accordance with the Navajo Nation Budget Instructions Manual.
3. All property and equipment insurance shall be reviewed periodically for adequacy and filed in a secure place.

XIII. PROPERTY DISPOSITION

A. Policy:

It shall be the policy of the Chapter to properly dispose of its property and equipment that will involve not only the physical disposition, but also the reconciliation of the accounting records to reflect such disposal. Capital Assets may be disposed of in a sale, retirement, or replacement transaction.

1. The Chapter Manager shall update property records to reflect disposal and to ensure that insurance policies are updated as appropriate.
2. The Chapter Manager in consultation with the Chapter Officials shall approve any disposal of Chapter property and/or equipment.
3. All disposal of Chapter property shall be reported to the Chapter membership via public notice or at Chapter meetings by the Chapter Manager.

B. Procedures:

1. Types of Disposal:

- a. Ordinary disposal includes property disposed of through ordinary means (sales, trade-in, wear and tear, obsolete, etc).
- b. Extraordinary disposals include property that is stolen, lost, damaged or destroyed, and which require an inventory report.

2. Surplus Property:

Surplus property is supplies or equipment for which there is no longer a need within the Chapter. If the Chapter identifies surplus property, the Chapter Manager shall inform the Chapter membership that such property exists so that the Chapter membership may have first opportunity to purchase such surplus property.

3. Sale of Property:

- a. When a sale of Chapter property is to be made, the Chapter Administration shall post a notice of sale in conspicuous places for thirty (30) days prior to said sale. Such property shall be sold at a price reflecting the property's fair-market value.
- b. The Chapter Manager shall be responsible for assuring that all documents verifying the sale are provided in order that the proceeds of such a sale will be credited to Other Revenue in the fund that generated the original purchase. If information on the fund source is not available, the proceeds will be credited to Other Revenue in the General Fund. The Cash Receipt Control policy

and procedures will be applied for proper reporting and recording pursuant to Section VII (A) of the Chapter Fiscal Policy and Procedures Manual.

- c. The Chapter Manager shall remove the Capital Asset carrying value by debiting the Investment in the Capital Asset Accounts and by crediting the asset account(s) in the general and subsidiary ledgers.
- d. The cost of retirement, as well as the proceeds received from the sale of salvage, shall be taken into account. The salvage costs will be temporarily recorded as expenditures then those are netted against the gross salvage proceeds. The net amount is then reported as Revenue - Salvage Proceeds.

Example: Asset Book Value of \$150,000; it cost \$10,000 to destroy it; the sale of salvage is \$15,000.

• <u>Capital Assets</u>		
Investment in Capital Assets	\$150,000	
Building		\$150,000
• <u>General Fund</u>		
Expenditures-others	\$ 10,000	
Cash		\$10,000
• <u>Cash</u>		
Revenue-salvage Proceeds	\$ 140,000	\$140,000

XIV. DEFINITIONS

The language contained in this section applies generally to this policy manual except as otherwise provided elsewhere in the Chapter's Five Management System.

- A. **Accountability** - involves the basic obligation of accounting for Chapter property, whereas responsibility for Chapter property arises from custody or possession of Chapter property and/or the obligation to supervise said property by Chapter staff or employees, Chapter officials and Chapter members who are in custody or possession of that property.
- B. **Acquisition Cost** - is the general accepted basis of accounting for general fixed assets used (fair-market value at the time of receipt, if asset is received by donation).
- C. **Chapter Manager** - is the individual responsible for administering the Chapter Five Management System and Chapter Administration.
- D. **Chapter Officials** - consists of the Chapter President, Chapter Vice-President, and Chapter Secretary/Treasurer.

- E. **Equipment in place** - is Chapter personal property of a movable nature which has been fixed in place or attached to a Chapter facility or other real property, but which may be severed or removed from the structure to which it is attached without damaging the usefulness of the structure. It does not include installed building equipment.
- F. **Expendable Property** - is Chapter property that is of relatively low monetary value, is consumed in the performance of a function, or is incorporated into an end product. Examples of property under this description include operating supplies, office supplies, janitorial supplies, building material, hay and feed, firewood, fencing material, small tools, and so forth.
- G. **Fair Market Value** - is the price at which a willing seller will sell and a willing buyer will buy, in an arm's length transaction, when neither is under compulsion to sell or buy and both have reasonable knowledge of relevant facts.
- H. **General Fixed Assets** - is a classification of Chapter property that includes land, buildings, infrastructure, improvements other than building, machinery, equipment, and construction-in-progress, meeting items 1) and 2) or 3) of the following criteria: Non-expendable.
- 1) Value of \$500.00 or more.
 - 2) Non-expendable.
 - 3) Classified as a Sensitive Property Item by the Chapter Manager or elected officials.
- I. **General Fixed Assets Account Group** - is a self-balancing group of accounts, set up by the Chapter to account for the general fixed assets of the Chapter.
- J. **Historical Cost** - is an accounting principle requiring all financial statement items to be based on original cost. It is usually based upon the dollar amount originally exchanged in an arm's-length transaction; an amount assumed to reflect the fair market value of an item at the transaction date.
- K. **Installed building equipment** - are the items of Chapter equipment and furnishings, including material for installations, which are required to make a Chapter facility useful and are fixed as a permanent part of the structure. Examples of items included under this description are plumbing fixtures and equipment, fixed heating, cooling, ventilation, or fire protection, and counters and cabinets.
- L. **Non-expendable Property** - is an item of personal property of the Chapter of any dollar value that retains its identity throughout its useful life. For classification purposes, a minimum dollar value is assigned and the amount is significant enough to warrant maintaining of item accountability. The items of property under this classification, for property management and accounting purposes, will be carried on the Chapter property records as general fixed assets until disposed of by the Chapter through transfer, sale or other means.

- M. **Real Property** - is any interest in Chapter land, together with improvements, structures and fixtures that are located on it. The Chapter Planning and Zoning Council, aka: Hoyee' Bikayah Binataha, may be consulted for property land and other real property information, descriptions and classifications administered by the Chapter.
- N. **Responsibility** - is the obligation of a Chapter staff or employee, Chapter Officials and Chapter members, with respect to the proper custody, care and safekeeping of property entrusted to that individual.
- O. **Property Record** - is a basic itemized record showing the Chapter's property.

XV. APPENDICES

- | | | |
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| A. | Property Identification Sheet | Exhibit A |
| B. | Property Assignment Sheet | Exhibit B |
| C. | Chapter Insurance Premium Schedule | Exhibit C |

THE FORT DEFIANCE CHAPTER PROPERTY IDENTIFICATION SHEET	
Property No. _____ Serial No. _____ Value FY2001 \$ _____ Date of Service _____ Assigned To _____	Description _____ Classification _____ Condition _____ Useful Life _____ Last Inventory _____
Acquisition Data	
Date Acquired _____ Method of Acquisition _____ Acquisition Cost \$ _____ Vendor _____	Acquisition Document _____ Invoice No. _____ Fund Source _____ Account No. _____
Disposition Data	
Date of Disposition _____ Method of Disposition _____ Amount of Proceed \$ _____	Account Credited _____ Date Record Removed _____ Posted By _____

THE FORT DEFIANCE CHAPTER PROPERTY ASSIGNMENT FORM Assignment Form	
Property No. _____ Description _____ Date of Assignment _____ Assigned To _____	Approved By _____ Date Approved _____ Responsible Assignee _____ Assignee Initial and Date _____
Termination of Assignment	
Date of End of Assignment _____ Returned By _____ Property Received By _____ Condition of Returned Item _____	Status of Returned Item _____ Remarks _____ _____ _____

**THE FORT DEFIANCE CHAPTER INSURANCE
PREMIUM SCHEDULE**

COVERAGE	DEDUCTIBLE	RATE
Contents	\$ 500.00	.250
Contractors Equipment	\$ 1000.00	.580

i. Rates are per \$100 of Value

EXAMPLE

(Total Contents Value divided by 100) x Rate = Premium

$$\frac{\$25,000.00}{100} = 250 \quad \times .250 = \$62.50$$

(Total Equipment Value divided by 100) x RATE = PREMIUM

Premium for Vehicle Coverage

Chapter Owned Auto

Auto Physical Damage	\$ 275.00
Auto Liability	\$ 267.31
PL 93-638 (Leased) GSA Vehicle	\$ 275.00

DEDUCTIBLES

Vehicle Under One (1) Ton	\$ 500.00
Vehicle One (1) Ton and Over	\$ 1,000.00
PL-93-638 Leased GSA Vehicles	\$ 500.00

**FORT DEFIANCE CHAPTER
PERSONNEL POLICIES AND PROCEDURES MANUAL**

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I. FORT DEFIANCE CHAPTER PERSONNEL POLICIES MANUAL

A. Purpose

These policies are designed to assist Fort Defiance Chapter Managers to deal consistently with human resources issues and to outline the rights, benefits, and what is expected of Fort Defiance Chapter administrative employees.

1. Role of the Fort Defiance Chapter Manager

The Fort Defiance Chapter Manager, at times in consultation with the Fort Defiance Chapter Officials, determines jobs to be performed, offers employment, and compensates employees for the work performed.

2. Role of Fort Defiance Chapter Manager

Fort Defiance Chapter Managers are responsible for utilizing and applying the personnel policies consistently in dealing with human resources issues. They are encouraged to seek advice from Department of Personnel Management and Department of Justice (or legal counsel) on the interpretation of the Personnel Policies Manual and in addressing employment issues. Fort Defiance Chapter Managers are expected to provide leadership in implementing the policies and to set a positive example for employees.

3. Role of the Employee

Employees shall read, understand, and comply with policies and procedures that affect or apply to their employment.

4. Role of the Department of Personnel Management and Legal Counsel

The Fort Defiance Chapter Manager shall develop and implement procedures, as necessary, consistent with the policies contained in this manual. Department of Personnel Management or legal counsel (private or the Department of Justice) may also provide guidance to Fort Defiance Chapter Managers on the interpretation and intent of the manual and assist in addressing employment issues.

B. Application

These Personnel Policies apply to all Fort Defiance Chapter employees, regardless of funding source or employment status, except where they are specifically excluded. These policies do not create an employment contract by implication and the rights and privileges granted employees are only those specifically stated.

C. **Exceptions**

1. Certain categories of employees may be affected by policies and regulations that may take precedence or may supplement these policies.
2. To the extent that the Fort Defiance Chapter is required to develop policies or procedures that take precedence over or supplement this manual, they shall be reviewed and approved, if necessary, by the Department of Justice (or private legal counsel) prior to implementation by the Fort Defiance Chapter.

II. **MANAGEMENT AND SUPERVISORY RESPONSIBILITIES**

Fort Defiance Chapter Managers are responsible for:

1. Developing and maintaining the highest possible level of performance in their Fort Defiance Chapter.
2. Developing and maintaining good employee working relationships and conduct in their Fort Defiance Chapter.
3. Planning, organizing, directing, coordinating and supervising all functional activities and responsibilities within their Fort Defiance Chapter.
4. Preparing budgets, performance reports, and other documents as required.
5. Submitting required reports to the Navajo Nation Council, Standing Committees, Commissions and Boards as specified by the Fort Defiance Chapter's Five Management System ("FMS") or Navajo Nation law.
6. Implementing personnel policies and procedures as outlined in this manual.
7. Implementing and maintaining internal operating policies, procedures, and control.
8. Safeguarding and accounting for all assets, including but not limited to, funds and property for which there is a custodial responsibility.
9. Representing the Fort Defiance Chapter in official functions as directed.
10. Approving or disapproving all documents in accordance with functional responsibilities.
11. Managing employee performance in accordance with established policies and procedures.

12. Maintaining reporting relationships consistent with the chain of command.
13. Coordinating activities with other governmental agencies.
14. Upholding the laws and regulations of the Navajo Nation and adherence to the Fort Defiance Chapter's FMS.
15. Monitoring the presence of unauthorized individuals at the worksite and taking appropriate action.

III. EMPLOYMENT PRACTICES

A. Policy

The policy of the Fort Defiance Chapter is to comply with all applicable laws that govern the employment relationship between the Fort Defiance Chapter and its employees. Consistent with the provisions of applicable laws and policies, the Fort Defiance Chapter will not improperly discriminate against any applicant or employee.

B. Navajo Preference

The Fort Defiance Chapter gives preference in employment to enrolled members of the Navajo Tribe in accordance with the provisions of the Navajo Preference in Employment Act (15 N.N.C. §601 - 19).

C. Other

Whenever necessary, the Fort Defiance Chapter may offer preference in employment to other applicants based on funding source requirements. However, in no case may this preference supersede Navajo preference.

D. Second or Outside Employment

1. Full-time employment with the Fort Defiance Chapter shall generally be the sole employment of any employee. However, it is recognized that personal situations do occur that might make it necessary for employees to seek supplementary employment.
2. A Fort Defiance Chapter employee shall not engage in outside or self-employment if such outside or self-employment creates a conflict of interest. A conflict of interest is defined as a real or seeming incompatibility between one's private interests and one's public or fiduciary duties.
3. A Fort Defiance Chapter employee who secures outside or self-employment that creates a conflict of interest may be subject to dismissal.

4. A Fort Defiance Chapter employee may not concurrently hold two full-time positions with the Fort Defiance Chapter and the Nation.
5. Additional employment should not impair job performance with the Fort Defiance Chapter. This includes conflicts of interest, neglect of duty, absence from or tardiness to the workstation, and performing duties associated with additional employment during normal working hours.
6. If a Fort Defiance Chapter employee is absent from his/her job due to outside or self-employment, the employee shall be required to take leave.
7. Fort Defiance Chapter Managers are responsible for determining whether additional employment adversely affects job performance with the Fort Defiance Chapter.
8. Honoraria and/or compensation received for occasional seminars, speeches, or presentations are not deemed to be second or outside employment and are not subject to these provisions.

E. Hiring of Relatives

1. To promote consistency and equity in the treatment of all Fort Defiance Chapter employees, to prevent breaches in confidentiality, to prevent improper influences in employment and to prevent the perception of favoritism, the Fort Defiance Chapter will not employ, in any position, the immediate relatives of current employees or elected officials if:
 - a. one is directly supervising the other on a regular basis or
 - b. there is potential for creating an adverse effect on supervision, security, or morale, or the potential for a conflict of interest.
2. For purposes of this policy, the term "relative" is defined as an individual who is related by blood or marriage to the employee as a father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half brother or half sister.
3. If Fort Defiance Chapter employees become related after employment and a conflict such as described in the above paragraph is created; or, if a re-organization creates such a conflict, 90 calendar days will be allowed to resolve the matter voluntarily or by transfer of one of the Fort Defiance Chapter employees. If this is not possible, the Fort Defiance Chapter employee with the most recent date of continuous employment will be released.

4. Employees, Fort Defiance Chapter officials, members of the Navajo Nation Council, or other committees capable of influencing hiring, evaluation, or other employee actions, and who are related to employees covered by these policies, shall refrain from influencing all actions having to do with such relatives.
5. All applicants for positions with the Fort Defiance Chapter shall indicate on the official application form whether they are related to any employee. This information will be used to determine possible conflicts of interest involving the position.
6. If an applicant knowingly answers questions untruthfully concerning the relationship, and this fact later becomes known, the employee will be terminated immediately.

IV. RECRUITMENT AND SELECTION

A. Policy

In general, the Fort Defiance Chapter's employment process, which is carried out by the Fort Defiance Chapter Manager in consultation and with the approval of the Fort Defiance Chapter officials, will ensure competitive practices in recruitment, selection, and placement of qualified applicants based on the applicant's knowledge, skills, abilities, and overall qualifications for employment with the Fort Defiance Chapter. The Fort Defiance Chapter's employment process shall comply with applicable laws of the Navajo Nation.

B. Responsibilities

1. The Fort Defiance Chapter Manager shall be responsible for:
 - a. complying with the employment, recruitment and selection policies and the requirements of applicable Navajo Nation, state, and federal laws,
 - b. notifying the Fort Defiance Chapter of all vacant positions to be filled,
 - c. defining the duties and responsibilities of the vacant position and, with the consultation of the Fort Defiance Chapter Officials, the position requirements, and
 - d. making the final selection from among applicants for a particular position after Fort Defiance Chapter approval.
2. The Fort Defiance Chapter Manager shall be responsible for:
 - a. establishing, implementing and monitoring effective recruitment and selection policies and procedures,

- b. assisting programs in defining job-related position requirements and determining the most effective recruitment and selection policies and procedures,
- c. advertising vacant positions,
- d. establishing selection procedures,
- e. conducting qualification assessments and referring qualified applicants to the program,
- f. advising employees on personnel policies and procedures, interpretation of requirements, and professional standards for selection methods,
- g. consulting with employees on the availability and qualifications of applicants for specific positions, reviewing, monitoring and evaluating the effectiveness of selection processes.
- h. Ensuring that all actions taken are consistent with the Fort Defiance Chapter's Five Management System and Navajo Nation law.

C. Advertising of Vacant Positions

- 1. All vacant positions must be advertised a minimum of 10 working days. Job vacancy announcements may be within the Fort Defiance Chapter, or within the community, or outside the Fort Defiance Chapter and the community, or outside the Navajo Nation, or submitted to the Department of Personnel Management to be published on the weekly job vacancy listing.
- 2. Fort Defiance Chapter requests for job vacancies that are included on the weekly vacancy listing published by Department of Personnel Management are to be submitted on Job Vacancy Announcement forms complete with all required information and signatures.
- 3. The Fort Defiance Chapter may collect all responses to a vacancy published on the weekly job vacancy listing by the Department of Personnel Management from the Department and then make its decision in accordance with these personnel policies. This is only if the Fort Defiance Chapter has elected to post a vacancy through the Department of Personnel Management.
- 4. Administrative Employees of the Fort Defiance Chapter shall retain their positions after the Fort Defiance Chapter's transition to Local Governance Act certification. The Fort Defiance Chapter's Administrative Employees

shall resign as Navajo Nation employees only to **transition** into the same positions as Fort Defiance Chapter employees. The Employees shall amicably resign with the understanding that they will be reconstituted as Fort Defiance Chapter Administrative employees the following work-day. This shall not be placed within the Employee's permanent employment file as an adverse action.

The Fort Defiance Chapter may elect to advertise, interview and re-hire for these Administrative Employee positions. However, it should be understood that this is extremely inefficient and that the Fort Defiance Chapter's administrative functions will cease to be performed for the time period the Fort Defiance Chapter takes to re-hire administrative employees. The Fort Defiance Chapter may elect to do this, but it is discouraged.

D. Applications for Employment

1. Fort Defiance Chapter employment application forms may be made available at the Fort Defiance Chapter or online. The Fort Defiance Chapter shall also accept standard Navajo Nation applications for employment that are from the Department of Personnel Management, which may be downloaded from the website at www.nndpm.navajo.org. The application form solicits information from the applicant relating to education, experience, training, residence and other pertinent information. Applicants are required to sign the application which includes a statement that they are certifying to the truth and accuracy of all information provided therein.
2. Applications may be hand delivered, mailed, faxed, or delivered by other acceptable methods, but they must be received by the Fort Defiance Chapter on or before the closing date specified on the job vacancy announcement. If mailed, date stamp on mailed application must be on or before closing date.
3. Applicants shall be required to furnish, at their own expense, evidence of character, education, physical condition, or other qualifications, which are job-related as may be deemed necessary.
4. In order to receive full credit for education, certification, or licensure, transcripts, copies of degrees, certificates, and other appropriate documents must be submitted along with the employment application.
5. Any misrepresentations, falsifications, or material omissions in any of this information or any other materials used in the application process, or information offered during the interviews, may result in the exclusion of the individual from further consideration for employment for that position; or if the person has been hired, termination of employment.

E. Interview Expenses

1. An applicant interviewed for a key position may be reimbursed for interview expenses subject to the Fort Defiance Chapter's availability of funds. The Fort Defiance Chapter Manager will be responsible for designating key positions jointly with the Fort Defiance Chapter Officials.
2. A key position is a professional or highly technical position that requires specialized training, experience, licensure or certification.
3. Reimbursement of interview expenses will be limited to one trip to the interview site and actual reasonable expenses, including commercial fare, car rental, personal vehicle mileage, meals, lodging and other incidental costs.
4. Reimbursements shall not exceed the current travel expense rates established by the Navajo Nation and must be supported by receipts.

F. Referrals

1. The Fort Defiance Chapter Manager shall consider applicants in the following order of priority:
 - a. Enrolled Navajos with reemployment preference
 - b. Enrolled Navajo veterans
 - c. Other enrolled Navajo applicants
 - d. Non-Navajo spouses of enrolled Navajos
 - e. Non-Navajos

However, the applicant possessing the best qualifications to perform the duties of the position should be selected.

2. Anytime a lower priority applicant is selected over higher priority applicants, the Fort Defiance Chapter Manager shall provide written justification to the Fort Defiance Chapter Officials and Membership setting forth the reasons for the selection.

G. Reemployment Preference

1. A regular status Fort Defiance Chapter employee separated from employment due to a reduction-in-force will be eligible for reemployment preference.

2. Reemployment preference will not be granted to employees who have not attained regular status at the time of layoff.
3. Reemployment preference continues for a period of six months from the date of layoff provided the employee does not decline Fort Defiance Chapter employment when offered.

H. Selection Methods and Criteria

All selection methods and criteria shall be job related. Selection methods include any assessment or technique used as qualifying mechanisms; physical, education, work experience requirements, formal and informal interviews; and application forms.

1. Age Requirements

- a. Applicants under sixteen years of age will not be considered for regular employment unless an exception has been made by applicable law or regulation.
- b. Age is not a factor in employment except for those positions in which bona fide occupational qualifications are required.

2. Physical Qualifications

A person selected shall possess and maintain the minimum physical qualifications necessary to perform essential duties of the position. The Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, shall designate those positions for which medical examinations shall be required prior to employment. Whenever the Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials and legal counsel (private or the Department of Justice), has reason to believe that an employee's health is adversely affecting his/her job performance, the employee may be required to undergo a medical examination by a licensed physician. The results shall be used to determine continued employment.

3. Polygraph Tests

No applicant or employee shall be requested or required to take a polygraph test as a condition of employment.

4. Background Checks

The Fort Defiance Chapter Manager shall designate certain positions as sensitive, such as commissioned personnel, bus drivers, or those working with children and those involving the handling of money, inventories, or security of buildings.

Job-related background checks, which may require fingerprinting of applicants, shall be conducted prior to appointment of a person to a sensitive position. If the background check cannot be completed until after placement, the results shall be used to determine the employee's suitability for continued employment.

- a. Applicants who have been charged with a misdemeanor involving moral turpitude or a felony shall not be eligible for employment unless the charges are dismissed or they are found not guilty.
- b. Applicants who have been convicted of a misdemeanor involving moral turpitude or a felony or who enter pleas of guilty or no contest shall not be eligible to be considered for employment for a period of at least three years following completion of sentence. The number of years may be controlled by other standards if the position is funded pursuant to a grant or contract.

5. Work and Education Reference Checks

To verify information about an applicant's knowledge, skills, abilities, character, and other qualifications that will be important to successful performance in a new position, job-related inquiries may be made of current and former supervisors and other persons who can supply relevant information. Information provided by an applicant to obtain employment, which later proves false, shall be grounds for termination.

J. Offer of Employment

1. The authority to offer employment is vested in the Fort Defiance Chapter Manager, after consultation and approval by Fort Defiance Chapter Officials.
2. The offer of employment will be extended by the Fort Defiance Chapter Manager to the individual selected for the job if the selection is consistent with existing policies and criteria established for the job.
3. The Fort Defiance Chapter Manager shall also approve the proposed pay rate before an offer of employment is made to an applicant.
4. The Fort Defiance Chapter Manager shall not offer or approve employment if selection was done contrary to these Personnel Policies or Navajo Nation law.

K. Moving Expenses

Subject to the Fort Defiance Chapter's availability of funds, moving expenses, in whole or in part, may be paid by the Fort Defiance Chapter.

V. **EMPLOYMENT STATUS**

Employment status varies with the position and conditions of employment. Fort Defiance Chapter Managers, working jointly with the Fort Defiance Chapter Officials (and review/advice from private legal counsel or the Department of Justice) shall ensure that employees are properly designated.

A. **The Navajo Nation has six categories of employment status, of which the Fort Defiance Chapter has elected to adhere to five:**

1. **Regular full-time**

Employees who are hired to work the regularly established 40-hour workweek and who remain employed full-time upon completion of the introductory period.

2. **Regular part-time**

Employees who work less than the regularly scheduled 40-hour workweek but not less than 20 hours per week and who remain employed part-time upon completion of the introductory period.

3. **Seasonal**

Employees who work less than one year on a full or part-time basis due to the nature of the position and/or funding level. Seasonal employment is usually applicable to jobs that occur on an intermittent or seasonal basis.

4. **Temporary**

a. Temporary employees are those who are hired as interim replacements or to supplement the work force, or to assist in the completion of a specific project.

b. Employment of a temporary to fill a vacant regular status position is limited to a maximum of six consecutive months in a program's fiscal year.

c. Employment of a temporary in a temporary Fort Defiance Chapter account may be extended as necessary, except that if a temporary is employed continuously for one year, the program must justify maintaining the position as temporary or budget the position as regular status.

d. Employment of a temporary beyond any initially stated period does not in any way imply a change in employment status.

Temporary employees retain that status unless and until notified of a change.

- e. While temporary employees receive mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for Navajo Nation benefit programs including annual and sick leave accrual.

5. Volunteers

Persons who offer and provide unpaid assistance or services to the Navajo Nation for a specified time period. Supervisors must arrange for appropriate coverage under workers' compensation.

B. Introductory Period

The Introductory Period is intended to give employees the opportunity to demonstrate the capability to perform assigned job duties at a satisfactory level of performance and to determine whether the position meets their expectations. The Fort Defiance Chapter uses this period to evaluate employee capabilities, work habits, and overall performance. The Table of Penalties (Section XIII below) does not apply during the introductory period.

- 1. Immediate supervisors will provide performance standards for successful completion of the introductory period.
- 2. These policies do not apply to temporary employees.
- 3. The three types of introductory periods are:

- a. 90-day Introductory Period

All new employees, hired in a regular or seasonal position will work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period shall begin on the first day of employment and end at the end of the work day on the 90th calendar day. For those employees who work on a Monday through Friday tour of duty and the 90th day falls on a Saturday, Sunday or holiday, the 90th day will carry over to the next working business day. A regular status employee will be subject to only one new employee introductory period during any continuous term of employment.

- b. Supervisory Introductory Period

A Fort Defiance Chapter employee promoted or transferred to a higher level supervisory position, will be subject to a supervisory introductory period of 90 calendar days. An employee promoted or transferred to a supervisory position continues to utilize leave benefits during the supervisory introductory period.

