

Porcupine School

Pahin Sinte Owayawa

2024-2025

Policy Manual



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1.01 DISTRICT LEGAL STATUS

Pahin Sinte Owayawa – Porcupine School is a legal entity of the Oglala Sioux Tribe, from whom the school has been delegated to operate.

Ref: PSO Constitution, Article III

1.02 BOARD LEGAL STATUS

The affairs of the Pahin Sinte Owayawa – Porcupine School are governed by the Pahin Sinte Owayawa – Porcupine School Board in accordance with the school Constitution and By-laws adopted by the Oglala Sioux Tribal Council on December 10, 1979 by Resolution No. 1979XB.

Ref. PSO Constitution, Article III

1.03 BOARD AUTHORITY

The school board has the power and responsibilities set forth in the Constitution and By-laws of Pahin Sinte Owayawa – Porcupine School. The board exercises power only when in official session and votes to take action when a quorum is present.

Ref. PSO Constitution, Article III; PSO By-laws.

1.04 BOARD POWERS AND DUTIES

1. The Board has authority to conduct business at any properly called board meeting.
2. The Board shall be non-commercial, non-sectarian, and non-partisan. No commercial enterprise and no political candidate shall be endorsed by it.
3. The Board has the duty to meet at regularly designated times to transaction business, establish policy, and plan as necessary to maintain the education process at Pahin Sinte Owayawa – Porcupine School.
4. The Board has the Board has the duty to maintain accreditation requirements.
5. The Board has a duty to hire a Principal and all other employment positions; to evaluate, review and appraise personnel policy, and to adopt a salary schedule for all employees.
6. The Board has a duty to approve all travel by school personnel and board members undertaken on behalf of the school.
7. The Board has a duty to adopt an annual budget, to review the school budget on a timely basis, and to approve any amendments to the annual budget.
8. The Board has a duty to decide the nature and extent of educational programs.
9. The Board has a duty to select a school board election committee and authorize it to conduct all school board elections.

10. The Board has the power to appoint committees and advisory committees as the Board deems appropriate but may not delegate decision making authority to an advisory committee.
11. The Board has the exclusive right to the management and administrative control of the Pahin Sinte Owayawa – Porcupine School system.
12. The Board has the authority to buy, own, sell, assign, mortgage, or lease any interest in real or personal property for such periods as may be authorized by law and to hold, manage, mortgage, and sublease the same, except that the Board may not mortgage, encumber, sell or pledge any real or personal property held in the name of the Oglala Sioux Tribal Council.
13. The Board has the authority to make contracts, including contracts for employment, and to receive financial assistance from any governmental or private source and to expend school funds in the furtherance of its purposes.
14. The Board has the authority to borrow money and to issue evidence of indebtedness in furtherance of the purpose of the school and to secure the same by mortgage, pledge, or other lien upon the property of the school.
15. The Board has the power to sue and may specifically grant limited waivers of the school's immunity from suit and consent to the consent to be sued in the Oglala Sioux Tribal Courts or another court of competent jurisdiction provided, however, that:
 - a. Any such waiver or consent to suit granted shall in no way extend to any action against the Oglala Sioux Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe.
 - b. Any recovery against the school shall be limited to the assets of the school (or such portion of the school's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the school, and there shall be no recourse against any assets or revenues of the Tribe in order to satisfy the obligations of the school, including assets of the Tribe or property of the Tribe leased, loaned, or assigned to the school for its use, without transfer of title.
 - c. Any waiver of the school's immunities granted pursuant to these policies and the action of the school board shall be further limited or conditioned by the terms of such waiver.
 - d. Any waiver may be granted only by: (1) a resolution adopted by the majority vote of the school board for the specific purpose of granting a waiver; (2) the language of the waiver must be explicit; and (3) the waiver must be contained in a written contract or commercial document to which the school is a party.
 - e. Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the school.
 - f. Waivers of sovereign immunity shall be specific and limited as to duration, grantee, transaction, property, or funds of the school, court, and/or arbitration body having jurisdiction, and applicable law.

1.05 BOARD MEMBER LEGAL STATUS

An individual Board member has legal status only in his/her legal capacity as part of Pahin Sinte Owayawa – Porcupine School Board. No individual Board member has authority to act or speak on behalf of the School Board outside of a properly called meeting, and unless delegated authority to act on behalf of the School Board by Resolution of the School Board or as otherwise authorized under the school Constitution and By-laws.

Ref: PSO Constitution III

1.06 NUMBER AND TERM OF BOARD MEMBERS

The number and tenure of School Board members is set by the school Constitution, Article IV.

1.07 BOARD MEMBER QUALIFICATIONS

The qualifications required of the Board member eligibility are set forth in the School Constitution, Article V and Article VII.

1.08 BOARD MEMBER TERM OF OFFICE

1. Newly elected Board members shall assume their official duties at the first regular Board meeting after the election. In the event a newly elected Board member is unable or unwilling to take the oath of office, the prior Board members shall continue to serve until the vacancy is filled in accordance with the school's Constitution, Article IV.
2. The oath of office shall be administered by a school administrator or an Oglala Sioux Tribal Judge at or prior to the first regular Board meeting following the election.

Ref: PSO Constitution, Article IV.

1.09 BOARD MEMBER METHOD OF ELECTION

1. Elections for Pahin Sinte Owayawa – Porcupine School shall be held in accordance with the requirements of Article II of the School Constitution. In the event there is no laws set forth in the School Constitution governing the specific issue raised in an election, the School Election Committee has the discretion to rule upon the issue in accordance with the School Constitution, the Tribal Constitution, and any other applicable tribal law.
2. Any person eligible for Board membership may take out a nominating petition and be placed on the ballot, upon certification of the petition by the School Board Election Committee in accordance with the requirements of Article IV AND V of the School Constitution which requires twenty-five (25) signatures of eligible voters of the school service area. The School Board Election Committee shall have the responsibility for verifying candidate eligibility and voter eligibility working in coordination with the Tribal Secretary and Tribal election offices.
3. Any eligible voter as defined in the School Constitution shall be eligible to vote in the Pahin Sinte Owayawa – Porcupine School Board election.

4. Consistent with Oglala Sioux Tribe Ordinance No. 22-42, School Board elections will be valid and binding once certified by the School Board Election Committee without the requirement that the election be certified by the Tribal Council.

1.10 BOARD MEMBER UNEXPIRED TERM FULFILLMENT

1. Any vacancies occurring in the membership of the Board shall be filled pursuant to Article III, of the Pahin Sinte Owayawa – Porcupine School Constitution.
2. A vacancy on the Board shall be deemed to have occurred when a member:
 - a. Dies
 - b. Resigns
 - c. Ceases to physically reside within the Pahin Sinte Owayawa – Porcupine School service area
 - d. Is unable to serve on the Board and attend meetings for more than ninety (90) consecutive days because of illness or prolonged absence
 - e. Fails to discharge the duties of his/her office
 - f. Fails to qualify as provided by law
 - g. Is convicted of a felony
 - h. Fails to attend three (30) regular Board meetings, without being excused
 - i. Attends a meeting under the influence of alcohol or illegal drugs
 - j. Is removed for any reason allowed by law
 - k. Accepts a permanent position within the school system, including extra duty contracts within the school system. Board members shall be allowed to volunteer to assist the school
 - l. Violates any provisions of the School Board Code of Ethics
3. Any vacancy occurring in an office shall be so declared by the Board and filled by appointment by a majority vote of the Board in accordance with Article III of the school Constitution, which requires:
 - a. An announcement of the vacancy will be published in a newspaper with circulation within the school service area.
 - b. The announcement will invite individuals to submit nominations and will list a specific date by which nominations must be submitted. Nominating forms may be obtained from the school business office.
 - c. The Board will meet in executive session to discuss the qualifications, interests, attitudes and goals of the potential candidates.
 - d. The Board will interview potential qualified appointees who meet the eligibility criteria for Board membership in an executive session.
 - e. The appointment of a new member will be made by a majority vote of the board members at an open meeting.
 - f. Action on the appointment will be included in the published agenda of the meeting.

1.11 BOARD MEMBER RESIGNATION, DISCIPLINE, SUSPENSION, AND REMOVAL

1. Members may resign by filing written notice to the Board at a regular meeting where a quorum is present.

- a. The resignation shall not be effective until a successor is appointed. The resigning member shall serve his/her official capacity as a board member until the appointment of a replacement is complete, unless unable to do so because of legal or medical reasons as approved by majority vote of the School Board.
 - b. Official materials given to a Board member remain the property of the Board and shall be returned when a member leaves the Board.
2. Board members may be disciplined by sanction or removed by the Board. The grounds for such discipline or removal are as stated in Article VII of the school's Constitution as follows:
 - a. Removal for cause, or discipline in the form of a sanction or reprimand requires an affirmative majority vote of the remaining Board members.
 - b. The majority of the remaining Board may vote to remove or sanction any Board member who:
 - i. Is absent from three (3) consecutive regular meetings.
 - ii. Has in adequate attendance at meetings while on travel status.
 - iii. Unethical or unlawful conduct.
 - iv. Conduct unbecoming of a Board member as determined by affirmative vote of three (3) Board members.
 - v. Violation of Pahin Sinte Owayawa – Porcupine School's Alcohol and Drug policies as set forth in the Pahin Sinte Owayawa - Porcupine School Policies and Procedures Manual, and as required by Oglala Sioux Tribal Council Resolution 93-109.
 - vi. Violation of any Pahin Sinte Owayawa Fiscal Management Policies and Procedures.
 - vii. Violation of School Board Code of Ethics or the Code of Ethics of the American School Board Association.
 - c. The School Board shall conduct a sanction or removal hearing prior to voting on sanction or removal and shall issue a notice of hearing to the School Board member in question in writing at least five (5) days in advance of a sanction or removal hearing. Notice shall be deemed delivered three (3) days after mailing or when received, whichever is the shorter timeframe. The School Board shall provide the Board member with opportunity to be heard, notice of the allegations that are the grounds for removal or sanction, opportunity to examine any witnesses, and opportunity to present any witnesses or evidence in their favor. The Board member may be represented by an attorney or advocate at their own expense.
 - D. The Board President shall notify a Board member of the issuance of a sanction and shall ensure the notice of sanction is included in the School Board minutes. In the event of removal, the ex-Board member of removal by certified mail that such removal has taken place. In the event the President is removed, the Vice-President shall be responsible for delivering notification by certified mail.
3. A Board member may be removed for cause by vote of fifty-one percent (51%) of the electorate eligible to vote in a school board election. Such vote shall be held in a duly called recall election which shall be scheduled under the direction of a school election committee upon the occurrence of the following:

- a. A recall petition must be filed with the School Board naming the Board member or members to be removed, the reason for approval, and be duly verified by the circulator of the petition as true, correct, and accurate.
- b. The recall petition must be circulated and signed by fifty-one percent (51%) of the total number of votes cast in the preceding school board election. Beside each signature, the signer must place the date of signing and his/her local address.

4. Grievance against a Board Member.

- a. Any member of the public, student or school employee may file a grievance against a board member. Such a grievance must be based on one or more of the following reasons:
 - i. Unethical or unlawful conduct.
 - ii. Conduct unbecoming of a Board member as determined by affirmative vote of three (3) Board members.
 - iii. Violation of Pahin Sinte Owayawa – Porcupine School Alcohol and Drug policies set forth in the Pahin Sinte Owayawa - Porcupine School Policy and Procedures Manual, and as required by Oglala Sioux Tribal Council Resolution No. 93-109.
 - iv. Violation of any Pahin Sinte Owayawa – Porcupine School Fiscal Management Policies and Procedures.
 - v. Violation of School Board Code of Ethics or the Code of Ethics of the American School Board Association.
- b. A grievance shall be filed in writing with the School Principal's Office. The Principal shall provide a copy of the grievance to the School Board Recording Secretary and President, unless the grievance is on one of these School Board officials in which case the second official to receive the complaint shall be the Vice-President of the School Board. The School Board shall review the grievance in executive session and determine if one of the following actions is warranted:
 - i. Conduct of a sanction or removal hearing in accordance with this Section of this Policy in which event the Board shall take action on the record my motion to hold a hearing.
 - ii. Further investigation of the grievance in which case the Board shall take action by motion to direct further investigation, who will be responsible for conducting the investigation, and a timeframe for reporting back to the Board.
 - iii. Dismissal of the grievance if the grievance does not meet one of the grounds for sanction or removal set forth above, in which case the Board will dismiss the grievance by motion.
- c. The School Board will notify any person filing a grievance of the disposition of the grievance. If a sanction or removal hearing is scheduled, the grievant shall be provided with notice of the date and time of the hearing and provided with notice that if they do not

appear for the hearing, the grievance may be dismissed if there is insufficient evidence of a violation in the absence of their testimony.

1.12 BOARD OFFICERS

If a Board office becomes vacant, a special election at the next Board meeting shall be held to fill such office for an interim length, which will expire at the annual meeting. The following officers shall be elected at the first regular Board meeting in December, after Board elections:

1. President
2. Vice-President

1.13 BOARD OFFICERS – METHOD OF ELECTION

Board officers shall include the President and Vice-President. Election of officers shall be held annually at the first regular meeting in December of each year. Once a quorum is established, the Board shall receive nominations from the Board members present for President. The vote shall be by roll call.

Once elected, the new President shall immediately assume the position of President and shall preside over the election of the Vice-President, and any remaining business. Officers elected shall serve until the regular meeting held in December of the following year.

1.14 DUTIES OF BOARD PRESIDENT

The President shall preside at all meetings, make reports and perform all other duties required by law. In duties of the President include the duty and responsibility to:

1. Appoint and dissolve all committees with the approval of the vote of a majority of the Board.
2. Preside at all meetings of the Board but cannot make motions.
3. Act as liaison between the Pahin Sinte Owayawa – Porcupine School and the Oglala Sioux Tribal Education Committee and report to such committee on a regular basis or when called upon by the Committee.
4. Countersign restricted fund checks, contracts, and official reports submitted on behalf of the Board.
5. Confer with the Principal on crucial matters which may occur between school board meetings.
6. Represent Pahin Sinte Owayawa – Porcupine School when called upon by the School Board to do so by action of the School Board.
7. To call regular, special and emergency meetings of the Board.
8. To prepare the agenda for regular, special and emergency meetings in conjunction with the Principal.
9. To call emergency meetings when necessary.
10. Ensure accurate journal is kept of the proceedings of the Board.

11. To ensure notice of the school board election is given not earlier than sixty-two (62) days, and not later than thirty-two (32) days prior to the School Board election date.
12. To preside over meetings which includes the authority to recognize speakers, call for motions, call for discussion, and call for a vote on any pending motion in accordance with Roberts Rule of Order. The President is responsible for maintaining order during Board meetings and has authority to restrict discussion to the question before the Board.

Ref: PSO Constitution, Article X

1.15 DUTIES OF BOARD VICE-PRESIDENT

The Vice-President shall assist and shall perform the duties of the President in his/her absence.

Ref: PSO Constitution, Article X

1.16 DUTIES OF THE BOARD RECORDING SECRETARY

The School Board by resolution appoint a Recording Secretary to keep accurate minutes of the School Board meeting. The Board may by resolution authorize payment of reasonable compensation for performance of Recording Secretary duties which shall include:

1. Keeping accurate minutes of the meetings of each duly called Board meeting.
2. Presenting draft board minutes for Board approval within forty-five (45) days of each Board meeting.
3. Issuing notices as directed by action of the School Board.
4. Ensuring all Board minutes and resolutions are signed by the President and Recording Secretary and original minutes and resolutions are properly maintained in a secure location within the Business Office.
5. Ensuring copies of all approved Board minutes and resolutions are distributed to each Board member, the Principal and Business Office.

1.17 SCHOOL BOARD MEMBERS

1. Individual Board members or groups of Board members shall not have independent authority to speak for the Board and shall make no out-of-meeting commitments or conduct Board business unless directed to do so by the Board.
2. In the absence of the President and Vice-President at a duly called Board meeting, a majority of the quorum of the Board may appoint a Board member to preside over the meeting and perform the duties of the Board President in his/her absence.
3. The Board is not bound in any way by any statement or action made by an individual Board member or employee, except when such statement or action is pursuant to a specific motion or resolution enacted by the board at a duly called meeting.

1.18 NEW BOARD MEMBER ORIENTATION

All new Board members must complete forty (40) hours of training within one (1) year of appointment (reference 25 CFR §39.603).

Within sixty (60) calendar days of the appointment or election of new Board members, the Principal shall ensure that orientation for the new Board member(s) is completed.

The Board President and Principal shall assist each new Board member to understand the functions, policies, and procedures before and after taking office.

Newly chosen Board members are encouraged to attend Board meetings in the interim between his/her election and the start of his/her term of office and shall be given selected materials dealing with the school.

1.19 BOARD MEMBER DEVELOPMENT OPPORTUNITY

Board members are encouraged to participate in meetings, conferences, and workshops for state and national education associations and to take part in other activities which will help them become better informed and able to perform their duties. Participants shall share the information, recommendations, and materials acquired with the Board and appropriate staff.

Funds for participation in such meetings and activities will be budgeted annually. The Board shall designate which Board members may attend such meetings or activities.

1.20 BONDED BOARD MEMBERS

All Board members signing checks shall be bondable and included under the school's bond.

1.21 BOARD COMPENSATION AND EXPENSES

Reimbursement to Board members for official travel shall follow the travel expense procedures established herein.

The Board shall compensate its members for any reasonable actual expenses incurred in the performance of their duties and mileage as board members. The Board shall establish a stipend for attendance at regular and special board meetings by resolution of the Board. Stipend amounts shall not exceed a reasonable amount, based on the average amounts paid to school boards on the Pine Ridge Indian Reservation as a meeting stipend. For Board members who attend Board meetings in person, mileage will be paid at the GSA rate.

