

## **NEPOTISM**

### **Policy 618**

**Adopted by Naytahwaush Community Charter School Board: November 6, 2017**

#### **I. PURPOSE**

The purpose of this policy is to prevent nepotism for full-time and part-time employees in the school district.

#### **II. GENERAL STATEMENT OF POLICY**

- A. No employee of the school district shall be assigned to a position in which that employee is directly supervised by a relative. Relatives under this policy include the following relationships: the employee's spouse or ex-spouse, domestic partner, child, domestic partner's children, mother, father, brother, sister, step-family, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of the employee spouse or member of the employee's household, other than roommates.
- B. This policy does not apply to those employees who are hired to be casual; substitute or temporary employees and whose total days worked do not exceed sixty (60) days in a fiscal year.
- C. The Board of Education recognizes that specific child, school or legal demands may call for exceptions to this policy. If situations arise the Board of Directors will be notified, and the Executive Director (or their designee) will be responsible for administering these situations.

#### **III. DISCLOSURE**

- A. Employees must notify their supervisor if any family member applies for a position for which they will be responsible or may influence the employment actions referred to in this policy. In such instances, the employee has a duty to cooperate in making alternative arrangements.
- B. Internal and external applicants are required to self-disclose, at the time of application, if the position for which they are applying reports to or supervises a family member.
- C. Internal and external final candidates for positions must have an approved alternative arrangement in place prior to employment.
- D. The business office is available to facilitate or consult with parties about notification and making alternative arrangements.

- E. When the conflict of interest cannot be eliminated through alternative arrangements, the hire will not be approved.
- F. Individuals who do not notify their supervisors and do not make alternative arrangements are in violation of this policy and will be subject to disciplinary action in accordance with NLA policies and rules.

#### **IV. ALTERNATIVE ARRANGEMENTS**

- A. Alternative arrangements mean removing the responsibility or influence to hire, promote, reclassify, supervise, direct, evaluate, or make a salary recommendation, assign work or resources, approve leave requests, give any benefit, or terminate employment for the family member, and recusing oneself from influencing any employment related decision. This includes relationships that are established post-hire. If alternative arrangements are not possible, employment is not feasible.
- B. All related employees must sign an Alternative Arrangement Agreement which must be filed with the Business Office prior to hire. Documentation of the Alternative Arrangement Agreement and its approval must be maintained in the personnel file of all impacted employees.

#### **V. DUTY TO ACT**

Any supervisor or director who becomes aware of information regarding nepotism must notify the Executive Director within five work days of becoming aware of the information. The Executive Director will determine how to eliminate the conflict.

#### **VI. ACCOUNTABILITY**

Individuals violating this policy will be held accountable through existing disciplinary processes, with consequences ranging from non-selection to discipline up to and including termination.

#### **VII. REFERENCES**

Policy #705: Conflict of Interest  
Alternative Agreement Form (attached)

**Addendum to Policy #618-Nepotism**

*Alternative Arrangement Agreement*

To: \_\_\_\_\_  
From: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ (employee), due to your family relationship, your duties, and responsibilities need to be modified to eliminate any possibility of nepotism or appearance of impropriety. The purpose of this memo is to formalize the agreement regarding these changes.

\_\_\_\_\_ (current supervisor), given your functions and position as the \_\_\_\_\_ (supervisor position), we need to take formal steps to ensure that a conflict does not emerge. You must refrain from making or influencing any decisions such as to hire, promote, reclassify, supervise, direct, evaluate, make a salary recommendation, assign work or resources, approve leave requests, give any benefit, or terminate employment and other actions that may result in direct personal benefit to \_\_\_\_\_ (employee). Therefore, I am re-assigning the duties of supervision of \_\_\_\_\_ (employee) to \_\_\_\_\_ (new supervisor).

\_\_\_\_\_ (employee), you will report to \_\_\_\_\_ (new supervisor) who will conduct your annual evaluation and approve any of the above mentioned actions. If you have any questions related to any of these items, please discuss them with \_\_\_\_\_ (new supervisor) directly.

\_\_\_\_\_ (new supervisor), effective on the date of this agreement, you will assume supervisory responsibilities for \_\_\_\_\_ (employee). In this role, you should not consult or discuss any employment action concerning \_\_\_\_\_ (employee) with \_\_\_\_\_ (former supervisor).

Sign in the spaces below to acknowledge that you have read and understand the nature of the above conditions and agree to abide by them in your current positions and roles.

_____ Employee	Date _____
_____ Former Supervisor	Date _____
_____ New Supervisor	Date _____
_____ Board Chairperson	Date _____

**\*\*\*This document must be placed in the personnel files of all impacted employees\*\*\***