4. Periods of temporary employment cannot be used to satisfy the introductory period requirement. Leave benefits accumulate but cannot be used during the 90-day introductory period.
5. During the introductory period, new employees are eligible for those benefits required by law, such as workers' compensation and Social Security. After obtaining regular status, employees may also be eligible for other Fort Defiance Chapter and Navajo Nation provided benefits, subject to the terms and conditions of each benefits program.
6. Unsatisfactory Performance or Conduct
 - a. If, during the 90-day introductory period, the employee's performance or conduct is found to be unsatisfactory, the immediate supervisor may terminate the employee for just cause, provided that the employee is given contemporaneous written notification citing the reason(s) for the termination.
 - b. An employee terminated during any introductory period has no rights to grievance.
 - c. Termination of new employees within the introductory period voids accrued annual and sick leave. Supervisory and transferred employees will receive payment for all accrued annual leave.
7. Failure to Complete Supervisory Introductory Period
 - a. Employees failing to successfully complete their supervisory introductory period will be returned to their previous position, if it is available, at their prior rate of pay. If the previous position is not available, they will be considered for a comparable position. If a comparable position is not available, they will be laid off and placed on preferential status for reemployment.
 - b. Employees failing to satisfactorily complete a supervisory introductory period will not be considered for another supervisory position for a period of 12 months. During the supervisory introductory period, an employee has no rights to grievance.
8. If any introductory period is interrupted by an employee's extended absence due to medical reasons, the introductory period may be extended the number of calendar days the employee was absent.
9. Conversion to Regular Status
 - a. When an employee satisfactorily completes an introductory period, the immediate supervisor is required to submit a performance appraisal for him/her to the Fort Defiance Chapter (either Fort

Defiance Chapter Manager or the Fort Defiance Chapter's file with notice to the Fort Defiance Chapter Officials) along with the personnel action form. This will convert the employee's introductory status to regular status.

- b. If the immediate supervisor fails to notify, in writing, the employee and the Fort Defiance Chapter Manager or Fort Defiance Chapter Officials of the conversion status at the end of any introductory period, the Fort Defiance Chapter Officials are authorized to initiate action to convert the employee to regular status.

10. **Reemployment after Break in Service**

Former employees rehired after any break in service, are considered new employees and will be subject to another introductory period regardless of a previous completion. The exceptions are those reemployed after a layoff. They are eligible for reinstatement for a period of six months after layoff.

C. **New Employee Orientation**

1. New employees are required to attend an employee orientation within 90 calendar days of employment date. All supervisors shall allow new employees to attend the orientation as scheduled.
2. The new employee orientation shall include an overview of general Fort Defiance Chapter operating policies and procedures, employee benefits, and an overview of the Fort Defiance Chapter and Navajo Nation organizational structures, and reporting relationships.
3. All employees are required to read and affirm in writing that they are familiar with this Personnel Policies Manual.
4. Supervisors are required to provide an employee orientation to newly hired and transferred employees. This orientation shall include program specific topics, such as Fort Defiance Chapter goals and objectives, office and workstation regulations, and job and performance expectations.

D. **Basic Workweek**

The basic workweek is seven days - Saturday through Friday. Standard hours of work for all employees are 40 hours per week.

E. **Basic Tour of Duty**

The basic tour of duty is from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday.

1. Breaks

Employees are entitled to a midmorning and a mid-afternoon break, each break time not to exceed 15 minutes. Employees cannot accumulate break time.

2. Standby Duty

Certain work operations require that employees be placed on standby and available for duty. If called, employees required to remain on duty during emergency situations for extended periods will receive rest and meal periods.

3. Time Records

Time records will be maintained for each employee to accumulate and report the following: hours worked, hours absent, hours on approved leave, type of approved leave, and hours of unauthorized absence. Time records must be submitted for payroll purposes.

F. Alternative Work Schedules

1. Exceptions to the basic tour of duty may be approved by the Fort Defiance Chapter Manager upon written request from administrative employees. .
2. Alternative work schedules are generally dependent upon the specific working conditions and needs of the Fort Defiance Chapter.
3. The Fort Defiance Chapter Manager will be responsible for developing and issuing procedures on the types of alternative work schedules available (E.g. flextime, compressed workweek, shift work, job sharing, and telecommuting).

VI. CLASSIFICATION OF POSITIONS

A. Policy

It is the policy of the Fort Defiance Chapter to establish and maintain a classification plan which groups jobs based upon similar duties, responsibilities, and qualification requirements.

B. Position Classification Plan

1. Purpose

To establish and classify positions by assigning official class titles, providing descriptions of duties and responsibilities, determining

qualification requirements and setting pay rates based on duties and responsibilities.

2. Modifications

The Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, will modify the position classification plan through establishing new classes, revising or abolishing existing classes, setting new entry level rates, and other related criteria, as necessary.

3. Coverage and Exclusions

All positions, regardless of the source of funding, are covered by the classification plan.

C. Classification of New Positions

1. A position must be officially classified before the Fort Defiance Chapter Manager can take any personnel action with respect to employment, transfer, promotion, demotion or salary.
2. The Fort Defiance Chapter Manager, in consultation with the Fort Defiance Chapter Officials, shall be responsible for evaluating and classifying each position to the appropriate class. Consideration will be given to the general duties, tasks, responsibilities, and qualification requirements.
3. The approved class title, as designated by Department of Personnel Management should be used for all official records.
4. The Fort Defiance Chapter Manager and Administrative Assistant shall be responsible for maintaining the official class specifications and will provide each the Fort Defiance Chapter a set of the relevant class specifications.

VII. SALARY AND WAGE ADMINISTRATION

A. Policy

It is the policy of the Fort Defiance Chapter to pay wages and salaries that are commensurate with the type of work, the level of responsibility and the qualifications required for each job and that are comparable subject to budgetary constraints, to rates being paid for similar work within the Navajo Nation and in other comparable organizations, and to provide for salary adjustments for Fort Defiance Chapter employees that are equitable and competitive.

B. Applicability

These policies apply to all positions and employees, regardless of the funding source, except employees whose rates of pay are specifically set by legislation.

C. Salary and Wage Limits

1. Each position in the Fort Defiance Chapter is evaluated using a classification system that is determined by the Fort Defiance Chapter Manager and is assigned a pay grade that establishes the value of the position in relation to other positions within the Fort Defiance Chapter.
2. The Official Salary Schedule, which is produced by the Fort Defiance Chapter Manager, shall provide a pay grade for all classes. Each class title shall be assigned a pay grade in the approved salary schedule. For every pay grade, there shall be a "salary range" progressing from minimum to a maximum.
3. The last step of the pay grade assigned to a position provides the maximum limit an employee will be paid for that job.

D. Salary and Wage Administration

1. Each position shall be reviewed by the Fort Defiance Chapter Manager, classified, and assigned to a grade within the pay structure that reflects an equitable value relative to other classifications.
2. The Fort Defiance Chapter Manager will annually establish an appropriate pay structure consistent with other pay structures to ensure internal equity based on the current market average. All pay is subject to availability of Fort Defiance Chapter funds.
3. Certain occupations may command Special Pay Ranges (premium pay) based on prevailing market pay levels. The Fort Defiance Chapter Manager is responsible for evaluating eligibility and determining the adjusted ranges.
 - a. The special ranges shall be effective for one fiscal year.
 - b. Continued eligibility for the special rate shall depend on an annual evaluation of market pay levels.
 - c. If the special pay range is lower than the standard range, and range reduction results in an employee being above the maximum step, that employee's pay will be frozen until such time that it falls within the established range.
4. The Fort Defiance Chapter Manager will adjust the pay rates of employees at certain worksites to reflect the cost of labor difference using appropriate locality pay data.

5. The Fort Defiance Chapter Manager may consider additional factors such as remoteness of worksite and hard to fill positions in determining and adjusting pay.

E. Appointment Rate

The Fort Defiance Chapter Manager is responsible for reviewing appointment rates based on the qualifications of the applicant compared to the established minimum qualifications for the position.

1. New employees will generally be assigned to Step "A" of the pay grade (or the equivalent) to which the position is assigned. No employee will be paid below Step "A".
2. Applicants with qualifications greater than those required at entry level may be hired at a rate not to exceed the midpoint of the pay range assigned.

F. Special Recruitment Rates

When all recruitment and selection procedures have been followed and an applicant cannot be recruited, a special rate may be authorized by the Fort Defiance Chapter Manager in consultation with the Fort Defiance Chapter Officials. Special rates are subject to availability of Fort Defiance Chapter funds.

G. Pay Adjustments

Pay adjustments resulting from a promotion, transfer or reclassification of a position are effective the pay period following the date of approval by the Fort Defiance Chapter Manager and shall not be retroactive.

1. Transfer

If an employee is transferred from one position to another in the same grade (lateral) no pay adjustment will occur. If transferred to a position in a higher grade, see G.3 below. If transferred to a position in a lower grade, see G.4 below.

2. Reclassification

- a. If an employee's position is reclassified which results in the assignment of a higher pay grade, the employee's pay will be adjusted as outlined in G.3 below. If the reclassification results in the assignment of a lower pay grade, the employee's pay will be adjusted as outlined in G.4 below; or if the grade assignment remains the same, then no pay adjustment will occur.

- b. The eligibility date for the next step increase will be adjusted pursuant to G.6 below whenever a pay increase occurs.

3. Promotion

An employee is promoted when he/she is moved from one position to another that is in a higher grade. Pay adjustments can be made as follows:

- a. an employee meeting the minimum qualifications for the new position will be paid at Step "A" of the assigned pay grade.
- b. notwithstanding G.1 above, based on an employee's qualifications, an increase of up to two steps may be granted and shall not exceed the maximum of the pay range assigned. The employee's eligibility date for the next step increase will be adjusted pursuant to G.6 below.

4. Demotion

An employee is demoted when he/she is moved from one position to another in a lower grade. His/her rate of pay shall be reduced to the same step in the lower pay grade or the entry level rate of the lower pay grade. The salary adjustment shall not be to a rate below Step "A".

5. Step Increases

A regular status (full-time and part-time) employee whose performance is rated as "Significantly Exceeds Standards" or "Outstanding" will receive a step increase pursuant to the following:

- a. An employee must have been in his/her current position for at least six months during the current rating period.
- b. The step increase will be effective one year from the date of the last step increase or on the employee's anniversary date, if the employee is at Steps "A", "B", "C", "D", or "E", two years from the date of the last step increase or on the employee's anniversary date, if the employee is at Steps "F", "G", "H", or "I", or three years at Steps "J" and "K". If the employee is at Step "L", no step increase will occur.

6. Acting Status Assignment

- a. An employee on acting status assignment must be compensated at the first step of the assigned grade for the duration of the assignment if he/she meets the requirements of the position.

- b. If an employee's current salary equals or exceeds entry level for the acting status position, the employee may receive a one step increase for the duration of the assignment.

H. Holiday Pay

1. Any employee who is required to work on a holiday and does work shall be paid at twice his/her regular rate of pay for hours worked.
2. Holiday pay will cover only those hours worked in one day.
3. Early release of employees is not counted as a holiday when calculating holiday pay.

I. Merit Pay Bonus

Merit pay bonus payments are lump sum payments, excluding applicable taxes and deductions, awarded to employees for performance.

1. Cash awards may be given to eligible employees based on their overall performance during the applicable rating period.

a. Eligibility for Merit Pay

- 1) An employee must be regular status (full-time and part-time) with at least one year of continuous service with the Fort Defiance Chapter and six months in his/her current position.
 - 2) An employee must be recommended for merit pay by the immediate supervisor and approved by the Fort Defiance Chapter Manager.
 - 3) An employee must have an overall performance rating of "Significantly Exceeds Standards" or "Outstanding".
 - 4) An employee is deemed ineligible for merit pay if he/she terminates employment prior to the Fort Defiance Chapter Manager's approval.
 - 5) An employee must not have received a step increase or bonus for the same rating period.
2. Merit bonus payments will be processed in accordance with these procedures.

J. Shift Differential

Shift differential may be paid provided funds are available and a request is approved by the Fort Defiance Chapter Manager. Shift differential will be consistent with local industry practices.

K. Pay Advances

1. An employee may request a pay advance in the following situations:
 - a. When an employee is required to travel on official business. Travel must be in accordance with existing travel policies.
 - b. Serious illness or death in the immediate family. See procedures for requesting "emergency" pay advances for serious illness or death in the immediate family issued by the Office of the Controller.
2. All pay advances will be deducted in accordance with current payroll processing.

VIII. OVERTIME

A. Policy

It is the policy of the Fort Defiance Chapter to authorize overtime when necessary to meet essential operating needs of the Fort Defiance Chapter subject to existing funding and contract requirements.

B. Exempt/Non-exempt Classification

All positions will be classified as either exempt or non-exempt to determine eligibility for overtime compensation.

1. Exempt: managerial, professional, and administrative positions. Employees assigned to exempt positions are not eligible for overtime compensation.
2. Non-exempt: nonsupervisory or office staff positions. Employees assigned to non-exempt positions are eligible for overtime compensation.

C. Authority to Approve Overtime

The Fort Defiance Chapter Manager may authorize overtime consistent with these policies. However, prior to working overtime, non-exempt employees must agree to the type of compensation preferred, cash payment, compensatory time off, or a combination of the two.

D. Employee Notification

The Fort Defiance Chapter Manager shall notify the employee in advance that overtime is necessary and the employee is expected to work. In assigning overtime, the Fort Defiance Chapter Manager will take into account employee preference for overtime assignments. To the extent feasible, overtime shall be distributed equally among full-time employees of the same classification.

E. Compensation for Overtime Work

1. Cash Payment – Whenever an employee is approved to work overtime, payment for the overtime must be processed within the next pay period ending.
 - a. Non-exempt employees shall be paid for overtime at the rate of one and one-half times their regular rate for hours worked which exceed forty hours of actual work in a workweek. Exception: Employees engaged in public safety activities will be paid the overtime rate for hours worked which exceed eighty hours of actual work in a pay period.
 - b. Non-exempt employees shall be paid at their regular rate of pay when the actual hours worked is equal to or less than 40 hours in a workweek. Employees engaged in public safety activities shall be paid at their regular rate when the actual hours worked is equal to or less than 80 hours in a pay period.
 - c. A non-exempt employee shall be paid for any accrued and authorized overtime, including accrued compensatory time, upon transfer, change in funding source, or termination.

2. Compensatory Time Off

In lieu of cash payment, an employee may be eligible to earn compensatory time subject to the following:

- a. For non-exempt employees, compensatory time shall be calculated in the same manner as cash payment in E, above.
- b. Compensatory time off shall be arranged by the employee and the Fort Defiance Chapter Manager. The Fort Defiance Chapter Manager shall properly account for Compensatory time earned and taken by employees.
- c. For non-exempt employees, compensatory time off must be taken within 90 days of the time it was earned, otherwise the Fort Defiance Chapter is required to compensate employees in cash payment.

- d. An employee may not accrue more than 120 hours of compensatory time, unless the employee is engaged in essential public safety activities or emergency response activities. These employees may accrue up to 240 hours of compensatory time. Any overtime hours worked in excess of these limits must be compensated in cash payment until the number of accrued hours of compensatory time falls below the limit.

F. Reporting of Overtime

All authorized and earned overtime and compensatory time must be recorded on the official time sheet. Only hours reported on the time sheet will be accepted and approved for cash payment or compensatory time off.

IX. EMPLOYEE BENEFITS

- A. The Fort Defiance Chapter offers several benefit programs for employees. Eligibility may be based on length of service, employment status or salary. Specific descriptions of the benefits shall be made available at the Fort Defiance Chapter by the Fort Defiance Chapter Manager.

B. Paid Holidays

1. The following days shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Navajo Nation Sovereignty Day	Fourth Monday in April
Memorial Day	Last Monday in May
Navajo Nation Memorial Day	June 1
Independence Day	July 4
Navajo Code Talker Day	August 14, 2010
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day

Fourth Thursday in
November

Navajo Nation Family Day

Friday following
Thanksgiving Day

Christmas Day

December 25

Additional holidays include any day designated as a holiday by federal statute, Executive Order of the President of the United States, or action of the Navajo Nation Council, the President of the Navajo Nation, or the Speaker, Navajo Nation Council.

2. All employees except temporary employees are eligible for paid holidays.
3. Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.
4. If a holiday occurs when an eligible employee is on approved leave, the absence will not be charged against his/her accrued leave.
5. An eligible employee who is on a scheduled day off when a holiday is observed will be paid at his/her regular rate of pay.
6. An eligible employee required to work on a designated holiday who does not report to work and is not excused will forfeit the holiday pay.
7. Any employee who is required to work on a holiday and does work shall be paid at twice his/her regular rate of pay. (See Section VII. F). Employees working on a holiday will not be given equivalent time off before or after the holiday.

C. Leaves of Absence

Employee benefits include leaves of absence. See Section X for discussion on the types of leave.

D. Staff Development and Training

Employees are encouraged to participate in job related training to enhance job performance, develop and strengthen skills, and to keep current on specific developments and trends. The Fort Defiance Chapter Manager in conjunction with the Fort Defiance Chapter President and Vice-President are responsible for monitoring and administering training activities.

X. LEAVE ADMINISTRATION

A. General Leave Policies

1. Use of Leave

Employees will earn annual and sick leave, however, when and how these leave benefits are used is subject to supervisory approval. Employees should keep in mind that the use of leave is granted as a privilege rather than a right. It should also be clearly understood that leave is granted to employees at such times as they can be conveniently spared from work. Use of leave may be subject to verification and improper use of leave may be denied. Leave may be denied due to the requirements of the workload, except as provided herein.

2. Application for Leave

Except in emergency circumstances or as provided below, application for leave of any kind or duration must be initiated by the employee in writing and presented to the Fort Defiance Chapter Manager for approval prior to taking leave. If the Manager is not available, employee shall submit her/his request for leave on the day they return to work. If an employee is incapacitated, the Fort Defiance Chapter Manager may place the employee on appropriate leave.

3. Leave Year

The leave year shall consist of 26 pay periods and shall begin with the first complete pay period in any given calendar year and end with the 26th pay period.

4. Years of Service for Leave Benefits

Years of service shall include all periods of continuous employment with the Navajo Nation government and Fort Defiance Chapter government. Years of service shall not include employment with entities, enterprises, or Fort Defiance Chapters of the Navajo Nation. In addition, service prior to a break in service will not be included unless the break in service was the result of a reduction in force and the employee was reinstated within six months of the lay off.

- 5. All leave benefits, such as accrued annual leave and other paid leave time, shall be subject to the availability of Fort Defiance Chapter funds.**

B. Paid Leave

1. Annual Leave

Annual leave is authorized absence for rest, recreation or other purposes when approved by the supervisor.

a. Eligibility

- 1) Regular status employees are eligible to accrue annual leave hours.
- 2) Temporary employees are not eligible.
- 3) Employees on any type of leave without pay are not eligible.

b. Limitations

- 1) Employees serving a new employee introductory period can accrue annual leave but cannot use accrued annual leave until after they have been converted to regular status.
- 2) Termination within the new employee period voids all accrued annual leave hours.

c. Accrual Rate

- 1) Eligible employees will accrue annual leave at the following rates:

	Nonexempt Employees	Exempt Employees
<u>Yrs of Service</u>	<u>Per Pay Period</u>	<u>Per Pay Period</u>
Less than 3 years	4 hours	6 hours
3 years to 12 years	6 hours 8 Hours	8 hours 10 Hours
More than 12 years	8 Hours	10 Hours

- 2) Eligible regular part-time and seasonal part-time employees accrue annual leave on a pro rata basis.

d. Extension of Sick Leave

Annual leave may be approved as an extension of sick leave upon exhaustion of accrued sick leave.

e. Carryover

At the end of each leave year, all hours in excess of 320 hours shall be forfeited. Forfeited hours shall not be paid.

f. Change of Employment Status

- 1) An employee transferred to a position in which annual leave does not accrue will be paid for all accrued annual leave hours earned in his/her prior position.
- 2) An employee who transfers to another regular status position shall have all accrued annual leave hours transferred.

g. Liquidation of Annual Leave

Upon separation from employment, an employee shall be paid for all accrued annual leave hours. Payment will be included in the final paycheck subject to deductions for any indebtedness owed to the Fort Defiance Chapter. This is subject to availability of Fort Defiance Chapter funds.

2. Sick Leave

Sick leave is authorized time off from work granted an eligible employee due to: his/her own illness, injury, or disability or that of a spouse, children, or parents. This includes but is not limited to incapacitating, contagious, or chronic illness, disability caused by pregnancy, childbirth or related medical circumstances, illness or injury that requires examination, treatment or visits to a licensed practitioner, medicine man or health-related counselor. Employees referred by EAP for treatment, counseling or to other resources may also be eligible for sick leave.

a. Eligibility

- 1) Regular status employees are eligible to accrue sick leave hours.
- 2) Temporary employees are not eligible.
- 3) Employees on any type of leave without pay are not eligible.

b. Limitations

- 1) Employees serving a new employee introductory period can accrue sick leave but cannot use accrued sick leave until after they have been converted to regular status.

- 2) Illness or other medical conditions which exhaust an employee's sick leave may require that annual leave and leave without pay be used.

c. Accrual Rate

Eligible employees will accrue sick leave from the date of employment at the following rates:

<u>Employee Status</u>	<u>Accrual Rate Per Pay Period</u>
Regular/Seasonal Full-Time	4 Hours
Regular/Seasonal Part-Time	2 Hours

d. Physician's Statement

An employee is required to submit written proof of illness or disability from a physician for absences of three or more consecutive work days. If an employee's sick leave record warrants, a statement may be required for less than three days.

e. Traditional Healing Ceremonies

An employee must request and obtain prior approval for the absence. The employee may be required to submit a written statement from the medicine man performing the ceremony if the employee's absence due to traditional healing ceremonies warrants verification or if the ceremony is three or more consecutive work days.

f. Carryover

Eligible employees may carry over an unlimited number of unused sick leave hours from leave year to leave year. However, no employee shall be paid for unused sick leave hours upon termination.

g. Change in Employment Status

- 1) An employee who transfers to a position in which sick leave does not accrue shall forfeit all sick leave hours.
- 2) An employee who transfers to another regular status position shall have all accrued sick leave hours transferred.

h. Reinstatement of Sick Leave

Sick leave hours shall only be restored when a former employee with reemployment preference is rehired within six months of separation from employment.

i. Forfeiture of Sick Leave

Termination within the new employee introductory period voids all accrued sick leave hours. Forfeited sick leave may not be restored.

3. Administrative Leave

Administrative leave is leave with pay and may be granted by the Fort Defiance Chapter Manager in the following situations:

a. Early release

1) Early release of employees due to: extreme weather conditions, or any other reason determined by the Fort Defiance Chapter President or his or her designee to be appropriate. Advance notice of early release shall be in writing and signed by the relevant authority or their designee.

2) Early release shall not apply to employees on leave, travel or whose tour of duty does not cover the period of the early release.

b. Temporary closure of employee work sites or facilities due to environmental health hazards or other safety or health reasons. Administrative leave shall not be granted when affected employees can reasonably be assigned to alternative work sites.

c. Investigations

The Fort Defiance Chapter Manager--or when the Fort Defiance Chapter Manager is the subject of the investigation or when otherwise appropriate, the elected Fort Defiance Chapter officials--may place an employee on administrative leave to investigate alleged misconduct sufficiently serious to bar an employee from the premises to protect persons or Fort Defiance Chapter resources. Such leave may not exceed 20 total consecutive working days.

1) Immediate written notice shall be given to the employee of the leave, its purpose and duration, and specific reasons therefore. The employee shall be required to leave the premises immediately.

- 2) Upon conclusion of the investigation or the end of the administrative leave, whichever occurs first, if no disciplinary action is taken, the employee shall be allowed to return to work. However, this does not prevent disciplinary action after an employee returns to work.
- 3) When disciplinary action is deemed necessary, it shall be taken in conformance with the appropriate provisions of Sections XIII and XV herein.

d. Witness Summons

- 1) An employee summoned or subpoenaed by any party or tribunal, including the grievance hearing officer, to be a witness in an official capacity, shall not be required to take leave since the employee will be representing the Fort Defiance Chapter. However, the employee must immediately inform the Fort Defiance Chapter Manager of the proposed absence.
- 2) If an employee is summoned to be a witness as a private citizen, or as a witness for the aggrieved party in a grievance hearing, the employee will be authorized annual leave. If annual leave is exhausted, leave without pay will be used.

e. Jury Duty

Employees are required to notify their supervisor promptly upon receipt of a jury summons and subsequent notice to serve as a juror. Employees summoned for jury duty, including military jury duty, will receive their regular rate of pay for normal work hours, provided the employee submits evidence of the summons and selection notice. Employees will be allowed to retain any reimbursements for transportation, lodging, meals etc. paid by the respective court jurisdiction.

f. Time Off for Voting

- 1) Registered voters may receive authorization for up to two hours paid absence from work to vote in a Navajo Nation, local, state or federal election. The length of absence will be granted at the discretion of the Fort Defiance Chapter Manager.
- 2) Employees required to vote at a poll remote from their workstations may request an extension of the two-hour limit. The extension, if granted, will be charged to the

employee's annual leave. This extension includes travel time to the poll but may not exceed eight hours.

g. Professional Licensure and Certification

- 1) An employee may be authorized administrative leave to obtain appropriate job related professional licensure or certification or to satisfy continuing education requirements to retain such licensure or certification.
- 2) An employee will be given two opportunities to obtain the same licensure or certification. Thereafter, he/she will be required to take annual leave or leave without pay to obtain that same licensure or certification.
- 3) Any special conditions regarding the length of leave, payment of expenses, reimbursement, grades, employment status, service to the Navajo Nation, etc. will be arranged between the Fort Defiance Chapter Manager and the employee.

C. Unpaid Leave

1. Approved Leave Without Pay

Leave without pay not to exceed 15 working days may be granted by the Fort Defiance Chapter Manager. Except for family and medical leave, annual or sick leave, if applicable, must be exhausted before entering approved leave without pay status. Consideration shall be given to the merits and circumstances together with the Fort Defiance Chapter operations.

2. Unauthorized Absence

When an employee is absent without authorization, the employee will be charged with absence without approved leave and may be subject to disciplinary action. If the absence is later approved, the charge to absence without approved leave may be changed to the appropriate leave.

3. Disciplinary Actions

An employee placed on suspension is considered to be on leave without pay status. Annual and sick leave do not have to be exhausted.

4. Educational Leave

Educational leave may be granted when an employee enrolls as a full-time student in an accredited educational institution.