Travel expenses shall be reimbursed in accordance with the Travel and Expense policies of the school applicable to personnel. Board members are also subject to Section 1 of the School policies, including Section 1.52(3)(g) regarding gifts, gratuities, and meals.

1.22 SCHOOL ATTORNEY

The Board may retain an attorney to advise and represent the school and the School Board at its discretion. The attorney will be required to attend such meetings where his/her services are requested. The school attorney shall advise the Principal and the Board on legal matters submitted to him/her. Attorney's services to employees for actions undertaken in their official capacities as employees are available only by

permission of the Board. The school board may also authorize legal counsel for such employees when a conflict of interest exists in the Board's or provide for reimbursement of legal expenses incurred when the employee prevails in any legal proceeding against the employee in their capacity as an employee. Attorney's services are available through the Principal to the Business Manager and Human Resource Manager by permission of the Board. This permission may be revoked by the Board in the event of a conflict of interest. The school attorney shall maintain all necessary certification to practice law in the State of South Dakota and the Oglala Sioux Tribal Courts.

1.23 CONSULTANTS

All consultant contracts must have prior Board approval before the delivery of any services at the school. No contracts will be paid in advance for unperformed services unless the School Board authorizes payment in emergency circumstances. Emergency circumstances include those where services cannot be procured in a timely manner, where the advance payment is for reasonable costs to mobilize construction contracts, or where the advance payment is required to procure equipment or other materials.

1.24 AWARDS, RECOGNITIONS, CERTIFICATES

The Board shall recognize outstanding achievement and services to the educational community with awards of certificates of appreciation to Board members, staff, students, and community members.

Local school leadership shall develop and implement "showcasing" opportunities for students designed to allow them the opportunity to demonstrate special skills, talents or abilities, and those equipment, facility and materials resources required for the implementation of an effective activities program.

The local school board will establish a policy providing for the regular and consistent acknowledgement of student achievement and performance during the school year.

1.25 ANNUAL MEETING

The annual meeting shall be held on the same day at the same time in August of each year as is established by the School Board by adopting a resolution.

1.26 REGULAR BOARD MEETINGS

A regular meeting of the school shall be held on the same day of the month at the same time every month as is established by the School Board by adopting a resolution setting the date and time for regular meetings. The day of the month and time for regular meetings shall only be amended by approval of a school board resolution and posting of the resolution in public places for thirty (30) days. Written notice of the regular meeting, minutes of the previous meeting, and the prescribed agenda shall be mailed to the board members no later than forty-eight (48) hours in advance of the meeting date. Written notice of the regular meeting and the prescribed agenda shall be posted at conspicuous places, and/or published no later than forty-eight (48) hours in advance of the meeting date. The number of emergency meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe's Education Code.

1.27 SPECIAL AND EMERGENCY BOARD MEETINGS

Special meetings may be called whenever deemed necessary by the President, a majority of the Board or by a petition signed by no less than fifteen percent (15%) of eligible voters. Written notice of the time, place, and purpose of special meeting shall be posted in a conspicuous place and mailed to every Board

member by the President at least three (3) days prior to the date of the special meeting. No business other than that stated in the notice of meeting may be transacted at the special meeting.

The number of special and emergency meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe Education Code.

In the event of the need of immediate board action, which for the purpose of this section shall be defined as an emergency, the President shall contact all other board members, either personally or by telephone, notifying them of a need to hold an emergency meeting. The emergency school board meeting may be held wherever or whenever it is deemed necessary, after due notice by text, email, telephone call or voice message, or fax to each board member is given. The presence of a quorum of the school board shall be sufficient and necessary to hold a proper emergency school board meeting. The President may appoint a school board member to be secretary at the time to record such emergency meeting.

Attendance at a regular, special or emergency board meeting constitutes a waiver of the notice requirement except where a Board member attends for the express and exclusive purpose of objecting to the transaction of business because the meeting is not properly called or convened.

1.28 RECESSED MEETING

The Board may, by majority vote, recess an official meeting or personnel hearing until a later time, and continue the recessed meeting or personnel hearing at the point where the previous meeting or personnel hearing recessed. Public notice shall be given of the time and placed for the reconvened meeting, but not for the personnel hearing. Recessed meetings when reconvened shall be called back to order and back in session by the President.

1.29 PUBLIC HEARING

The President, or another board member appointed by action of the Board shall preside at public hearings required by law or others deemed advisable and shall inform the public at the beginning of the hearing about the procedures that will be followed regarding questions, remarks, rebuttals, time limitations and other rules. TO remark, citizens must be recognized by the Presiding Officer, and all remarks must be addressed to the Presiding Officer and be relevant to the topic. The Presiding Officer will recognize persons who have not commented previously before recognizing persons who wish to remark a second time. An audio recording and minutes shall be kept of all public hearings.

1.30 WORK SESSIONS

The Principal or President may conduct informal work sessions with Board members that may be open to the public to discuss issues and to keep them better informed about the progress and needs of the school. No official Board action shall be taken during such work sessions.

1.31 BOARD MEETING NOTIFICATION

Notice shall be given of the date, time and place of all regular board meetings, by the Principal or his/her designee to board members forty-eight (48) hours prior to meeting and shall be posted in open public locations within the school service area, or published by notice to the official local newspaper and radio stations on the Pine Ridge Indian Reservation. Notice shall be given of the date, time, place and meeting purpose of all special board meetings, by the Principal or his/her designee to board members three (3) days

prior to meeting and shall be posted in open public locations within the school service area, or published by notice to the official local newspaper and radio stations on the Pine Ridge Indian Reservation.

1.32 BOARD MEETING PREPARATION

The Principal or his/her designee shall provide the Board members with information to assist them in reaching sound and objective decisions consistent with established goals prior to any Board action. Board members are expected to study the information and contact the Principal to request additional information necessary to assist them in the decision-making responsibilities.

1.33 BOARD MEETING AGENDA

The Board shall follow the order of business on the printed agenda for regular board meetings. The Board shall follow the notice of special meeting for special meetings. The Board also authorizes the use of a Consent Agenda where appropriate. Regular meeting agendas must include the following Order of Business:

- I. Roll Call
- II. Call to Order
- III. Invocation
- IV. Approval of Agenda
- V. Approval of Minutes
- VI. Unfinished Business
- VII. Committee Reports
- VIII. New Business
- IX. Public Participation
- X. Other
- XI. Adjournment

1.34 DISTRIBUTION OF BOARD MEETING MATERIALS

The Principal is responsible for preparing and disseminating an agenda and other reports to all Board members at least two (2) working days prior to the Board's meetings. Materials prepared for Board meetings may be sent to Board members by email. The Financial Reports of the Business Office, including a list of accounts payable items, shall be included in the documents sent prior to all Finance Committee special meetings. The report shall include supervisor monthly reports, minutes of previous meetings that require Board approval and any other information that will need an advance study. Publicly available Board meeting materials may be picked up from the Principal's Office prior to a Board meeting.

1.35 RULES OF ORDER

Robert's Rules of Order (revised) shall govern the Board, except where such rules are in conflict with the Constitution and By-Laws of Pahin Sinte Owayawa – Porcupine School. The Board shall decide when such rules are in conflict with the above-mentioned authorities.

1.36 QUORUM

Three (3) voting members of the Board shall be present at official meetings to constitute a quorum to transaction business. The act of the majority of members present at a meeting shall constitute an act of the

Board unless By-Laws, Constitution, or policies require a 2/3 majority vote. No stipend shall be paid for a meeting at which no quorum was established, but mileage for those board members present shall be paid.

1.37 AMENDMENTS TO THE CONSTITUTION

The Constitution may be amended by the vote of three (3) Board members, and the approval of the Oglala Sioux Tribal Council. The By-Laws may be amended by a 2/3 vote of the Board at a duly called meeting, and the approval of the Oglala Sioux Tribal Council. Amendments to the Constitution or By-Laws have no effect until approved by the Oglala Sioux Tribal Council.

1.38 VOTING METHOD AT BOARD MEETINGS

Voting at all meetings of the Board shall be by call of the roll unless otherwise established by a majority vote of the Board members present and the results shall be duly recorded in the minutes. Voting on motions shall be by roll call and published as such in the Board minutes.

1.39 MINUTES OF BOARD MEETINGS

The Board shall appoint a recording secretary to keep the minutes of all official Board meetings. Minutes of the Board meetings are a written record of the proceedings, must be approved by a majority vote of the Board, signed by the Board President, and shall be published by the Principal within a week following their approval. The Recording Secretary's name shall be noted on each set of officially approved minutes. Minutes of Advisory Committee meetings must be submitted to the Board for approval. An official record of the minutes shall be kept on file in the Principal's Office and are open to public inspection during the working day. The Principal has the authority to post official approved minutes on the school website at the discretion of the Principal. The School Board shall approve the minutes of every meeting of the Board within twenty (20) calendar days after such meeting. Minutes shall include:

1. A record of all actions taken by the Board, with the vote of each member recorded.
2. Resolutions and motions in full.
3. A record of disposition of all matters the Board considered but took no action.

All approved minutes shall be kept on the school main office in a binder. A binder or folder for each Board member shall be kept in the main office that includes the minutes, approved reports to the Board, and copies of all material considered by the Board at the meeting, excluding personnel or other confidential materials which shall be maintained in accordance with PSO confidentiality policies.

1.40 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board encourages advice or input from the community it serves. In order to affect this, the Board shall schedule a place on the agency for brief comments and questions from the public. This brief period shall be conducted as follows:

1. Any individual desiring to address the Board shall sign a Sign-In sheet to be maintained by the Recording Secretary at the beginning of the meeting, or before the start of the Board meeting. Prior to publicly hearing any matter brought before the Board from a member of the public, the School Board President shall determine whether the item must be heard in Executive Session.

2. Members of the public wishing to make formal presentations before the Board shall make arrangement sin advance in writing to the Principal or Board President to be scheduled on the agenda.
3. Comments or questions at a regular meeting may relate to any topic concerning the school. Comments or questions at special meetings can only relate to special meeting agenda topics.
4. Speakers may offer criticism of school operations and programs, but no personal complaints against school personnel will be allowed. Personnel grievances will be handled in accordance with the School Personnel Policies which require the filing of a written grievance and following the grievance process set forth in the Personnel Policy. Grievances filed by students or parents will be handled in accordance with Section 4.25 of the school policies.
5. Student disciplinary matters shall not be heard in a public board meeting but shall be handled in accordance with Section 4 of the School Policies in Executive Session for the protection of the students.
6. People who speak shall limit their remarks to a maximum of five (5) minutes and groups are urged to designate a spokesperson.
7. The Board President shall call on all speakers who shall properly identify themselves, maintain order, and adhere to the time limits set and the item(s) on the agenda.
8. Questions shall be answered immediately by the President or referred to the Principal for a reply. Those questions which require further examination or deal with the day-to-day operation of the school, shall be referred to the Principal for consideration at a later response.
9. The Board encourages the attendance and participation by District officers and representatives at each public Board meeting.
10. The Board President has authority to recognize speakers, to terminate the comments of any person that are not in order, and to require any person who disturbs good order or whose conduct disrupts
11. the School Board meeting to leave the meeting. The School Board also has such authority when acting by majority vote.

1.41 BOARD MEETING NEWS COVERAGE

A copy of the agenda will be sent in advance of all official Board meetings to members of the news media who request it. Representatives of the news media who are unable to attend a Board meeting may be provided with approved Board minutes upon their written request to the Principal. Individual Board members shall refer requests from news media representatives for information about Board meetings and Pahin Sinte Owayawa – Porcupine School to the Board President and Principal.

1.42 EXECUTIVE SESSION

All meetings of the Boar shall commence as a public meeting. The Board may enter executive session upon the approval of a motion to declare an executive session for the following purposes as specified by law:

1. When hearing charges brought against a public officer or employee unless the public officer or employee requests a public hearing.
2. To consider information regarding the qualifications, appointment, employment, competence, performance, disciplinary action or dismissal of a public officer or employee or prospective employee public officer or employee.
3. To conduct a hearing of a student disciplinary action.
4. When consulting with legal counsel or reviewing communications from legal counsel about contractual matters or litigation matters.
5. To take any other action where tribal or federal statute requires a closed session.
6. To protect the privacy of students.

Only personnel or other people authorized by the Board shall be allowed to attend executive sessions. The President may declare the Executive Session and can declare the end of an Executive Session, and the Recording Secretary shall record the time the Board goes into Executive Session and when Executive Session is out.

1.43 POLICY DEVELOPMENT

The Board is the policy making body for the school and shall exercise leadership in the operation of the school through the development and adoption of written policies. Changes in the needs, condition, purposes, and objectives of the school will require revisions, deletions, and additions to Board policies. Proposal(s) for new policy or change(s) to existing policy may be initiated in writing to the Principal or the Board President.

The Principal shall be responsible for drafting policy recommendations into acceptable written form for further deliberation or action by the Board.

The policies of the Board shall comply with tribal and federal laws, rules and regulations. The Principal may seek the counsel of the school attorney for an opinion on any proposed policy revisions.

The local school leadership shall direct the development and distribution of a School Leadership Policy Manual prior to the start of the 2024-2025 School Year which shall incorporate all orientation and training materials along with roles and responsibilities of each position, along with fiscal, education, support service, personnel, facility, transportation student, and other policies provided for within the school system.

The school leadership or designated administrative personnel will develop policies regarding the duties and responsibilities of personnel providing supervision of student in on-campus and extracurricular activities proper to the start of the 2024-2025 school year. The school leadership or designated administrative personnel will provide an orientation as to the duties, compensation and responsibilities of those personnel providing supervision for students.

1.44 POLICY ADOPTION

Final policy-making authority shall be exercised by the Pahin Sinte Owayawa – Porcupine School Board through utilization of the following procedures:

1. A policy may be amended by a majority vote of the Board members at any regular meeting with a quorum present.
2. The recommendations of the Principal and viewpoints of persons or groups affected by the policy shall be considered by the Board.
3. Policies are in effect on the date of adoption or time designated by the Board.

1.45 TEMPORARY POLICY

The Board may temporarily approve a policy to meet an emergency under extraordinary conditions. Regular policy-making procedures shall be followed before a temporary policy becomes permanent. A temporary policy shall be in effect for no longer than ninety (90) days.

1.46 POLICY DISSEMINATION

The Principal shall provide access to an updated Policy Manual for members of the Board and all employees of the school, its students, and the general public. The Board Policy Handbook is a matter of public record and shall be open for public inspection at the Principal's or Human Resource Department during the working day. The policy manual may also be available on the school website. All policies approved by the School Board in the previous year, including the Personnel Policies and Procedures Handbook shall be sent to the OST Tribal Education Each year in October.

1.47 POLICY REVIEW

Pahin Sinte Owayawa – Porcupine School shall be reviewed annual at a working session of the Board, public, and appropriate administrative staff. The Board shall consider the success of existing policies in achieving the educational and student developmental goals of Pahin Sinte Owayawa – Porcupine School and shall revise the policies to conform to those goals. The Policies of the school shall be reviewed prior to the start of the school year. Amendments to the Personnel Policy and Student Handbook shall be adopted on or before the first day of the school year, unless there is an immediate need for amendments to address legal, business, or other policy concerns. All policies approved by the School Board shall be provided to the OST Tribal Education Agency on an annual basis in July.

1.48 REVIEW OF ADMINISTRATIVE DIRECTIVES

The Board may review directives issued by the administration and veto such rules at its discretion after consulting with the Principal.

1.49 ADMINISTRATION IN POLICY ABSENCE

The Board intends that written policies serve as mandatory guidelines for the discretionary action of those in authority and as a source of information and guidance for persons who are interested in or affected by the policy. The Principal has the authority to act in the event the policies and procedures of the Board have provided no guidance for required administrative action. Such decisions shall be subject to Board review at the next regular Board meeting. The Principal shall promptly inform the Board of such action and of the need for policy guidance.

1.50 SCHOOL BOARD RECORDS

The Recording Secretary of the Board is the legal custodian of all official records of the Board. He/she shall also be responsible for the safekeeping of all official papers and other documents which belong to the Board or that pertain to its business. The location of all official records of the board shall be the Main Office. The official minutes of the Board, the written policies and financial records shall be open for inspection in the Principal's office by any citizen desiring to examine them during regular working hours. Confidential files pertaining to individual students or staff shall not be released to or be in the possession of unauthorized personnel.

1.51 MEMBERSHIP IN SCHOOL BOARD ASSOCIATIONS

The Board shall participate as a group and on an individual basis as fully as possible in educational associations and may join any organization by resolution of the Board. The dues for such membership shall be paid out of the general fund if membership has already been approved by the Board.

1.52 SCHOOL BOARD CODE OF ETHICS

Education at Pahin Sinte Owayawa – Porcupine School rests on firm commitments to the dignity and worth of the individual; to the preeminence of enlightenment and reason over force and coercion; and to government by the consent of the governed. Schools prosper to the extent they merit the confidence of the people. In judging schools, society is influenced to a considerable degree by the character and quality of their school board.

To meet these challenges, School Boards have an obligation to exercise leadership. School Board Members shall comply with the following code of ethics:

1. Attend all meetings, discuss items presented on the agenda, suggesting other items for consideration, and vote and act upon motions and resolutions impartially for the good of the school.
2. Accept the will of the majority vote in all cases and give support to resulting policy.
3. Become familiar with school policies and procedures, and the school laws of the Oglala Sioux Tribe and the United States Government.
4. Have knowledge of the educational aims and objectives of the school.
5. Represent the Board and the school to the public in such a way as to promote interest and support.
6. Refer all written suggestions and complaints to proper school authorities and abstain from individual counsel and action.
7. Exercise no administrative responsibility with respect to the school. May not interfere with the day-to-day operations.
8. Refrain from commanding the services of any school employee.
9. Respect the civil rights of those with whom the school board member has contact in the performance of his/her duties.

10. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, illegal drugs, or use of misleading or false statements.
11. Develop, interpret, and accurately represent School Board policies. Board members are encouraged to visit the school as a parent/guardian or a volunteer, and not as a board member, except for school events requiring Board involvement.
12. Distinguish personal politics, attitudes, and opinions from School Board policies.
13. Safeguard confidential information.
14. Not allow decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld.
15. Avoid preferential treatment and conflicts of interest.
16. School Board members applying for employment or extra duty as PSO shall first resign from their positions on the Board.

1.53 BOARD MEMBER CONFLICT OF INTEREST

1. Every Board Member is required to disclose to the School Board, potential, actual, or apparent conflicts of interest. No board member may be present during any part of the decision-making process where a potential, actual, or apparent conflict of interest exists, and may not participate in the vote on any matter involving a conflict of interest.
2. Conflicts of interest are defined as:
 - a. Personal financial gain, for the purpose of this policy, is defined as: Financial benefit to the person or their immediate family.
 - b. Personal conflict of interest is defined as: A conflict involving personal relationships in which the Board determines based on objective evidence, that the decision maker is not capable of making an objective decision.
 - c. “Immediate family member” is defined as meaning parent, grandparent, child, grandchild, or sibling, whether by blood, marriage or adoption. An immediate family member shall also include all persons living within the household of a Board member.
3. Conflicts of interest are prohibited. Examples of conflict of interest include:
 - a. No officers or members of the school board shall receive any financial benefit whatsoever from the purchase of goods or services for the school.
 - b. Any contract of the school in which members of the school board has a direct or indirect interest shall be considered null and void unless the board member did not participate in the award or selection for the contract. No Board member may have a financial interest in a contract with the Pahin Sinte Owayawa – Porcupine School.

- c. No school board member shall be employed by Pahin Sinte Owayawa - Porcupine School and draw salary or compensation for work completed that is direct part of the school, unless otherwise provided in the By-Laws.
 - d. Any school board member may run for the Ogalala Sioux Tribal Council. However, if elected to such body, he/she must resign from the school board.
 - e. In the event that a tribal council member, or Pahin Sinte Owayawa – Porcupine School board/staff member should seek office or employment at Pahin Sinte Owayawa – Porcupine School, he/she must first resign his/her employment or his/her elected position before being seated or employed by the school.
 - f. When a person applying for employment is a member of the immediate family of a Board or Committee member which by rule, or practice regularly nominates, recommends, or screen candidates, that relative shall be disqualified from participation in any selection procedures or subsequent personnel action. The requirements of this section shall include service contracts.
 - g. Any Board member so related shall abstain from Board action involving a member of that Board member’s immediate family.
 - h. Acceptance of gifts, gratuities, or meals from contractors per personnel employed by the school or under consideration for employment of contract with the school unless such gift or gratuity is first disclosed to the School Board and then approved by motion. If not approved, such gift or gratuity shall be turned over to the school for disposition. In recognition and support local customs, those gifts given as part if community activities or Lakota custom are allowed, if the employee discloses the gift, in writing, to the Principal, and for Board members, as long as the Board member discloses the gift to the School Board, and the School Board approves the gift for record. PSO shall not use any federal funds to provide gifts to the School Board, and any gift must be approved by action of the School Board, and no gift shall exceed \$150.00 in value.
4. Every Board member is required to disclose to the School Board potential, actual, or apparent conflicts of interest. Where a conflict of interest involves a member of the School Board, that School Board member shall remove themselves from the room until a decision has been made on the issue, and shall refrain from participation in the decision making, including discussion of the issue. If another Board member, school personnel, or any other person raises a Board Member Conflict of Interest, the Board member ay remove themselves from participation in the decision making, or the School Board may remove the Board member from decision making by a majority vote.

SECTION 2: School Administration

<u>Sec.</u>	<u>Policy</u>
2.01	Section Application and Administration Goals
2.02	School Attendance Area
2.03	School Year
2.04	School Calendar
2.05	Extended School Year
2.06	Summer Session Extending Learning Opportunities
2.07	School Day
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2.09	Emergency Closing
2.10	Administrator Code of Ethics
2.11	Organization Charts
2.12	School Organizing Plan/Administrative Reporting Requirement
2.13	School Buildings
2.14	Line and Staff Relations
2.15	School Principal Supervision and Authority
2.16	Principal Qualifications, Recruitment, Selection and Interview Process
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2.20	Principal Consulting
2.21	Evaluation of Principal
2.22	Principal Resignation
2.23	Board/Principal Relations
2.24	Administrator Compensation Guides and Contracts
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2.26	Time Schedules
2.27	Part-Time Administrators
2.28	Administrative Intern Program
2.29	Committees to Administration
2.30	Board Policy Implementation
2.31	Disregard for Policy

2.01 SECTION APPLICATION AND ADMINISTRATION GOALS

This section shall apply to the Principal only. In the event there is no guidance in this section regarding an administrator, the Personnel Policies for the school shall apply. The general purpose of the administration of the school shall be to coordinate and supervise the creation and operation of an environment in which students learn. The goals of the administration shall be:

1. To effectively manage the academic and support programs of the school.
2. To provide professional advice and counsel to the Board and advisory groups.
3. To implement the management function to assure the best and most effective learning processes through achieving such objectives as:
 - a. Providing leadership in keeping abreast of current educational developments.
 - b. Arranging for staff development necessary to establish and operate cooperative efforts at improving learning programs, facilities, equipment, and materials.
 - c. Providing access to the decision-making process for staff, students, parents, and others.

2.02 SCHOOL ATTENDANCE AREA

The Board shall establish school service area boundaries. The current boundaries until amended by resolution of the School Board are the Porcupine District, Pine Ridge Indian Reservation as determined by the OST Education Code Ordinance and the Tribal Constitution. The school reserves the right to limit its enrollment for K-8 students when it is determined that enrollment or estimated enrollment has increased beyond the capacity of the school's facilities.

2.03 SCHOOL YEAR

The term of school shall be approved by the Board and shall meet applicable BIE and state minimum contract hour requirements.

2.04 SCHOOL CALENDAR

The school calendar shall meet accreditation requirements, set days of attendance for staff and students, day of in-service and organizational meetings for teachers and administrators, holiday and vacation periods, and other schedules of importance to the staff, students, and the public.

The Principal shall present a calendar for the ensuing term of school to the Board for their approval before April 1st. Any changes in the school calendar require Board approval prior to the start of the next school term. The school week shall be five (5) days per week, Monday through Friday, in compliance with OST Ordinance 93-04 which established a mandatory five (5) day school week.

2.05 EXTENDED SCHOOL YEAR

The Principal shall have the authority to grant an extension of the school year for purposes of meeting classroom instruction day requirements after consulting with the Board for approval.

2.06 SUMMER SESSION EXTENDED LEARNING OPPORTUNITIES

The Board may provide a summer session as deemed necessary at all levels of instruction upon the recommendation of the Principal. This should be approved at the April regular meeting for the summer session. The school administration shall set the times, dates, and courses to be offered during the summer session.

2.07 SCHOOL DAY

The length of the school day shall comply with applicable laws, rules, and regulations. When necessary to meet applicable BIE or state minimum contact hour requirements, any day missed shall be made up during the current term of school at a date to be decided upon after input from the staff, students and parents and pending board approval.

2.08 REMOTE LEARNING

The Principal may approve remote learning for its students in the event of any public health or safety issue, inclement weather, or conflict in use of facilities occurring (such as a funeral) by board resolution or motion, provided that the remote learning platform is available to all students in the classroom. In the event the remote learning platform is not available to a PSO student, that student shall be provided with alternative methods of education, which may include educational packets or scheduled alternative education sessions with the teacher.

2.09 EMERGENCY CLOSINGS

The Principal may close school for emergencies, which threaten the life, health or safety of the students or staff. The Principal shall arrange broadcasting of school closure information by local radio and television stations, and NASIS messenger and prior to bussing start times where possible.

2.10 ADMINISTRATOR CODE OF ETHICS

Education at Pahin Sinte Owayawa – Porcupine School rests on firm commitments to the dignity and worth of the individual; to the preeminence of enlightenment and reason over force and coercion; and to government by consent of the governed. Schools prosper to the extent they merit the confidence of the people. In judging schools, society is influenced to a considerable degree by the character and quality of their school administration. To meet these challenges, administrators have an obligation to exercise leadership. Administrators shall comply with the following code of ethics:

1. Attend all meetings, discuss items presented on the agenda, suggesting other items for consideration, and act in an impartial manner for the good of the school.
2. Accept the will of the School Board in all cases and give support to resulting policy.
3. Become familiar with school policies and procedures.
4. Have knowledge of the educational aims and objectives of the school.
5. Represent the school to the public in such a way as to promote interest and support.

6. Refer all written suggestions and complaints to proper school authorities and abstain from individual counsel and action.
7. Exercise no board authority with respect to the school.
8. Respect the civil rights of those with whom the school has contact in the performance of his/her duties.
9. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, illegal drugs, or use of misleading or false statements.
10. Actively enforce school policies and procedures.
11. Distinguish personal politics, attitudes, and opinions from school policies.
12. Safeguard confidential information.
13. Not allow decisions or actions to be impaired or influenced by personal gains, gifts, gratuities, favors, and services made or withheld.
14. Avoid preferential treatment and conflicts of interest.

2.11 ORGANIZATION CHARTS

The chain of command in the organizational chart represents the direction of authority and responsibility and shall be regarded as visual representation of current policy. Legal authority of the Board is conveyed through the Principal by the organizational chart, which shall be submitted to the Board for approval prior to the beginning of each school year. The school administration, including the Principal, the Human Resource Manager, and the Board shall annually develop an organizational chart for all positions on or before the August regular Board meeting each year. The Board or the Principal may request the views of the Principal and school personnel in developing and/or amending the organizational chart. The organizational chart shall be approved by the Board. The Board may approve amendments to the organizational chart at any time to meet the needs of the school, as long as such reorganization conforms to the Constitution and By-Laws, and policies and procedures of Pahin Sinte Owayawa – Porcupine School. The organizational chart is located in the back of this Policy Manual.

2.12 SCHOOL ORGANIZATION PLAN/ADMINISTRATIVE REPORTING REQUIREMENT

The Board shall approve a Plan4Learning School Plan that identifies specific goals, objectives, and activities for development and implementation.

The Board shall approve all programmatic reports required by the BIE, CANS, and any other federal, state or local funding agencies.

The Principal, or their designee, is responsible for ensuring that all programmatic reports required are timely completed and submitted to the Board for approval and to the funding agencies. A checklist of the required programmatic reports is provided to the school annually.

The Principal shall be responsible for monitoring activities in the Plan4Learning Plan. The Principal shall conduct a Plan4Learning Review and Assessment session annually utilizing a process for input from staff,

students, parents, and other community members by June 15th of each year that will include budgetary needs and recommendations. The Principal shall submit a report to the Board annually on or before August 1st of each year that includes accomplishments and identified needs for Board approval. Any revisions to the Plan4Learning Plan shall be approved by the School Board and shall be disseminated to all employees during scheduled pre-service at the beginning of each school year.

2.13 SCHOOL BUILDINGS

Principal shall submit a plan of classroom use and staff assignments of all instructional areas before June 15th for the following school year.

2.14 LINE AND STAFF RELATIONS

The Principal or designee shall inform all school staff regarding working relationships at the school. Lines of direct authority are those approved by the Board and shown on the school organization chart. School staff shall refer matters requiring administrative action to their immediate supervisor who shall refer matters to the next higher administrator when necessary. All school staff shall keep their immediate supervisor informed of their activities. In the case where a conflict of interest may exist, the staff member shall refer the matter to the next higher administrator. Please refer to the organizational chart for further guidance on this issue.

2.15 SCHOOL PRINCIPAL SUPERVISION AND AUTHORITY

The Principal is the chief administrator employed by the Board. The Principal serves by contract approved by the Board. The Principal's immediate supervisor shall be the PSO School Board. The President of the Board shall be responsible for signing leave slips and the timesheets, and advance approval of any leave taken by the Principal and may do so using any form of electronic signature software or program approved by the Business Office. In the absence of the President, the Vice President shall be responsible for approval of leave slips and timesheets. The Board is responsible for clearly specifying the requirements and expectations of the Principal.

The Principal is charged with the overall responsibility of the operation and administration of the school within the framework established by the policies and directives of the Board. The Board shall rely on the Principal to provide professional, administrative leadership.

The Principal shall be responsible for establishing expectations for all other administrators, holding each of them accountable, and shall meet weekly with the school managers. The Principal is the immediate supervisor of all school managers, unless a conflict of interest exists, then refer to the established line of authority.

Anytime the Principal is absent from the school for more than four (4) hours, the Principal shall issue a written memorandum which shall be delivered by email to supervisors, designating an acting Principal, who shall be a certified administrator, unless no certified administrators are available, for the period of absence from the school.

2.16 PRINCIPAL QUALIFICATIONS, RECRUITMENT, SELECTION AND INTERVIEW PROCESS

1. **Qualifications.** To be eligible for the position of Principal, a person must meet the legal requirements of the accrediting authority applicable to a Principal and the OST Education Code.

The Board shall consider only those candidates who meet the qualifications of the accrediting agency and the OST Education Code, and who display the ability to successfully carry out the duties of the Principal.

2. **Application.** The Board shall solicit applications from qualified members of the staff and may list the vacancy with any placement agency at its discretion. Applicants must submit a letter of application, resume, credentials, certificate of endorsement, transcripts and shall include written statements concerning:
 - a. Education philosophy.
 - b. Philosophy of Education Administration.
 - c. Management experience with staff, students, buildings and grounds, and facilities.
 - d. Personnel and program assessment experience and knowledge.
 - e. Knowledge of support programs and funding sources.
 - f. Philosophy concerning role of Principal and school board.
 - g. Philosophy concerning role of the student in the educational leadership process.
 - h. Philosophy concerning local control of educational process.
 - i. Demonstrate knowledge and experience in Lakota history, language, culture and values.
 - j. The ability to establish and maintain safe schools.
 - k. Knowledge of school finances and the proper expenditures of various funds.
3. **Applicant screening.** Applications for the Principal shall be screened for eligibility by the Human Resource Department and those candidates selected as finalist by the Board will be interviewed.
4. **Interviews.** The Board shall screen the applicants and schedule structured interviews with the selected finalist and may provide for the participation of staff, students, parents, and community members. Interview questions will relate to any criteria deemed appropriate by the School Board. The Board shall endeavor to conduct interviews on a school day so that applicants may visit the school while in session and may utilize the services of the retiring Principal or an outside consultant for recruiting and interviewing candidates for the Principal position. The Board reserves the right to re-advertise.
5. **Pre-Employment Testing.** The Principal shall be subject to a pre-employment alcohol and drug test, a background check which shall include, but not limited to, criminal history, employment history, and a due diligence background check. The contract with the Principal, even if signed by the parties, shall not be considered executed, valid, or enforceable until all results are returned regarding the background check and drug and alcohol testing. Any contract signed shall be null and void and of no legal effect as if no employment relationship exists if a positive test result or unacceptable background check result after the contract has been signed occurs.

2.17 PRINCIPAL APPOINTMENT

The Board shall select and appoint a Principal for a term not to exceed one year. Such contract must include provision for non-renewal on an annual basis if the performance evaluation rating cumulatively is less than satisfactory. The school board shall not pay out any portion of a contract not performed for any reason with federal funds.

2.18 PRINCIPAL EXPENSES

The Principal shall be reimbursed in the same manner and at the same rate as all other employees of PSO. The Board will not pay any expenses for candidates who are invited to interview for the position.

2.19 PRINCIPAL PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Principal shall pursue professional development to keep the Board and professional staff informed of new and promising educational developments. The Principal should attend educational conferences, seminars, workshops, and other professional meetings, visit other school systems, and use other means to be informed about modern educational thought and process. The Principal shall notify the Board President of any professional meetings, which will cause him/her to be absent from the school for more than two (2) consecutive workdays. Professional development of more than three (3) days shall require notification of the entire Board. When the Principal is absent, he/she shall notify school personnel through the school bulletin of his/her absence, along with who the acting Principal shall be. The acting Principal shall conduct daily business of the school and respond to those situations that require immediate attention. The acting Principal shall be on duty and at the school during required work hours until the return of the Principal.

2.20 PRINCIPAL CONSULTING

The Principal shall devote his/her time to the supervision of the school and shall not be engaged in any other business, which interferes with his/her ability to fulfill their obligations to the position. The Principal may not undertake consultant work or other professional obligations unless specific prior approval is secured by a School Board motion or resolution.

2.21 EVALUATION OF PRINCIPAL

The Board shall evaluate the Principal in writing twice a year, utilizing an approved evaluation form. A copy will be provided to the Principal. The assessment criteria shall include, but not limited to the criteria relied upon in hiring the Principal. The Board shall complete the first evaluation before the first Board meeting in November, unless there are extenuating circumstances resulting in a delay, and shall complete the second evaluation before the first regular meeting in February, unless there are extenuating circumstances resulting in a delay.

2.22 PRINCIPAL RESIGNATION

If the Principal desires to be released from his/her contract, he/she shall request approval for such release in writing to the Board with the reason(s) clearly stated. Such resignation shall be in accordance with the Principal's contract. The provisions of the Personnel Policy governing resignations shall apply to the Principal, including penalties for resignation prior to the end of the contract term.