- a. The purpose of educational leave is to enhance an employee's job performance and therefore must be job related. All requests shall be approved by the Fort Defiance Chapter Manager.
- b. Educational leave shall be without pay unless the Fort Defiance Chapter Manager and employee agree that annual leave may be used.
- c. Regular full-time employees are eligible for educational leave up to one semester (or equivalent) per academic year provided they have three years of continuous employment with the Fort Defiance Chapter.
- d. An employee on approved educational leave shall maintain regular full-time status.
- e. Upon completion of educational leave, an employee shall return to his/her position.

D. Family and Medical Leave

Family and medical leave of absence is approved unpaid leave available to eligible employees for up to six months per year under particular circumstances that are critical to the life of a family.

- 1. Family and medical leave may be taken only in the following situations:
 - a. upon the birth of the employee's child;
 - b. upon the placement of a child with the employee for adoption or foster care;
 - c. when the employee is needed to care for his/her child, spouse, or parent who has a serious health condition; or
 - d. when the employee is unable to perform the functions of his/her position because of a serious health condition.
- 2. Limitations
 - a. The first three months of leave are nondiscretionary; if the leave is requested consistent with these policies, the Fort Defiance Chapter Manager must approve the leave.
 - b. The second three month period is discretionary. The Fort Defiance Chapter Manager has the authority to approve/disapprove the

leave. Reason(s) for the additional leave requested must meet the criteria herein and be based on 1 a-d above.

3. Eligibility

Regular status employees who have been employed for one year are eligible for family and medical leave. The Fort Defiance Chapter Manager may approve family and medical leave in extraordinary situations.

4. Basic Regulations and Conditions

- a. Employees are required to submit medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent.
- b. Spouses who are both employed by the Fort Defiance Chapter may take a total of six months of leave (rather than six months each) for the birth or adoption of a child or the care of a sick parent, subject to the limitations in D.2 above.
- d. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice as far in advance as practicable, and make efforts to schedule leave so as not to disrupt Fort Defiance Chapter operations.
- e. In cases of illness, the employee will be required to report periodically to the immediate supervisor on his/her leave status and intention to return to work. A medical certification is required to resume work.
- f. Upon return from family and medical leave, an employee shall return to the same position.
- g. During the employee's absence, his/her position may be filled on a temporary basis.
- g. An employee's failure to return to work after the duration of approved family and medical leave and any other authorized leave shall be deemed a resignation.

5. Status of Employee Benefits During Leave of Absence

- a. Any employee who is granted an approved leave of absence under this policy shall provide for the retention of group insurance coverage by arranging to pay his/her premium contributions during the period of unpaid absence.

- b. An employee will not lose service credit with the Navajo Nation/Fort Defiance Chapter as a result of the family and medical leave, but he/she will not accrue annual or sick leave and is not eligible for paid holidays.

E. Furlough

Furlough is the placement of a Seasonal employee into temporary non-duty non-pay (leave without pay) status due to lack of work, closure of facilities for a specific period of time, or closure due to circumstances beyond the control of the program.

1. Seasonal employees may be eligible for furlough status upon verification of continued funding for the next season or intermittent employment.
2. Employees will be provided written notice from the Fort Defiance Chapter Manager of the furlough 15 calendar days prior to the beginning of the furlough period. The notice will include the effective date of the furlough, the date to return to duty (if known at that time) and pay status.
3. Each employee shall be provided a record of his/her accrued annual and sick leave hours before going on furlough status. This accrued leave will be maintained until the employee returns to active duty and pay status or is separated from employment.
4. To retain his/her regular status, a Seasonal employee on furlough may only obtain temporary employment with the Navajo Nation during the furlough period. If the employee does not wish to return to the Fort Defiance Chapter placing him/her on furlough, a resignation must be submitted and processed to clear the employee to obtain other employment.
5. Employees provided written notification to return to work and who fail to report by the established return to duty and pay status date, may be subject to termination.
6. Insurance premiums must be paid for the furlough period. Upon notification of furlough, the Fort Defiance Chapter and affected employees can make arrangements for payment of premiums with the Fort Defiance Chapter Manager.
7. These policies do not apply to other categories of employees.
8. The period of furlough cannot exceed nine months from the date of furlough.

XI. EMPLOYEE PERFORMANCE APPRAISAL

A. Policy

The policy of the Fort Defiance Chapter is to encourage and promote optimal employee performance using Fort Defiance Chapter objectives. Every employee must receive a performance appraisal at least once a year.

B. Purpose

The purpose of the Employee Appraisal is to evaluate past job performance and set standards for future performance.

C. Duties and Responsibilities

1. Supervisors shall be responsible for evaluating past performance.
2. At the beginning of each review period, supervisors will be responsible for establishing specific objectives and performance standards consistent with Fort Defiance Chapter objectives and current job descriptions.
3. Fort Defiance Chapter Manager shall monitor the completion of employee performance appraisals.
4. Supervisors are responsible for ensuring that performance appraisals are submitted for all employees by the established deadline date. Failure to submit appraisals by established deadline date will result in disapproval of step increase and/or disciplinary action.

D. Unsatisfactory Performance

An employee whose job performance is unsatisfactory is subject to disciplinary action as set forth in the Table of Penalties.

E. Merit Pay

Performance evaluations serve as the basis for awarding merit pay. Merit pay provisions are set forth at Section VII. G. 1-2 herein.

XII. CHANGES IN ASSIGNMENT

A. Policy

The Fort Defiance Chapter may, at its discretion, initiate or approve changes in assignment of employees from one position to another.

B. Transfers

All transfer decisions will be made in accordance with applicable laws and Navajo Nation policies, procedures, rules, and regulations. To the extent possible, Fort Defiance Chapter Managers will make transfers that are voluntary. The Fort Defiance Chapter Manager, upon written request by a regular status employee may transfer the employee to a position in the same pay grade. The Fort Defiance Chapter Manager may transfer a regular status employee to a position in the same pay grade without a request by the employee.

1. Qualifications

An employee shall possess the knowledge, skills, and abilities required for the position as identified in the class specification for the position to which transferred.

2. An employee shall not be transferred during an introductory period.

3. These policies do not apply to Temporary employees.

C. Promotions

1. Job vacancies may be filled by promotion when practicable and in the best interest of the Fort Defiance Chapter.

2. It is the employee's responsibility to pursue promotion by:

a. attaining the necessary skills, training, education, and professional certification; and

b. submitting a letter of interest to the supervisor of that position.

3. The supervisor is responsible for submitting a written justification for promotion to the Fort Defiance Chapter Manager (or if the Fort Defiance Chapter Manager, the elected officials).

4. The Fort Defiance Chapter Manager or elected officials, upon determination that the employee meets the requirements of the position, will approve the promotion and the salary.

5. Promotions do not become effective until final approval is obtained.

6. These policies do not apply to Temporary employees.

D. Demotions

1. Involuntary - An employee may be demoted for cause or as a result of disciplinary action based on work performance pursuant to Section XIII.B

herein. Notwithstanding Section XIV.A involuntary demotions are grievable actions.

2. Voluntary Grade Decrease – An employee may request a change in assignment to a position with a lower pay grade. The employee shall possess the knowledge, skills, and abilities required of the new position. An employee is not eligible to grieve or appeal an approved voluntary demotion.
3. Demotions are permanent personnel actions unless stated otherwise.
4. These policies do not apply to Temporary employees.

E. Acting Status Assignment

An acting status assignment usually involves assigning a regular status employee to a supervisory position during the extended absence of an incumbent or a position vacancy. An acting status assignment shall not be less than 15 calendar days and shall not exceed 120 calendar days.

1. An acting status assignment must be voluntary. The employee must meet the requirements of the position to which he/she is being assigned.
2. The request for acting status assignment must be in writing and submitted to the Fort Defiance Chapter Manager for approval. The request shall include the following:
 - a. the nature, time period, and expected results of the assignment;
 - b. assigned duties and responsibilities;
 - c. reporting relationships, signatures of the appropriate supervisors and the employee;
 - d. the appropriate salary adjustment for the period of assignment; and
 - e. an updated application and resume of the employee being considered for the acting status assignment.
3. The Fort Defiance Chapter Manager upon determination that the employee meets the requirements of the position will approve the assignment and the effective date.
4. An employee who completes an acting status assignment will return to his/her previous position and resume regular duties at the previous grade/step.

5. Additional compensation for acting status assignments is covered under Section VII (E) herein.
6. These policies do not apply to Temporary employees.

F. Change in Worksite

1. A change in worksite is strictly limited to moving an employee from one location to another within the Fort Defiance Chapter. There shall be no changes to the employment status, title, or salary.
2. A change in worksite may be voluntary or initiated by the supervisor to ensure effective and efficient operations.
3. A change in worksite shall not be used for disciplinary reasons.
4. A change in worksite may be temporary or permanent.
5. A request for change in worksite of an employee must be submitted to the Fort Defiance Chapter Manager outlining the following:
 - a. the reason(s) for the change in worksite, the time period, and expected results of the assignment; and
 - b. reporting relationships; and
 - c. signatures of the supervisor.
6. These policies do not apply to Temporary employees.

XIII. DISCIPLINE OF EMPLOYEES

A. Policy

The policy of the Fort Defiance Chapter is to establish and maintain standards of employee conduct and supervisory practices that will support and promote effective operations. Such practices include the administration of consistent and constructive employee discipline.

B. Guide for Disciplinary Action

Supervisors at all levels are expected to assume responsibility for reporting and initiating proper action regarding employee misconduct, unsatisfactory work performance, or violation of personnel policies or regulations.

1. Employees, including supervisors, whose job performance or conduct are unsatisfactory, or who violate the law, Nation policies, practices, rules, or

regulations are subject to disciplinary action consistent with the Table of Penalties.

2. Supervisors should refer to the Table of Penalties or the Department of Justice (or private legal counsel if retained) for assistance in initiating disciplinary action.

C. Authority to Administer Disciplinary Action

1. The Fort Defiance Chapter Manager shall have the authority and responsibility to administer appropriate disciplinary action for violations of law, Nation policies, practices, rules, and regulations.

D. Documentation

1. All disciplinary actions shall be documented in writing by the supervisor or Fort Defiance Chapter Manager. A copy of this documentation shall be turned over to the Fort Defiance Chapter's legal counsel or the Department of Justice after adverse action has been taken.
2. Documentation of disciplinary actions will become part of the employee's personnel record subject to G.2 below.

E. Notice

Notice of disciplinary actions should be hand delivered whenever practicable or sent by certified mail. Notice by certified mail shall be effective upon delivery of notice by the U.S. Postal Service.

F. Contents of Disciplinary Notice

The disciplinary notice shall be in writing, directed to the employee, and shall contain:

1. an appropriate identification of the party, including position title ; and
2. the date(s) on which the violation(s) occurred, or where such acts are of a continuing nature and are the basis for the disciplinary action, the period of time when the acts occurred; and
3. a reference to the Table of Penalties regarding the offense(s) committed and the penalty imposed; and
4. a clear and concise statement of the facts constituting the alleged violation(s); and
5. an explanation of the employee's right to appeal the disciplinary action pursuant to Section XIV Employee Grievance; and

6. if hand delivered, the employee's acknowledgment of receipt of the notice, or if employee refuses to acknowledge, the notation that employee refused to sign and the date.

G. Table of Penalties

Those responsible for the administration of discipline must be firm, impersonal, and free from prejudice. In the interest of administering justice as uniformly as possible in accordance with the policies stated, a Table of Penalties is incorporated herein.

1. In cases of less serious performance and/or conduct issues, supervisors are encouraged to discuss such deficiencies with their employees before initiating any formal disciplinary action under the Table of Penalties.
2. A reprimand may also be appropriate for less serious offenses prior to taking formal action. Such action may not be grieved under this section of the Manual, nor will it be included in the employee's personnel file. However, a written reprimand may be maintained by the Fort Defiance Chapter.
3. Supervisors shall be specific in describing the time period constituting an employee's suspension, and shall include both the dates and hours when the suspension begins and ends. Holidays shall be counted in computing the suspension period.
4. Suspensions imposed under the Table of Penalties are generally without pay, and require the employee to remain away from the workplace during the period of suspension. At the discretion of the supervisor, an employee may be placed on a working paid suspension. During the period of suspension, the employee shall continue to carry out his/her regular duties at the workplace. A paid suspension is grievable.
5. In addition to the penalties listed, employees are reminded that depending upon the offense(s) committed, they may be subject to prosecution under Navajo Nation or other applicable laws and/or be deemed ineligible for future employment with the Fort Defiance Chapter and the Navajo Nation.
6. Employees who violate Navajo Nation or other applicable laws may also be subject to penalties provided for in those laws. Such violations may or may not lead to disciplinary action by the supervisor.
7. For those employees paid by a contract or grant, where the funding source requires greater disciplinary measures than those outlined in the Table of Penalties, or penalties other than those listed, such disciplinary action may be imposed consistent with the funding source requirement.

8. Where one set of circumstances warranting disciplinary action violates more than one offense listed in the Table of Penalties, supervisors must allocate the total penalty among each separate offense charged.

For example, if an employee is charged with three separate offenses, and the penalty for all three offenses totals ten working days suspension, the supervisor must allocate the ten days among all three offenses.

9. Employees shall not be penalized for multiple offenses arising from the same conduct or event.

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
1. Theft of property	Removal		
2. Misuse of Nation funds	Removal		
3. Solicitation or acceptance of bribes or kickbacks	Removal		
4. Falsification or unauthorized alteration of any Nation record	Removal		
5. False statement(s) of material fact in employment application or related documentation	Removal		
6. Maintaining second or outside employment without proper approval including, but not limited to, holding a salaried elected office, self-employment, etc.	Removal		
7. Contracting or recommending a contract with a party where the employee has an equity or other beneficial interest, limited only to employees who have influence over the contracting process	Removal		
8. Fraud and/or conspiracy to commit fraud	Removal		
9. Perjury in court or before an official Navajo Nation body or tribunal	Removal		
10. Concealing, removing, mutilating, obliterating, or destroying Navajo Nation records or documents without authorization	Removal		
11. Abuse of office or position	Removal		
12. Failure to directly call or report to the immediate supervisor for three (3) consecutive working days	Removal		
13. Planning, initiating participating in or otherwise aiding or assisting in the conduct of any riot or unlawful demonstration.	Removal		
14. Egregious misconduct which calls into question one's fitness for continued employment in that position with the Fort Defiance Chapter.	Suspension (up to 30 working days), Demotion, or Removal	Removal	
15. Sexual harassment	Suspension (up to 30 working days) or Removal	Removal	

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
16. a. Operating a Navajo Nation/Fort Defiance Chapter vehicle under the influence of alcohol.	Removal		
16. b. Operating a vehicle under the influence of alcohol or other controlled substance (except when controlled substance is used as prescribed).	Suspension (up to 30 working days) or Removal	Removal	
17. Malicious damage to Nation property including, but not limited to, graffiti, vandalism, etc.	Suspension (15 - 30 working days) or Removal	Removal	
18. Violation of any provision contained in Section XVI.E, Drugs and Alcohol in the Workplace	Referral to EAP and/or Suspension (15 - 30 working days) or Removal	Removal	
19. Failure to abide by policies and standards adopted in accordance with Section I.C	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
20. Endangering the physical well-being of any individual including, but not limited to, threats of, or actual violence.	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
21. Disclosing confidential Fort Defiance Chapter information to unauthorized person(s)	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
22. Misuse of Navajo Nation/Fort Defiance Chapter property or services	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
23. Insubordination, includes violation of any policy contained in this manual	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
24. Neglect of duty	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
25. Unauthorized absence	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
26. Excessive absenteeism, including tardiness	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
27. Unsatisfactory work performance	Suspension (up to 10 working days)	Suspension (up to 30 working days) or Demotion	Demotion or Removal
28. Failure to complete performance evaluations as required	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
29. Performing activities for personal gain when on the job including, but not limited to, campaigning for political office while on official tour of duty	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
30. Mistreatment of any individual(s) which jeopardizes health or safety	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
31. False witness against employee(s)	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
32. Offer of employment by unauthorized personnel	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
33. Violation of safety regulations which endangers oneself or others	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
34. Possession of unauthorized weapon(s) in the workplace	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
35. Failure to comply with motor vehicle regulations including, but not limited to, use of a tribal/Fort Defiance Chapter vehicle for personal reasons	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
36. Creating discord among fellow employees leading to decreased productivity or a hostile working environment	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
37. Failure to treat the public or fellow employees with courtesy	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
38. Use of abusive or vulgar language and/or gestures	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
39. Display of intoxication on the job (including use of restricted drugs not in conformance with a medical prescription)	Mandatory evaluation by Employee Assistance and Suspension (up to 30 working days) or Removal	Suspension (30 working days) or Removal	Removal
40. Habitual use of intoxicants to excess which affects job performance	Mandatory evaluation by Employee Assistance and Suspension (up to 30 working days) or Removal	Suspension (30 working days) or Removal	Removal

XIV. EMPLOYEE GRIEVANCE

A. Policy

An eligible employee who feels aggrieved as a result of an application of disciplinary action such as discharge, suspension, loss of pay or benefits, has a right to utilize the procedures available, except that layoffs in compliance with Section XV.D are not grievable.

B. Eligibility

All regular status employees are eligible. Temporary, new, and At-will employees are not eligible.

C. Grievance Process

1. Step One:

An employee must file a written request for reconsideration with the supervisor who initiated the action within five (5) working days of receipt of the disciplinary action, with a copy to legal counsel (or the Department of Justice). The supervisor must attempt to resolve the problem with the employee within five (5) working days after receipt of the request.

2. Step Two:

If the supervisor fails to address the reconsideration request or if the employee disagrees with the reconsideration decision, the employee must file a written appeal with the Department of Personnel Management within five (5) working days of the completion of Step One above for immediate transmittal to the Hearing Officer. A filing fee of \$25.00 must accompany this appeal. At this point both parties may be represented by legal counsel. The appeal shall include:

- a. the name and position of the Aggrieved Party,
- b. the name and position of the supervisor initiating the action,
- c. a statement of the underlying facts, including the dates and alleged events or conditions which form the basis of the appeal,
- d. the relief sought by the Aggrieved Party.

3. Step Three:

A Navajo Nation Hearing Officer will conduct the grievance hearing. The Hearing Officer will, whenever possible, hear the grievance within 30

working days and must render a decision within ten working days thereafter.

4. The decision of the Hearing Officer is the final administrative decision with the Fort Defiance Chapter's resolution structure.

D. Refund of Filing Fee

If the grievance is withdrawn or resolved prior to commencement of the grievance hearing, the filing fee shall be refunded.

E. Grounds for Termination of Grievance

Abandonment of a case or noncompliance with required grievance deadlines and policies by the Aggrieved Party will be grounds for termination of the grievance. Department of Personnel Management will make such determination and inform all parties.

F. Withdrawal of Grievance

At any point in the grievance process, an employee may withdraw the grievance.

G. Status of Position Pending Grievance Outcome

Any changes regarding a position affected by a grievance will be placed on hold by the Fort Defiance Chapter until such time the grievance is resolved or a final decision is rendered.

H. Status of Employee Pending Grievance Outcome

1. Notwithstanding the foregoing subsection G, disciplinary actions shall be effective immediately upon notice to the employee.
2. Notwithstanding an employee's involvement in a current grievance, subsequent violation(s) of the personnel policies by the employee may result in separate disciplinary action(s).
3. An employee that has filed a grievance shall be allowed reasonable use of available annual leave hours for the purpose of participating in the grievance process.

I. Grievance Hearing Officer

The Hearing Officer shall have the authority to uphold or reverse the disciplinary action of the supervisor, award back pay to the grievant, and when required, order that the employee's record be expunged. The Hearing Officer may also consider the appropriateness of the penalty imposed and if circumstances warrant, reduce

the penalty. However, in no case shall the hearing officer increase the penalty imposed by the supervisor.

XV. TERMINATION OF EMPLOYMENT

A. Responsibility

The Fort Defiance Chapter Manager is responsible for establishing detailed procedures to address issues arising under this section.

B. Resignation

1. An employee may voluntarily terminate employment with the Fort Defiance Chapter by submitting a letter of resignation.
2. The employee resigning shall give at least ten working days notice, unless the supervisor consents to the employee leaving sooner.
3. An employee who submits a written resignation may, with the supervisor's approval, withdraw the resignation and be restored to the vacated position provided the written request for withdrawal is submitted to the supervisor prior to the effective date of the resignation.

C. Discharge of Employees

1. A supervisor shall notify the employee, in writing, of the discharge and the specific reasons for the discharge. The notice shall include all requirements of Section XIII.F Contents of Disciplinary Notice.
2. These policies do not apply to At-will employees.

D. Layoff

An employee who is to be laid off shall be given 15-calendar days written notice. Notice of layoff may be less than the 15-calendar day requirement if stoppage of work results from circumstances beyond the control of the Fort Defiance Chapter, e.g. funding is terminated, positions are not refunded, or funds are not available to continue operations. In all cases, however, the employee must be given as much notice as possible.

Subject to applicable law, a regular status employee who is laid off shall be entitled to reemployment preference. These policies do not apply to temporary employees or At-will employees.

1. Organizational restructuring.
2. A supervisor may lay off a regular status employee whenever it becomes necessary due to lack of work or funds or elimination of position.

3. Whenever layoffs are necessary, the Fort Defiance Chapter Manager shall immediately notify the Fort Defiance Chapter's elected officials.
4. No regular status employee shall be laid off while there are temporary, seasonal, or new employees employed in the same, equal, or lower level positions for which the regular status employee is qualified.
5. In determining the order of layoff of regular status employees, the supervisor shall consider such factors as seniority, performance appraisals, qualifications, work record, and conduct and whether employee is a veteran as set forth in Section III.C. The supervisor shall, if possible, retain the veteran.
6. If an employee's position is eliminated while he/she is on family medical leave, the employee shall be placed on layoff status immediately.
7. Physical Change and Incapacity

An employee may be terminated when, due to physical ailment or injury, the employee is no longer capable of performing the duties of the position. Before lay off:

- a. the employee must have seen a medical practitioner who has found the employee to be partially or totally disabled, or to be otherwise mentally or physically limited in work performance.
- b. The Fort Defiance Chapter Manager must determine that even with reasonable accommodation(s) for the employee's physical condition, the employee is incapable of performing the duties required of the position.
- c. If a Fort Defiance Chapter Manager believes that an employee is physically or mentally incapacitated but will not seek medical attention, the supervisor may require the employee to see a medical practitioner for an evaluation at the expense of the Fort Defiance Chapter.
- d. An employee terminated under this section must receive written notice explaining the reason for layoff and is entitled to consideration for a transfer and reemployment preference consistent with the policies herein.

8. Subsequent Disqualification

If an employee, who was qualified for his/her position, subsequently becomes disqualified for the position due to a loss of license, certification, or reclassification of the position due to a reorganization of the program or

material changes in duties, or for any other reason, the employee shall be given a reasonable period to re-qualify. If after the period for re-qualification, the employee remains unqualified, he/she will be laid off.

E. Termination of Volunteers or Temporary Employees

1. A supervisor may terminate a volunteer or temporary employee at any time. The termination must be in writing and include an explanation for the termination, consistent with Navajo law.
2. A volunteer or temporary employee who is terminated is not entitled to reemployment, layoff, or grievance rights.
3. A volunteer or temporary employee may resign without prior notice. The resignation must be in writing.

F. Termination of New Employees

1. A supervisor may terminate a new employee for just cause at any time during the introductory period. The termination must be in writing and include an explanation for the termination, consistent with all Navajo Nation laws, rules and regulations.
2. A new employee who is terminated is not entitled to reemployment, layoff, or grievance rights.
3. A new employee may resign without prior notice. The resignation must be in writing.

G. Retirement

An employee who leaves Fort Defiance Chapter employment in accordance with the Navajo Nation Retirement Plan is considered to have retired.

H. Death

1. Unless leave without pay was previously approved, an employee shall be compensated through the date of death.
2. The effective date of the separation shall be the date of death.
3. The supervisor shall take reasonable steps to assure that arrangements are made to provide payment to the employee's estate of any salary, overtime, or accrued annual leave payments due.

I. Final Pay

1. Upon receipt of all required documents, a final paycheck shall be issued to the terminated employee. The final check will include payment for hours worked, accrued annual leave, and any overtime as of the termination date.
2. All or part of the final pay check and/or annual leave payment may be withheld to satisfy any indebtedness to the Fort Defiance Chapter.
3. The Fort Defiance Chapter shall issue a final pay check within five (5) calendar days (including weekends). The Fort Defiance Chapter shall pay the terminated employee twenty dollars per day for every day after the five days that a check is not issued. This amount may not to exceed two-hundred dollars.

XVI. CONDUCT OF EMPLOYEES

A. Business Ethics and Conduct

Employees are expected to comply with all applicable laws and policies of the Navajo Nation with respect to their conduct. In general, the use of good judgment will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed with the appropriate supervisor and, if necessary, with the Office of Ethics and Rules for advice and consultation.

Each employee of the Fort Defiance Chapter shall, among other things:

1. Uphold, with integrity, the trust and confidence placed in the employee pursuant to his/her employment.
2. Comply with and respond to the directions and instructions of the supervisor.
3. Show courtesy, respect, cooperativeness, diligence and tact in dealings with supervisors, fellow workers, elected officials and the general public at all times.
4. Provide full, efficient, and industrious service to promote the goals and objectives of the Fort Defiance Chapter.
5. Maintain confidential information acquired in the performance of his/her duties and refrain from disclosing any portion thereof, except in the manner and to the extent authorized.
6. Refrain from using his/her official position to influence transactions involving purchases, contracts, leases, or other business dealings which

advance personal interests or those of his/her friends or relatives. The existence of any actual or potential conflict of interest must be disclosed to the Fort Defiance Chapter Manager, who must then disclose this to the elected officials or the Fort Defiance Chapter membership so that safeguards can be established to protect all parties.

B. Limitations on Employee Activities

1. While employed, an employee's private life is his/her own; however, an employee's activities cannot disrupt the work or the workplace. Each is expected to comply with all applicable laws.
2. If an employee is indebted directly to the Fort Defiance Chapter or the Navajo Nation, he/she will be required to make payment (including payroll deductions) subject to the specific terms of the indebtedness and/or the Navajo Business and Procurement Act.
3. Employees shall be held accountable for loss of Fort Defiance Chapter funds or property for which they are responsible where the loss is due to negligence, carelessness, or an *ultra vires* act. Employees with custodial responsibilities for Fort Defiance Chapter property will safeguard assigned property.
4. Solicitation or receipt of gifts, favors, and/or gratuities is prohibited when such gifts constitute a conflict of interest or is in violation of the Ethics in Government Law.
5. Correspondence, papers, drawings, sketches, documentation, computer programs, instructions, procedures, forms and all such items produced by an employee in the course of his/her work are considered property of the Fort Defiance Chapter or the Navajo Nation. Unauthorized removal, reproduction, and/or disclosure are strictly prohibited.
6. While employees may be authorized from time to time to speak on behalf of the Fort Defiance Chapter or the Nation, no employee may declare, as policy, any statement that is contrary to the policies of the Navajo Nation.
7. Tribal vehicles are for official use only and employees are required to use them within the scope of their employment. Any accident involving a tribal vehicle must be reported by the employee involved in the incident as required by the Motor Vehicle Operator's Handbook.
8. Use of the Internet in any way which would violate policies and/or procedures established by the Division of General Services or other appropriate authority is prohibited.