Prior to leaving the position, the Principal must provide an exit report to the Board to include information requested by the Board.

2.23 BOARD/PRINCIPAL RELATIONS

Legislation of policies is the most important function of the Board, and the execution of policies is the function of the Principal. However, at all times the Principal is supervised by the PSO School Board. The Principal has executive powers to administer the school within Board policies and procedures, freeing the Board to devote time to policymaking and assessment functions. The Principal is responsible for carrying

out policies within established guidelines and for keeping the Board informed about school operations. The Principal will notify the Board President and/or Board members as soon as possible of any events of an emergency nature which occur in school and any other important information.

2.24 ADMINISTRATOR COMPENSATION GUIDES AND CONTRACTS

The school shall employ administrators with the ability to exercise professional leadership in the school.

1. The salary for administrators shall be negotiated with the Board. The salary for administrators must be within established budget line items.
2. The amount and type of leave for administrators shall be a negotiable contract item.
3. Any unused leave remaining at the end of the administrators' contract period shall be negotiated as to any carryover provisions into the next contract term, or for payment upon completion of the contract, at the discretion of the Board. Sick leave may not be paid out if unused during the contract term.
4. The fringe benefits for administrators shall be according to the fringe benefits that employees currently receive.
5. Any provisions and negotiated items shall be clearly specified on the administrator's contract and approved by the Board.
6. The original contract executed with the signatures of the administrator and Board President shall be placed in the personnel file of the administrator.
7. The Board will attempt to notify the Principal of contract renewal or non-renewal by the first regular meeting in February. However, the Board reserves the right to not renew an administrators contract at any time before the beginning of the next school year.

2.25 ADMINISTRATOR SEPARATION

The contract of an administrator who shall arbitrarily or willfully breach his/her contract or abandon his/her employment without approval by action of the Board shall not be entitled to payout of any accrued leave, shall be subject to imposition of contract penalty as set forth in the Personnel Policy, and shall not be entitled to any continuing benefits provided pursuant to contract. The Board may recommend to proper authorities that the license or certificate of the administrator be suspended or revoked.

The Board may dismiss an administrator for reasonable and just cause to include, but not be limited to, breach of contract incompetence, neglect of duty, immoral conduct, mistreatment of a student or staff member, conviction of a felony, continuing physical or mental disability rendering him/her unfit to perform his/her duties, refusing to give or follow a directive necessary to the safe and effective functioning of PSO, other matters prescribed by law, violation of the code of ethics, or any other grounds set forth in the Personnel Policy applicable to all employees.

Only the Board may terminate an administrator contract. If the School Board decides to proceed with a hearing to terminate the contract of the Principal for cause, the Board shall notify the administrator, in writing of the grounds for contract termination, and advise him/her of the right to a due process hearing before the Board at a date to be set by the Board. A due process hearing shall not be automatic and shall

only be granted upon timely request by an administrator within three (3) business days of receipt of notice of the contract termination. Regarding the procedures for such due process hearings, the administrator shall follow the grievance procedures established, except that the grievance shall only be heard by the Board. By majority vote, the Board may suspend from active duty, with or without pay, an administrator against whom a recommendation for contract termination has been filed, until a final decision is rendered.

2.26 TIME SCHEDULES

Daily time schedules for the Principal shall be set by the School Board. Administrator shall be on duty during the approved specified school calendar for the school term. The Board shall determine the additional days needed to meet the demands of the school upon the recommendation of the Principal. Administrator may be required to attend meetings, conferences, and other activities in connection with their job responsibilities, which may extend beyond the regular workday at no additional compensation.

2.27 PART-TIME ADMINISTRATORS

Administrator may be retained on a part-time basis under special circumstances agreed upon by the Board. This shall be considered only as long as it is advantageous and workable for the school and the administrator involved.

2.28 ADMINISTRATIVE INTERN PROGRAM

An administrative intern program may be established for school personnel and maintained to provide the school with a group of personnel eligible for service as administrators. Any internship within the school shall be approved by the Board. All interns must be under the supervision of an administrator during the hours of internship, and all interns must meet the drug and alcohol testing and background check requirements of the school.

2.29 COMMITTEES TO ADMINISTRATION

The Principal may establish committees, and he/she deems necessary for proper administration of policy and for improvement of the total educational program. Such committees function in an advisory capacity, have no inherent authority, and make recommendations to the Principal for possible submission to the Board. The Principal shall define the membership and responsibilities of such committees, which may be changed at his/her discretion. The Principal may approve the expenses incurred by such committees to be paid from school funds for services, materials, and travel that are within the approved school budget.

2.30 BOARD POLICY IMPLEMENTATION

The Principal is responsible for enforcing administrative regulations and policies established by the Board. Administrators are responsible for informing subordinates of policies, procedures, regulations, and the enforcement of said policies.

2.31 DISREGARD FOR POLICY

Continuous disregard for Board approved policies, procedures, and administrative rules and regulations constitutes insubordination or willful neglect of duty and shall lead to disciplinary action against the administrator.

SECTION 3: Personnel

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3.01 PERSONNEL GOALS AND OBJECTIVES

This section shall apply to all PSO employees, including administrators, unless otherwise stated in Section 2, or other sections of the Personnel Policy. The purpose is to provide a system of personnel administration where economy and effectiveness in personnel services and fairness and equal treatment to employees and the public may be promoted. Principles governing personnel matters include the following objectives:

1. All appointments, promotions, measures of control, and separations shall be based on objective criteria.
2. The School Board shall establish fair and equitable rates of pay with due observance of the principle of equal pay for equal work and suitable differences in pay for differences in work.
3. Services to the Pahin Sinte Owayawa – Porcupine School shall be made attractive as a career and employees are encouraged to render their best services to the students and public.

The school's personnel goals are:

1. To recruit and employ the highest qualified personnel to staff the school system.
2. To provide compensation and benefits for staff based on experience, education and training.
3. To develop and implement personnel assessment processes which will contribute to improvement of staff performance and the instructional program.
4. To provide in-service training programs for all employees to improve the educational program and assist each staff member's career aspirations.
5. To assign personnel to ensure they are utilized effectively.
6. To provide a climate producing high staff performance, morale, satisfaction and retention, including providing an Employee Assistance Program (EAP) as set forth in this policy.

3.02 EXPECTED VALUES

Acceptable behavior of staff and students at the school is encompassed by actions that exemplify the Lakota Values of Wisdom, Respect and Humility (Wowahwala), Generosity (Wacantognaka), and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wowakhan), Patience (Wowachinthanka), and Honesty (Woowothanja).

3.03 EQUAL EMPLOYMENT OPPORTUNITY

Race, creed, color, national origin, religion, gender, age, marital status, disability, or prior civil rights activity will not be a factor in the hiring, assignment, reassignment, promotion, demotion, or dismissal of personnel at Pahin Sinte Owayawa – Porcupine School. For qualified applicants, Indian preference shall apply in all hiring situations.

3.04 INDIAN PREFERENCE

In accordance with the provisions of federal statutory and case law, Pahin Sinte Owayawa – Porcupine School shall give preference in employment and training opportunities to qualified tribal members and American Indians. In determining level of qualification, Pahin Sinte Owayawa – Porcupine School shall

assign a weighted point factor selection system that assigns a value to the Indian status of the applicant, if the applicant chooses to self-identify as such. The weighted point factor selection is as follows:

- 10 Pt. Enrolled member of the Oglala Sioux Tribe.

- 8 Pts. Individual holding non-enrolled (NE) status with the Oglala Sioux Tribe, or eligible for enrollment with the Oglala Sioux Tribe because of parentage or lineage.

- 6 Pts. An enrolled Indian, not a member of the Oglala Sioux Tribe, but married to such a member.

- 4 Pts. An enrolled Indian who is a member of a tribe other than the Oglala Sioux Tribe.

 An individual must be capable of proving their membership in a federally-recognized Indian tribe by providing an enrollment number, enrollment certificate, or other acceptable means of showing membership as established under tribal law.

- 10 Pts. Honorably Discharged Veterans.

 Although not obligated to do so under the law, Pahin Sinte Owayawa – Porcupine School shall also give preference in initial hiring to honorably discharged veterans of the Armed Forces of the United States. In determining level of qualification, Pahin Sinte Owayawa – Porcupine School shall assign 10 points for Veteran’s preference, if the applicant chooses to self-identify as such. A veteran must be capable of providing his/her status through a DD214 document.

All employees may be subject to a background check annually for Tribal, State and/or Federal criminal convictions. Background checks may be at the employee’s expense.

3.05 *STAFF INVOLVEMENT IN DECISION-MAKING*

The Principal is responsible for ensuring decision-making processes are designed to incorporate the advice of employees in matters that affect their condition of employment, program and institutional assessments, educational planning, community involvement, school climate, student activities and other related developmental activities. The School Board shall approve a School Leadership team annually for the purpose of implementing and overseeing the Native State system and the School Improvement Program. The School Leadership Team shall include the Principal, education specialists/school improvement specialist, at least one parent and one student, one Exceptional Child Program and one general education teacher, one staff member from the business office, and any other persons the Principal deems advisable to meet the requirements of Native Star and NASIS.

3.06 *STAFF DEVELOPMENT OPPORTUNITIES*

In-service and staff development programs shall be provided to school personnel on an annual basis within budget limitations. Such opportunities shall include special course offerings, workshops, visitations from and to other schools, an adequate professional library, assistance from supervisors or consultants, and

attendance at professional conferences and meetings. Staff shall always keep classroom teaching a priority and limit attendance to these opportunities accordingly as not to hinder or interfere with regular teaching. Provision shall be made annually for a Staff Development Program that will be developed with the staff and paid for upon the recommendation of the supervisors and approved of the Principal and School Board.

3.07 PERSONNEL DISCIPLINE

1. **Progressive Discipline System.** The Board endorses a policy of progressive discipline in which employees are provided with notice of deficiencies and an opportunity to improve. The progressive discipline procedures may be applied to an employee who is experiencing problems involving job performance and/or behavior. The Board reserves the right to immediately go to more serious discipline than warranted by the progressive discipline procedures if the Board determines such discipline is warranted. In cases involving serious misconduct which includes, but is not limited to, any act resulting in serious damage to school personnel, students, or property, criminal misconduct, or actions by an employee which impact the financial integrity or community reputation of PSO, an employee may be subject to immediate suspension by the Principal and/or immediate dismissal by the Board.

Any employee who is AWOL and who does not call or show up for work for three consecutive workdays shall be considered to have abandoned their job position and shall be terminated automatically.

2. **Misconduct.** Disciplinary action may result from, but is not limited to, the following employee behavior:
 - a. Insubordination or failure to follow the chain of command for resolution of concerns and grievances. Insubordination or failure to follow the chain of command for resolution of concerns and grievances. Any personnel who violate the chain of command who bring personnel issues directly to the School Board members, shall be issued a written reprimand for the first violation and termination for the second violation.
 - b. Unequal treatment, discrimination, or harassment of any students, staff or clientele of the school in any manner at any time.
 - c. Failure to abide by the policies of the Pahin Sinte Owayawa – Porcupine School.
 - d. Failure to report to work timely, tardiness, absence with prior approval, absence without leave.
 - e. Leaving the worksite without prior approval or taking excessive breaks.
 - f. Failure to perform assigned job duties.
 - g. Failure of supervisory employee to enforce any or all of these policies.
 - h. Drinking or using alcohol or other illegal drugs while performing job duties during hours of employment.
 - i. Driving a school vehicle while under the influence of alcohol or other illegal drugs.
 - j. Disruptive behavior or conduct against other persons, i.e., threatening bodily harm, malicious gossip, obscene language.
 - k. Threatening or causing physical injury to students or personnel of the school.
 - l. Stealing or destroying school property.
 - m. Misuse of school vehicles, including personal use of school vehicles.

- n. Use of personal cell phones at times other than scheduled breaks or lunches, except in the case of emergency to protect student or staff safety.
 - o. Smoking or use of tobacco products outside of specifically authorized areas or in school vehicles.
 - p. Misuse of school materials, supplies or equipment.
 - q. Misuse or embezzlement of school funds.
 - r. Involvement with students is ethically or morally prohibited by professional and community standards.
 - s. Violation of social media Policy, or personal communication through social media including but not limited to Facebook, X, email, and text messaging with students without advance permission from the immediate supervisor.
 - t. Falsification of required reports.
 - u. Corporal punishment, battery or retaliation against a student.
 - v. Failure to carry out assigned duties or to provide adequate supervision of students. This includes but is not limited to failure to report violations of the PSO Bullying Policies they witness or are told about on an Incident Report Form.
 - w. Non-compliance with the South Dakota Department of Ethics Code of Ethics (See Policy 3.70 Code of Ethics).
 - x. Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons.
 - y. Conviction of a felony under the Major Crimes Act, 18 U.S.C. §1153, or under federal criminal laws of general applicability or a conviction for a State or Tribal crime that is a felony or misdemeanor involving dishonesty or moral turpitude, or a crime of violence.
 - z. Providing a student with drugs or intoxicants.
 - aa. Criminal, dishonest or disgraceful conduct which adversely reflects on Pahin Sinte Owayawa – Porcupine School.
 - bb. Failure to follow safety precautions which endanger staff, students, or the public.
 - cc. Violation of traffic laws, which results in Federal, Tribal, or State charges when it affects the employee’s ability to perform duties.
 - dd. Sleeping while scheduled to perform official duties.
 - ee. Engaging in political activity while on official duty.
 - ff. Gambling during working hours.
3. **Criminal Convictions.** Any employee or administrator who is convicted of a violation of a crime against persons, a crime of violence, or a crime against a child, on or off the Pine Ridge Indian Reservation, shall notify the Human Resources Office immediately. Such conviction may result in termination of employment if it disqualifies an employee from eligibility for employment.

An employee’s failure to notify the Principal of a conviction as required by this section shall result in immediate suspension with a recommendation for termination by the Board. Once the Principal is notified of such conviction, the Principal shall put together a plan of discipline and employee assistance with the help of Human Resources Office personnel regarding such conviction. This plan must then be submitted to the Board. Any further action shall be taken at the discretion of the Principal.

Any employee charged with a crime against a person, a crime of violence, or any crime against a child including abuse or neglect must report such charges to the Human Resources Office

immediately. The school may place the employee on suspension without pay until the charges are resolved. Any charges that result in ineligibility for continued employment due to conviction, plea, or plea of *nolo contendere* will result in termination of employment.

Any employee in violation of any law including a ticket for speeding must immediately report such violations to the Human Resources Office and the employee's immediate supervisor. Any employee charged with a criminal offense or arrested must inform the Human Resources Manager and the immediate supervisor on the first working day following the occurrence.

Any employee with an active warrant under any jurisdiction must report such warrant to the Human Resources Office immediately and resolve such warrant immediately. An employee's failure to report such warrant may result in disciplinary action. The school may place such employee on leave without pay (LWOP) until the warrant is resolved. An employee's failure to take actions required to resolve such warrant within ten (10) business working days of the date the employee is placed on LWOP may result in termination, if the employee's absence negatively impacts the school.

4. First Step: Verbal Warning with Written Notice.

- a. The immediate supervisor will meet with the employee to discuss the matter.
- b. The immediate supervisor will provide a written notice to the employee that informs the employee of the nature of the problem and the action necessary to correct it.
- c. Documentation that a verbal warning has occurred shall be maintained by the supervisor, provided to the employee, and a copy filed in the employee's personnel folder.

5. Second Step: Written Reprimand.

- a. The immediate supervisor will conduct a meeting with the employee to discuss the matter.
- b. The immediate supervisor will issue a written reprimand to the employee that shall include the reason(s) for the action, the expected improvement and a timeline for improvement.
- c. The written reprimand shall include notice that a third incident may result in their suspension.
- d. A copy of the written reprimand shall be filed in the employee's personnel folder, and a copy to the employee.

6. Third Step: Suspension.

- a. The immediate supervisor shall meet with the employee to discuss the matter.
- b. The immediate supervisor will issue a written letter to the Principal recommending suspension. The letter shall include the reason(s) and the dates of suspension recommended. A copy will be provided to the employee and placed in the personnel file.
- c. The Principal may issue a written notice of suspension of the employee for 1 to 5 days without pay, or in the alternative issue a written reprimand and provide in the notice the dates, reasons for action, and notice any other violations may result in contract termination.
- d. A copy of the suspension letter shall be filed in the employee's personnel folder and a copy given to the employee immediately upon notification of suspension.
- e. The Principal may suspend any personnel with or without pay from their assignment, for good cause, and shall report such action promptly to the Board.

7. Contract Termination.

- a. The immediate supervisor shall meet with the employee to discuss the matter.
- b. The immediate supervisor shall issue a written recommendation for termination of contract to the Principal. The letter shall include the reasons for recommended action.
- c. The immediate supervisor shall provide all written documentation concerning the employee to the Principal.
- d. The Principal may proceed with the recommendation for termination of the employees' contract to the Board. Written notification shall be made by the Principal to the employee and shall include reason(s) for the disciplinary action. The notice shall include the employee's right to notice and opportunity to be heard by the school board under section 3.09 of this policy governing Grievance Hearings.
- e. Three or more written reprimands in an employee's personnel folder may be grounds for immediate suspension with recommendation for termination to the Board.

8. Principal Discipline.

The School Board is responsible for discipline of the Principal. Progressive discipline as set forth in Sections 1 through 4 above shall apply to the Principal, except that the supervisor responsible for discipline shall in all cases relating to the Principal is the School Board acting by motion of the School Board.

9. Employee Assistance.

An Employee Assistance Program may be utilized at any time during the disciplinary procedure to assist in correcting the issues as approved by the supervisor. Any EAP Program utilized is voluntary. The Human Resources Department shall notify the supervisor of the employee's participation if this service is used.

10. Applicability of Grievance Procedures.

Employees who take issue with any suspension or termination of contract received may use the formal grievance procedures set forth in Section 3.08. There is no appeal or grievance available from a verbal or written warning. Grievance procedures are not available to staff whose contracts have not been renewed, if the grievance is related to the non-renewal.

3.08 STAFF GRIEVANCES

1. **Applicability of the Grievance Process to Personnel Matters.** A grievance is defined as a complaint of an employee concerning interpretation or application of an employment related policy, rule or regulation by supervisors or fellow employees. Grievance Procedures also apply to

suspension from employment and contract termination under Section 3.07 of this Policy. Grievance procedures are not available for concerns with conduct of other employees in the workplace, except for complaints of harassment or bullying as defined in Section 3.12 of this policy. Concerns with the conduct of employees other than complaints of harassment or bullying as defined in Section 3.12 of this policy should be addressed to your immediate supervisor for resolution within the Chain of Command. Failure to follow the chain of command and procedures in this policy is grounds for disciplinary action. Any employee's concerns about the proper procedure for addressing concerns should be directed to the Human Resources Manager.

Grievance procedures are available to an employee until exhausted under these policies and procedures of Pahin Sinte Owayawa – Porcupine School, if filed according to the timeline set forth below. Any information concerning an employee grievance is to be held in strict confidence by Pahin Sinte Owayawa – Porcupine School administration, staff, and by the grieving employee.

2. **First Step: Informal Meeting.** Any employee with a grievance must first meet informally with the immediate supervisor within four (4) calendar days of the incident giving rise to the grievance to attempt to resolve the grievance. If the grievance involves an allegation of assault, harassment, sexual harassment, or bullying involving the immediate supervisor, the employee shall meet with the immediate supervisor's supervisor informally. If the matter is not resolved by the end of the fourth day after the incident giving rise to the grievance, the employee may proceed to file a formal grievance.

Formal Grievances. Any employee may file a formal grievance in writing in any case of assault, sexual harassment, harassment or bullying under Section 3.12 of this policy, or misconduct of the Principal or immediate supervisor resulting in discrimination not permitted under federal law, or a contract suspension or termination. Formal grievances regarding any matter that is not an appeal of a contract suspension or termination or a formal grievance against the Principal, must be received by the Human Resource Office within five (5) regular business days of the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures of Pahin Sinte Owayawa – Porcupine School. In the case of a grievance by the Human Resource Manager against the Principal, the grievance must be filed with the School Board President within five (5) regular business days of the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures of Pahin Sinte Owayawa – Porcupine School. In the case of a grievance against the Human Resource Office, the grievance shall be filed with the Principal's office within five (5) regular business days of the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures of Pahin Sinte Owayawa – Porcupine School.

The five (5) regular business day limitation is counted beginning the day after the alleged incident. The Principal shall hear the grievance within five (5) business days of receiving notice of grievance and shall issue a written decision to the employee. In the case of a grievance against the Principal, section (b) below shall apply.

In the case of:

- a) An appeal of a contract suspension or termination; or

- b) A formal grievance against the Principal;

A formal grievance must be filed in writing with the Human Resource Office within five (5) business days of the date of the incident. In the case of a grievance filed by the Human Resource Manager, a formal grievance must be filed in writing with the Board President within five (5) business days of the date of the incident. The five (5) regular business day limitation is counted beginning the day after the alleged incident. Formal grievances that are an appeal of a contract suspension or termination, or a formal grievance against the Principal shall be handled as appeals under Section 3.09 of this policy.

3.09 GRIEVANCE APPEALS

- 1. Applicability.** If an employee is dissatisfied with the decision of the Principal on a formal grievance properly filed under Section 3.08, or the formal grievance is an appeal of a contract suspension or termination, or the formal grievance is against the Principal, the grieving employee may appeal to the School Board.
- 2. Deadline for Filing.** The appeal must be filed with the Human Resource Office within five (5) regular business days of the date of the decision of the Principal, the date of contract termination or suspension, or the date of the incident if the grievance is against the Principal, except that any complaint of the Human Resource Manager against the Principal shall be filed with the School Board President, and any grievances against the Human Resource Manager shall be filed with the Principal's office. If the employee fails to file timely, her/his appeal shall be dismissed.
- 3. Scheduling of Hearing.** A hearing shall be held within thirty (30) calendar days of the date of filing of the appeal by the appealing employee, unless the School Board shows good cause for an extension of time. Continuance may be requested by filing a written request for continuance prior to the date of the scheduled hearing, but it is within the full discretion of the Board to grant any request for continuance filed.
- 4. Documents.** An employee is entitled to request a copy of all documents to be considered by the School Board at a hearing. If the employee files a written request for documents, the school shall provide a copy within twenty-four (24) hours of the filing of the request with the Human Resource Department.
- 5. Evidence at Hearing.** The School Board shall not hear any new evidence or receive any new documents but must make its decision based upon the record established including all of the files and documents considered by the Principal, and any documents filed with the written formal grievance by the employee. The grieving employee must argue that the decision of the Principal legally or procedurally flawed, and not argue or present new evidence, except in the case of grievances against the Principal, or contract termination or suspension, in which event the evidence to be considered shall be all evidence filed at the time of the written grievance filing, and testimony related thereto. The Pahin Sinte Owayawa – Porcupine School shall be represented by the Pahin Sinte Owayawa - Porcupine School attorney. In any case involving the suspension or termination of the contract of the Principal, the Principal may present evidence refuting the allegation resulting in suspension or contract termination.

6. **Representation of Employee at Hearing.** The grieving employee may be represented by a personal representative or an attorney of her/his choosing and expense.
7. **Witnesses.** The School Board President has the responsibility and authority to make all decisions regarding the appearance of witnesses at hearing, including but not limited when to limit testimony of irrelevant duplicative evidence or witnesses. The School Board President may take any actions necessary to protect any minor under the age of eighteen (18) including denial of any request to require a minor child to appear as a witness. For minor children, an Affidavit may be filed in lieu of appearances as a witness.
8. **Decision without Hearing.** A grieving employee may request that a decision be made by the School Board on the record below, without an oral hearing.
9. **Failure to Appear.** If a hearing is requested, and the appellant fails to appear, the appeal shall be dismissed with prejudice.
10. **School Board Decision.** The School Board may issue an oral decision at the end of the appeal hearing. The School Board must issue a written decision, which shall be provided to the grieving employee within five (5) regular business days after the hearing. The decision of the School Board shall constitute a final decision of the Pahin Sinte Owayawa – Porcupine School.

3.10 STAFF PROTECTION

The Board shall support, protect, and aid any school employee who is threatened with or suffers physical harm or assault by a student, employee, parent or other person while the employee is acting the discharge of her/his duties within the scope of the PSO policies. Support may include counseling and legal protection as necessary to permit the employee to continue in the performance of their job duties. Employees shall file an incident report regarding conduct of students or other persons and shall file a written grievance regarding the conduct of personnel to initiate action by the school under this section.

3.11 SEXUAL HARASSMENT

The school will provide employees with an environment which encourages efficient, productive, and creative work. The Board recognizes that sexual harassment is illegal, unacceptable and will not be tolerated. Any employee who violates this policy will be subject to disciplinary action up to and including termination.

1. **Definition.** Sexual harassment shall be defined as threatening or insinuating, either explicitly or implicitly, that an employee's refusal to submit to sexual advances or sexual conduct will adversely affect their employment, performance assessment, compensation, advancement, assigned duties, condition of employment, career development or educational endeavors shall be considered sexual harassment. Other sexually harassing conduct in the school system is prohibited and includes:
 - a. Unwelcome sexual flirtations, touching, advances, or propositions.

- b. Verbal abuse of a sexual nature, jokes or stories that the victim has previously or clearly communicated are unwelcome.
 - c. Graphic or suggestive comments about an individual's dress, body, or sexual orientation.
 - d. Sexually degrading words to describe an individual.
 - e. The display of sexually suggestive objects or pictures, including photographs.
 - f. Any electronic communication that encourages, promotes, or rewards sexual invitation, conduct or images.
- 2. Employee Expectations.** Board members and employees are responsible for maintaining a working and learning environment free from sexual harassment. In-service training will be provided for employees at the beginning of each school year to explain policy and law. Direct and indirect sexual harassment in any forum whether through social media, emails, in person, or through third party communication is prohibited.
- 3. Reporting Sexual Harassment.** Any employee who believes she or he has been the victim of sexual harassment by school personnel must report the incident(s) immediately to the Human Resource Office in no event more than five (5) business days after the incident, except for any grievance under this section filed by the Human Resource Manager, against the Principal, or any grievance filed against the Human Resource Manager, which shall be filed with the Principal. The school cannot take appropriate action if it does not receive notice of allegations of sexual harassment. As such, if a report is brought to the attention of any employee, that employee must report it to the Human Resource Office, except for any grievance under this section filed by the Human Resource Manager against the Principal, which shall be filed with the School Board President, or any grievance filed against the Human Resource Manager, which shall be filed with the Principal. Complaints of sexual harassment shall be handled in accordance with the PSO Formal Grievance Process after a report is received. The Human Resource Manager is responsible for reporting the information immediately to the Principal in writing, except in the case of an allegation of sexual harassment against the Principal, which shall be filed with the School Board President by the Human Resource Manager. An investigation shall be completed regarding said report by the Human Resource Manager, as directed by the Principal, or in the case of grievances against the Principal or the Human Resource Manager, as directed by the Board within five (5) business days of receipt of a written complaint. If the complaint is by the Human Resource Manager against the Principal, or against the Human Resource Manager, the Board shall determine how to complete the investigation and may assign a third party to conduct the investigation.
- 4. Protection from Sexual Harassment.** Pahin Sinte Owayawa – Porcupine School has the discretion to take any action necessary to protect staff, students and alleged victims. Possible action may include but is not limited to placement on administrative leave of the alleged perpetrator or transfer of the alleged perpetrator and/or alleged victim to another department pending the completion of the investigation. If any regular full-time employee is disciplined due to sexual harassment, the employee may proceed with the established grievance procedures if a supervisor or contract termination is issued. False allegations that are malicious or ill-founded may constitute

libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including termination. The School Board will, however, ensure that allegations, made in good faith by individuals, shall not subject the complaining individual to discipline. No retaliation shall be permitted against any employee reporting sexual harassment. Retaliation by any employee of the school shall result in termination of the employee's contract.

3.12 HARASSMENT AND BULLYING

Employees are expected to maintain a professional and cordial work environment. The proper procedure for resolution of professional differences is to utilize the grievance process. Employees may not engage in any form of harassment or bullying of any school employees, students, or parents of students within the school or outside the workplace.

1. Definitions.

- a. **Harassment.** Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age, or disability when enduring the offensive conduct becomes a condition of continued employment or is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of harassment. Harassment includes, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.
- b. **Bullying.** Workplace bullying is repeated, health-harming mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct and includes:
 - Repeated threatening, humiliating, or intimidating, or
 - Work interference (sabotage) which prevents work from getting done, or
 - Repeated verbal abuse, or
 - Assault or battery.

2. **Employee Expectations.** Board members and employees are responsible for maintaining a working and learning environment free from harassment or bullying. In-service training will be provided for employees at the beginning of each school year to explain policy and law. Direct and indirect bullying or harassment in any forum whether through social media, emails, in person, or through third party communication is prohibited.

3. **Reporting Harassment or Bullying.** Any employee who believes she or he has been the victim or harassment or bullying by school personnel must report the incident(s) immediately to the Human Resource Office, in no event more than five (5) business days after the incident, except for any grievance under this section filed by the Human Resources Manager, against the Principal, or any grievance filed against the Human Resources Manager, which shall be filed with the Principal. The school cannot take appropriate action if it does not receive notice of allegation or harassment. As

such, if a report is brought to the attention of any employee, that employee must report it to the Human Resource Office, except for any grievance under this section filed by the Human Resource Manager against the Principal, which shall be filed with the School Board President, or any grievance filed against the Human Resource Manager, which shall be filed with the Principal. Complaints of harassment or bullying shall be handled in accordance with PSO Formal Grievance Process after a report is received. The Human Resource Manager is responsible for reporting the information immediately to the Principal in writing, except in the case of an allegation of bullying or harassment against the Principal, which shall be filed with the School Board President by the Human Resource Manager. An investigation shall be completed regarding said report by the Human Resource Manager as directed by the Principal, or in the case of grievance against the Principal or the Human Resource Manager, as directed by the Board within five (5) business days of receipt of a written complaint. If the complaint is by the Human Resource Manager against the Principal, or against the Human Resource Manager, the Board shall determine how to complete the investigation and may assign a third party to conduct the investigation.

4. **Protection from Bullying and Harassment.** Pahin Sinte Owayawa – Porcupine School has the discretion to take any action necessary to protect staff, students, and alleged victims. Possible action may include but is not limited to placement on administrative leave of the alleged perpetrator or transfer of the alleged perpetrator and/or alleged victim to another department pending the completion of the investigation. If any regular full-time employee is disciplined due to bullying or harassment, the employee may proceed with the established grievance procedures if a suspension or contract termination is issued. False allegations that are malicious or ill-founded may constitute libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including termination.

The School Board will, however, ensure that allegations, made in good faith by individuals shall not subject the complaining individual to discipline. No retaliation shall be permitted against any employee reporting bullying or harassment. Retaliation by any employee of the school shall result in termination of the employee's contract.

3.13 SUSPECTED CHILD ABUSE REPORTING PROTOCOL

1. **Mandatory Reporting Requirement.** Federal law mandates that all employees of the school are mandatory reporters of suspected child abuse. (P.L. 101-630 Indian Child Protection and Family Violence Prevention Act); (P.L. 101-647 Crime Control Act of 1990). Failure to report suspected child abuse is a federal crime and punishable under federal and tribal law. Any mandatory reporter who fails to immediately report suspected child abuse may be prosecuted and may be subject to a fine of up to \$5,000.00 and imprisonment for up to six (6) months. The law also requires that any person who supervises or has authority over mandatory reporters and inhibits or prevents the mandatory reporter from reporting may be subject to a fine of up to \$5,000.00 and imprisonment for up to six (6) months.

2. Definitions.

- a. Child abuse is defined as: An act or failure to act which presents an imminent risk of serious harm.” “Child abuse” includes but is not limited to:
 - i. Any case in which:
 - a) A child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling, and
 - b) Such condition in which a child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact, or prostitution.
 - b. Child neglect includes but is not limited to, negligent treatment or maltreatment of a child by a person, including a person responsible for the child’s welfare, under circumstances which indicate that the child’s health or welfare is harmed or threatened thereby.
3. **Reporting Protocol.** If any school employee suspects child abuse or neglect, it is the employee’s responsibility to report to their immediate supervisor or school counselor immediately verbally and on a SCANS reporting form. The immediate supervisor or counselor receiving the report must immediately report the suspected child abuse to the Oglala Sioux Tribal Law Enforcement Department located in the Pine Ridge. Law enforcement and the Department of Social Services have the responsibility to investigate suspected child abuse. If the allegations of child abuse involve any school employee, the referral will follow the same process listed above.

The Employee Incident Report form will be used to document non-physical incidents involving employee(s). Activities that occur that do not meet the definition of “abuse” where no physical contact occurred, and which involve employees are considered an “Incident”. The determination of whether an incident constitutes suspected child abuse will be made by the immediate supervisor or counselor receiving the report. The Principal will intervene immediately to establish the validity of the incident report and resolve the issue(s) at the lowest level and as expeditiously as possible. A copy of the initial report with follow-up information must still be submitted to the NASIS Coordinator and Law Enforcement Department. Any staff member employed by the school that is being referred for investigation of child abuse and/or violent actions towards students and/or staff will be subject to automatic suspension by their immediate supervisor until the completion of the investigation by the agency who received the referral, Local Law Enforcement, and/or school if the Principal/administrator feels the safety of students and staff are threatened by the staff member being referred. If such staff is suspended, pay status will be without pay. The Principal and immediate supervisor will follow the discipline policy.

The school Principal will ensure that a copy of the Law Enforcement report and documentation outlining the investigation, and disposition is submitted to the Bureau of Indian Education (BIE) in addition to the NASIS and SCANS report. If a formal report is not available, the school shall submit to BIE an email and/or some form of notification from the investigating official, or his/her superior, within Law Enforcement, pending submission of a formal report to the school.

The employee must remain in suspension pending investigation until and unless the case is closed, and the BIE issues its recommendation on the case, and a *Notification of Case Closure* is issued to the employee. The employee is expected to return to contact with children the same day or the next business day following closure of the case. Nothing in this section prevents or supersedes the ability and responsibility of the school to take appropriate disciplinary action in the even the school determined there has been a violation of the school policies warranting disciplinary action.

3.14 DRUG-FREE WORKPLACE

The use or possession of alcohol and illegal drugs is forbidden on the Pine Ridge Indian Reservation. The Pahin Sinte Owayawa – Porcupine School Board shall provide for an alcohol and drug-free work environment. PSO is committed to assisting employees and administration with multiple issues which may be raised such as family issues (divorce, custody), emotional issues (psychological disease, depression), physical issues (disability, temporary or terminal health problems), and addiction issues (alcoholism, drug addiction). As part of this commitment, PSO provides the following guidelines to assist in the provision of services and discipline to employees or administrators who abuse alcohol or drugs.