C. Employees Pursuing Public Office

1. An employee pursuing any public office may, upon approval of the Fort Defiance Chapter Manager, be granted a leave of absence not to exceed 60 calendar days.
2. Annual leave will be used until exhausted, then leave without pay will be used. However, funding source restrictions may require that an employee take only leave without pay.
3. Employees are prohibited from campaigning during work hours. The Fort Defiance Chapter Manager shall monitor and enforce this policy.
4. Employees elected to the Navajo Nation Council or the office of the President or Vice President of the Navajo Nation must resign from Fort Defiance Chapter employment before taking the oath of office.

D. Employees Appointed or Elected to Public Office

1. Employees who are elected to any public office other than those listed in C.4 above may be allowed to retain Fort Defiance Chapter employment, unless the position is a full-time position.
2. If the employee's duties as a public servant interfere with his/her work performance or responsibilities, or otherwise create a conflict of interest in the workplace, the Fort Defiance Chapter Manager may initiate appropriate disciplinary action. Public officials shall not perform public servant responsibilities while on their regular tour of duty as a Fort Defiance Chapter employee.
 - a. Employees retaining tribal employment are expected to abide by all applicable policies including, but not limited to, these personnel policies, travel policies, and standards of conduct.
 - b. Decisions issued by the Ethics and Rules Committee must be complied with by all parties.
3. An employee who has been appointed or elected to serve on a board, commission, or committee which pays a stipend, or who has been elected to a public office, shall be required to take annual leave to attend to appointed or elected duties. The Fort Defiance Chapter Manager will grant these leave requests whenever possible. If the employee has exhausted annual leave, then leave without pay will be used.

E. Drugs and Alcohol in the Workplace

1. The use of intoxicants during working hours or the lunch period is prohibited.

2. An employee unable to perform job duties as a result of alcohol or illegal drug intoxication will be excused from the worksite and charged leave without pay. In addition, the employee is subject to disciplinary action consistent with the Table of Penalties, offense #39.
3. Employees are prohibited from selling, purchasing, transferring, possessing, or using alcohol at the Fort Defiance Chapter or during work.
4. Employees are prohibited from unlawfully manufacturing, selling, purchasing, transferring, possessing, or using controlled substances at the Fort Defiance Chapter or during work.
5. Any employee violating the above policies will be disciplined, up to and including termination for the first offense.
6. Any employee convicted of violating a criminal drug or alcohol statute at the Fort Defiance Chapter or during work must inform his/her supervisor and the Fort Defiance Chapter Manager of such conviction, including pleas of guilty or no contest, within five working days of the conviction. Failure to do so will result in disciplinary action, up to and including termination for the first offense.
7. An employee convicted of violating a criminal drug or alcohol statute at the Fort Defiance Chapter or during work may participate in a rehabilitation or treatment program. If such a program is made as a condition of employment, the employee must satisfactorily participate in and complete the program.
8. All employees are required to acknowledge that they have been informed of the above policy and agree to it in all respects. Acknowledgment and agreement are required as a condition of continued employment with the Fort Defiance Chapter. Acknowledgment will be in writing and made a part of the employee's personnel file.
9. Employees may be subject to drug and alcohol testing consistent with Navajo law.

F. Sexual Harassment

1. It is the policy of the Navajo Nation generally and the Fort Defiance Chapter specifically to protect all employees, male or female, against unwelcome and unsolicited behavior of a sexual nature. Such behavior is unacceptable in the workplace and other work-related settings such as business trips and business-related social events.
2. Definition

Sexual harassment is defined as unwelcome or unwanted conduct of a sexual nature, whether verbal or physical, when:

- a. submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment;
- b. this conduct substantially interferes with an individual's employment, performance on the job, or creates an intimidating, hostile, or offensive working environment.
- c. Examples of sexual harassment may include, but are not limited to:
 - 1) nonverbal actions; leering; gesturing of a sexual nature;
 - 2) unwanted sexual advances;
 - 3) demands for sexual favors in exchange for favorable treatment or continued employment;
 - 4) repeated sexual jokes, flirtations, advances, or propositions;
 - 5) verbal abuse of a sexual nature;
 - 6) verbal commentary about an individual's body;
 - 7) touching, rubbing, pinching, whistling, assaulting, suggestive insulting, coerced sexual acts, or rape;
 - 8) environmental harassment; display in the workplace of sexually suggestive objects or pictures.

3. Reporting a Complaint

Sexual harassment complaints should be addressed to the immediate supervisor or the Fort Defiance Chapter Manager. If insufficient, sexual harassment complaints should be made to the elected officials or the Navajo Nation Department of Justice. Reports of sexual harassment must be in writing.

4. Retaliation

The Fort Defiance Chapter will not in any way retaliate against an individual or witness who makes a report of sexual harassment, nor will it permit any employee or elected official to do so. A person found to have

retaliated against another individual for reporting sexual harassment shall be subject to disciplinary action provided for sexual harassment offenders.

5. **Investigation**

Any allegation of sexual harassment brought to the attention of the Fort Defiance Chapter will be investigated in a manner that protects the privacy of all persons involved and such privacy will be maintained throughout the investigatory process to the extent practical and appropriate.

- a. Individuals found to have engaged in misconduct constituting sexual harassment will be disciplined, up to and including discharge from employment.
- b. If an investigation results in a finding that an employee has falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.

6. Further information concerning this policy is contained in the procedures governing complaints on sexual harassment.

G. Workplace Violence Prevention

The policy of the Navajo Nation generally and the Fort Defiance Chapter specifically is to prevent workplace violence and to maintain a safe work environment.

1. Conduct that threatens, intimidates or coerces another employee, a client, or a member of the public, will not be tolerated.
2. Employees are to refrain from fighting or other conduct that may be dangerous to others.
3. Unauthorized firearms and weapons are prohibited on the premises of any Fort Defiance Chapter property or site where Fort Defiance Chapter or Navajo Nation business is conducted.
4. All threats of, or actual violence should be reported to the immediate supervisor. All suspicious individuals or activities should also be reported as soon as possible.
5. The Fort Defiance Chapter Manager, in consultation with legal counsel (private or the Department of Justice), shall document and be responsible for ensuring the prompt and thorough investigation of reports concerning threats of, or actual violence and of suspicious individuals or activities.

6. In order to maintain workplace safety and to maintain the integrity of the investigation, employees may be placed on leave consistent with the provisions of Section X.B.3, Administrative Leave.
7. Anyone determined to be responsible for threats of, or actual violence or other conduct that is a violation of these guidelines will be subject to disciplinary action up to and including termination of employment.
8. Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisor or the Fort Defiance Chapter Manager before the situation escalates into potential violence.

H. Unlawful Acts

1. Any unlawful act committed by an employee of the Fort Defiance Chapter while on or off the job or Fort Defiance Chapter premises, can affect an employee's status.
2. Notwithstanding any criminal prosecution initiated in a court of law, an employee may be disciplined, up to and including removal, if the conduct constitutes a violation of the FMS.
3. An employee convicted of a misdemeanor involving moral turpitude or a felony cannot be reemployed by the Fort Defiance Chapter for a period of at least three years. The number of years may be determined by other standards if the employee's position is funded pursuant to a grant or contract.

XVII. OFFICE AND WORKSTATION REGULATIONS

- A. It is the policy of the Navajo Nation generally and the Fort Defiance Chapter specifically to establish and maintain a safe working environment for all employees. Therefore, an employee's workstation or any other site where official business is conducted is declared to be a drug, alcohol, tobacco, and smoke-free environment.

B. Safety

Supervisors and employees have a responsibility to maintain a safe work environment by preventing conditions leading to injuries, accidents, and losses. This includes but is not limited to the posting of emergency evacuation plans at designated areas.

C. Workstation

1. Supervisors are responsible for establishing standards for:
 - a. food and drinks at workstations;

- b. radios, tape players, and other devices; and
 - c. appearance of the work area.
2. Use of Fort Defiance Chapter property or services, including but not limited to, telephones, computers, vehicles, machinery, credit cards, desks, office equipment, and supplies, are for official use only.
- a. Supervisors have the right to inspect and/or access Fort Defiance Chapter property;
 - b. at the supervisor's discretion, personal items stored by the employee in Fort Defiance Chapter property are subject to removal;
 - c. the Fort Defiance Chapter is not responsible or accountable for loss or theft of personal property of employees.

D. Dress Code and Personal Appearance

Dress, grooming, and personal hygiene contribute to the morale of all employees and affect the business image of the Fort Defiance Chapter (and the Navajo Nation generally) to clients and the public. Therefore, during business hours or when representing the Fort Defiance Chapter and the Nation, employees' dress, grooming and personal hygiene should be appropriate for the work they do.

- 1. Employees who have regular contact with the public are expected to dress in a manner that is normally acceptable in similar organizations and present a clean, neat, business-like appearance.
- 2. Dress and personal appearance of employees who do not regularly meet the public may be governed by the requirements of safety or comfort, but should still be as neat and business-like as working conditions permit.
- 3. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on their job. In these situations, the Fort Defiance Chapter Manager is responsible for establishing and issuing standards for appropriate dress and appearance.
- 4. The Fort Defiance Chapter Manager may also designate a "casual day" for employees to dress in a more casual fashion than is normally required. On such occasions, employees are still expected to present a neat appearance.
- 5. Ripped, disheveled clothing, unkempt appearance, or other inappropriate clothing or appearance is not permitted. An employee may be asked to leave the workplace until properly dressed or groomed. Under such

circumstances, the employee will not be compensated for the time away from work.

E. Child Care

1. Employees are responsible for making appropriate child care arrangements. Except when specifically permitted, employees are not to bring children to work or have their children loitering on the Fort Defiance Chapter's premises after school hours.
2. The Fort Defiance Chapter recognizes the importance of allowing mothers who choose to breast-feed their children the opportunity to continue after returning to work. The employee and her supervisor shall make the necessary arrangements to accommodate this.

XVIII. PERSONNEL RECORDS

The Fort Defiance Chapter Manager and Office Assistant shall maintain official personnel records for Fort Defiance Chapter employees.

A. Location of Records

Employee records shall be located at the Fort Defiance Chapter under restricted access. Employee files shall not be removed from the Fort Defiance Chapter. .

B. Contents

Employee records shall include information such as, employment applications; background investigations; letters of reference; pay and benefits; training and education; performance evaluations; corrective or termination actions; and other necessary information.

C. Updating

Employees are encouraged to keep their personnel files current by submitting to the Fort Defiance Chapter Manager or Administrative Assistant updated information on their experience, education, and training.

D. Confidentiality

Information in an employee's personnel file is considered confidential. However, the information may be disclosed in compliance with a lawful investigation or subpoena. Access to and release of information contained in the personnel records shall be limited to only those persons who have a legally recognized need to know.

E. Examination of File by Employee

Employees may examine their personnel file upon written request to his/her supervisor or the Fort Defiance Chapter Manager. The employee must provide evidence of his/her identity. Examination of records shall be in the presence of the supervisor or the Fort Defiance Chapter Manager.

F. Release of Information

1. Upon submission of a notarized Authorization for Release of Information, the employee information from that employee's personnel record may be released to a third party.
2. Certain information contained in the employee file is considered public information and therefore may be released without employee authorization. This includes, but is not limited to, title, department, and work site.

G. Record Retention

Upon termination, an employee's personnel record shall be considered inactive, but will be maintained for a period of three years beyond date of termination. After three years, the record will be returned to the employee or destroyed.

XIX. VETERANS PREFERENCE

A. Policy

The policy of the Navajo Nation generally and this Fort Defiance Chapter specifically is to comply with all applicable laws that govern the employment relationship between the Nation and its employees. Consistent with the provisions of applicable laws and policies, the Fort Defiance Chapter gives preference in employment to Veterans of the United States (U.S.) Armed Forces. Recognizing their sacrifice, Navajo Veterans' Preference recognizes the economic loss suffered by citizens who have served their country in uniform, restores Veterans to a favorable competitive position for Fort Defiance Chapter employment and acknowledges the larger obligation owed to disabled Veterans.

Eligible Veterans receive preference for initial employment and a higher retention standing in the event of layoffs. However, the Veterans' preference does not guarantee the Veteran a job, nor does it give Veterans preference in internal personnel actions such as promotion, transfer, reassignment and reinstatement.

- B.** A Veteran discharged from the U.S. Armed Forces or the National Guard or Reserve under honorable conditions following more than 180 calendar days of active duty shall be given preference in employment.
1. Preference in employment on the initial hire and retention for those Veterans who were honorably discharged or the spouses of Veterans shall be provided in the following order:

- a. A Veteran who has an existing compensable service-connected disability who is able to work.
 - b. A Veteran of any war or peacetime who has served on active duty for 181 calendar days or more or who has served 180 calendar days or more, other than for training, since January 31, 1955 **and** who was discharged or separated under honorable conditions from the U.S. Armed Forces.
 - c. A Veteran who sustained a service-connected disability prior to completing the 180 calendar days of active duty.
 - d. The spouse of a Veteran who cannot qualify for employment because of a total and permanent disability or the spouse of a Veteran killed in the line of duty or missing in action, captured by a hostile force(s); forcibly detained or interned by a foreign government/power.
 - e. The un-remarried surviving spouse of a Veteran who died of a service-connected disability.
2. An individual applying for Veterans Preference must complete an Application for Veterans' Employment Preference when submitting an Application for Employment along with a copy of DD Form 214 or DD Form 215 to receive preference.

C. Recruitment

1. Advertising of Vacant Positions

All vacancy announcements must be advertised for a minimum of 10 working days and include the phrase, "Veterans' Preference Applies" in the posting.

2. Application for Employment

- a. Each employment application will contain a general information document regarding Veterans' Preference and an Application for Veterans' Employment Preference.
- b. The Fort Defiance Chapter's employment application shall require the applicant to indicate whether or not they are claiming Veterans' Preference. In those cases, the applicant will be asked to complete the Application for Veterans' Employment Preference requiring them to identify which of the eligibility criteria applies to them.

- c. The applicant will be required to furnish the documentation necessary to prove Veterans' Preference eligibility on or before the closing date of the position to be considered for preference. Proof of Veterans' Preference eligibility includes:
 - 1) Veterans and spouses of disabled Veterans must furnish a copy of the DD Form 214 and/or 215, military discharge papers, and/or other verification from the Department of Defense (DOD) or Military Branches.
 - 2) Spouses of disabled Veterans and un-remarried surviving spouse of a deceased Veteran must provide:
 - i. Certification from DOD or Military Branches that the Veteran is totally and permanently disabled or documentation certifying the service-connected death of the Veteran.
 - ii. Evidence of marriage to the Veteran.
 - iii. A statement that the spouse is still married to the Veteran or that the spouse is not re-married at the time of the application for employment.
- d. Absence of required documentation invalidates the claim and the applicant is not eligible for Veterans' Preference. However, the Fort Defiance Chapter Manager may—in his/her discretion—waives the above requirements in lieu of alternative evidence that is convincing.

D. Interview and Selection

- 1. Applicants who meet the qualification requirements shall be considered in the following order or priority:
 - a. Enrolled Navajos with reemployment preference
 - b. Enrolled Navajo Veterans
 - c. Other enrolled Navajo applicants
 - d. Non-Navajo spouses of enrolled Navajos
 - e. Non-Navajos
- 2. Preference is given at each step of the employment consideration process to preference eligible applicants, provided such individual possesses the minimum qualifications necessary to perform the duties of the position.

Qualified Veterans receive the same level of preference despite disability status.

3. All qualified eligible Veterans must be granted an interview.
4. If the best qualified applicant, including a preference eligible Veteran are equally qualified, and no further evaluation occurs, the Veteran must be given selection preference. If there is a non-Veteran who is the best qualified for a position, the non-Veteran could be employed if an eligible Veteran does not possess the same level of qualifications. In such cases, reasons why and approval by the Fort Defiance Chapter Manager is required prior to any offer of employment. Documentation of the hiring decision is paramount. In cases where the Veteran is not selected, the Fort Defiance Chapter Manager must be able to justify why the Veteran was not selected.
5. It is the Fort Defiance Chapter Manager and Administrative Assistant's responsibility to ensure that a letter of non-selection is sent to all applicants, including Veterans, who were interviewed but not selected for a position. The letter of non-selection must be issued within three (3) working days from the time that the selected candidate signs the conditional offer of employment.

XX. MILITARY LEAVE

A. Policy

It is the policy of the Nation generally and the Fort Defiance Chapter as well to grant leave as necessary for members of Uniformed Service or Armed Forces in compliance with applicable laws.

1. Activation for Military Service
 - a. A regular status employee who is an active member of the Army National Guard or Air National Guard, and/or member of the Army, Marine Corps, Navy, Air Force and Coast Guard Reserve, including retired and inactive reserve members shall be granted military leave upon request.
 - b. When a member is ordered to active duty status, he/she shall provide a copy of activation orders from their unit being activated when requesting military leave.
 - c. When a member is deactivated and discharged, he/she shall request for reemployment within time allowed in B. 1. below, submit a copy of orders, and shall return to the same position he/she was assigned to before going on leave with the same employer. At no

time shall the Veteran be displaced in accordance with applicable laws regarding returning Veterans.

- d. If his/her position was eliminated or transferred to another worksite location, he/she shall be offered an equivalent position within the same worksite location with the same seniority, status and pay as before he/she went on military leave.
2. State Activation and/or Ordered for Training for National Guard and Reserve, or as an intermittent disaster response appointment.
 - a. A regular status employee who is an active member of the Army National Guard or Air National Guard, and/or member of the Army, Marine Corps, Navy, Air Force and Coast Guard Reserve shall be granted military leave upon request.
 - b. When the Governor of the State activates a National Guard unit where member is serving for State emergency, an intermittent disaster response appointment, and/or unit commander orders unit or individual training, he/she shall provide a copy of orders when requesting military leave.
 - c. When the Reserve Branch or unit commander orders unit or individual training, he/she shall provide a copy of orders when requesting military leave.
 - d. Employees requesting military leave are entitled to 15 calendar days a year with pay. Military leave shall be 15 calendar days in duration. All other leave requests longer than 15 calendar days for basic training, technical/tactical advance training or other specialized training in their career field shall also be granted without pay, and 2.a., above shall apply.
 - e. An employee who is a member of the Reserves or National Guard serving an active military duty which extends into a second or succeeding leave year may accrue and use the 15 calendar days of military leave which accrue at the beginning of the second leave year and each succeeding leave year without return to civilian status.
 - f. Monthly weekend training (drill) shall not be considered military leave. When a member has to make up their drill during weekdays, he/she shall request for annual leave or other form of leave, not military leave.
 - g. There are two conditions under which an employee is entitled to an additional 22 workdays of military leave.

- 1) Reservist or National Guard members who perform military duty in support of civil authorities in the protection of life and property are eligible for an additional 22 workdays of military leave.
- 2) Employees who perform full-time military service as a result of a call or order to active duty in support of a contingency operation are entitled to 22 workdays of military leave.

B. Reemployment

1. Eligible National Guard and Reserve members shall be granted reemployment rights as follows:
 - a. Service of less than 31 calendar days. Employee must report to work on the next regularly scheduled work period after discharge from active military duty.
 - b. Service of more than 30 calendar days but less than 181 calendar days. Employee must make a request for reemployment no later than 14 calendar days after he/she is discharged from active military duty.
 - c. Service of more than 180 calendar days. Employee must submit a request for reemployment no later than 90 calendar days from date of discharge from active military duty or within one (1) year of service-related hospitalization.
2. Failure to meet deadlines for reporting back to work.
 - a. An employee who fails to report back to work or submit a written application for reemployment is subject to be separated from employment if absent without excuse for three (3) calendar days, except in instances where returning to work is unreasonable or impossible due to no fault of the employee.
 - b. Upon release from active military duty, an employee with services as outlined in 1.b. and c. above must provide written notice to their immediate supervisor of their intention to return to work within five (5) working days.
 - c. The employee must inform their immediate supervisor of extended active military duty within five (5) calendar days of receiving military orders.
3. The employee must not have been released with a dishonorable or less than honorable discharge.

4. The cumulative length of absence from work for active military duty and retain eligibility for reemployment rights is five (5) years (with some exceptions).
5. The reporting deadline may be extended up to two (2) years when a Veteran or service member is hospitalized or is convalescing from injuries received during military service or training, or an existing disability aggravated during military service or training.
6. Returning Veterans and service members shall be reemployed in the same job as if they had remained continuously employed, with the same seniority, status and pay as before he/she went on military leave.

C. Necessary Documentation

1. When an employee has been absent for more than 31 calendar days, the employer has a right to request documentation to prove that:
 - a. the employee's application is timely;
 - b. the employee has not exceeded the service limitation; and
 - c. that the employee did not leave the service for any disqualifying reason, such as dishonorable discharge.
2. The employer may not deny reemployment if the necessary documentation is not readily available. However, if reemployment documentation becomes available proving that the employee has not met the reemployment qualifications, the employee shall be terminated.

D. Job Protection and Reduction-In-Force

1. An employee performing active military duty is protected from reduction-in-force (RIF) and may not be discharged from employment, except for just cause. The length of protection is based on the length of military service.
 - a. If the employee's military service was more than 180 calendar days, the employee cannot be discharged within one (1) year after the date of reemployment.
 - b. If the employee's service was between 30 and 180 calendar days, the employee cannot be discharged within 180 calendar days after the date of reemployment.

E. Employees Voluntarily Enlisting or Re-enlisting in Military Service

1. A regular status employee who voluntarily enlists or re-enlists in the U.S. Armed Forces shall resign from Fort Defiance Chapter employment.
2. Enlistment in the U.S. Armed Forces is considered full-time employment. Military leave does not apply and shall not be granted.

F. Military Funeral Honors Detail

1. A Veteran who is discharged under honorable conditions will be granted administrative leave with pay to perform Military Funeral Honors Detail during the workweek.

XXI. DEFINITIONS

ABUSE OF OFFICE OR POSITION: to make excessive or improper use of the authority associated with one's employment.

ACTIVE DUTY: active military service in the U.S. Armed Forces performed on a full-time basis with military pay and allowances.

ADMINISTRATIVE EMPLOYEE: any employee whose primary duties consist of non-manual work concerning management policies or business operations and who exercises discretion and independent judgment in assisting managerial employees (as defined herein), and in fulfilling special tasks assigned.

APPLICANT: a person who has submitted an application for a position with the Fort Defiance Chapter. .

AT-WILL: a supervisor can discharge an employee under this employment status for any reason at all or no reason at all, with or without notice; and the employee can leave (resign) at any time for any or no reason at all, with or without notice.

BREAK IN SERVICE: an interruption in continuous employment.

CLASS SPECIFICATION: a written description of a class which includes a class title, a general statement of the level of work, a statement of the required knowledge, skills and abilities, some examples of work, and the qualification requirements for the class.

CLASSIFICATION: the process of grouping positions which are similar in duties and responsibilities, such that the same descriptive title may be used to designate each position and common requirements as to education, experience, knowledge, ability and other qualifications exist for all positions.

CONFLICT OF INTEREST: a real or seeming incompatibility between one's private interests and one's public or fiduciary duties.

DD FORM 214: a military discharge document issued by the Department of Defense.

DD FORM 215: a military discharge document issued by the Department of Defense utilized to correct errors on the DD Form 214 discovered after the original has been delivered and/or distributed.

DAYS: calendar days unless otherwise stated.

DEMOTION: a change in the assignment of an employee from a position in one class to a position in another class having a lower pay grade.

DISCHARGE: the involuntary removal of an employee from employment.

DISCIPLINARY ACTION: action taken by a supervisor in response to unsatisfactory conduct or performance by an employee.

DISHONORABLE DISCHARGE: dishonorable or bad conduct discharge from active duty in the U.S. Armed Forces.

EGREGIOUS: deplorable, outrageous, flagrant, outstandingly bad, and blatant.

EMPLOYEE: an individual employed by the Fort Defiance Chapter or the Navajo Nation.

EMPLOYER: for the purpose of this manual, employer is the Fort Defiance Chapter. .

EXEMPT EMPLOYEE: an employee in a managerial, professional, or administrative position. Employees assigned to exempt positions are not eligible for overtime compensation.

FELONY: a crime of a graver or more serious nature than those designated as misdemeanors; under federal law, and many state statutes, any offense punishable by death or imprisonment for a term exceeding one year.

FOR CAUSE: reasons which law and public policy recognize as sufficient for removal, not merely a cause which the supervisor in the exercise of discretion may deem sufficient.

FRAUD: any intentional act designed to deceive and cause financial loss.

HIRING AUTHORITY: for purposes of these policies the hiring authority is the Fort Defiance Chapter Manager or elected officials.

HONORABLE CONDITIONS: an honorable discharge from active duty in the U.S. Armed Forces.

INSUBORDINATION: willful or intentional refusal to obey any reasonable instruction or directive which a supervisor is entitled to give and have obeyed or which is set forth in established policies; to ridicule or undermine one's supervisor; condoning, encouraging, or engaging in conduct not within the chain of command.

LAYOFF: the involuntary separation from employment for nondisciplinary reasons, including, but not limited to, lack of funds or work, abolishment of position, or reorganization within program, department, or division.

LEAVE: authorized absence, with or without pay, granted to an employee to take time off from work.

MALICIOUS: wrongful and done intentionally without just cause or excuse.

MANAGERIAL EMPLOYEE: any employee whose primary duties consist of managing an office; who directs the work of one or more other employees or whose recommendations in employment matters are given particular weight; and who otherwise exercises discretionary powers.

MINIMUM QUALIFICATIONS: a specification of the experience, training, education and/or licensure or certification and the minimum knowledge, skills and abilities that provides appropriate job related qualifications necessary to perform the duties.

MISCONDUCT: improper or unlawful behavior by an employee in regards to his/her position.

MISDEMEANOR: an offense lower than a felony and generally punishable by fine or imprisonment of one year or less.

MORAL TURPITUDE: gravely violating accepted moral standards of the community.

NATIONAL GUARD: a civilian reserve component of the U.S. Armed Forces comprised of guardsmen who serve during overseas peacekeeping missions, time of war and during local emergencies.

NAVAJO NATION: for the purposes of this manual, Navajo Nation includes all programs, departments, and divisions within the Executive and Legislative Branches of the Navajo Nation Government.

NEGLIGENT: the failure or neglect of any reasonable precaution, care, action; careless; failing to give proper attention.

NON-EXEMPT EMPLOYEE: an employee in a non-supervisory or office staff position. Employees assigned to non-exempt positions are eligible for overtime compensation.

OVERTIME: any time worked which exceeds the regularly scheduled tour of duty.

PEACETIME: a time when the U.S. is not at war which includes the years of: 1946 - 1950; 1955 - 1964; and May 7, 1975 – August 1, 1990.

PENALTY: a punishment imposed for violation of personnel policies or procedures.

PERFORMANCE MANAGEMENT PLAN: the formal system by which an employee is evaluated.

PROFESSIONAL EMPLOYEE: any employee whose primary duties consist of work requiring knowledge of a specific field including, but not limited to, law, teaching, medicine, architecture, engineering and other fields of science; work that is original and artistic in character, the result of which depends on the talent of the employee and whose work requires the exercise of discretion and judgment in its performance.

PROMOTION: a change in assignment of an employee from a position in one class to a position in another class having a higher pay grade.

REPRIMAND: written notice to an employee by the supervisor that a deficiency exists in the employee's work performance or conduct and improvement is needed.

RESERVIST: a reserve of the U.S. Armed Forces, including retired and inactive members.

SERVICE-CONNECTED DISABILITY: an injury or disease that was incurred or aggravated during active military service.

SOME EXCEPTIONS: with reference to Section XXI. B.4. (1) Service beyond 5 years that is required to complete an initial period of obligated service; (2) service from which a person, through no fault of their own, is unable to obtain a release within the five-year period; (3) required training for National Guard members and reservists and additional training certified by the Secretary of Defense and/or Governor of the State as necessary for professional development; (4) service under an order to report for or stay on active duty during a domestic emergency or situations related to national security; (5) service under an order to report for or stay on active duty (other than training) because of a war or national emergency declared by Congress or the U.S. President; (6) service under an order to active duty (other than training) by volunteers supporting operational missions for which selected reservists have been ordered to involuntary active duty; (7) service under an order to active duty by volunteers supporting a critical mission or requirement of the armed services; (8) federal service as a member of the National Guard called into action by the U.S. President to suppress an insurrection, repel an invasion, or carry out the laws of the United States.

SURVIVING SPOUSE: the spouse of a deceased Veteran.

SUSPENSION: the temporary removal of an employee from service without pay, for disciplinary reasons and for a specified period of time.

THEFT: any of the following acts done with intent: 1. Obtaining or exerting unauthorized control over property; 2. Obtaining by deception control over property; 3. Obtaining by threat control over property; 4. Obtaining control over stolen property knowing the property to have been stolen by another.

UNIFORMED SERVICE OR ARMED FORCES: the U.S. Armed Forces (the Army, Navy, Air Force, Marine Corps, Coast Guard and Reserve units for each such branch); the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Services; and any other category of persons designated by the U. S. President in time of war or national emergency.

VETERAN: an individual discharged from the U.S. Armed Forces under honorable conditions.

VOLUNTEER: an individual who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for services rendered except reimbursement for expenses, reasonable benefits, and nominal fees or a combination thereof.

VULGAR LANGUAGE: language that is obscene, indecent, or offensive to a reasonable person.

WEAPON: an instrument of offensive or defensive combat, or anything used, or designed to be used, in injuring a person, including but not limited to, firearms and knives.

WILLFUL: with intent; knowingly; deliberately; intending the result which actually comes to pass; not accidentally or involuntarily.

WORKPLACE: includes the Fort Defiance Chapter, Navajo Nation buildings, property, parking areas, and any other location where Fort Defiance Chapter or Navajo Nation business is conducted.

XXII. APPENDIXES

1.	Table of Penalties	Exhibit A
2.	Employment Application	Exhibit B
3.	Personnel Action Form (PAF)	Exhibit C
4.	Request for Leave	Exhibit D
5.	Public Employment Project (PEP) Policy Manual	Exhibit E
6.	Student Employment Program (SEP) Policy Manual	Exhibit F
7.	Position Classification Questionnaire (PCQ)	Exhibit G
8.	Salary Schedule "U"	Exhibit H
9.	Employee Performance Evaluation (Exempt)	Exhibit I
10.	Employee Performance Evaluation (Non-Exempt)	Exhibit J
11.	Payroll Advance Form	Exhibit K
12.	Compensatory Time Form	Exhibit L
13.	Arizona New Hire Reporting Form	Exhibit M
14.	W-4 Form	Exhibit N

6. if hand delivered, the employee's acknowledgment of receipt of the notice, or if employee refuses to acknowledge, the notation that employee refused to sign and the date.

G. Table of Penalties

Those responsible for the administration of discipline must be firm, impersonal, and free from prejudice. In the interest of administering justice as uniformly as possible in accordance with the policies stated, a Table of Penalties is incorporated herein.

1. In cases of less serious performance and/or conduct issues, supervisors are encouraged to discuss such deficiencies with their employees before initiating any formal disciplinary action under the Table of Penalties.
2. A reprimand may also be appropriate for less serious offenses prior to taking formal action. Such action may not be grieved under this section of the Manual, nor will it be included in the employee's personnel file. However, a written reprimand may be maintained by the Fort Defiance Chapter.
3. Supervisors shall be specific in describing the time period constituting an employee's suspension, and shall include both the dates and hours when the suspension begins and ends. Holidays shall be counted in computing the suspension period.
4. Suspensions imposed under the Table of Penalties are generally without pay, and require the employee to remain away from the workplace during the period of suspension. At the discretion of the supervisor, an employee may be placed on a working paid suspension. During the period of suspension, the employee shall continue to carry out his/her regular duties at the workplace. A paid suspension is grievable.
5. In addition to the penalties listed, employees are reminded that depending upon the offense(s) committed, they may be subject to prosecution under Navajo Nation or other applicable laws and/or be deemed ineligible for future employment with the Fort Defiance Chapter and the Navajo Nation.
6. Employees who violate Navajo Nation or other applicable laws may also be subject to penalties provided for in those laws. Such violations may or may not lead to disciplinary action by the supervisor.
7. For those employees paid by a contract or grant, where the funding source requires greater disciplinary measures than those outlined in the Table of Penalties, or penalties other than those listed, such disciplinary action may be imposed consistent with the funding source requirement.

Exhibit A

8. Where one set of circumstances warranting disciplinary action violates more than one offense listed in the Table of Penalties, supervisors must allocate the total penalty among each separate offense charged.

For example, if an employee is charged with three separate offenses, and the penalty for all three offenses totals ten working days suspension, the supervisor must allocate the ten days among all three offenses.

9. Employees shall not be penalized for multiple offenses arising from the same conduct or event.

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
1. Theft of property	Removal		
2. Misuse of Nation funds	Removal		
3. Solicitation or acceptance of bribes or kickbacks	Removal		
4. Falsification or unauthorized alteration of any Nation record	Removal		
5. False statement(s) of material fact in employment application or related documentation	Removal		
6. Maintaining second or outside employment without proper approval including, but not limited to, holding a salaried elected office, self-employment, etc.	Removal		
7. Contracting or recommending a contract with a party where the employee has an equity or other beneficial interest, limited only to employees who have influence over the contracting process	Removal		
8. Fraud and/or conspiracy to commit fraud	Removal		
9. Perjury in court or before an official Navajo Nation body or tribunal	Removal		
10. Concealing, removing, mutilating, obliterating, or destroying Navajo Nation records or documents without authorization	Removal		
11. Abuse of office or position	Removal		
12. Failure to directly call or report to the immediate supervisor for three (3) consecutive working days	Removal		
13. Planning, initiating participating in or otherwise aiding or assisting in the conduct of any riot or unlawful demonstration.	Removal		
14. Egregious misconduct which calls into question one's fitness for continued employment in that position with the Fort Defiance Chapter.	Suspension (up to 30 working days), Demotion, or Removal	Removal	
15. Sexual harassment	Suspension (up to 30 working days) or Removal	Removal	

Exhibit A

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
16. a. Operating a Navajo Nation/Fort Defiance Chapter vehicle under the influence of alcohol.	Removal		
16. b. Operating a vehicle under the influence of alcohol or other controlled substance (except when controlled substance is used as prescribed).	Suspension (up to 30 working days) or Removal	Removal	
17. Malicious damage to Nation property including, but not limited to, graffiti, vandalism, etc.	Suspension (15 - 30 working days) or Removal	Removal	
18. Violation of any provision contained in Section XVII.E, Drugs and Alcohol in the Workplace	Referral to EAP and/or Suspension (15 - 30 working days) or Removal	Removal	
19. Failure to abide by policies and standards adopted in accordance with Section I.C	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
20. Endangering the physical well-being of any individual including, but not limited to, threats of, or actual violence.	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
21. Disclosing confidential Fort Defiance Chapter information to unauthorized person(s)	Suspension (up to 15 working days) or Removal	Suspension (up to 30 working days) or Removal	Removal
22. Misuse of Navajo Nation/Fort Defiance Chapter property or services	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
23. Insubordination, includes violation of any policy contained in this manual	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
24. Neglect of duty	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Removal
25. Unauthorized absence	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
26. Excessive absenteeism, including tardiness	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
27. Unsatisfactory work performance	Suspension (up to 10 working days)	Suspension (up to 30 working days) or Demotion	Demotion or Removal
28. Failure to complete performance evaluations as required	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
29. Performing activities for personal gain when on the job including, but not limited to, campaigning for political office while on official tour of duty	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
30. Mistreatment of any individual(s) which jeopardizes health or safety	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
31. False witness against employee(s)	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
32. Offer of employment by unauthorized personnel	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
33. Violation of safety regulations which endangers oneself or others	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
34. Possession of unauthorized weapon(s) in the workplace	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
35. Failure to comply with motor vehicle regulations including, but not limited to, use of a tribal/Fort Defiance Chapter vehicle for personal reasons	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
36. Creating discord among fellow employees leading to decreased productivity or a hostile working environment	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
37. Failure to treat the public or fellow employees with courtesy	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
38. Use of abusive or vulgar language and/or gestures	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Removal
39. Display of intoxication on the job (including use of restricted drugs not in conformance with a medical prescription)	Mandatory evaluation by Employee Assistance and Suspension (up to 30 working days) or Removal	Suspension (30 working days) or Removal	Removal
40. Habitual use of intoxicants to excess which affects job performance	Mandatory evaluation by Employee Assistance and Suspension (up to 30 working days) or Removal	Suspension (30 working days) or Removal	Removal

The Fort Defiance Chapter
P.O. Box 366
Fort Defiance, Arizona 86504
Phone: (928) 729-4352 / Fax: (928) 729-4353

Exhibit B

• EMPLOYMENT APPLICATION •

Name: _____ Phone #: _____
Address: _____ Date of Birth: _____
_____ Census #: _____
Marital Status: _____ SS#: _____
Emergency Contact: _____ Position Applying For: _____
Emergency Contact #: _____ Available to Work: _____
Navajo: ☐ Yes ☐ No Driver's License #: _____ State: _____ Exp: _____
Veteran: ☐ Yes ☐ No Fort Defiance Chapter Voter: ☐ Yes ☐ No
Verified by: _____
Are you related to anyone employed by the Fort Defiance Chapter: ☐ Yes ☐ No
If so, please state Name: _____ Position: _____
HAVE YOU BEEN CONVICTED OF A FELONY: ☐ Yes ☐ No If Yes, give date & reason: _____

Please List any Health Problems: _____

• EMPLOYMENT HISTORY •

EMPLOYER'S NAME & ADDRESS	DATES EMPLOYED	JOB TITLE
	FROM TO	
	TELEPHONE NUMBER	REASON FOR LEAVING
	IMMEDIATE SUPERVISOR	
JOB DESCRIPTION:		

EMPLOYER'S NAME & ADDRESS	DATES EMPLOYED	JOB TITLE
	FROM TO	
	TELEPHONE NUMBER	REASON FOR LEAVING
	IMMEDIATE SUPERVISOR	
JOB DESCRIPTION:		

EXHIBIT D

EMPLOYER'S NAME & ADDRESS	DATES EMPLOYED		JOB TITLE
	FROM	TO	
	TELEPHONE NUMBER		REASON FOR LEAVING
	IMMEDIATE SUPERVISOR		
JOB DESCRIPTION:			

• EDUCATION •

NAME & LOCATION OF HIGH SCHOOL	DATES ATTENDED		MAJOR / MINOR
	FROM	TO	
NAME & LOCATION OF COLLEGE/UNIVERSITY	DATES ATTENDED		MAJOR / MINOR
	FROM	TO	
NAME & LOCATION OF COLLEGE/UNIVERSITY	DATES ATTENDED		MAJOR / MINOR
	FROM	TO	
TECHNICAL/VOCATIONAL/BUSINESS SCHOOL	DATES ATTENDED		MAJOR / MINOR
	FROM	TO	

LIST ADDITIONAL JOB RELATED TRAINING: _____

• REFERENCES •

List three persons who are not related to you and who have definite knowledge of your qualifications for the position you are applying for.

NAME	ADDRESS	TELEPHONE NUMBER

THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. ANY MISREPRESENTATION OR OMISSION OF ANY FACT IN MY APPLICATION, OR ANY OTHER MATERIALS USED IN THE APPLICATION PROCESS, OR INFORMATION OFFERED DURING ANY INTERVIEWS, CAN BE JUSTIFICATION FOR REFUSAL OF EMPLOYMENT, OR IF EMPLOYED, TERMINATION FROM EMPLOYMENT WITH THE FORT DEFIANCE CHAPTER. MY SIGNATURE BELOW AUTHORIZES THE FORT DEFIANCE CHAPTER TO CONTACT ANY OF MY PRIOR EMPLOYERS FOR EMPLOYMENT PURPOSES.

I UNDERSTAND THAT I MAY BE SUBJECT TO A BACKGROUND CHECK, AND HEREBY AUTHORIZE THE FORT DEFIANCE CHAPTER TO INVESTIGATE MY BACKGROUND TO DETERMINE ANY AND ALL INFORMATION OF CONCERN AS TO MY RECORD, WHETHER SAME IS OF RECORD OR NOT, AND I RELEASE EMPLOYERS AND PERSONS NAMED IN MY APPLICATION FROM ALL LIABILITY FOR ANY DAMAGES ON ACCOUNT OF HIS/HER FURNISHING SAID INFORMATION.

ADDITIONALLY, YOU ARE HEREBY AUTHORIZED TO MAKE ANY INVESTIGATION OF MY PERSONAL HISTORY, EDUCATIONAL BACKGROUND, MILITARY RECORD, MOTOR VEHICLE RECORDS, CRIMINAL RECORDS AND CREDIT HISTORY THROUGH AN INVESTIGATIVE OR CREDIT AGENCY OR BUREAU OF YOUR CHOICE. I AUTHORIZE THE RELEASE OF THIS INFORMATION BY THE APPROPRIATE AGENCIES TO THE INVESTIGATING SERVICE.

SIGNATURE: _____ DATE: _____

THE FORT DEFIANCE CHAPTER PERSONNEL ACTION FORM

Employee Position I.D. No.

DPM USE ONLY

<input type="checkbox"/> Employment Notice		<input type="checkbox"/> Change Notice		<input type="checkbox"/> Termination Notice		Effective Date	
Last Name		First	Middle	Address		City/State/Zip Code	
Census Number		Marital Status		Sex	Date of Birth		Social Security Number
Division /Department		Department No.		Account Number		Worksite	
Position Title		Class Code		Grade Step		Hourly Rate	Per Annum
REMARKS:							
Employee Signature		Date		Type of Termination: <input type="checkbox"/> Resignation <input type="checkbox"/> Discharge <input type="checkbox"/> Layoff			
Department Acceptance		Date		Employee is responsible and accountable for the following:			
Department Release		Date		All Tribal monies/property during employment has been accounted for the Financial Services Department:			
Department of Personnel Management		Date		Cashiers _____ Accts. Rec. (Vets./Pers.) _____ Payroll Office _____ Accounts Receivable _____ Tribal Housing _____ Credit Services _____ Fleet Management _____ Property _____ Group Insurance _____ P-Card Section _____ Retirement Services _____			
Clearance by initial from each section/departments.							

**LOCAL GOVERNANCE SUPPORT CENTER-FT. DEFIANCE AGENCY
DIVISION OF COMMUNITY DEVELOPMENT
LEAVE REQUEST FORM**

THIS LEAVE REQUEST FORM MUST BE APPROVED BY THE IMMEDIATE SUPERVISOR (OR INDIVIDUAL DELEGATED) WELL IN ADVANCE OF THE REQUEST DATE OF LEAVE AND SUBMITTED TO THE AGENCY TIMEKEEPER WITH THE COMPLETED TIMESHEET

NAME: _____ EID# _____ DATE: _____

Beginning Date: ____/____/____ Ending Date: ____/____/____ PPE: ____/____/____

Time: _____ am/pm Time: _____ am/pm

ANNUAL: _____ hrs. SICK: _____ hrs. CT: _____ hrs. LWOP: _____ hrs.

NOTE: SICK LEAVE FOR THREE (3) DAYS OR MORE MUST BE ACCOMPANIED WITH MEDICAL STATEMENT.
SUPERVISOR(S) HAVE THE RIGHT TO REQUEST FOR AN MEDICAL APPOINTMENT SLIP

REASON: _____
_____ Initial of Staff Covering for you: _____

LEAVE BALANCE: Annual: _____ hrs. Sick: _____ hrs. C/T Earned: _____ hrs.

NOTE: WHEN USING CT HOURS, CT FORM MUST BE ATTACHED WITH APPROPRIATE SIGNATURE. IF NO CT FORM IS ATTACHED, HOURS WILL BE CHARGED TO ANNUAL LEAVE. TO ACCUMULATE CT HOURS MUST HAVE PRIOR APPROVAL BY SUPERVISOR, NO AFTER THE FACT.

____ Approved
____ Disapproved

Date: _____

IMMEDIATE SUPERVISOR

**LOCAL GOVERNANCE SUPPORT CENTER-FT. DEFIANCE AGENCY
DIVISION OF COMMUNITY DEVELOPMENT
LEAVE REQUEST FORM**

THIS LEAVE REQUEST FORM MUST BE APPROVED BY THE IMMEDIATE SUPERVISOR (OR INDIVIDUAL DELEGATED) WELL IN ADVANCE OF THE REQUEST DATE OF LEAVE AND SUBMITTED TO THE AGENCY TIMEKEEPER WITH THE COMPLETED TIMESHEET

NAME: _____ EID# _____ DATE: _____

Beginning Date: ____/____/____ Ending Date: ____/____/____ PPE: ____/____/____

Time: _____ am/pm Time: _____ am/pm

ANNUAL: _____ hrs. SICK: _____ hrs. CT: _____ hrs. LWOP: _____ hrs.

NOTE: SICK LEAVE FOR THREE (3) DAYS OR MORE MUST BE ACCOMPANIED WITH MEDICAL STATEMENT.
SUPERVISOR(S) HAVE THE RIGHT TO REQUEST FOR AN MEDICAL APPOINTMENT SLIP

REASON: _____
_____ Initial of Staff Covering for you: _____

LEAVE BALANCE: Annual: _____ hrs. Sick: _____ hrs. C/T Earned: _____ hrs.

NOTE: WHEN USING CT HOURS, CT FORM MUST BE ATTACHED WITH APPROPRIATE SIGNATURE. IF NO CT FORM IS ATTACHED, HOURS WILL BE CHARGED TO ANNUAL LEAVE. TO ACCUMULATE CT HOURS MUST HAVE PRIOR APPROVAL BY SUPERVISOR, NO AFTER THE FACT.

____ Approved
____ Disapproved

Date: _____

IMMEDIATE SUPERVISOR

FORT DEFIANCE CHAPTER

PUBLIC EMPLOYMENT PROJECT SUMMER YOUTH EMPLOYMENT POLICIES AND PROCEDURES

I. PURPOSE

The purpose of the Public Employment Project AND Summer Youth Employment Policies and Procedures is to provide guidance to Fort Defiance Chapter Administration in administering Public Employment Project AND Summer Youth Employment funds. The Navajo Nation appropriates these funds to:

- A. Provide short-term employment for chapter residents to work on prioritized chapter projects.
- B. Reduce the unemployment rate at the chapter level, and
- C. Provide on-the-job training to selected chapter residents, so they may obtain permanent employment with non-chapter employers.
- D. Provide employment to school age children in high school and college level interns.

II. DEFINITIONS

- A. "Chapter Administration" means the employee of the chapter, which includes, but is not limited to, the Chapter Manager and Office Specialist.
- B. "Chapter Manager" means a chapter employee who performs the duties and responsibilities prescribed under Title 26 N.N.C. 1004 (B), 1004(C), and 2003(B), whom is referred to as Community Service Coordinator.
- C. "Local Governance Act" means 26 N.N.C. 1-2005.
- D. "Participants" mean registered chapter members participating in chapter Public Employment Projects.

III. SELECTING, APPROVING, EXTENDING, ACCOUNTING, EMPLOYING AND POSTING REQUIREMENTS

- A. The Fort Defiance Chapter has discretion in selection of the Public Employment Project ("PEP") AND Summer Youth Employment Project (SYETP) to pursue, subject only to applicable tribal laws. The chapter has the discretion to determine the length of each project and when to begin.
- B. The projects shall be budgeted in the current fiscal year operating budget, which shall be approved by the community before the start of each Fiscal Year.
- C. Selected projects shall be completed within the quarter, the housing renovation crew is hired, and/or an extension shall be determined, if an extension is budgeted, or if not budget need approval by Chapter President and Chapter Manager, and forward to Chapter meeting for approval by the chapter membership.

EXHIBIT E/F

- D. The chapter administration shall make proper accounting and bookkeeping entries for all PEP AND SYETP allocations for each Fiscal Year, to the PEP AND SYETP Fund Accounts.
- E. For each project, the chapter administration may employ participants, according to the approved Operating budget.
- F. The Chapter Administration may not hire two (2) or more members of the same household under the Public Employment Project.
- G. The chapter administration shall develop an exact job description for each of its participants.
- H. Due to insurance liabilities, no one other than the selected participant(s) may work on Chapter projects.
- I. The Chapter Administration shall select a Housing Renovation Supervisor and skilled Laborers, and participants based on experience, skill, and qualifications for the designated project(s). The chapter can utilize the Navajo Nation pay scales or chapter pay scales where they exist, to pay the employees appropriate wages.
- J. The Chapter Manager may replace participants, due to consecutive days of absences from work, and/or drinking on the job.
- K. The Navajo Preference in Employment Act, as amended, is binding on the selection, hiring, and all other aspects of the employment process at the local chapter.
- L. Participants shall not work more than eight (8) hours per day, 40 hours per week, or 80 hours bi-weekly, per pay period. The Chapter Manager can work with the employees to make up hours missed or utilized as Compensatory Time to be used at a later date, but under this condition, has to be pre-approved by Chapter Manager, and usually only in emergency situation.
- M. For each project, the chapter administration shall post advertisement that the chapter is accepting applications for a certain position(s). That notice shall be made available two (2) weeks in advance and may be carried out as follows:
 - 1. By posting on the chapter bulletin board(s).
 - 2. By posting in public and/or business sites within the area.
 - 3. By other means the chapter deems appropriate.

IV. PARTICIPANT QUALIFICATIONS AND EMPLOYMENT NOTICES

- A. Adult participants, over 18 years of age, shall be registered voters of the chapter, which will be verified through Elections Administration Office.
- B. Community Youth (non-registered voters) participants between the ages of fourteen (14) and seventeen (17) are eligible but the following conditions shall be met:
 - 1. The applicable Child Labor Laws of Arizona is complied with.
 - 2. Parental consent is obtained using a standard consent form, prior to the date of employment. (See sample form attached hereto as Attachment A).
 - 3. There is no work-related travel.
 - 4. The youth are under close supervision at all times and do not work in hazardous occupations.
 - 5. The Navajo Occupational Safety and Health Administration (NOSHA) have assured that the working conditions and environment be safe.

V. PROJECT APPLICATION AND PROCEDURES

- A. For each project, the chapter administration shall properly complete an employment packet consisting of: Personnel Action Form, Project Description, Employee Earnings Record, current W-4, participant's employment application, copy of social security card, and Photo Identification card. The chapter administration shall file the packet in a labeled folder in the participant's name and filed in the Personnel File section cabinet in the Chapter Manager's office under lock and key. All documents shall be complete and finalized prior to commencing the project.
- B. The Personnel Action Form shall include:
 - 1. The name of the Participant and Social Security number
 - 2. Date of birth and address
 - 3. The name of the project supervisor
 - 4. The project location
 - 5. The projects start and end dates
 - 6. The total number of project days
 - 7. The Fund Account to be utilized
- C. Project Description: This should include a description of the benefits to be derived from the project, the tasks to be performed under the project, the resources required for the project, the project readiness, a description of how the project will be monitored, and a description of any alternate projects the crew will work on should they finish before the designated date of completion.

VI. PAYROLL, TIMESHEETS, AND DEDUCTIONS

- A. Submission of timesheets for payroll processing, participants will be compensated until the third week of work, but will be paid out for only the first two weeks. The Supervisor shall submit to the chapter administration, weekly progress reports, and daily sign-in sheets.
- B. The chapter administration shall check and verify the hours worked. Timesheets (see sample form attached hereto as Attachment C), will be created for each participants, hours worked will acknowledged by employee with signature and Chapter Manager's signature for processing approval.
- C. Upon approval by Chapter Manager, the chapter administration shall prepare the payroll journal; indicating the gross pay with hourly rate, the proper deductions to withhold FICA, Medicaid, and Federal Income Tax expenses and net pay for the participants. At this point, a Fund Approval Form and timesheet attached, will be completed, to process a payroll check.
- D. After payroll checks are processed, the Chapter Manager and Secretary/Treasurer shall sign the checks and if the Secretary/treasurer is not available, the Chapter Manager and Chapter President shall sign the checks.
- E. Payroll checks shall be distributed according to the payroll schedules as set by the chapter administration.
- F. Payroll checks may be dispensed to the participant payee only, unless the participant payee has signed a written authorization designating another person to pick up the check(s).

- a. At the end of each month and/or quarter, or as instructed by the Internal Revenue Service, the chapter administration shall process payment to IRS for the payroll tax deductions.
- b. By the dates set by the federal and state agencies, the chapter administration shall pay the federal and state taxes.
- c. By the end of each calendar year, the chapter administration shall issue W-2's to the participants who worked during the year, and shall submit W-3's to the Social Security Administration, which needs to be processed by the 31st of January.

VII. EXPENDITURE REPORTING

- A. At the end of payroll processing, the Chapter administration shall post all the transactions to the proper fund accounts: general ledgers and subsidiaries for expense. Update the Employee Earnings Record and file the stapled copy of the original Payroll Journal and Sign-In Sheet to the Fiscal Year's Payroll Journal folder. The timesheet attached to the Fund Approval Form shall be filed in the Employee's Personnel File for its records.
- B. At the end of each quarter, the chapter administration shall prepare a written report which includes the number & types of projects completed, and numbers of workers employed for the quarter and submit the report to the Chapter membership.