1. **Definitions.** For purposes of this policy, the following definitions apply:
 - a. The workplace shall be defined as anywhere work is assigned by the appointing authority and is performed by an employee or administrator, be it on school property or off campus while performing official duties.
 - b. Conviction shall be defined as a finding of guilt, including a guilty plea, a plea of nolo contendere or suspended imposition of sentence by a court.
 - c. Criminal drug statute shall be defined as any statute adopted by the tribe, state or federal government which prohibits the manufacture, distribution, possession or use of alcohol or a controlled substance.
 - d. Prohibited drugs shall be defined as any controlled substance, including but not limited to, marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP).
 - e. Alcohol shall be defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

2. **Charge or Conviction for Violation of Criminal Statute.**

Any employee or administrator who is convicted of a violation of a criminal drug or alcohol statute, on or off the Pine Ridge Indian Reservation, shall notify the Human Resource Office immediately. Such conviction may result in termination of employment if it disqualifies an employee from eligibility for employment.

An employee's failure to notify the Principal of a conviction as required by this section shall result in immediate suspension with recommendation for termination by the Board. Once the Principal

is notified of such conviction, the Principal shall put together a plan of discipline and employee assistance with the help of Human Resource personnel regarding such conviction. This plan must then be submitted to the Board. Further action shall be taken at the direction of the Principal. Abuse of alcohol and drugs is not an acceptable reason for not providing consistent and competent services to the school.

Excessive non-attendance and lack of performance due to such abuse may result in discipline, up to and including termination.

Any employee charged with a drug or alcohol related crime must report such charges to the Human Resource Office immediately. The school may place the employee on suspension without pay until the charges are resolved. Any charge that results in ineligibility for continued employment due to conviction, plea, or plea of nolo contendere will result in termination of employment.

3. Alcohol/Drug Abuse.

- a. Employees who endanger the health, life or safety of students, staff, parents, or others while under the influence of alcohol or other drugs while on school property or school related activities shall be immediately suspended with recommendation for termination from their employment at the school.
- b. Abuse of alcohol or other drugs on school premises is not an acceptable reason for not providing consistent and competent service at the school. Excessive non-attendance and lack of performance due to alcohol, drug or inhalant may result in suspension with recommendation for termination of an employee's services at the school.
- c. The selling, distribution, or manufacture of alcohol or illegal drugs by Pahin Sinte Owayawa – Porcupine School employees at any time in any location will subject the employee violator to immediate suspension from work by the Principal, with recommendation for termination of employment to the Board. Reported incidences of such activity will be turned over to the Oglala Sioux Tribal Law Enforcement Department.
- d. The possession or use of alcohol or illegal drugs by anyone on school property or at school related activities, including school housing and school vehicles, is prohibited and reported incidences of such activities will be turned over to the Principal and Human Resource Office of Pahin Sinte Owayawa – Porcupine School for further investigation, which may result in disciplinary action up to and including termination and referral of a complaint to the Oglala Sioux Tribal Law Enforcement Department.
- e. All employees of Pahin Sinte Owayawa – Porcupine School have an obligation to report to the Principal and the Human Resource Office known violations of this policy. Failure of any employee to report violations of this policy shall result in disciplinary action up to and including termination of the employment contract.

3.15 ALCOHOL AND DRUG TESTING

All employees will be subject to the PSO Alcohol and Drug Testing procedures established by the Pahin Sinte Owayawa – Porcupine School Board set forth in this policy. All employees will be provided with a copy of the policies and procedures at the beginning of their employment and shall be notified within a reasonable period of time of any revision to such procedures by the Principal. All test results are the property of Pahin Sinte Owayawa – Porcupine School and copies of results will not be distributed except by order of a court of competent jurisdiction.

1. Statement of Policy

The Pahin Sinte Owayawa – Porcupine School Board has a strong commitment to the health, safety and welfare of its students, employees and their families, and to the community. Statistics establish that the incidence of drug and alcohol abuse is increasing and that the effect is devastating to lives, the educational process, and the community at large. Pahin Sinte Owayawa – Porcupine School is concerned that due to the potential for abuse among some employees, the safety of our students, employees and general public could be endangered. The PSO Board’s commitment to maintaining a safe, secure and drug and alcohol-free workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by all employees.

It is the policy of the Pahin Sinte Owayawa – Porcupine School Board to provide a safe, secure and drug and alcohol-free workplace by implementing a program to detect, treat and prevent the use and abuse of alcohol and drugs by all employees. The Pahin Sinte Owayawa – Porcupine School Board will comply with all applicable federal, state, and tribal laws and regulations to implement this program.

2. Requirements for Policy Distribution

The PSO Board shall provide written notice to every covered employee of the Pahin Sinte Owayawa – Porcupine School’s alcohol and drug-free policies and procedures. The contents of this policy shall be made available to each covered employee. The Principal shall ensure every employee has reviewed this policy, and shall ensure the employee orientation includes, at a minimum, discussion of:

- a. Definitions of language used in this policy.
- b. The identity of the Human Resource Manager who has been designated by the Board to answer employee questions about the alcohol and drug-free workplace and testing policies.
- c. The categories of employees who are subject to the provisions of this policy.
- d. Specific information concerning behavior that is prohibited by this policy.
- e. The circumstances under which a covered employee will be tested for prohibited alcohol and drugs under the provisions of this policy.
- f. The procedures that will be used to test for the presence of alcohol and drugs, protect the employee and integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.
- g. The requirement that a covered employee submit to alcohol and drug testing is administered in accordance with this policy.

- h. A description of the kind of behavior that constitutes a refusal to take an alcohol or drug test and a statement that such a refusal constitutes a verified positive test result.
- i. The consequences for a covered employee who has a verified positive test result or refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety sensitive function and be evaluated by a substance abuse professional.
- j. If the PSO Board implements elements of an alcohol and drug-free program that are in addition to this policy, the PSO Board shall give each covered employee specific information concerning which provisions are mandated by this policy and which are not.

3. Education and Training

The PSO Board shall establish an employee education and training program for all covered employees, including:

- a. **Education:** The education component shall include display and distribution to every covered employee informational material and a community service hot-line telephone number for employee assistance, if available.
- b. **Training:**
 - i. Covered employees. Covered employees shall receive at least 60 minutes of training on the effects and consequences of prohibited alcohol and drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited alcohol and drug use.
 - ii. Supervisors who make reasonable suspicion determinations shall receive prior training on physical, behavioral, and performance indicators for reasonable suspicion and drug use. Training must be completed every two years.
 - iii. Transportation Manager, bus drivers, and all CDL holders must receive training annually on physical, behavioral, and performance indicators for reasonable suspicion and drug use.

4. Definitions. The following definitions apply to this policy:

- a. **Adulterated Specimen** means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but at a concentration so high that it is not consistent with human urine.
- b. **Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol's including methyl or isopropyl alcohol.
- c. **Alcohol concentration** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

- d. **Alcohol & Drug Free Program** means a program to detect and deter the use of prohibited drugs and alcohol as required by this part.
- e. **Alcohol confirmation test** means a subsequent test using an EBT (evidentiary breath testing device), following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.
- f. **Alcohol use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- g. **Board member** means the Pahin Sinte Owayawa – Porcupine School Board.
- h. **Alcohol screening test** means an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
- i. **Alcohol testing site** means a place selected by the contractor responsible for conducting alcohol and drug testing.
- j. **Breath Alcohol Technician (BAT)** means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
- k. **Canceled test** means a test that has been declared invalid by a Medical Review Officer. It is neither a verified positive nor a verified negative test, and includes a specimen rejected for testing by a laboratory.
- l. **Collection container** means a container into which the employee urinates to provide the urine sample used for a drug test.
- m. **Collection site** means a place designated by the PSO where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- n. **Confirmation (or confirmatory) test.** In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical Principal from that of the screening test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation methods for cocaine, marijuana, opiates, amphetamines, and phencyclidine). In alcohol testing, a second test, following a screening test with a Blood Alcohol Concentration (BAC) of 0.02 or greater that provides quantitative data of alcohol concentration.
- o. **Contractor** means a person or organization that provides a service for Pahin Sinte Owayawa – Porcupine School consistent with a specific understanding or arrangement. The understanding can be a written contract or an information arrangement that reflects an ongoing relationship between the parties.

- p. **Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the accident/incident in its usual manner in daylight after simple repairs.
- i. Inclusion. Damage to motor vehicles that could have been driven but would have further damaged if so driven.
 - ii. Exclusions.
 - a) Damage which can be remedied temporarily at the scene of the accident/incident without special tools or parts.
 - b) Tire disablement without other damage even if no spare tire is available.
 - c) Headlamp or taillight damage.
 - d) Damage to turn signals, horn, or windshield wipers which makes them inoperative.
- q. **Employee** means an individual, including all employees of Pahin Sinte Owayawa – Porcupine School, substitutes, temporary, volunteers, applicants for employment, or transferees. As used in this manual “employee” includes an applicant for employment. “Employee” and “individual” have the same meaning for purposes of this policy.
- r. **EBT (Evidential Breath Testing)** means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices” (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.
- s. **Medical Review Officer (MRO)** means a licensed physician (medical doctor of osteopathy) responsible for receiving laboratory results generated by the Pahin Sinte Owayawa – Porcupine School’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history.
- t. **Performing (a safety-sensitive function)** means an employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
- u. **Prohibited drug** means any controlled substance, including but not limited to, marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP).
- v. **Refuse to submit** means that an employee fails to provide adequate breath for alcohol testing or a urine sample for drug testing without a valid medical explanation, or refuses to report to the collection site, after he or she has received notice of the requirement to be tested in accordance with the provisions of this part or engages in conduct that clearly obstructs the testing process. A valid medical explanation must be supported by a statement from a licensed medical physician.
- w. **Safety-sensitive function** means any of the following duties:
 - i. Operating a vehicle.

- ii. Operating a vehicle, when required to be operated by a holder of a Commercial Driver’s License.
 - iii. Controlling dispatch or movement of a vehicle.
 - iv. Maintaining a vehicle or equipment used in service.
 - v. Carrying a firearm for security purposes; or
 - vi. Performing a function which potentially impacts the life, health, or safety of another person.
- x. **Screening test (or initial test).** In drug testing, an immune-assay screen to eliminate “negative” urine specimens from further analysis. In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
 - y. **Substance abuse professional (SAP)** means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of a clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
 - z. **Vehicle** means a bus, van, ATV, or automobile.
 - aa. **Verified negative (drug test result)** means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use.
 - bb. **Verified positive (drug test result)** means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use.

5. Persons Who Are Subject to Testing. The following employees, who perform safety-sensitive function, will be subject to alcohol and drug testing, pursuant to the federal government’s Drug Free Workplace Policy:

- a. All employees of the Pahin Sinte Owayawa – Porcupine School.
- b. Any part-time, substitute, temporary employee and volunteers of Pahin Sinte Owayawa - Porcupine School if said employee or volunteer participates in school functions for more than two (2) weeks or supervises students overnight.
- c. Any applicant selected for employment at Pahin Sinte Owayawa – Porcupine School.
- d. Casual or occasional driver leased and independent drivers whether leased or directly employed by Pahin Sinte Owayawa – Porcupine School.
- e. All Pahin Sinte Owayawa - Porcupine School Board members (annually).

6. Prohibited Substances. Substances that are prohibited and for which tests will be conducted are marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP). Testing for alcohol will also be conducted.

7. Testing Categories. Testing for prohibited alcohol and drug use shall apply to the following circumstances set forth in detail in this policy:

- a. Pre-employment
- b. Post-accident
- c. Reasonable suspicion
- d. Random
- e. Return to duty/follow up, and
- f. Volunteer

8. Prohibitions.

a. **On-duty use.**

- i. Employees and all others covered by this policy are prohibited from using prohibited alcohol and drugs on duty or while performing safety-sensitive functions. A supervisor having actual knowledge that an employee is using prohibited alcohol and drugs while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions. All school employees must report to the Human Resource Office and the Principal any knowledge of the use of alcohol or controlled substances by any employee immediately.
- ii. Use or possession of medically prescribed drugs or medications that have been legally prescribed to the employee by a person licensed to do so, or where a religious or spiritual exemption has been requested in writing and filed with the Human Resource Manager, and the school has granted an exemption is permitted under the conditions set forth in this section.
- iii. Prescription medication of any sort shall not be brought upon school property by any person other than the person for whom the medication is prescribed, and shall be used only in the manner, combination and quantity prescribed by the person to which the medication is prescribed. This includes all controlled substances including CBD products, which may contain THC.
- iv. An employee who is taking any medication, whether prescribed or non-prescribed, which may interfere with the safe and effective performance of duties or operation of equipment is required to advise his/her supervisor of the facts before beginning work. All controlled substances, marijuana or CBD products that contain any THC must be reported under this policy. In the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication, clearance from a physician and the school shall be required.

Failure to advise a supervisor of the use of any medication which may interfere with the safe and effective performance of duties or operation of equipment, or vehicles will result in discipline up to and including termination.

b. Pre-duty use.

- i. General. The PSO shall prohibit, whenever the school has actual knowledge, an employee from using prohibited alcohol and drugs prior to performing a safety sensitive function. A supervisor having actual knowledge that an employee has used prohibited alcohol and drugs prior to performing a safety sensitive function shall not permit the employee to perform or continue to perform safety sensitive functions.
- ii. On-call employees: The PSO shall prohibit the use of alcohol and drugs for the specified on-call hours of each employee who is on-call. The procedure shall include:
 - a) An on-call employee shall have the opportunity to acknowledge the use of alcohol or drugs at the time he or she is called to report to duty and the inability to perform his or her safety sensitive function.
 - b) If the employee has acknowledged the use of alcohol or drugs but claims ability to perform his or her safety sensitive-function, he/she shall take an alcohol and/or drug test before performing a safety-sensitive function.

- c. **Use Following an Accident.** No employee required to take an alcohol or drug test following an accident may use alcohol for eight hours following the accident or until the employee has undergone the post-accident test.

9. Types of Testing. All persons subject to alcohol and drug testing are required to report for and undergo testing at the time and date designated without exception. The PSO has determined that because of the seriousness of the threat to the health and safety of students presented by illegal drug and/or alcohol use, and to ensure the validity of testing, and equal application of the policy, there are no cultural, spiritual, or other exemptions to the testing protocols set forth herein. It shall be the duty of the Medical Review Officer to determine whether any positive test is the result of a legally prescribed medication. Employees shall report at the time of testing any prescription medications they are taking.

a. Pre-employment testing.

- i. The Pahin Sinte Owayawa – Porcupine School shall be responsible for the drug testing costs contained in this section. Only the Human Resource Manager or designee may authorize a pre-employment test.
- ii. Individuals who test under this section and have a verified positive test result shall not be permitted to retest or reapply for one year from the date of the positive pre-employment.

- iii. The PSO Board shall not hire an applicant to perform a safety sensitive function unless the applicant takes a drug and an alcohol test with a verified negative result administered under this policy.
- iv. A contract for employment shall be considered null and void in the event the selected individual has a verified positive test result. If an individual has been selected for employment, or offered employment, but the individual has not yet accepted such employment, the offer shall be considered as withdrawn immediately, and the selection shall be considered as canceled by PSO.
- v. The PSO Board shall not transfer an employee into a bus driving position until the employee takes a drug and alcohol test with a verified negative result administered under this policy.
- vi. If an applicant or employee drug test is canceled, the PSO shall require the employee or applicant to take another pre-employment drug test.
- vii. A refusal to submit to testing, failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.

b. Reasonable Suspicion Testing.

- i. The PSO shall conduct testing when a supervisor has reasonable suspicion to believe that the employee has used prohibited alcohol or drugs.
- ii. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations must be made by the supervisor who is trained in detecting the signs and symptoms of alcohol or drug use. Any supervisor receiving a report of reasonable suspicion from an employee shall immediately observe the employee under suspicion.
- iii. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
- iv. Determinations may only be made during, just preceding or just after performance of job duties.
- v. Such testing should occur as soon as possible; alcohol: by two (2) hours or within eight (8) hours of the determination; controlled substance: within thirty-two (32) hours of the determination.
- vi. The Pahin Sinte Owayawa – Porcupine School shall be responsible for the alcohol and drug testing costs contained in this section.

c. Post-Accident/Incident Testing.

- i. Fatal accidents. As soon as possible following an accident/incident involving the loss of human life, the PSO shall test each surviving employee operating a vehicle for the PSO at the time of the accident/incident. The PSO shall also test any other employee whose performance could have contributed to the accident/incident, as determined by the PSO using the best information available at the time of the decision.
- ii. Nonfatal accident/incidents. As soon as practicable following an accident not involving the loss of human life, in which the vehicle involved is a bus, van, automobile or UTV, the PSO shall test each employee operating the vehicle for the school at the time of the accident/incident unless the school determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident/incident.
- iii. The PSO shall also test any other employee whose performance could have contributed to the accident/incident, as determined by the school using the best information available at the time of the decision.
- iv. PSO shall test any employee driver who received a citation for a moving traffic violation from the accident/incident.
- v. PSO shall ensure that an employee required to be tested under this section is tested as soon as practicable but within thirty-two (32) hours to test for prohibited drugs and eight (8) hours for alcohol.
 - a) If an alcohol test required is not administered within two hours following the accident/incident, the PSO shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
 - b) If an alcohol test required is not administered within eight (8) hours following the accident/incident, the PSO shall cease attempts to administer an alcohol test and shall maintain the same record.
- vi. An employee who is subject to post-accident/incident testing who fails to remain readily available for such testing, including notifying an authorized representative of PSO of his or her location if he or she leaves the scene of the accident/incident prior to submission of such test, may be deemed by the PSO to have refused to submit to testing.
- vii. Nothing in this section shall be construed to require the delay of necessary medical attention to the injured following an accident/incident or to prohibit an employee from leaving the scene of an accident/incident for the period necessary to obtain assistance in responding to the accident/incident or to obtain necessary emergency medical care.