VII. OVERSIGHT

- A. The Chapter Manager shall have the day-to-day oversight responsibility for the administration of all Public Employment Project and SYEPT activities carried out by the chapter.
- B. The Local Governance Support Center shall have expenditure oversight and ensure that allocations are expended in accordance with Navajo Nation laws.
- C. The Transportation and Community Development Committee of the Navajo Nation Council shall have the oversight responsibility for the operation of the Public Employment Project and the Local Governance Support Center's activities.

IX. AMENDMENTS

These policies and procedures may be amended by the Fort Defiance Chapter membership through a duly called Chapter meeting.

FT. DEFIANCE CHAPTER**INSTRUCTIONS FOR COMPLETING POSITION CLASSIFICATION
QUESTIONNAIRE**

This questionnaire seeks basic information about your position and will be used to determine the classification of your position. Therefore, please be as clear and accurate as possible and fill out the questionnaire completely.

The classification of position is not based on how well you perform your work, how qualified you are or how long you have been employed. **The position, not the individual, is classified.** The information is to cover only the duties and responsibilities of your position. Please keep this in mind when completing the questionnaire.

This form is to be completed by you in your own words. Your supervisor will review your Position classification questionnaire to determine the completeness and accuracy of statements, and on a separate attached sheet may clarify or give additional information concerning your duties and responsibilities.

First, prepare your answers in rough draft on a separate sheet of paper. When you are sure that your answers are complete and accurate, have the questionnaire typed and returned for your signature or carefully and legible copy the information onto the questionnaire, and then give the completed questionnaire to your supervisor. If you need additional space, extra pages may be attached; they should be identified with your name and department.

If there are several position performing identical duties and reporting to the same immediate supervisor, a "composite" description of duties may be completed for item 16. The composite should be reviewed and signed by each individual and all questionnaires stapled together.

For any vacant position, the immediate supervisor, or someone extremely knowledgeable about the position should complete a Position Classification Questionnaire.

FORT DEFIANCE CHAPTER POSITION CLASSIFICATION QUESTIONNAIRE

Position Number: _____ Date of Request: _____

Payroll Title: _____ Program / Office: _____

Worksite: _____ Program Phone #: _____

Type of Classification Requested:

() Classification of New Position () Reclassification of Existing Position

Current classification: _____ Assigned Grade: _____

Supervisor's Recommendation:

Type of Position(s): () Permanent () Temporary () Other _____

Account Number: _____

I () DO, () DO NOT RECOMMEND THIS RECLASSIFICATION AND () DO, () DO NOT CERTIFY THAT FUND ARE AVAILABLE TO FINANCE INCREASED COST(S) FOR THIS FISCAL YEAR WITHOUT ADDITIONAL LEGISLATIVE APPROPRIATIONS.

Chapter manager / Chapter President

Date

ALL PCQ'S MUST BE ACCOMPANIED BY A CURRENT ORGANIZATIONAL CHART, WHICH DEPICTS ALL THE POSITIONS WITH LINES OF AUTHORITY. THIS IS IMPORTANT IN DETERMINATING THE RELATIONSHIP OF THE POSITION TO OTHER WITHIN THE ORGANIZATION.

FOR OFFICE USE ONLY

() No change—See Attached Report

() Allocated to: _____ Class Code: _____ Grade: _____

() Other actions or comments:

Chapter Manager / Chapter President

Date

FT. DEFIANCE CHAPTER POSITION CLASSIFICATION QUESTIONNAIRE

INFORMATION ON THIS FORM WILL BE USED TO HELP CLASSIFY OR SET THE PAY FOR YOUR JOB. FILL OUT COMPLETELY. PLEASE TYPE INFORMATION

1. Name: _____ 2. Department: _____
3. Payroll Title: _____ 4. Work Address: _____
5. Working Title: _____ 6. Rate of Pay: \$ _____ per _____ (hour/annum)
7. Work Hours: (a) Basic work week _____ (b) Shift schedule (days and hours) _____
8. Immediate supervisor: _____

(Name)	(Payroll Title)
<p>9. I directly supervise the following employees:</p> <p>Name: _____ Payroll Title: _____</p>	<p>10. I supervise through subordinates (show numbers & titles only):</p> <p>Name: _____ Payroll Title: _____</p>

11. List any computers, equipment, office appliances, or motor vehicles you are required to use in doing your job. Indicate whether use is occasional, frequent or constant.

<p>12. Indicate any license, registration, or certificates required for your job:</p> <p>_____</p> <p>_____</p>	<p>13. For office position only:</p> <p>Amount of time performed:</p> <p>Typing _____ % Word Processing _____ %</p>
---	---

CERTIFICATE OF EMPLOYEE

14. I certify that the answers to all questions are my own and that to the best of my knowledge they are complete and correct.

Date: _____

Signed: _____

CERTIFICATE OF IMMEDIATE SUPERVISOR

15. a. Indicate below:

- ☐ I concur entirely with employee's statement
- ☐ See attached memo for comments
- ☐ Contact me for further information, if necessary

What do you consider to be minimum qualification for this position:

- ☐ Education _____
- ☐ Experience: (# of years) _____
- ☐ Special skills / knowledge _____

Signed _____

Payroll Title: _____

Effective October 1, 2010

THE NAVAJO NATION Salary Schedule "R"

STEP > GRADE	A HOURLY RATE	B HOURLY RATE	C HOURLY RATE	D HOURLY RATE	E HOURLY RATE	F HOURLY RATE	G HOURLY RATE	H HOURLY RATE	I HOURLY RATE	J HOURLY RATE	K HOURLY RATE	L HOURLY RATE
51	5.99	6.16	6.35	6.53	6.74	6.93	7.14	7.35	7.58	7.80	8.03	8.29
52	6.51	6.73	6.92	7.13	7.33	7.57	7.79	8.02	8.28	8.52	8.76	9.04
53	7.12	7.32	7.54	7.77	7.99	8.25	8.50	8.74	9.01	9.27	9.55	9.86
54	7.75	7.97	8.23	8.46	8.71	8.99	9.25	9.53	9.82	10.11	10.42	10.73
55	8.44	8.69	8.96	9.22	9.50	9.79	10.08	10.39	10.70	11.02	11.35	11.69
56	9.20	9.48	9.76	10.05	10.35	10.66	10.99	11.32	11.64	12.00	12.36	12.73
57	10.03	10.33	10.64	10.96	11.29	11.61	11.96	12.33	12.69	13.10	13.47	13.88
58	10.93	11.26	11.58	11.92	12.30	12.66	13.05	13.44	13.85	14.27	14.70	15.14
59	11.90	12.28	12.64	13.01	13.42	13.83	14.23	14.68	15.12	15.57	16.04	16.51
60	12.96	13.35	13.75	14.15	14.59	15.02	15.49	15.95	16.43	16.91	17.42	17.94
61	14.13	14.55	14.99	15.45	15.92	16.38	16.88	17.38	17.90	18.44	19.00	19.58
62	15.42	15.87	16.36	16.85	17.34	17.86	18.40	18.94	19.52	20.11	20.61	21.22
63	16.80	17.28	17.81	18.35	18.89	19.47	20.05	20.56	21.16	21.80	22.45	23.14
64	18.31	18.83	19.40	20.01	20.62	21.11	21.76	22.40	23.08	23.76	24.49	25.23
65	19.96	20.55	21.06	21.70	22.35	23.01	23.72	24.43	25.14	25.91	26.68	27.47
66	21.64	22.29	22.95	23.67	24.35	25.09	25.85	26.61	27.42	28.23	29.09	29.96
67	23.59	24.28	25.01	25.78	26.54	27.35	28.17	29.03	29.89	30.76	31.70	32.65
68	25.71	26.48	27.30	28.11	28.97	29.82	30.71	31.64	32.59	33.57	34.57	35.61
69	28.02	28.86	29.74	30.63	31.56	32.49	33.45	34.48	35.50	36.56	37.68	38.80
70	30.56	31.45	32.41	33.38	34.44	35.43	36.48	37.59	38.72	39.87	40.86	42.09
71	33.31	34.29	35.33	36.39	37.49	38.61	39.77	40.95	41.99	43.23	44.53	45.87
72	36.30	37.38	38.50	39.65	40.86	41.88	43.14	44.42	45.77	47.42	48.54	50.00
73	39.56	40.77	41.77	43.04	44.33	45.65	47.02	48.43	49.88	51.36	52.93	54.50
74	42.92	44.22	45.52	46.90	48.32	49.76	51.26	52.79	54.39	56.03	57.71	59.44
75	46.79	48.17	49.63	51.13	52.66	54.24	55.86	57.53	59.27	61.05	62.87	64.75
76	50.99	52.54	54.10	55.74	57.39	59.12	60.90	62.74	64.60	66.55	68.53	70.60
77	55.58	57.27	58.98	60.75	62.56	64.45	66.38	68.38	70.43	72.53	74.72	76.95

The Navajo Nation
EMPLOYEE PERFORMANCE APPRAISAL FORM
for Exempt Employees

NAME: _____ SSN: _____ NEW EMPLOYEE ☐ ANNUAL APPRAISAL ☒ OTHER (Specify) ☐
 DEPT # 133 DEPT. NAME Local Governance Support Center APPRAISAL PERIOD _____ TO _____

PART I. REVIEW OF PROGRESS TOWARD MEETING SPECIFIED OBJECTIVES

OBJECTIVES (As defined by the supervisor and acknowledged by the employee)	WEIGHT	RATING
1. Ensure the full implementation of the Chapter's Five Management System (Fiscal, Personnel, Procurement, Property and Record Management) in accordance to the policy and procedures, and the chapter goals and objectives by the end of FY2008. Including the In-House Policies and to exercises supervisory control and guidance on daily basis of overall chapter employees engaged in their prescribed duties and responsibilities.	<input checked="" type="checkbox"/> Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
2. Able to implement and administer an accounting system (Budgeting, Cash Receipts, Petty Cash, Cash Disbursements, Bank Reconciliation, Bank Accts., General Fixed Asset, Chart of Accts., Payroll, Taxes/Liabilities, Travel, Resale Inventory, Financial assistance, Financial Statements, and Audit Requirements) to adequately account and safeguard for all financial resources that meet all Navajo Nation regulatory requirements (daily, weekly, monthly or quarterly) such as chapter FMS and Accounting, Coordination, Reporting and Monitoring Policy. As custodian of chapter management and responsibilities to prevent misuse of chapter funds or assets.	<input checked="" type="checkbox"/> Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
3. Able to implement a procurement control system (good/services) that is capable to ensure the most cost effectiveness of allocated funds and adheres to the guidelines established in the Conditions of Appropriations and NN Procurement Act.	<input type="checkbox"/> Check one <input type="checkbox"/> Critical <input checked="" type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
4. Able to implement a property management system (Property Acquisition, Identification, Classification/Records, Physical Inventory, Lost/Stolen or Damaged Property, Maintenance and Storage, Rental & Utilization of Chapter Property, Property & Equipment Insurance and Property Disposition) to govern the accounting of all chapter property and records through the maintenance of inventory procedures for financial reporting (daily or yearly).	<input type="checkbox"/> Check one <input type="checkbox"/> Critical <input checked="" type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>

RATING SUPERVISOR COMMENTS:

**OVERALL
RATING ON
MEETING
OBJECTIVES
PART I.**

Circle one
 5 Outstanding
 4 Significantly exceeds standards
 3 Meets standards
 2 Does not fully meet standards
 1 Unsatisfactory

ADDITIONAL OBJECTIVES MAY BE DEVELOPED (USE SUPPLEMENTAL FORM - PAGE 5)

Definitions:

5 - OUTSTANDING

Regularly makes exceptional contributions that have a materially positive impact on department, accomplishments are unique, exceptional and significant. Consistently exceeds all job

4 - SIGNIFICANTLY EXCEEDS STANDARDS 3 - MEETS STANDARDS

Frequently exceeds performance expectations/ objectives, accomplishments are clearly and frequently above what is required.

Consistently meets job standards and may occasionally exceed performance expectations or objectives. Consistently performs in a reliable and professional manner.

2 - DOES NOT FULLY MEET STANDARD 1 - UNSATISFACTORY

Has not consistently met job requirements and occasionally demonstrates unsatisfactory performance. May have the ability to complete most assignments, however, immediate improvement is necessary.

Consistently performs in an unsatisfactory manner. Employee does not meet most established performance requirements.

CRITICAL: Must be met or exceeded for program to meet its objective

MAJOR: Must be met for individual to be effective

SECONDARY: Should be met but will not preclude individual/program effectiveness

NAME: _____				
PART II REVIEW OF PROGRESS TOWARD MEETING STANDARDS OF PERFORMANCE - EXEMPT				
PLANNING & ORGANIZING: Consider planning and organization skills, priorities, time usage, short and long term planning.				
Exceptional planning and organization, sets priorities, encourages and promotes optimal use of time, schedules activities, sets and maintains timelines.	Plans and organizes very well, consistently sets priorities, use of time is very good, consistently sets and maintains timelines.	Good planning and organization skills. Good use of time, will generally set and maintain timelines.	Planning and organizing need improvement, use of time not very efficient, does not always set or maintain timelines for activities.	Fails to adequately plan and organize, inefficient use of time, fails to set or maintain any timelines for activities.
5	4	3	2	1
COMMENTS: _____				
JUDGMENT: Consider ability to understand consequences, options, level of difficulty, and results of decision making.				
Outstanding judgment, considers alternatives, consistently makes timely and correct decisions even on complex matters.	Very good judgment, considers alternatives, makes timely and correct decisions in most situations that do not involve complex issues.	Good judgment, usually considers alternatives, requires some assistance with decision making.	Seldom applies good judgment. Often does not consider alternatives, usually requires supervision in making decisions.	Judgment often wrong or ineffective. Will not consider alternatives, fails to make timely or correct decisions. Work has to be corrected.
5	4	3	2	1
COMMENTS: _____				
DEPENDABILITY: Consider both attendance and punctuality in following through on assigned schedule of work hours.				
Outstanding attendance and punctuality.	Very good attendance and punctuality, can be counted on to be on the job and ready to work on time.	Good attendance and punctuality, usually can be relied on to be on the job and ready to work.	Frequently absent from work and/or tardy, inconsistent in being on the job and ready to work.	Attendance is poor, consistently takes extended breaks and/or lunch, fails to be on the job and ready to work.
5	4	3	2	1
COMMENTS: _____				
JOB KNOWLEDGE: Consider understanding of principles, methods, and processes used; experience and training to handle job competently.				
Thoroughly informed. Knows all aspects of job.	Well informed, seldom needs assistance or guidance on job duties and responsibilities.	Knowledge sufficient to perform primary job duties and responsibilities.	Knowledge is not sufficient to do job well. Frequently requires assistance or guidance on job duties and responsibilities.	Not informed or knowledgeable to do job. Requires constant assistance and guidance on duties and responsibilities, limited to simplest duties.
5	4	3	2	1
COMMENTS: _____				
QUALITY OF WORK: Consider work free of errors, ability to detect errors, consistent conformance to specification.				
Work consistently exceeds requirements. Very few errors.	Displays skill. Usually exceeds requirements. Few errors.	Usually does a satisfactory job. Quality meets standards.	Sometimes makes too many mistakes. Work needs checking.	Unsatisfactory, does not meet requirements. Work consistently has too many mistakes and is often incomplete.
5	4	3	2	1
COMMENTS: _____				

NAME: _____				
PART II. (Continued) REVIEW OF PROGRESS TOWARD MEETING STANDARDS OF PERFORMANCE- EXEMPT				
PRODUCTIVITY: Consider consistency, follow through on projects/tasks, timeliness, adherence to schedules. Ability to work without constant supervision.				
Assignments consistently accurate, complete, on time, requires little to no supervision, finds other work to do.	Completes most assignments accurately and on time, minimum supervision required, asks for other work to do.	Completes assignments satisfactorily, efficient use of time, some supervision required.	Very little productivity, at times requires additional supervision, work must be assigned.	Rarely completes assignments, wastes time, requires constant supervision.
5	4	3	2	1
COMMENTS: _____				
TEAMWORK/ COOPERATION WITH OTHERS: Consider sharing information & resources, developing effective working relationships, developing consensus, managing conflict, etc.				
Takes initiative, goes all out to cooperate with others, helps co-workers.	Promotes cooperation, good team worker.	Works smoothly with others, follows suggestions to help.	Does not always promote cooperation, sometimes has difficulty working with others, has to be directed to help.	Uncooperative, does not work well with others, often creates conflict.
5	4	3	2	1
COMMENTS: _____				
ADAPTABILITY: Consider ability and quickness to learn, adjust and apply techniques to assignments and situations.				
Learns very rapidly, highly adaptable and responds positively to change.	Consistently able to grasp new ideas and retain information, adapts and responds well to change.	Adjusts to change with minimum difficulty, generally grasps new ideas and retains information.	Slow to adapt to new situations or tasks, often does not grasp or is forgetful of assignments.	Not adaptable to new methods or duties, fights change.
5	4	3	2	1
COMMENTS: _____				
ADDITIONAL FACTOR:				
5	4	3	2	1
COMMENTS: _____				
SUPERVISOR COMMENTS: <u>Part I and II</u> <i>In accordance to the EPAF objectives, performance has been beyond reproach. Skill and experience is apparent in her personality and attitude. job knowledge has done an excellent job thus far with an overall rating of</i> ADDITIONAL OBJECTIVES MAY BE DEVELOPED (USE SUPPLEMENTAL FORM - PAGE 3) <i>Significantly exceeds standards.</i>				
OVERALL RATING ON MEETING STANDARDS OF PERFORMANCE PART II. Circle one: 5 Outstanding 4 Significantly exceeds standards 3 Meets standards 2 Does not fully meet standards 1 Unsatisfactory				
OVERALL RATING (For Part I. and Part II. Combined)				
OUTSTANDING	SIGNIFICANTLY EXCEEDS STANDARDS	MEETS STANDARDS	DOES NOT FULLY MEET STANDARDS	UNSATISFACTORY
5	4	3	2	1
COMMENTS: _____				

The Navajo Nation
EMPLOYEE PERFORMANCE APPRAISAL FORM
 for Non-Exempt Employees

NAME: _____ SSN: _____ NEW EMPLOYEE ☐ ANNUAL APPRAISAL ☐ OTHER (Specify) ☐

DEPT # _____ DEPARTMENT NAME _____ APPRAISAL PERIOD _____ TO _____

PART I
OBJECTIVES **REVIEW OF PROGRESS TOWARD MEETING SPECIFIED OBJECTIVES**
 (As defined by the supervisor and acknowledged by the employee)

	WEIGHT	RATING
1.	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 Outstanding 4 Significantly exceeds standards 3 Meets standards 2 Does not fully meet standards 1 Unsatisfactory
2.	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 Outstanding 4 Significantly exceeds standards 3 Meets standards 2 Does not fully meet standards 1 Unsatisfactory
3.	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 Outstanding 4 Significantly exceeds standards 3 Meets standards 2 Does not fully meet standards 1 Unsatisfactory
4.	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 Outstanding 4 Significantly exceeds standards 3 Meets standards 2 Does not fully meet standards 1 Unsatisfactory

SUPERVISOR COMMENTS:	OVERALL RATING ON MEETING OBJECTIVES	Circle one
		5 Outstanding
		4 Significantly exceeds standards
		3 Meets standards
		2 Does not fully meet standards
		1 Unsatisfactory

ADDITIONAL OBJECTIVES MAY BE DEVELOPED (USE SUPPLEMENTAL FORM - PAGE 5)

Definitions:

5 - OUTSTANDING

Regularly makes exceptional contributions that have a materially positive impact on department, accomplishments are unique, exceptional and significant. Consistently exceeds all job requirements.

4 - SIGNIFICANTLY EXCEEDS STANDARDS

Frequently exceeds performance expectations/ objectives, accomplishments are clearly and frequently above what is required.

3 - MEETS STANDARDS

Consistently meets job standards and may occasionally exceed performance expectations or objectives. Consistently performs in a reliable and professional manner.

2 - DOES NOT FULLY MEET STANDARDS

Has not consistently met job requirements and occasionally demonstrates unsatisfactory performance. May have the ability to complete most assignments, however, immediate improvement is necessary.

1 - UNSATISFACTORY

Consistently performs in an unsatisfactory manner. Employee does not meet most established performance requirements.

CRITICAL: Must be met or exceeded for program to meet its objective

MAJOR: Must be met for individual to be effective

SECONDARY: Should be met but will not preclude individual/program effectiveness

EMPLOYEE PERFORMANCE APPRAISAL FORM

NAME: _____

Non-Exempt Employees

PART II

REVIEW OF PROGRESS TOWARD MEETING STANDARDS OF PERFORMANCE

QUALITY OF WORK:

Consider work free of errors, ability to detect errors, consistent conformance to specification.

Work consistently exceeds requirements. Very few errors.

Displays skill. Usually exceeds requirements. Few errors.

Usually does a satisfactory job. Quality meets standards.

Sometimes makes too many mistakes. Work needs checking.

Unsatisfactory, does not meet requirements. Work consistently has too many mistakes and is often incomplete.

5

4

3

2

1

COMMENTS: _____

PRODUCTIVITY:

Consider consistency, follow through on projects/tasks, timeliness, adherence to schedules. Ability to work without constant supervision.

Assignments are complete, accurate, on time, finds other work to do, requires little to no supervision

Completes most assignments accurately and on time, asks for other work to do, minimum supervision.

Completes assignments satisfactorily, efficient use of time, some supervision required.

Very little productivity, at times requires additional supervision, work must be assigned.

Rarely completes assignments, wastes time, requires constant supervision.

5

4

3

2

1

COMMENTS: _____

TEAM WORK/ COOPERATION WITH OTHERS:

Consider sharing information & resources, developing effective working relationships, developing consensus, managing conflict, etc.

Takes initiative, goes all out to cooperate with others, helps co-workers.

Promotes cooperation, good team worker.

Works smoothly with others, follows suggestions to help.

Does not always promote cooperation, sometimes has difficulty working with others, has to be directed to help.

Uncooperative, does not work well with others, often creates conflict.

5

4

3

2

1

COMMENTS: _____

ADAPTABILITY:

Consider ability and quickness to learn, adjust and apply techniques to assignments and situations.

Learns rapidly, highly adaptable and responds positively to change.

Consistently able to grasp new ideas and retain information, adapts and responds well to change.

Adjusts to change with minimum difficulty, generally grasps new ideas and retains information.

Slow to adapt to new situations or tasks, often does not grasp or is forgetful of assignments;

Not adaptable to new methods or duties, fights change.

5

4

3

2

1

COMMENTS: _____

NAME: _____

PART II (Continued)

REVIEW OF PROGRESS TOWARD MEETING STANDARDS OF PERFORMANCE - NON-EXEMPT

DEPENDABILITY: Consider both attendance and punctuality in following assigned schedule of work hours.

Outstanding attendance & punctuality.

Very good attendance and punctuality. Can be counted on to be on the job and ready to work on time.

Good attendance and punctuality. Usually can be relied on to be on the job and ready to work.

Frequently absent from work and/or tardy, inconsistent in being on the job and ready to work.

Attendance is poor, consistently takes extended breaks and/or lunch, fails to be on the job and ready to work.

5

4

3

2

1

COMMENTS: _____

JOB KNOWLEDGE: Consider understanding of principles, methods, and processes used; experience and training to handle job competently.

Thoroughly informed. Knows all aspects of job.

Well informed, seldom needs assistance or guidance on job duties and responsibilities.

Knowledge sufficient to perform primary job duties and responsibilities.

Knowledge is not sufficient to do job well, frequently requires assistance or guidance on job duties and responsibilities.

Not informed or knowledgeable to do job, requires constant assistance and guidance, limited to simplest duties.

5

4

3

2

1

COMMENTS: _____

COMMUNICATION: Consider skills & abilities required to effectively exchange oral and/or written information. This includes, providing information to clients, preparing written reports, correspondence, and conducting presentations and/or meetings.

Written and oral communication skills are exceptional.

Communication skills are very good, written reports, correspondence are accurate and concise, communicates well with supervisors, employees and the public.

Good communication skills - reports, correspondence with few errors, good communication with others.

Requires guidance and assistance with communication skills, frequent mistakes in reports, correspondence; some complaints from the public.

Requires constant guidance on communication skills and monitoring of reports, correspondence; frequent complaints from the public.

5

4

3

2

1

COMMENTS: _____

OTHER FACTOR: _____

5

4

3

2

1

COMMENTS: _____

OVERALL RATING ON STANDARDS OF PERFORMANCE:

OUTSTANDING

SIGNIFICANTLY
EXCEEDS
STANDARDSMEETS
STANDARDSDOES NOT FULLY
MEET STANDARDS

UNSATISFACTORY

5

4

3

2

1

COMMENTS: _____

EMPLOYEE PERFORMANCE APPRAISAL FORM - NON-EXEMPT

NAME: _____

PART III EMPLOYEE STATEMENT (OPTIONAL - Additional sheets of paper may be used)

PART IV SIGNATURES

I hereby acknowledge that this Performance Appraisal form has been reviewed with the employee and that performance objectives have been established for the next appraisal period.

Supervisor (Type or Print)

Title

Signature

Date

I hereby acknowledge that this Performance Appraisal has been reviewed with me and I also understand that signing this Appraisal form does not necessarily imply agreement with the content.

Employee (Type or Print)

Title

Signature

Date

Reviewing Official (Type or Print)

Title

Signature

Date

SUPPLEMENTAL - PERFORMANCE OBJECTIVES- NON-EXEMPT

Name _____

5	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
6	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
7	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets Standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
8	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>
9	Check one <input type="checkbox"/> Critical <input type="checkbox"/> Major <input type="checkbox"/> Secondary	Circle one 5 <u>Outstanding</u> 4 <u>Significantly exceeds standards</u> 3 <u>Meets standards</u> 2 <u>Does not fully meet standards</u> 1 <u>Unsatisfactory</u>

10 COMMENTS:

FORT DEFIANCE CHAPTER

EMPLOYEE PAYROLL ADVANCE FORM

Employee Name: _____

Social Security #: _____

Amount Requesting: _____

Purpose of Requesting Payroll Advance: _____

Payback Schedule: _____

I agree to backpay my payroll advance, by selecting my own payback schedule to the Chapter.
 Should I resign without full payment, will be deducted out of my final payroll check

 Employee Signature

 Date

() Approved

() Disapproved

 Chapter Manager

 Date

***** Accounting Department Only *****

Payroll Adjustment

Payments According to Payback Schedule

Pymt Amt.	_____	Date Paid	_____
Pymt Amt.	_____	Date Paid	_____
Pymt Amt.	_____	Date Paid	_____
Pymt Amt.	_____	Date Paid	_____
Pymt Amt.	_____	Date Paid	_____

LOCAL GOVERNANCE SUPPORT CENTER - FORT DEFIANCE AGENCY
Division of Community Development
Monthly In-House Compensatory Earned
Fiscal Year 2012

Name: _____

Month of: _____

Chapter: Fort Defiance[illegible]

I hereby acknowledge that information provided is true and accurate to the best of my knowledge.