- viii. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
- ix. The Pahin Sinte Owayawa – Porcupine School shall be responsible for the alcohol and drug testing costs contained in this section.

d. Random Testing.

- i. The minimum annual percentage rate for random drug testing shall be fifty (50) percent and twenty-five (25) percent for alcohol. There shall be a separate random pool for each of the following:
 - a) Regular employees,
 - b) Bus/SUV/van drivers/UTV and CDL drivers; and
 - c) Substitute, temporary, part-time and volunteer employees.
- ii. The selection of employees for random testing shall be made by a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.
- iii. The medical vendor shall randomly select a sufficient number of employees for testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random testing.
- iv. The Human Resource Manager shall ensure that random tests conducted under this part are unannounced and that the dates for administering random tests are spread reasonably throughout the calendar year.
- v. The Human Resource Manager shall require that each employee who is notified of selection for random testing proceeds to the designated collection site by designated appointment time; provided, however, that if the employee is performing a safety-sensitive function at the time of the notification, the PSO shall instead ensure that the employee ceases to perform the safety-sensitive function and proceeds to the collection site as soon as possible.
- vi. Notification of employees selected for random drug and/or alcohol selection will be made in accordance with the following procedure:
 - a) Random selection list is received by the Human Resource Manager.
 - b) Notification letters are prepared by the Human Resource Manager and identifies where to report, date and time of reporting for testing.
 - c) Notification letters are personally delivered by the Human Resource Manager.
 - d) Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.

- e) Upon reporting to the collection site, employee signs notification letter verifying that they reported to the collection site.
 - vii. An employee shall only be randomly tested while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing safety-sensitive functions.
 - viii. In the event, an employee is unavailable for testing due to absence, lay-off period (summer), travel on a school sponsored activity or on pre-arranged leave, such test will be completed promptly upon employee's return to work,
 - ix. A refusal to submit to testing, failure to report to collection site on time after being notified, or adulteration of urine specimen will be considered a positive result.
 - x. The Pahin Sinte Owayawa – Porcupine School shall be responsible for alcohol and drug testing costs contained in this section.
- e. **Return to Duty Testing.** The requirements of this section shall apply only to regular Pahin Sinte Owayawa – Porcupine School employees. The PSO shall ensure that, before returning to duty to perform a safety-sensitive function, each employee who has refused to submit to a test or has a verified positive test result and is not released from employment as a result thereof:
- i. Has been evaluated by a substance abuse professional to determine whether the employee has properly followed the recommendations for action by the substance abuse professional, including participation in any rehabilitation program.
 - ii. Has taken a return to duty test with a verified negative result. If a test is canceled, the PSO shall require the employee to take another return to duty test.
 - iii. A substance abuse professional may recommend that the employee be subject to a return to duty breath alcohol test with a result indicating a breath alcohol concentration of less than 0.02, to be conducted in accordance with these procedures.
 - iv. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
 - v. The employee shall be responsible for alcohol and drug costs included in this section.
- f. **Follow-Up Testing.** The requirements of this section shall apply only to regular Pahin Sinte Owayawa – Porcupine School employees.

- i. Follow-up testing shall be conducted when the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.
 - ii. Following determination, that an employee is in need of assistance in resolving problems associated with drug or alcohol use. The PSO shall ensure that the employee is subject to unannounced follow-up testing as directed by a substance abuse professional in accordance with the provisions of this policy.
 - iii. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
 - iv. Notification of employees selected for follow-up drug and/or alcohol selection will be made in accordance with the following procedure:
 - a) Follow-up notice of testing is received by the Human Resource Manager.
 - b) Employee notification letter is prepared by the Human Resource Manager and identifies where to report, date and time of reporting for testing.
 - c) The notification letter is personally delivered by the Human Resource Manager.
 - d) Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
 - e) Upon reporting to the collection site, employee signs notification letter verifying that they reported to the collection site.
 - v. The employee is responsible for alcohol and drug testing costs included in this section.
 - g. **Volunteer Testing.** Any employee may voluntarily submit to alcohol or drug testing at any time, however, any volunteer must agree that all testing shall comply with all provisions of this policy after submitting. The employee shall be responsible for the alcohol and/or drug testing contained in this section.
10. **Testing Procedures.** Testing shall be conducted in a manner to assure adherence to standards of confidentiality, privacy, accuracy, and reliability. The Pahin Sinte Owayawa – Porcupine School will establish a collection site that conforms to all appropriate regulatory guidelines to ensure accuracy of tests. Persons reporting to the collection site for testing will be informed of the proper procedures for providing a specimen.
- a. **Drug Testing:**
 - i. Urine shall be the required substance tested and will be collected under controlled circumstances.

- ii. Urine shall be divided into split specimens (2 collection containers) and each shall be labeled to preserve identity.
- iii. Specimens are transported to a previously designated and approved testing lab.
- iv. Specimens under testing by an initial screening procedure which is followed by confirmation by (Gas chromatography/mass spectrometry GB/MS)) testing, if necessary.
- v. The urine is positive for a substance if the substance is present in an amount greater than the screening limits set by the laboratory.
- vi. A Medical Review Officer (MRO) will contact the donor if there is a positive result to verify the result.
- vii. The medical review officer gives the donor the option of testing the remaining split specimen at a lab of their choice and at their own expense.

b. Alcohol Testing:

- i. Breath is tested for alcohol. The alcohol test is conducted by a certified Breath Alcohol Technician (BAT). The BAT uses an approved Evidential Breath Testing (EBT) device.
- ii. The initial test must give a BAC result of less than 0.02 or a retest (confirmation) test must be done following a fifteen (15) minute break.
- iii. If the confirmation reveals a BAC of greater than 0.039, the employee is in violation of the policy.

11. Consequence of Positive Test Results or Refusal to Test.

a. Action when employee has a verified positive result under Sections 9(d) or (f). This section shall apply only to regular Pahin Sinte Owayawa – Porcupine School employees who are not on probation.

- i. As soon as practicable after receiving notice that an employee has a verified positive test result, or if an employee refuses to submit to a test, the PSO shall require that an employee cease performing a safety-sensitive function.
- ii. The employee shall be placed on leave status for the period of evaluation and rehabilitation. An employee may use accrued leave with the approval of the supervisor. If no leave is available, the leave period shall be leave without pay. An employee shall not delay participating in an assessment. Such assessments shall take place no later than one (1) week after receiving notice of a positive test

result or refusal to test. If an employee does not participate in an assessment within the timeline, such leave will be leave without pay, unless there is a valid reason the employee has not participated in an assessment.

- iii. Before allowing the employee to return to duty and resume performing a safety-sensitive function, the PSO shall ensure that the employee meets the requirements of this policy for returning to duty, including taking a return to duty test with a verified negative result.
- iv. Referral, assessment, and treatment:
 - a) An employee who has a verified positive test result or refuses to submit to a test under this policy shall be advised by the PSO of the resources available to the employee in evaluating and resolving problems associated with prohibited alcohol or drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
 - b) The PSO shall ensure that each employee who has a verified positive test result or refuses to take a test shall be evaluated by a substance abuse professional who shall determine whether the employee is in need of assistance in resolving problems associated with prohibited alcohol and drug use.
 - c) Assessment and rehabilitation may be provided by the PSO, by a substance abuse professional under contract with the PSO, or by a substance abuse professional not affiliated with the PSO. An employee's decision to see a substance abuse professional and the assignment of costs shall be made in accordance with PSO employee agreements and PSO Board policies.
 - d) The PSO shall ensure that a substance abuse professional who determines that an employee requires assistance in resolving problems with prohibited alcohol or drug use does not refer the employee to the substance abuse professional's private practice from which the substance abuse professional receives re-numeration or to a person or organization from which the substance abuse professional has a financial interest. This paragraph does not prohibit a substance abuse professional from referring an employee for assistance provided through:
 - i. A public agency, such as tribal, state, county, or municipality.
 - ii. The PSO or a person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of the PSO.
 - iii. The sole source of therapeutically appropriate treatment under the employee's health insurance program, or

- iv. The sole source of therapeutically appropriate treatment reasonably accessible to the employee.

b. Other alcohol-related conduct.

- i. The PSO shall not permit an employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until:
 - a) The employee's alcohol concentration measures less than 0.02; or
 - b) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- ii. Except as provided in paragraph (a) above, the PSO shall not take any action under this policy against an employee based solely on test results, showing an alcohol concentration less than 0.02. This does not prohibit the PSO from taking any action otherwise consistent with law and PSO policies and procedures.

c. Termination

- i. An employee who refuses to participate in a rehabilitation referral, participate in the recommendations of the substance abuse professional or fails to successfully complete a required rehabilitation program will be terminated by the Pahin Sinte Owayawa – Porcupine School Board.
- ii. An employee, who has a second positive test result during any period of employment with PSO regardless of when the first positive test result occurred, may be terminated by the Pahin Sinte Owayawa – Porcupine School Board.
- iii. As soon as is practicable, after receiving notice that a probationary, temporary, substitute, part-time or volunteer has a verified positive result, or refuse to submit to a test, the PSO shall terminate such individual immediately from any further service to PSO. The probationary, temporary, substitute, part-time or volunteer shall not be permitted to provide services to the Pahine Sinte Owayawa – Porcupine School for one year from the date of the verified positive test result.

D. Substance Abuse Professional. The PSO's alcohol and drug-free program shall have available the services of a designated substance abuse professional or professionals who shall work directly with the Pahin Sinte Owayawa – Porcupine School Human Resource Office. The Human Resource Manager shall work with the EAP Program designated by the school to provide substance abuse professional services.

The substance abuse professional shall determine whether an employee who has refused to submit to a test or has a verified positive test result is in need of assistance in resolving problems associated with prohibited alcohol and drug use. The substance abuse progression then recommends a course of action to the employee/Board member. The

substance abuse professional shall determine whether an employee who has refused to submit to a test or has a verified positive test result has properly followed the SAP's recommendation.

The substance abuse professional shall determine the frequency and duration of follow-up testing for an employee. Such employee shall be required to take a minimum of six (6) follow-up drug tests with verified negative results during the first six (6) months after returning to duty.

12. **Grievance.** Any regular employee who has a grievance due to the application of this drug and alcohol testing policy may utilize the Personnel Grievance Policy.

13. **Administrative Requirements.**

a. **Retention of Records.**

i. General requirements. The PSO shall maintain records relating to drug and alcohol testing and this policy in a secure location with controlled access.

ii. Period of retention. In determining compliance with the retention period requirement, each record shall be maintained for three (3) years following the termination of employment or date of testing, whichever is longer.

b. **Access to facilities and records.**

i. Except as required by law, or expressly authorized or required in this section, the PSO may not release information pertaining to an employee that is contained in records required to be maintained.

ii. Any and all documents pertaining to an employee or school board member alcohol and/or drug tests are property of Pahin Sinte Owayawa – Porcupine School and shall not be made available to anyone other than designated employees of Pahin Sinte Owayawa - Porcupine School.

iii. Any individual may make a written request to be tested for alcohol and drugs upon payment by money order or cash or check at time of collection.

iv. The PSO shall permit access to all facilities utilized in complying with the requirements of this policy to any agency with regulatory authority over the PSO or any of its employees.

v. The PSO shall disclose data without identifying names of employees for its drug and alcohol testing program and any other information pertaining to the PSO's drug and alcohol-free program required to be maintained by appropriate regulatory requirements, when requested by any agency with regulatory authority over the PSO or employee.

- vi. Records shall be made available to a subsequent employer upon receipt of written request from the employee. Subsequent disclosure by the PSO is permitted only as expressly authorized by terms of the employee's request.
- vii. The PSO may disclose information required to be maintained under this policy pertaining to an employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol test administered under this policy (including, but not limited to a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)
- viii. The PSO shall release information regarding an employee's record as directed by the specific, written consent of the employee authorizing release if the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

14. **Testing Agencies Authorized.** The School Board shall approve by motion or resolution a contract and MOA with an outside entity or a PSO employee qualified to perform specimen collection, and with an outside entity designated by PSO to perform drug and alcohol testing in accordance with this policy. The designated entity shall collect alcohol and drug specimens on Pahin Sinte Owayawa – Porcupine School employees and school board members and those organizations that have a Memorandum of Agreement (MOA) with Pahin Sinte Owayawa – Porcupine School.

3.16 TOBACCO USE

Board members and employees shall not smoke or use tobacco in any form while occupying a school vehicle. Board members and employees shall not use tobacco on school premises except as permitted in areas of specifically designated by School Board resolution or motion. No employee or Board member provide any tobacco product to any student at any time. Violation of this policy shall subject an employee to personnel discipline up to and including termination of employment.

3.17 SOCIAL MEDIA

1. **Purpose.** The school recognizes the value of teacher inquiry, investigation and research, and innovation using new technology tools to enhance the learning experience. The school also recognizes its obligation to teach and ensure responsible and safe use of these technologies.

This policy addresses employees' use of publicly available social media networks including: personal Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, Facebook, Twitter (X), Snap, Tik Tok and any other social media.

The school takes no position on employees' decisions to participate in the use of social media networks for personal use on personal time. However, use of these media for

personal use during school time or on school equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate tribal, state or federal laws, school policies, or which disrupt the educational environment or damage the reputation of the school.

2. **General Statement.** The school recognizes the importance of on-line social media networks as a communication and e-learning tool. Toward that end, the school may provide password-protected social media tools and school-approved technologies for e-learning and encourages use of school tools for collaboration by employees. However, the public social media networks, outside of those sponsored by the school, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Principal, or their designee and written parental/guardian consent for student participation on social networks. The school may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

However, employees must avoid posting information or engaging in communications that violate tribal, state or federal laws, school policies, or which disrupt the education environment or damage the reputation of the school.

The line between professional and personal relationships is blurred within a social media context. Employees are not permitted to engage with students in a social media context outside of school approved programs, unless the communication is approved by the Principal and the school has received parental/guardian consent in writing. When employees choose to join or engage with school student families of fellow employees, in a social media context that exists outside those approved by the school, they are expected to maintain their professionalism as school employees. In addition, employees have a responsibility to report inappropriate behavior or activity on these networks, including requirements for mandatory reporting.

3. **Definitions.**

- a. **Public social media networks** are defined to include: Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public or consumers and which do not fall within the school's electronic technologies network (e.g. Facebook, Twitter (X), LinkedIn, Flickr, YouTube, TikTok, Snap, blog sites, etc.).
 - b. **School approved password-protected social media tools** are those that fall within the school's electronic technologies network or which the school has approved for educational use. The school has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.
4. **Requirements.** All employees are expected to serve as positive ambassadors for our school and to remember they are role models to students. Because readers of social media networks may view the employee as a representative of the school, the school requires employees to observe the following rules when referring to the school, its students,

programs, activities, employees, volunteers and communities on any social media networks:

- a. An employee's use of any social media network and employee postings, displays, or communications on any social media network must comply with tribal, state and federal laws, school policies, and must not disrupt the educational environment or damage the reputation of the school.
- b. Employees may not post on public social media networks during working hours without advance approval by the Principal.
- c. Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.
- d. Employees shall not use their school email address for communications on public social media networks that have not been approved by the school.
- e. Employees must make clear that any views expressed are the employees' alone and do not reflect the views of the school. Employees may not act as spokesperson for the school or post comments as a representative of the school, except as authorized by the supervising Principal, or their designee.
- f. When authorized as a spokesperson for the school, employees must disclose their employment relationship with the school.
- g. Employees may not disclose information on any social media network that is confidential school information, including but not limited to information concerning students and employees, or information that is protected by the Federal Educational Right to Privacy Act (FERPA), or any data privacy laws.
- h. Employees may not use or post the school logo on any social media network without permission from the Principal or their designee.
- i. Employees may not post images on any social media network of co-workers without the co-workers consent.
- j. Employees may not post images of students on any social media network without written guardian consent, except for images of students taken in the public arena, such as sporting events or fine arts public performances.
- k. Employees may not post any nonpublic images of the school premises, property, including floor plans.

1. The school recognizes that student groups or members of the public may create social media representing students or groups within the school. When employees, including coaches/advisors, choose to join or engage with these social media networking groups, they do so as an employee of the school. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Any social media group authorized as a PSO student activity site or page or group, must be approved by the Principal and must be monitored for content by a designated employee, who is responsible for enforcing this social media policy, and any student social media policies.

- m. Employees who participate in social media networks may decide to include information about their work with the school as part of their personal profile, as it would relate to a typical social environment. This may include:
 - i. Work information included in a personal profile, to include school name, job title, and job duties.
 - ii. Status updates regarding an employee’s own job promotion.
 - iii. Personal participating in school-sponsored events, including volunteer activities.

- n. If an employee lists the school as their place of employment on a social media platform they must include the statement on that platform profile that ***“any views expressed on this page are not the views of nor are they endorsed by the Pahin Sinte Owayawa – Porcupine School.”***

5. **Enforcement.** Violation of this Social Media Policy will result in disciplinary action up to and including termination of employment. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

Anything posted on an employee’s Web site or Web log or other Internet content for which the employee is responsible will be subject to all school policies, rules, regulations, and guidelines.

3.18 PERSONAL APPEARANCE

The Pahin Sinte Owayawa – Porcupine School Board expects all employees to set a good example for our youth and make a favorable impression in their contacts with the general public. All employees will be neat in personal appearance at all times. Employees are to wear clothing appropriate for their jobs.