Name: _____
Employee Signature

Date: _____



Arizona New Hire Reporting Form

Mail completed form to: Arizona New Hire Reporting Center
PO Box 25638
Phoenix, AZ 85002

Or fax completed form to: 602-340-0669
1-888-282-0502 toll-free fax

EMPLOYER INFORMATION

Federal Employer Identification Number (FEIN): _____
(Please use the same FEIN for which listed employees' quarterly wages will be reported under.)

Employer Name: _____

Address: _____
(Please indicate the address where the Income Withholding Order will be sent.)

City: _____ State: _____ Zip Code: _____ +4: _____

Complete one entry for each new employee

EMPLOYEE INFORMATION

Social Security Number: _____

Employee First Name: _____ Middle: _____

Employee Last Name: _____

Employee Address: _____

City: _____ State: _____ Zip Code: _____ +4: _____

EMPLOYEE INFORMATION

Social Security Number: _____

Employee First Name: _____ Middle: _____

Employee Last Name: _____

Employee Address: _____

City: _____ State: _____ Zip Code: _____ +4: _____

For information please visit our web-site at www.az-newhire.com
or call us at 602-340-0555 or toll-free at 1-888-282-2064

The Arizona New Hire Reporting Center is an authorized agent of the Arizona Department of Economic Security.

Rev 10/01

Form W-4 (2014)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2014 expires February 17, 2015. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2014. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A	
B	Enter "1" if: <div style="border-left: 1px solid black; padding-left: 10px; margin-left: 10px;"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. </div>	B	
C	Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C	
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D	
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E	
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit	F	
(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)			
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then less "1" if you have three to six eligible children or less "2" if you have seven or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child		
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ► H		
<div style="display: flex; align-items: center;"> <div style="border-left: 1px solid black; padding-left: 10px; margin-left: 10px; width: 20%;"> For accuracy, complete all worksheets that apply. </div> <div style="margin-left: 10px;"> • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. </div> </div>			

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form	W-4	Employee's Withholding Allowance Certificate	OMB No. 1545-0074 2014
Department of the Treasury Internal Revenue Service		► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.	
1 Your first name and middle initial		Last name	
Home address (number and street or rural route)		2 Your social security number	
City or town, state, and ZIP code		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.	
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		6 \$	
7 I claim exemption from withholding for 2014, and I certify that I meet both of the following conditions for exemption.		7	
• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here			
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.			
Employee's signature (This form is not valid unless you sign it.) ►		Date ►	
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)	
		10 Employer identification number (EIN)	

**FT. DEFIANCE CHAPTER
RECORDS MANAGEMENT POLICIES AND PROCEDURES MANUAL**

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**FORT DEFIANCE CHAPTER
RECORDS MANAGEMENT POLICY AND PROCEDURES MANUAL**

I. AUTHORIZATION

- A. Pursuant to 26 N.N.C. § 101 (A), the Fort Defiance Chapter (hereafter "Chapter") is required to formulate, implement and operate under a Five Management Systems to ensure accountability. Accordingly, the Fort Defiance Chapter has developed policies and procedures for its Five Management System consistent with applicable Navajo Nation Law.
- B. Pursuant to Chapter Resolution #FDC-2013-12-15-08, the Records Management Policies and Procedures Manual (hereafter "Records Manual") is hereby approved.

II. PURPOSE AND SCOPE OF POLICY

- A. To set forth the authority, principles and policies and procedures governing the creation, classification, maintenance, retrieval, disposal and safeguarding of the Chapter records and to define the chapter administrative functions and chapter officials' oversight functions in regard to record keeping.
- B. This Records Manual is applicable to all employees and members of the Chapter, including chapter officials who will monitor the Chapter Administration to ensure that records are maintained and that this Records Manual is followed and enforced.
- C. These policies and procedures will provide adequate and accurate information for Chapter reporting activities, help justify how resources are utilized, serve as an important internal control measure, help document important decisions, and provide a history of the operation and services of the Chapter.
- D. These policies and procedures will ensure that all activities are supported with proper and accurate documentation, serve as an efficient and effective tool to minimize duplication of documents, provide a clear definition of records, provide adequate safeguards for the records, and maintain current and updated records.

III. APPLICABLE LAWS:

The Chapter shall comply with all applicable state, federal and Navajo Nation law, including the Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.*

IV. GENERAL STATEMENT OF POLICIES

- A. The Chapter records are public information *except* those records that are restricted and specifically defined as "protected records" pursuant to the Navajo Nation

Privacy Act, 2 N.N.C. § 81 *et seq.*; all information/records or any portions thereof which are defined and classified as "protected records" under the Navajo Nation Privacy Act are not for public duplication or view without proper authorization.

- B. To maintain security and accountability, the control and management of all Chapter records shall be properly segregated so that no single employee is in a position to handle all aspects of records control.
- C. The Chapter records shall be complete, kept regularly filed, and kept in a locked cabinet within the Chapter administration office.
- D. All confidential, protected and essential records shall be properly cared for at all times and any production, copying, destruction or any other action taken with such records shall be in strict compliance with the Navajo Nation Privacy Act and other applicable law.
- E. The Chapter shall ensure compliance with the Navajo Nation Act and with all other applicable Navajo Nation laws.
- F. The Chapter officials and employees shall acknowledge by signature that all Chapter records will remain the property of the Chapter.
- G. Confidential records shall be protected by securing these records in a locked file cabinet, within the administration office.
- H. The Chapter shall ensure records have reached the end of their useful life and retention period schedule *before* proper authorized destruction.

V. GENERAL DUTIES AND RESPONSIBILITIES

- A. The Administrative Assistant (or other clerical staff as delegated by the Administrative Assistant) shall be responsible for:
 - 1. Updating and maintaining an accurate and complete inventory of all chapter records.
 - 2. Keeping all chapter records complete and current at all times.
 - 3. Logging in all incoming and outgoing mail.
 - 4. Logging in all incoming and outgoing faxes.
 - 5. Maintaining and safeguarding all chapter records by securing the file cabinets with a lock/key.

6. Accessing and retrieving chapter records by authorized request, audits, and court order or for duly authorized inspection.
7. Labeling the confidential or public files (i.e. CONFIDENTIAL).
8. Obtaining approval from the Chapter Manager for retrieval of confidential records.
9. Creating back up records as necessary on a bi-weekly basis.

B. The Chapter Manager shall be responsible for:

1. The creation, classification, retention, protection, retrieval and disposal of all chapter records.
2. Authorizing requests for record releases and assessing any research or duplication costs for said records, upon receiving proper documentation from the requestor.
3. Conducting an annual records inventory with the Administrative Assistant to ensure proper storage, disposal, transfer or filing of all records.
2. The preparation of a retention schedule for chapter records, which includes labeling the storage containers.
3. Documenting and providing written reports to the chapter officials concerning corrective actions to be taken in the event that Chapter records are damaged or lost.

C. Chapter Officials Responsibilities:

1. The Chapter President shall work closely with the Vice President and the Secretary/Treasurer to ensure that the Chapter administration is adequately complying with the Chapter's established records management policies and procedures as well as applicable Navajo Nation laws.
2. The chapter Secretary/Treasurer shall monitor the records management system on an ongoing basis to ensure compliance with the Records Manual and applicable Navajo Nation law, but in accordance with 26 N.N.C. § 1001 (E) shall not be directly involved in the management and operations of the Chapter administration.
3. The Secretary/Treasurer shall turn over to the Chapter Manager, within ten (10) working days, any official actions by the Chapter membership, including all resolutions, minutes and other official documents, for proper record keeping and for carrying out any chapter directive(s).

VI. FILES

- A. It shall be the policy of the Chapter to maintain a complete and updated permanent filing system that will enable records to be easily accessed and retrieved. Refer to Section VIII of this policy manual for accessibility and retrieval process.
- B. The following types of filing methods shall be used, with a guide to identify each section for ease of accessibility: will
 - 1. Alphabetical – filed alphabetically
 - 2. Geographic – filed alphabetically according to location and/or address
 - 3. Numerical – filed by an assigned number
 - 4. Subject – filed alphabetically according to subject
 - 5. Chronological – filed by time or date

VII. CLASSIFICATION OF RECORDS

- A. The Chapter shall maintain a classification of all records to ensure confidentiality of certain records and documents to be safeguarded in compliance with the Navajo Nation Privacy Act, 2 N.N.C. §§ 84 85.
- B. All inventory documentation of the Chapter records shall include the date of the record, and its description, location, retention period and disposal date.
- C. The Chapter records that are classified as “protected records” may be confidential in whole or part and may contain data on persons or entities that are private or otherwise protected pursuant to 2 N.N.C. § 85 of the Navajo Nation Privacy Act.
- D. The Chapter records shall be classified and labeled in accordance with their degree of importance and categorized in the chapter files as follows:
 - 1. **Permanent Records** - These records cannot be replaced and are valuable to the Chapter; and should be kept on file and permanently stored. They are, but not limited to as follows:
 - a. Chapter Enrollment
 - b. Meeting minutes
 - c. Chapter Member Identification Card
 - d. Personnel

- e. Client assistance listing and information [financial, housing, veterans, senior citizens, emergency]
- f. Chapter contracts
- g. Employee Payroll Records
- h. Deeds and Legal Documents
- i. Real Estate Documents [Land Use Permits and Customary Grazing Land Permits issued by the Bureau of Indian Affairs; farm and grazing area maps; Grazing Permittee descendency documents; Business and Home Site Leases]
- j. Planning and regular Chapter meeting agendas and minutes
- k. Resolutions
- l. Financial Statements
- m. Chapter Ordinances

2. **Essential Records** – Records that characterize and identify the Chapter, that are essential for full operation of the Chapter government, and that shall be kept on file for 5 years. They include but are not limited to the following:

- a. Chapter Ordinances
- b. Chapter Plan of Operation
- c. Chapter Master Land Use Plan
- d. Chapter Profile
- e. Resolutions
- f. Property Inventory Records (buildings, equipment, etc.)
- g. Five Management Systems Policies and Procedures Manual
- h. Client assistance listing and information (financial, housing, veterans, senior citizens, emergency, etc.)
- i. Chapter contracts
- j. Travel Authorizations

3. **Important Records** – Records that are of great value and importance to the Chapter government. These records shall be kept on file and stored for a minimum period of five (5) years. They are, but not limited to as follows:

- a. Financial records (bank statements, ledgers, reports, requisitions, etc.)
- b. Personnel records
- c. Audit reports

4. **Useful Records** – Records used and stored by the Chapter for information of previous activities and projects. These records have some significant value but may cost considerably to replace if lost or misplaced. These records shall be filed and kept for a minimum period of two (2) years. They include, but are not limited to the following:

- a. Correspondence
 - b. Forms
 - c. Logs (phone, mail, activities, etc.)
 - d. Resale Inventory Records
5. **Non-Essential Records** – Records for no value to the chapter operation. Once their useful purpose has been fulfilled they can be destroyed. They include, but are not limited to the following:
- a. Publications
 - b. Flyers, bulletins
 - c. Junk mail

VIII. ACCESSIBILITY AND RETRIEVAL

- A. It shall be the policy of the Chapter that all chapter records are public information for public access upon request, except those records that are specifically defined and treated as protected pursuant to 2 N.N.C. § 85 of the Navajo Nation Privacy Act.
- B. No Personnel Record or other confidential documents shall be duplicated without written permission from the individual whose record(s) is to be duplicated. However, the personnel records or any information therein may be disclosed in compliance with a lawful investigation or subpoena, or as otherwise in accordance with the Navajo Nation Privacy Act and other applicable law.
- C. A daily access log shall be utilized and maintained whenever any protected, important and essential records are accessed.
- D. Procedures for accessing public records:

Upon request, the Chapter Manager will make appropriate public records accessible using the following procedures:

- 1. The requesting party shall complete a Request for Chapter Records Form with the Administrative Assistant.
- 2. Any person making the request for a record shall complete a Request for Chapter Records or Documents Form containing the title of the record(s) or document(s), purpose, requested by, date, mailing address and telephone number.
- 3. The requesting party shall be responsible for any research or reproduction costs, and may examine the records at the Chapter administration under the supervision of a staff member.

E. Procedures for accessing Protected Records:

Upon request, the chapter administration shall make protected records accessible in accordance with applicable law, by using the following procedures:

1. All requests for chapter documents shall be made to the Administrative Assistant.
2. Any person making the request for a record shall complete a Request for Chapter Records or Documents Form containing the title of the record(s) or document(s), purpose, requested by, date, mailing address, signature, and telephone number.
3. The Administrative Assistant shall explain the policy regarding protected records, and submit the request to the Chapter Manager for approval.
4. The Chapter Manager shall be responsible for assuring that the provision of protected information or records complies with the following conditions:
 - a. The information shall be accessible for criminal and civil law enforcement for prosecution purposes, internal or external audit, as a result of a court order, to further an individual's medical treatment, to address public health needs, or as otherwise in accordance with applicable law.
 - b. The information relating to an individual will be available to the individual who is the subject of the record, or if a minor, will be available to the parent or guardian.
 - c. Individual records may be released to third parties with written permission, by means of a notarized release using the information release form, of the individual who is the subject of those records, or, if a minor, by release executed by his or her parent or legal guardian.
 - d. Individual records may be released for statistical and other purposes provided that any information which could be used to identify that individual is removed, withheld, or redacted.
 - e. The Chapter Manager/Administrative Assistant will verify and record evidence of the requestors' identity.
 - f. Before releasing a protected record, the Chapter Manager will inform the requestor that he or she is prohibited from disclosing or providing a copy(s) of the protected record(s) to any other person and shall obtain the requestor's written acknowledgement of this prohibition. Failure of the requestor to comply with any applicable prohibition, shall subject the requestor to criminal prosecution and/or other remedy under Navajo Nation law.

F. Within ninety (90) calendar days, the Chapter Manager will respond to the request by:

- (1). Approving the request and providing the records.
- (2). Denying the request by providing a written explanation of why the record(s) are protected from disclosure. In making such determinations, the Chapter Manager shall consult with the Chapter Officials and the Navajo Nation Department of Justice for advice and assistance.
- (3). Notifying the requestor that the Chapter does not maintain the requested record(s) and providing, if known, the name and address of the governmental entity that does maintain the record.
- (4). Upon approval of the request, the requesting party may receive copies of records (any applicable fees shall be paid to the Chapter Administrative Assistant) or may examine the records at the Chapter administration under the supervision of Chapter administration staff members. Any research and reproduction costs shall be the responsibility of the requesting party.

IX. DENIAL AND APPEAL

- A. The Chapter recognizes that the general public should be provided a means to access records and information relating to the operation of its government while preserving the privacy interests of individuals and entities. Therefore, the Chapter will deny access to information in the record if the information is exempt from disclosure to the requestor, issuing a notice of denial as provided in 2 N.N.C. § 89 of the Navajo Nation Privacy Act.
- B. If the request for protected records is denied, in whole or in part, the Chapter Manager shall provide a notice of denial to the requestor either in person or by sending the written notice to the requester's address.
- C. The notice of denial shall contain the following information:
 1. A description of the record or portions of the record to which access was denied, provided that the description does not disclose the contents of the protected record(s) or information.
 2. Any court rule or order, state or federal statute or regulation that exempts the record or portions of the record from disclosure, provided that the citation does not disclose protected information.

3. A statement that the requester has the right to make application to the Navajo Nation District Court for an order releasing the record and the time limits for filing the application.
 4. Unless otherwise required by a court of competent jurisdiction, the Chapter may not destroy or give up custody of any records to which access was denied until the period for a court appeal has expired, or the end of the appeal process.
- D. In the event the Chapter determines that the requested record is protected from disclosure, or fails to respond to the request within ninety (90) days period, the requesting individual may submit application to the Navajo Nation District Court, as defined in 7 N.N.C. § 253, in accordance with the proper processes of the Court for an order compelling the release of the record.
1. This application must meet the notice and filing requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 551 *et. seq.*
 2. Any person who may have an interest in maintaining the confidentiality of the record may appear and demonstrate the need for maintaining the confidentiality of such records.
 3. Chapter shall provide reasons for the denial.

X. PROTECTION AND BACKUP OF PUBLIC AND PROTECTED RECORDS

- A. All essential, useful, important records shall be preserved by a backup document or on an electronic memory storage device in case of damage or accidental loss. It shall be the responsibility of the Administrative Assistant to perform backup procedures on a bi-weekly basis, and the Chapter Manager will authorize access to the backup system if needed.
- B. The backup schedule shall be documented on the backup log and updated upon any backups. The following records require back-ups: financial statements, resolutions, meeting minutes, payroll, property inventories, and any other essential records.
- C. All Chapter records (except backups stored on an electronic storage memory device) should be stored, maintained and safeguarded on the Chapter's premise. There should be adequate storage protection of all Chapter records.
- D. The following methods shall be used for backup and protection:
 1. A separate and secure location shall be used for records stored on flash disks.

2. Future records shall be photocopied and stored at a separate, secured location.
 3. Records stored on an electronic storage memory device shall be kept at a separate and secured location such as a Safety Deposit Box at the Chapter's banking institution.
- E. When necessary, the recovery of lost or damaged records shall be performed in consultation with authorized individuals.
- F. Damaged or Accidental Loss of Records:
1. The Chapter Manager shall document by written report to the Chapter officials any damage or accidental loss of essential records. Proper authorities shall be notified immediately.
 2. Every effort shall be made to replace the lost or damaged records from the backup source as soon as possible.
 3. Chapter funds shall not be used to cover the cost of replacing lost or damaged records due to individual negligence which shall be the obligation of the responsible individual.

XI. TRANSFER OF INACTIVE RECORDS AND DISPOSAL

- A. The Chapter shall classify inactive and historical files or records according to their degree of importance, establish their retention period, and dispose of or transfer said records to an adequately secured storage area according to the procedures under this Section.
1. Procedures To Transfer Inactive Records:
 - a. The Administrative Assistant shall be responsible for keeping all records complete and current at all times, by reviewing the records inventory list to assure those records that have reached their retention period are brought to the Chapter Manager's attention through a request for transfer.
 - b. The Chapter Manager may authorize the Administrative Assistant to transfer those records, and, if so, shall notify Chapter Officials within thirty (30) days.
 - c. The Administrative Assistant shall transfer all inactive records to a properly secured storage area separate from the Chapter house to ensure adequate safekeeping.
 - d. The Administrative Assistant shall label all storage boxes as permanent, essential, useful, and important records for easy identification, accessibility and retrieval if necessary pursuant to Section VIII, (C).

- e. The Chapter Manager is authorized to have direct access to inactive files in storage.
- f. Where a time record is transferred for any purpose, a Transfer Procedure Form shall be filled out and submitted by the Administrative Assistant and approved by the Chapter Manager.

2. Procedures for Disposal of Records:

- a. The Administrative Assistant shall be responsible for keeping all records complete and current at all times by reviewing the records inventory list to assure those records that have reached their retention period are brought to the Chapter Manager's attention and by making a request for disposal utilizing the Disposal Procedure form.
- b. Prior to destroying any record, the Chapter Manager shall provide the Chapter Officials with thirty (30) days notice of the Administration's intent to destroy the identified records by burning or shredding, and to remove the records from the records inventory list.
- c. All remaining inactive records will be stored in an adequately secured storage area separate from the Chapter house during their retention period.
- d. The Chapter Manager, in consultation with the Chapter Officials, shall surrender all aged flags representing the United States, Federal Government, State Government, and the Navajo Nation to the Local Veterans Organization for proper disposal.
- e. The Chapter Manager and Chapter Officials shall monitor any disposal of permanent, essential, useful, and important records.
- f. When records are disposed of, the Records Inventory form shall be updated to reflect any changes or disposals.
- g. The retention period for all inactive records in storage shall be pursuant to Sections VII and XI.

XII. DEFINITIONS

The language contained in this section applies generally to this policy manual except as otherwise provided elsewhere in the Chapter's Five Management System.

- A. Confidential or Protected Record – means any record containing data on persons or governmental entities that is private or otherwise protected as provided by 2 N.N.C. § 85 of the Navajo Nation Privacy Act.
- B. Public Record – means any record that is not private or otherwise protected and that is not exempt from disclosure as provided in 2 N.N.C. § 84 of the Navajo Nation Privacy Act.
- C. Record – means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, electronic data, or other documentary materials regardless of physical form or characteristics which are prepared, owned,

received, or retained by the Chapter and where all of the information in the original is reproducible by photocopy or other mechanical or electronic means.

1. Record does not mean:

- a. Materials that are legally owned by an individual in his private capacity.
- b. Materials to which access is limited by the laws of copyright or patent is owned by Chapter.
- c. Books and other materials that are cataloged, indexed, or inventoried and contained in the collections of libraries open to the public.
- d. Daily calendars and other personal notes prepared by the originator for the originator's personal use or for the personal use of an individual for whom he/she is working.
- e. Computer programs that are developed or purchased by the Chapter for its own use.

D. Right to Privacy – means the right of a person to be free from unwarranted intrusion by a governmental unit.

XIII. APPENDICES

A.	Request for Chapter Records or Documents	Exhibit A
B.	Release of Information Form	Exhibit B
C.	Disposal	Exhibit C
D.	Transfer Form	Exhibit D
E.	Navajo Nation Privacy & Access to Information Act	Exhibit E

FORT DEFIANCE CHAPTER

Request for Chapter Records or Documents

Reviewer's Name: _____

Date: _____

Address: _____

Phone #: _____

Purpose of Reviewing Records:

RECORDS TO BE REVIEWED:

- ☐ *Chapter Minutes/Resolutions*
- ☐ *Personnel File*
- ☐ *Project File*
- ☐ *Other: _____*

**** (For documents such as: Chapter Enrollment, Client Assistance listing, Chapter contracts, Employee Payroll records are Protected.) Need to fill out a disclose form for this.**

Approval:

Chapter Manager

Date

FORT DEFIANCE CHAPTER
AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____ hereby authorize the FORT DEFIANCE CHAPTER to verify the information given on my Housing Application. Further, I hereby release all person(s) and organization(s) from liability for providing legally-relevant information in connection with my Housing Application.

Signature: _____ Date: _____

APPLICANT

_____ Date: _____

CO-APPLICANT

**FORT DEFIANCE CHAPTER
RECORDS DISPOSAL FORM**

Title of Records: _____

Date from : _____ to _____

Date: _____ Time: _____ am/pm

Name: _____ Title: _____

Have Chapter Officials been notified of records being disposed? _____ Yes _____ No

Have Records been on file for more than 5 years? _____ Yes _____ No

All CONFIDENTIAL RECORDS are to be shredded before disposal? _____ Yes _____ No

ACKNOWLEDGE

I, _____, (Title) _____ hereby acknowledge that Fort Defiance Chapter records disposal is being performed in accordance to Fort Defiance Chapter Policies and Procedures. The records or any CONFIDENTIAL RECORDS of Fort Defiance Chapter have been on file for the duration and time required as prescribed in the Fort Defiance Chapter records policies and procedures.

Signature

Date

**FORT DEFIANCE CHAPTER
RECORDS TRANSFER FORM**

Title of Records: _____

Date : _____

Time: _____ am/pm

Name: _____ Title: _____

Have Chapter Officials been notified of records being transferred? _____ Yes _____ No

Have Records been on file for more than 4 years? _____ Yes _____ No

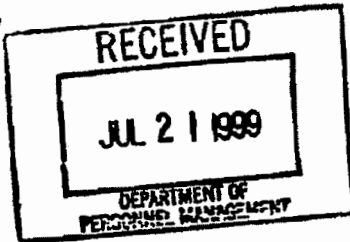
What Department or Facility are the records being transferred to? _____

ACKNOWLEDGE

I, _____, (Title) _____ hereby acknowledge that Fort Defiance Chapter records being transferred is being performed in accordance to Fort Defiance Chapter Policies and Procedures. The records or any **CONFIDENTIAL RECORDS** of Fort Defiance Chapter have been on file for the duration and time required as prescribed in the Fort Defiance Chapter records policies and procedures.

Signature

Date



CAP-48-99

RESOLUTION OF THE
NAVAJO NATION COUNCIL

Adopting the Navajo Nation Privacy and Access to Information Act

WHEREAS:

1. Pursuant to 2 N.N.C. §102 (A) and (B), the Navajo Nation Council is the governing body of the Navajo Nation and all powers not delegated are reserved to the Navajo Nation Council; and

2. Pursuant to 2 N.N.C. §341, the Government Services Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council with the authority to monitor and coordinate the activities of all divisions and departments of the Executive Branch. In addition, pursuant to 2 N.N.C. §343 (B)(5), the Committee is authorized to recommend legislation to the Navajo Nation Council on matters within the Committee's jurisdiction; and

3. The Government Services Committee of the Navajo Nation Council, by Resolution GSCAP-27-99, attached hereto and incorporated herein as Exhibit "B", has recommended that the Navajo Nation Council adopt the Navajo Nation Privacy and Access to Information Act, set forth at 2 N.N.C. Subchapter 4, §§81-91; and

4. Pursuant to 2 N.N.C. §571, the Judiciary Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council with oversight responsibilities for the operation of the Judicial Branch. In addition, pursuant to 2 N.N.C. §574 (E)(2), the Committee is authorized to review legislation and make recommendations regarding any proposed or current laws, procedures and regulations affecting or creating any impact on the Judicial Branch; and

5. The Judiciary Committee of the Navajo Nation Council, by Resolution JCAP-4-99, attached hereto and incorporated herein as Exhibit "C", has recommended that the Navajo Nation Council adopt the Navajo Nation Privacy and Access to Information Act, set forth at 2 N.N.C. Subchapter 4, §§81-91; and

6. The Navajo Nation Council recognizes that a democratic form of government requires that information related to government operations be accessible to the public, while respecting individuals right to privacy. As such, a generally applicable Navajo Nation Privacy and Access to Information Act is necessary to provide the general public with a means to access records and information relating to the operation of the Navajo Nation while preserving the privacy interests of individuals and entities.

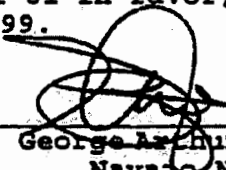
NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Council hereby amends Title 2 of the Navajo Nation Code by adopting the Navajo Nation Privacy and Access to Information Act, as provided in Exhibit "A", attached hereto and incorporated herein.

2. The amendments contained in this resolution shall become effective upon the certification of this resolution by the Speaker of the Navajo Nation Council.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 61 in favor, 0 opposed and 0 abstained, this 23rd day of April 1999.


George Arthur, Speaker Pro Tem
Navajo Nation Council


APR 28 1999

Date Signed

Motion: Ralph Bennett
Second: Nelson Gorman, Jr.

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby give notice that I will not veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C)(10), on this 4th day of May 1999.


Kelsey A. Begaye, President
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C)(10), this ___ day of ___, 1998 for the reason(s) expressed in the attached letter to the Speaker.

Kelsey A. Begaye, President
Navajo Nation

**RESOLUTION OF THE
GOVERNMENT SERVICES COMMITTEE
OF THE NAVAJO NATION COUNCIL**

**Recommending That the Navajo Nation Council Adopt
the Navajo Nation Privacy and Access To Information Act**

WHEREAS:

1. Pursuant to 2 N.N.C. §341, the Government Services Committee is established and continued as a standing committee of the Navajo Nation Council with the authority to monitor and coordinate the activities of all divisions and departments of the Executive Branch; and

2. Pursuant to 2 N.N.C. §343(B)(5), the Committee is authorized to recommend legislation to the Navajo Nation Council on matters within the Committee's jurisdiction; and

3. The Government Services Committee of the Navajo Nation Council recognizes that a democratic form of government requires that information related to government operations be accessible to the public, while respecting individuals right to privacy. As such, a generally applicable Navajo Nation Privacy and Access to Information Act is necessary to provide the general public with a means to access records and information relating to the operation of the Navajo Nation while preserving the privacy interests of individuals and entities.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Government Services Committee of the Navajo Nation Council hereby recommends that the Navajo Nation Council amend Title II of the Navajo Nation Code by adopting the Navajo Nation Privacy Act and Access to Information Act as provided in Exhibit "A", attached hereto and incorporated herein.

2. The Government Services Committee of the Navajo Nation Council further recommends that inclusive training sessions be provided to all Navajo Nation governmental entities and political subdivisions regarding the implementation of the Navajo Nation Privacy and Access to Information Act.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Government Services Committee of the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 6 in favor, 0 opposed and 0 abstained, this 13th day of April 1999.



Ervin M. Keeswood, Sr., Chairperson
Government Services Committee

Motion: Johnny Naize
Second: Orlanda S. Hodge

**RESOLUTION OF THE
JUDICIARY COMMITTEE OF THE
NAVAJO NATION COUNCIL**

**Recommending That the Navajo Nation Council Adopt
the Navajo Nation Privacy and Access to Information Act**

WHEREAS:

1. Pursuant to 2 N.N.C. §571 (A) (B), the Judiciary Committee is established and continued as a standing committee of the Navajo Nation Council with oversight responsibilities for operation of the Judicial Branch; and
2. Pursuant to 2 N.N.C. §574(E)(2), the Committee is authorized to review legislation and make recommendations regarding any proposed or current laws, procedures and regulations affecting or creating any impact on the Judicial Branch; and
3. The Judiciary Committee of the Navajo Nation Council recognizes that a democratic form of government requires that information related to government operations be accessible to the public, while respecting individuals right to privacy. As such, a generally applicable Navajo Nation Privacy and Access to Information Act is necessary to provide the general public with a means to access records and information relating to the operation of the Navajo Nation while preserving the privacy interests of individuals and entitles.

NOW THEREFORE BE IT RESOLVED THAT:

The Judiciary Committee of the Navajo Nation Council hereby recommends that the Navajo Nation Council amend Title II of the Navajo Nation Code, by adopting the Navajo Nation privacy and Access to Information Act, as provided in Exhibit "A", attached hereto and incorporated herein.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Judiciary Committee of the Navajo Nation Council at a duly called meeting at the Fort Defiance Chapter House, Fort Defiance, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 13th day of April, 1999.


Kenneth L. Begay, Chairperson
Judiciary Committee

Motion: Lee C. Begay
Second: Leo Gishie

EXHIBIT "E"

Title 2. Navajo Nation Government Chapter 1. Establishment

Subchapter 4. Privacy and Access to Information

§ 81. Short Title

This Act shall be referred to as the "Navajo Nation Privacy Act."

§ 82. Declaration of Public Policy

The Navajo Nation Council finds and declares it the policy of the Navajo Nation that a democratic form of government requires that information related to government operations be accessible to the public, while recognizing that individuals have a right to privacy. It is the intent of the law that the general public be provided a means to access records and information relating to the operation of the Navajo Nation while preserving the privacy interests of individuals and entities.

§ 83. Definitions

As used in this subchapter:

A. "Governmental entity" means any administrative, advisory, executive, judicial or legislative office or body of the Navajo Nation or its political subdivisions, including without limitation all commissions, corporations, and other instrumentalities whose boards of directors are appointed or elected by the Navajo Nation or its political subdivisions. Governmental entity includes all quasi-judicial bodies and all standing, special or advisory committees or subcommittees of, or appointed by, the Navajo Nation to carry out the public's business.

B. "Person" means any individual, nonprofit or profit corporation, partnership, sole proprietorship, or other type of business organization.

C. "Protected record" means any record containing data on persons or governmental entities that is private or otherwise protected as provided by 2 N.N.C. § 85.

D. "Public record" means any record that is not private or otherwise protected and that is not exempt from disclosure as provided in 2 N.N.C. § 84.

E. "Record" means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, electronic data, or other documentary materials regardless of physical form or characteristics which are prepared, owned, received, or retained by a governmental entity and where all of the information in the original is reproducible by photocopy or other mechanical or electronic means. "Record" does not mean:

1. Materials that are legally owned by an individual in his private capacity;
2. Materials to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by a governmental entity;
3. Junk mail or commercial publications received by a governmental entity or an official or employee of a governmental entity.

4. Books and other materials that are cataloged, indexed, or inventoried and contained in the collections of libraries open to the public;

5. Daily calendars and other personal notes prepared by the originator for the originator's personal use or for the personal use of an individual for whom he is working;

6. Computer programs that are developed or purchased by or for any governmental entity for its own use; or

7. Notes or internal memoranda prepared as part of the deliberative process by a member of the judiciary or any other body charged by law with performing a quasi-judicial function.

B. "Right to Privacy" means the right of a person to be free from unwarranted intrusion by a governmental entity.

§ 84. Records that must be disclosed

A. The following records are public except to the extent they contain information expressly permitted to be treated as protected as provided for 2 N.N.C. § 85:

1. Laws;

2. Names, gender, job titles, job description, business addresses, business telephone numbers, number of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of the governmental entity's current and former employees and officers:

 a. Undercover law enforcement personnel; and

 b. Investigative personnel if disclosure could reasonably be expected to impair the effectiveness of investigations or endanger any individual's safety.

3. Inter-office memoranda;

4. Final opinions, including concurring and dissenting opinions, and orders that are made by a governmental entity in an administrative, adjudicative, or judicial proceeding except that if the proceedings were properly closed to the public, the opinion and order may be withheld to the extent that they contain information that is protected;

5. Final interpretations of statutes or rules by a governmental entity;

6. Information contained in or compiled from a transcript, minutes, or report of the open portions of a meeting, excluding executive sessions, of a governmental entity, including the records of all votes of each member of the governmental entity;

7. Judicial records unless a court orders the record to be restricted under the rules of civil or criminal procedure or unless the records are protected under this subchapter;

8. Records filed with or maintained by governmental entities that give public notice of:

 a. Titles or encumbrances to real property, including homesite permits, land use permits and grazing permits; or

 b. Restrictions on the use of real property;

9. Records filed with or maintained by governmental entities that evidence incorporations, name changes, and uniform commercial code filings;

10. Documentation of the compensation that a governmental entity pays to a contractor or private provider; and

11. Data on individuals that would otherwise be protected under this subchapter if the individual who is the subject of the record has given the governmental entity written permission to make the records available to the public.

B. The following records are normally public, but to the extent that a record is expressly exempt from disclosure, ~~it may be restricted under~~ 2 N.N.C. § 85:

1. Administrative staff manuals, instructions to staff, and statements of policy;
2. Records documenting a contractor's or private provider's compliance with the terms of a contract with a governmental entity;
3. Contracts entered into by a governmental entity;
4. Any account, voucher, or contract that deals with the receipt or expenditure of funds by a governmental entity;
5. Correspondence by and with a governmental entity in which the governmental entity determines or states an opinion upon the rights of the Nation, a political subdivision, the public, or any person;
6. Empirical data if contained in drafts if:
 - a. The data is not reasonably available to the requester elsewhere in similar form; and
 - b. The governmental entity is given an reasonable opportunity to correct any errors or make nonsubstantive changes before release;
7. Drafts that are circulated to anyone other than a governmental entity, a federal agency if the governmental entity and the federal agency are jointly responsible for implementation of a program, or a contractor or private provider;
8. Drafts that have never been finalized but were relied upon by the governmental entity in carrying out action or policy;
9. Arrest warrants after issuance, except that, for good cause, a court may order restricted access to arrest warrants prior to service;
10. Search warrants after execution and filing of the return, except that, for good cause, a court may order restricted access to search warrants prior to trial;
11. Records that would disclose information relating to formal charges or disciplinary action against a past or present governmental entity employee if:
 - a. The disciplinary action has been completed and all time periods for administrative appeal have expired; and
 - b. The formal charges were sustained.

C. The list of public records in this section is not exhaustive and should not be used to limit access to records.

§ 85. Private records

A. The following records are private or otherwise protected and shall not be considered public for purposes of required disclosure:

1. Records concerning an individual's eligibility for social services, welfare benefits, or the determination of benefit levels;
2. Records containing data on individuals describing medical history, diagnosis, condition, treatment, evaluation, or similar medical data, including psychiatric or

psychological data:

Records concerning a current or former employee of, or applicant for employment with, a governmental entity that would disclose that individual's home address, home telephone number, social security number, insurance coverage, marital status, or payroll deductions;

4. Records concerning a current or former employee of, or applicant for employment with, a governmental entity, including performance evaluations and personal status information such as race, religion, or disabilities, but not including records that are public under 2 N.N.C. § 84(A)(2) or (B)(11);

5. Records describing an individual's finances, except that the following are public:

a. Records described in 2 N.N.C. § 84(A);

b. Navajo Nation Economic Disclosure Statements filed with the Ethics and Rules Office by elected public officials and candidates for elected public office, pursuant to 2 N.N.C. § 3762;

c. Loan applications for Navajo Nation loans to elected public officials and appointed public officials submitted to the Government Services Committee for approval, pursuant to Section 7(c) of the Personal Loan Operating Policies and Guidelines, approved by Resolution CLO-19-88; or

d. Records that must be disclosed in accordance with another statute or duly adopted rules and regulations of a governmental entity.

6. Attorney-client privileged information, materials, and work-products, including the mental impressions or legal theories of an attorney or other representative of a governmental entity;

7. The negotiating position of the Navajo Nation before a contract, lease, or other agreement is entered into;

8. Records prepared by or on behalf of a governmental entity solely in anticipation of litigation that are not available under the rules of discovery;

9. Information, research, and discussions conducted by the public bodies of the Navajo Nation during executive sessions;

10. Memoranda prepared by staff and used in the decision-making process by a judge or a member of any other body charged by law with performing a quasi-judicial function;

11. Information received in response to an invitation for bids or request for proposals before a contract is awarded. Such information will also remain unavailable to the general public after a contract is entered into provided that the information contained in the bid or proposals is proprietary in nature, or otherwise to remain confidential at the request of the person submitting the bid or proposal;

12. Information contained within or related to a contract, lease or other agreement which is proprietary in nature or otherwise to remain confidential at the request of any party to the contract, lease or other agreement;

13. Records of a governmental audit agency relating to an ongoing or planned audit until the final audit is released;

14. Records which are sealed or otherwise protected by court order due to the sensitive nature of the record in which the privacy interest of the person outweighs the public interest in the information;

15. Records to which access is restricted pursuant to court rule or as a condition of participation in a state or federal program or for receiving state or federal funds;

16. Drafts, unless otherwise classified as public;

17. Information related to the location of an individual member of any threatened or endangered species, such that that individual member could be placed further at risk;

18. Information which cannot be released without interfering with an individual's right to exercise or practice his chosen religion;

19. Information otherwise protected by applicable laws;

20. Other records containing data on individuals the disclosure of which constitutes a clearly unwarranted invasion of personal privacy.

B. Upon request, a governmental entity shall disclose a private or otherwise protected record as provided for in 2 N.N.C. § 86.

§ 86. Access to protected documents

Upon request, protected records will be available for disclosure as follows:

A. Information shall be available for criminal and civil law enforcement for prosecution purposes, internal audit, as a result of a court order, to further an individual's medical treatment, and to address public health needs.

B. Information relating to an individual shall be available to the individual who is the subject of the record, or if a minor, shall be available to the parent or guardian subject to any applicable court order.

C. Individual records may be released to third parties with the written permission, by means of a ~~written permission~~, of the individual who is the subject of those records, or his or her parent or legal guardian if a minor.

D. Individual records may be used for statistical and other purposes provided that any information which could be used to identify the individual specifically is removed or withheld.

E. Information about an individual will always be available to other Navajo Nation governmental entities subject to the general restrictions above.

F. Before releasing a protected record, the governmental entity shall ~~obtain the written permission~~ of the requester.

G. Before releasing a protected record, the governmental entity shall inform the requester that he or she is prohibited from disclosing or providing a copy of the protected record to any other person and shall obtain the requester's written acknowledgment of this prohibition.

§ 87. Segregation of records

A. Notwithstanding any other provision in this subchapter, if a governmental entity receives a request for access to a record that contains both information that the requester is entitled to inspect and information that the requester is not entitled to inspect, and, if the information the requester is entitled to inspect is intelligible and able to be segregated, the governmental entity:

1. Shall allow access to information in the record that the requester is entitled to inspect under this subchapter, and

2. May deny access to information in the record if the information is exempt from disclosure to the requester, issuing a notice of denial as provided in 2 N.N.C. § 89.

B. If there is more than one subject of a protected record, the portion of the record that pertains to another subject shall be segregated from the portion that the requester is entitled to inspect.

§ 88. Procedures

A. Every person has the right to inspect a public record free of charge, and the right to take a copy of a public record during normal working hours, subject to subsection (H).

B. All records are public unless otherwise expressly provided by statute.

C. A person making a request for a record shall furnish the governmental entity with a written request containing his name, mailing address, daytime telephone number, if available, and a description of the records requested that identifies the record with reasonable specificity. The request for information shall be addressed to the governmental entity primarily responsible for compiling such records.

D. A governmental entity is not required to create a record in response to a request. However, upon request, a governmental entity shall provide a record in a particular format if:

1. The governmental entity is able to do so without unreasonably interfering with the governmental entity's duties and responsibilities; and

2. The requester agrees to pay the governmental entity for its additional costs actually incurred in providing the record in the requested format.

E. Nothing in this section requires a governmental entity to fulfill a person's records request if the request unreasonably duplicates prior records requests from that person.

F. Within 90 days, the governmental entity shall respond to the request by:

1. Approving the request and providing the record;

2. Denying the request by providing a written explanation of why the record is protected from disclosure. In making such determinations, the governmental entity shall consult with the Department of Justice; or

3. Notifying the requester that it does not maintain the record and providing, if known, the name and address of the governmental entity that does maintain the record.

G. In the event that the governmental entity determines that the requested record is protected from disclosure, or fails to respond to the request within the 90 day period, the requesting party may make application to the District Court, as defined at 7 N.N.C. § 253, in accordance with the proper processes of the Court for an order compelling the release of the record.

1. This application must meet the notice and filing requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 551 et. seq.

2. Any person who may have an interest in maintaining the confidentiality of the record may appear and demonstrate the need for maintaining the confidentiality of such record.

3. In determining the availability of any record requested, the District Court shall

apply the standards set forth in 2 N.N.C. §§ 84 and 85.

H. The Navajo Nation may assess the reasonable costs for photocopying and other activities associated with providing the record against the person requesting the record.

I. The implementation of the Navajo Nation Privacy and Access to Information Act shall be subject to rules and regulations duly adopted by the Government Services Committee. Records released may be subject to reasonable restrictions on use, pursuant to such rules and regulations of the Government Services Committee.

§ 89. Denials

A. If the governmental entity denies the request in whole or in part, it shall provide a notice of denial to the requester either in person or by sending the notice to the requester's address.

B. The notice of denial shall contain the following information:

1. A description of the record or portions of the record to which access was denied, provided that the description does not disclose protected information;

2. Citations to the provisions of this subchapter, court rule or order, state or federal statute or regulation that exempt the record or portions of the record from disclosure, provided that the citations do not disclose protected information;

3. A statement that the requester has the right to make application to the District Court for an order releasing the record and the time limits for filing the application.

C. Unless otherwise required by a court of competent jurisdiction, a governmental entity may not destroy or give up custody of any record to which access was denied until the period for an appeal has expired or the end of the appeals process.

§ 90. Ordinances Adopted in Compliance with Subchapter

A. Each governmental entity may adopt an ordinance or a policy applicable throughout its jurisdiction relating to information practices including access, denials, segregation, and appeals.

B. If any governmental entity does not adopt and maintain an ordinance or policy, then that governmental entity is subject to this subchapter.

C. Notwithstanding the adoption of an ordinance or policy, each governmental entity is subject to 2 N.N.C. §§ 83, 84, and 85.

D. Each ordinance or policy shall establish access criteria, procedures, and response times for requests to inspect or obtain records of the governmental entity, and time limits for appeals.

E. Each ordinance or policy shall establish an appeals process for persons aggrieved by the access decisions, allowing petition for judicial review to the District Court as set forth at 2 N.N.C. § 88(G).

§ 91. Criminal Penalties

A. A public employee or other person who has lawful access to any protected record under this subchapter, who intentionally discloses or provides a copy of a protected record to any other person is guilty of an offense and upon conviction thereof shall be punished by a fine of not less than \$1000 nor more than \$5000.

B. It is a defense to prosecution under subsection (A) that the actor released protected information in the reasonable belief that the disclosure of the information was necessary to expose a violation of law involving government corruption, abuse of office, or misappropriation of public funds or property.

C. A person who by false pretenses, bribery, or theft, gains access to or obtains a copy of any protected record to which he is not legally entitled is guilty of an offense and upon conviction thereof shall be punished by a fine of not less than \$1000 nor more than \$5000. No person shall be guilty who receives the record, information, or copy after the fact and without prior knowledge of or participation in the false pretenses, bribery, or theft.

D. A public employee who intentionally refuses to release a record the disclosure of which the employee knows is required by law or by final unappealed order from a governmental entity or a court is guilty of an offense and upon conviction thereof shall be punished by a fine of not less than \$1000 nor more than \$5000.

§ 92. Civil Penalties

A. A non-Indian who has lawful access to any protected record under this subchapter, who intentionally discloses or provides a copy of a protected record to any other person is subject to civil penalties of not less than \$1000 nor more than \$5000.

B. It is a defense to a civil action under subsection (A) that the non-Indian actor released protected information in the reasonable belief that the disclosure of the information was necessary to expose a violation of law involving government corruption, abuse of office, or misappropriation of public funds or property.

C. A non-Indian person who by false pretenses, bribery, or theft, gains access to or obtains a copy of any protected record to which he is not legally entitled is subject to civil penalties of not less than \$1000 nor more than \$5000. No person shall be subject to civil penalties who receives the record, information, or copy after the fact and without prior knowledge of or participation in the false pretenses, bribery, or theft.

D. A non-Indian public employee who intentionally refuses to release a record the disclosure of which the employee knows is required by law or by final unappealed order from a governmental entity or a court is subject to civil penalties of not less than \$1000 nor more than \$5000.

E. Any non-Navajo person within the Navajo Nation's jurisdiction, as defined at 7 N.N.C. § 254, having been found to be in repeated violation of this subchapter may be subject to the exclusionary provisions of the Navajo Nation, as provided at 17 N.N.C. § 1901 et seq..

October 22, 2015

FORT DEFIANCE CHAPTER

P.O. Box 366

Fort Defiance, Arizona 86504

Dear Chapter Officials:

The Office of the Auditor General, in conjunction with REDW LLC, Certified Public Accountants have completed the review of the Fort Defiance Chapter Five Management System for the three month period ending July 31, 2015. The purpose of the review was to determine whether Fort Defiance Chapter (Chapter) has met the objectives of a five management system, as defined by 26 Navajo Nation Code (N.N.C.), Local Governance Act.

The review included obtaining an understanding of the internal control policies and procedures established by the Chapter's five management system, evaluating the design effectiveness of the internal control procedures, determining whether such procedures have been placed in operation and other procedures we consider necessary to form a conclusion on whether the Chapter has met the objectives of a five management system.

The Navajo Nation Local Governance Act, 26 N.N.C., defines a five management system to include accounting, procurement, record keeping, personnel, and property management. During the review, we evaluated Fort Defiance Chapter's achievement of its Five Management System objectives in the areas of financial reporting, safeguarding of assets and compliance with laws and regulations. The review did not include an evaluation of Fort Defiance Chapter's operational effectiveness and efficiency beyond the five management system. Consequently, we provide no conclusion regarding the effectiveness and efficiency of the overall Chapter operations.

Background:

26 N.N.C. §101 requires chapter management to establish a five management system that provides reasonable assurance that:

- Financial transactions are authorized, valid and properly recorded to permit the preparation of basic financial statements and other financial reports.
- Assets are safeguarded against loss from unauthorized disposition or use.
- Chapter activities in the areas addressed by its five management system comply with applicable laws and regulations.

Review Results:

We noted no material weaknesses involving Fort Defiance Chapter's Five Management System and its operation. A material weakness is defined as a condition in which the design or operation of one or more management control does not reduce to a relatively low level the risk that errors or fraud in amounts that would be material may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. Auditing standards require us to note that an examination of this type does not necessarily disclose all matters in internal control that might be material weaknesses.

Accounting System:

Fort Defiance Chapter's financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. We conclude that the Chapter's financial reporting is reliable and accurate for the purposes of the Chapter's current operations.

Conclusion:

Fort Defiance Chapter Five Management System provides reasonable assurance that financial reporting is reliable and accurate, assets are safeguarded from loss and applicable laws and regulations are complied with. Therefore, we recommend that the Resources and Development Committee approve Fort Defiance Chapter for governance certification within the meaning of 26 N.N.C. §102.

Limitations of a Five Management System:

Although we conclude that Fort Defiance Chapter currently has an adequate five management system for financial reporting, safeguarding of assets or compliance with laws and regulations, we must note that any control system can only provide reasonable, not absolute, assurance that the Chapter will achieve its management system objectives. No control system can prevent all problems. In addition, the effectiveness of a control system changes over time.

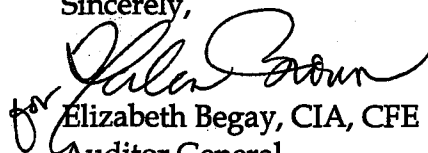
Maintaining an adequate five management system designed to fulfill control objectives is the responsibility of Fort Defiance Chapter management. Because of inherent limitations in internal control, errors or fraud may nevertheless occur and not be detected. Also, controls that are effective now may later become deficient because of the performance of those responsible for applying them. Finally, future changes in the Chapter organization may reduce the effectiveness of the controls established by the Chapter's Five Management System.

Letter to Fort Defiance Chapter
Page 3

This report is intended solely for the information and use by the Resources and Development Committee of the Navajo Nation Council, Fort Defiance Chapter and others within the Navajo Nation Government for the purpose of governance certification under the Local Governance Act. This report is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the assistance of the Chapter staff and officials in completing this review. Enclosed is a copy of our memorandum to the Resources and Development Committee indicating our favorable recommendation for governance certification of the Fort Defiance Chapter Five Management System. If you have any questions, please call me at (928) 871-6303.

Sincerely,

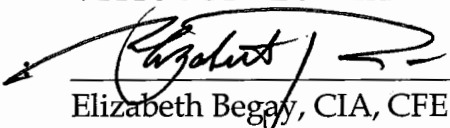

Elizabeth Begay, CIA, CFE
Auditor General

Enclosure

xc: Zondra J. Bitsuie, President
Lorraine W, Nelson, Vice President
Brenda Wauneka, Secretary/Treasurer
Tony K. Watchman, Community Services Coordinator
Benjamin Bennett, Council Delegate
FORT DEFIANCE CHAPTER
Martha Ellison, Legislative Advisor
RESOURCES & DEVELOPMENT COMMITTEE
Chavez John, Acting Division Director
DIVISION OF COMMUNITY DEVELOPMENT
Chrono

M-E-M-O-R-A-N-D-U-M

TO : Levon Henry, Chief Legal Counsel
OFFICE OF LEGISLATIVE COUNSEL

FROM 
Elizabeth Begay, CIA, CFE
Auditor General
OFFICE OF THE AUDITOR GENERAL

DATE : November 24, 2015

SUBJECT : Request for Legislation - Fort Defiance Chapter

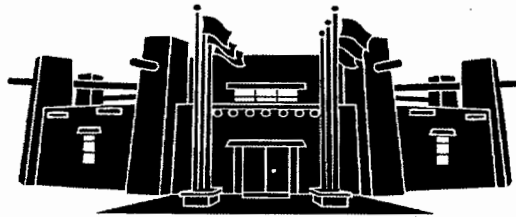
We request your office to prepare the legislation "An Action Relating to Resources and Development Committee; recommending governance certification of the Fort Defiance Chapter". The legislation sponsor will be Council Delegate Benjamin Bennett.

Attached is Exhibit "A" Report No. 16-01 "Recommending governance certification of the Fort Defiance Chapter", and Exhibit "B" Fort Defiance Chapter Five Management System manual.

If you have any questions, please contact our office at extension 6303. Thank you.

Attachment

Chrono



MEMORANDUM

TO: Honorable Ben Bennett
Crystal, Fort Defiance, Red Lake, Sawmill Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: December 7, 2015

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT; CERTIFYING THE
FORT DEFIANCE CHAPTER'S FIVE MANAGEMENT SYSTEM POLICIES
AND PROCEDURES

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0407-15_

SPONSOR: Benjamin Bennett

TITLE: An Action Relating To Resources and Development; Certifying the Fort Defiance Chapter's Five Management System Policies and Procedures

Date posted: December 17, 2015 at 4:45PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

**Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586**

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0407-15

SPONSOR: Honorable Benjamin Bennett

TITLE: An Action Relating to Resources and Development; Certifying the Fort Defiance Chapter's Five Management System Policies and Procedures.

Posted: December 17, 2015 at 4:45PM

5 DAY Comment Period Ended: December 22, 2015

Digital Comments received: *No comments received.*

1, 7 11

Policy Analyst
Office of Legislative Services

12/23/2015 - 2:30pm

Date/Time