Staff dress should meet the standards of health and safety, not be obscene or disrupt the educational process, nor wear clothing that promotes the consumption of illegal substances or/and alcohol or gang activity. Employees shall not wear red or blue bandanas except for religious purposes or as required for participation in school related activities during school hours or during after school programming. The school Principal or the immediate supervisor shall determine when this policy has been violated and have authority to request

that an employee change their clothing to comply with this policy, and to impose disciplinary actions for violation of this policy.

3.19 GAMBLING

Gambling activities are not permitted on school grounds or during school hours. Supporting games or activities that generate money for classes or student projects is an allowable employee activity and is not considered gambling, as long as it is in compliance with federal laws and regulations. Gambling activities that are prohibited within a school setting specific to employee involvement in such activity are as follows:

1. All activity associated with gambling must be done outside of school time which includes any development of forms, chances, selling, soliciting, playing computer or online games of chance, or collecting money related to games of chance.
2. For an employee to personally use student (children) or school sponsored activities for monetary gain is considered to be unethical.
3. Betting on or developing a pool on the Super Bowl of NCAA Basketball fins is personal business and shall not be allowed during school hours.
4. Non-employees may not sell chances, spots, slots, etc. to school employees during the working day.

3.20 TECHNOLOGY USE AND COMMUNICATION

The school's technology and communication tools are provided for staff, officials and students for educational purposes. All personnel and the School Board should be aware of the following:

1. Access is a privilege – not a right.
2. Access DOES NOT mean acceptable.
3. Access entails responsibility.

Individual users of the school's technology and communication tools are responsible for their behavior over those networks. It is expected that users will comply with the school's standards. Pahin Sinte Owayawa – Porcupine School takes precautions to restrict access to objectionable material. However, it is not possible to have full control of access to resources and materials on the Internet due to the ever-changing nature of the Internet. We reserve the right to block content that negatively affects the academic performance or productivity of students and staff. Network administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly.

Communications on the network are public in nature and users' files stored on the school's servers are not private. Use of school technology for personal business is unacceptable and is not supported by the school. It is the teachers' responsibility to log off of their computers when they are no longer in their field of sight. The use of electronic resources, technologies, and the internet must be in support of education and consistent with educational goals, objectives, and priorities of Pahin Sinte Owayawa – Porcupine School. All employees shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA)

and other applicable laws and regulations, as they relate to the release of student information. Acceptable and appropriate use is an extension of the educator's responsibilities in his or her classroom.

1. **Unacceptable and inappropriate use includes, but is not limited to:**

- a. Posting on any social media platforms confidential or sensitive information, student data, or any other information covered by existing privacy or confidentiality laws (FERPA), regulations, rules, policies, or procedures. Any employees who use social media to discuss school issues will receive a written warning on the first incident.
- b. Use of personal technology devices or social media during work hours, or in front of students, or at any time other than a scheduled break is prohibited. Use of personal technology devices may be permitted for emergency purposes only if approved by the immediate supervisor and the use is limited to scheduled breaks.
- c. Gambling on School grounds.
- d. Sending or displaying offensive messages or pictures.
- e. Using obscene language.
- f. Harassing, insulting or attaching others.
- g. Damaging or tampering with Attempt to discover or use another's login name or password or sharing login credentials.
- h. Violating copyright laws.
- i. Attempt to discover or use another's login name or password or sharing login credentials.
- j. Trespassing in another's folders, work, or files.
- k. Intentionally wasting limited resources. (Streamlining non-educational movies, music, or other content).
- l. Employing the network for commercial purposes.
- m. Bypassing school internet filters without authorization.
- n. Storing movies, music, or other media.
- o. Allowing students to use a staff computer with the exception of testing under the supervision of teacher or paraprofessional.
- p. Storing software that is used or could potentially be used for hacking, eavesdropping, or network administration.

- q. Unlawful or inappropriate use of flash drives or other storage devices.

Violations may result in loss of access to technology and communication tools as well as other disciplinary or legal action. If users identify a security issue, they are to report it immediately to their onsite technology staff, security staff, or building administration.

3.21 CODE OF ETHICS

All PSO employees are expected to adhere to the Code of Ethics set forth in this section.

1. **Obligation to students.** In fulfilling their obligations to the students, educators, professional staff and support staff shall, where applicable:
 - a. Not without just cause restrain students from independent action in their pursuit of learning and shall not without just cause deny to the student's access to varying points of view.
 - b. Not deliberately suppress or distort subject matter for which they bear responsibility.
 - c. Make reasonable effort to maintain adequate discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, health and safety.
 - d. Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement.
 - e. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family social or cultural background exclude any student from participating in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
 - f. Not use professional relationships with students for private advantage.
 - g. Keep in confidence information that has been obtained in the cause of professional services, unless disclosure serves professional purposes or is required by law.
 - h. Not tutor for remuneration students assigned to their classes unless no other qualified educator is reasonably available.
 - i. Shall maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.
2. **Obligation to the Public.** In fulfilling their obligations to the public, educators shall:
 - a. Not misrepresent an institution or organization with which they are affiliated and shall take adequate precautions to distinguish between their personal and institutional or organizational views.

- b. Not knowingly distort or misrepresent the facts concerning educational matters in direct, and indirect public expressions.
- c. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- d. Not use institutional privileges for private gain or to promote political candidates or partisan political activities.
- e. Accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

3. Obligations to the profession. In fulfilling their obligations to the profession, educators shall:

- a. Not interfere with the free participation of colleagues in the affairs of their associations.
- b. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
- c. Not use coercive means or promise special treatment in order to influence professional decision of colleagues.
- d. Withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
- e. Not misrepresent their professional qualifications.
- f. Not knowingly distort assessment of colleagues.
- g. Not disparage a colleague before others nor criticize a colleague before students.

4. Obligations to Professional Employment Practice. In fulfilling their obligation to professional employment practices, educators shall:

- a. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- b. Apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
- c. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment of conditions of employment.
- d. Give prompt notice to the employing agency of any change in availability of service, and the employing agency of any change in availability or nature of a position.

- e. Adhere to the terms of a contract or appointment unless the contract has been legally terminated, legally voided or substantially altered, without prior consultation with the affected parties.
- f. Conduct professional business through channels that have been developed and approved by the employing agency, when available.
- g. Not delegate assigned professional responsibilities to unqualified personnel.
- h. Permit no commercial exploitation of their professional position.

3.22 STAFF CONFLICT OF INTEREST

All employees have an obligation to avoid actual conflict of interest as well as the appearance of conflict of interest. No employee shall engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with the employee's duties and responsibilities in the school system or engage in any type of private business during school time or on school property. An employee shall be disqualified from participation in any selection procedure or personnel action or participation in any student disciplinary action for a member of the employee's immediate family.

"Immediate family member" is defined in the Oglala Sioux Tribe's nepotism/personnel policies as meaning first degree relatives, i.e., father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, grandfather, grandmother or grandchildren. An employee has the discretion to recuse self from disciplinary action if that person is a hunka relative.

3.23 POLITICAL AND LABOR ACTIVITIES

Employment may not be offered as a consideration for the support or defeat of any political party or candidate for public office including, but not limited to, a tribal office, a district office, or the school board. Employees have the right, as citizens, to engage in activities which exemplify good citizenship. School property and time shall not be used for political purposes including, but not limited to, circulating a petition during work hours at the school. Political activities prohibited also includes petitioning or soliciting support from teachers, staff, or students regarding any action of the Board of School Administration whether on duty or off duty.

Employees shall not engage in labor activities during the school day, or when they are on school property, unless such activity is protected by and in conformity with federal law, including but not limited to, the Indian Self-Determination Act and the Labor Management Relations Act.

Unprotected or legally nonconforming behavior related to labor activities shall result in disciplinary action up to and including termination.

3.24 PUBLIC APPEARANCES

School Board members and employees making public appearances not on behalf of the Pahin Sinte Owayawa – Porcupine School shall take appropriate leave to do so. If appearing on behalf of the Pahin Sinte Owayawa – Porcupine School, they should represent the school in a positive way. No personnel may appear or speak on behalf of the school without prior authorization of the School Board in advance by motion or resolution. Any personnel making false allegations that are libelous, slanderous, demeaning, or degrading of the Pahin Sinte Owayawa – Porcupine School, school officials or employees shall be grounds for disciplinary action, up to and including termination.

3.25 PERSONNEL NON-SCHOOL EMPLOYMENT

The Board considers employment duties at the school full-time employment. Employees shall not be employed or involved in any private business during the hours necessary to fulfill assigned duties. Employees shall not engage in any employment that interferes with their effectiveness in performing regular assigned duties, compromises or embarrasses themselves or the school, adversely affects their employment status or professional standing, and/or conflicts with assigned duties. Employees must obtain School Board approval in writing to engage in outside employment to ensure such employment does not present a conflict of interest or interference with job duties.

3.26 CONSULTING

Personnel wishing to provide consultant services to other agencies are required to submit a request to their immediate supervisor who shall consult with the Principal for approval. If the Principal wishes to provide consultant services, the Principal is required to submit a request to the School Board. Personnel receiving approval to provide consulting services shall utilize annual leave or leave without pay during time consulting services are required. If the consulting contract is funded with federal funds, then annual leave, holiday leave, and personal leave cannot be utilized. All leave without pay (LWOP) provisions are still applicable.

3.27 PERSONNEL TUTORING FOR PAY

To assure students receive assistance without charge from their own teachers and to avoid placing a teacher in a position where he/she may have a conflict of interest, teachers shall receive no money for tutoring a student they have in class or to whom they will perform an assessment or give assignments, unless part of a formal after-school tutoring program of Pahin Sinte Owayawa – Porcupine School. No tutoring for which a teacher receives a fee will be performed in the school building, unless such tutoring is performed in a formal after-school tutoring program of Pahin Sinte Owayawa – Porcupine School.

3.28 STAFF-STUDENT RELATIONS

Staff members shall treat students with courtesy and respect, regard each student as a unique individual, aid each student in learning consistent with the school goals, and in a manner that recognizes and supports Lakota culture. Students shall regard staff members as people with specific knowledge and capabilities and shall not interfere with efforts of instructional staff to implement a learning program or interfere with the learning of other students.

3.29 STAFF-COMMUNITY RELATIONS

The Board, the administration and the professional staff have the responsibility to ensure community involvement in the development and implementation of the academic and extracurricular programs of the school. The Principal shall work with employees and administrative personnel to ensure the school maintains good community relations by:

1. Identifying through research, conferences, and in-service programs those innovative trends in the areas of curriculum, student activities, and professional development which shall be relevant to the school.
2. Developing and implementing educational programs which reflect the needs of the community and the students.
3. Informing the community and parents of the school service area about all aspects of school programs through the news media and presentations to local parents and civic groups.
4. Inviting the community and parents to visit the school. Parents and the community may schedule individual conferences with teachers or Principal at any time. The Board believes in community and parental involvement.

3.30 PROFESSIONAL PUBLISHING

Employees are encouraged to write and prepare professional material for publication in their areas of expertise. Employees who prepare material on their own time without use of school facilities or equipment are not required to submit such material for review prior to publication. Employees who desire to copyright, patent, or market material prepared totally or partially on school time, shall submit a copy of such material to the Principal for review and accompanied by:

1. The names of persons who participated in preparation of the material.
2. The percentage of duty time spent by these persons during preparation.
3. A statement as to whether royalties would be waived in any purchases if the material which might be made by the school.

The Board may authorize the sale of copies or reproduction rights to instructional material prepared by the school to other school systems, organizations or commercial firms. The Board may choose to own the copyright if the materials are produced for school use.

3.31 COMPENSATION GUIDES AND CONTRACTS

1. Salary ranges shall be established in order to provide basis for recognizing individual differences among positions. The objective is to ensure equal pay for equal work. Federal guidelines applicable to the Fair Labor Standards Act shall be applied, including the following:
 - a. No employee shall be paid less than the federal minimum wage.

- b. Salary increases may be given no more frequently than annually to reward efficient work and career development.
 - c. No employee shall have their salary or benefits increased unless approved in advance by the Board. This includes any sign-on, recruitment, retention, or other bonuses, or performance-based increases. No change in salary, incentive payment, bonus, or other change in pay whether it is change to the salary or a one-time payment will be approved by the Board unless the Business Manager has confirmed that funds are available in writing, and the Principal has recommended the payment.
2. Salary and wage scheduled will be reviewed every year. Any adjustments made to salary and wage schedules will be based on the overall financial status of the school.
 3. At the discretion of PSO Board with salary considerations, salary increases may be granted annually for one of the following reasons: Step increase, educational attainment, or cost of living. The Principal, in consultation with the Business Manager, shall make these recommendations to the Board.
 4. Official transcripts from the college shall be on file with the Human Resource Manager in order to receive a salary increase based upon completion of college courses. With proper proof of completion of college courses, education credits that are completed before the first day of the first school term may be submitted to the Human Resource Manager for salary advancement. Any credits submitted after the first day of the first school term shall not be considered for salary increase until the following school year. Renewal credit may be used to advance on the teacher salary schedule. Employees who participate in college courses offered and paid for by the school may use credits earned to advance on the salary schedule.
 5. Salary of new employees will depend on assessment of education, experience and qualifications. New employees may bring in up to eight (8) years of related outside experience. If the employee is a former Pahin Sinte Owayawa – Porcupine School employee, all previous experience at the school may also be used to determine entrance salary if such experience is directly related to their position hired.
 6. Salary for temporary employees will be based on established rates approved by the Board.
 7. Payment for substitute teachers will be based on established rates approved by the Board.
 8. Employees are not required to remain at work during their break periods. An employee may not waive his/her break period and thereby leave his/her workstation prior to the end of the normal workday. An employee may not waive the break period and claim the time as paid time. The Board does not provide for a continuing contract. All employees, both certified and non-certified, are hired for a contract of one year or less, and their contracts are not deemed to be continuing. All employees shall sign an employment contract or agreement upon employment with such contract or agreement on file with the Human Resource Manager before pay is received. The Board reserves the right to annually attach such an addendum to offered contracts as may improve the performance

of PSO employees. An annual contract once offered by the school must be accepted or rejected and may not be altered in any way by the employee or the school.

- a. Instructional personnel (teachers, counselors, librarians, and paraprofessionals) shall sign a contract annually to provide services for a predetermined number of days per contract period. Days missed without approved leave for salaried positions will be deducted at a rate dividing the contract amount by the number of contract days to acquire a daily rate for deductions. Days missed without approved leave for hourly rate positions will be deducted at hourly rate of pay. Instructional personnel shall elect to receive their salary on a bi-weekly basis for either twenty-two (22) or twenty-six (26) pay periods prior to the first day of the first term of school and shall receive bi-weekly salary payment until the contract amount is fulfilled. Any personnel who elect a twenty-six (26) pay period schedule shall be entitled to receive the deferred pay earned up to the date of termination of the contract in the event a contract terminates prior to the last day of the contract.
- b. Hourly wage personnel sign an employment contract and are paid bi-weekly at their hourly rate based on hours of service provided during a two (2) week period. Hourly wage personnel who work less than twelve months a year shall elect to receive their salary on a bi-weekly basis for the length of the contract or twenty-six (26) pay periods prior to the first day of the first term of school and shall receive bi-weekly salary payment until the contract amount is fulfilled. Any personnel who elect a twenty-six (26) pay period schedule shall be entitled to receive the deferred pay earned up to the date of termination of the contract in the event a contract terminates prior to the last day of the contract.

9. **Bonuses and Performance Based increases.** The Board reserves the right to grant performance-based pay increases and bonuses for the purposes of recruitment or retention.

- a. **Recruitment Bonus.** The board may approve a recruitment bonus to new employees, if funds are available. Recruitment bonuses may be paid half upon signing of the employment contract and half upon the successful completion of the probationary period. Any employee who does not successfully complete the contract during any year in which a recruitment bonus was paid shall be required to repay the recruitment bonus. The school shall withhold from final pay any amounts due under this provision. Personnel who do not file a Notice of Intent to return for the following school year timely, but who are hired for the next school year, are not eligible for a recruitment bonus.
- b. **Retention Bonus.** The Board may approve a retention bonus to instructional and administrative personnel, if funds are available. Retention bonuses are only available to personnel who have timely filed a Notice of Intent to return and who have been offered and have accepted and signed a contract renewal upon successful completion of the prior contract. Retention bonuses shall not be paid until after completion of any applicable probation period. Any employee who does not successfully complete the contract during any year in which a retention bonus was paid shall be required to repay the retention bonus. The school shall withhold from final pay any amounts due under this provision.

- c. **Performance based bonuses.** Performance-based bonuses may be approved by the Board based on funding availability upon the submission of documentation to verify the required performance requirements were met.
- 10. **Fring benefits.** Fring benefits for personnel shall be established by the Board on an annual basis and may include Life Insurance, Health Insurance, Dental Insurance, Disability Insurance, Vision Insurance, Retirement, and Leave, and an Employee Assistance Program.

The Human Resource Department shall recommend to the Board proposals for the structure of, and services included in, the EAP Program for Board approval, including but not limited to an in-house EAP Program, an externally contracted EAP Program, as well as referral to external service providers, annually.

- 11. **Short Term Contracts for Summer School or Temporary Employment.** Any employment contract for a period not to exceed 90 days shall be approved by the School Board and signed by the School Board President, Business Manager and employee. Such contracts shall be on a standard form that includes:
 - a. The length of the contract,
 - b. The position title,
 - c. Scope of duties, and
 - d. Rate of Pay.

3.32 POSITION CLASSIFICATION

- 1. The school administration, including the Principal, the Human Resource Manager, the Business Manager and the Board shall annually develop an organizational chart for all positions on or before the annual Board meeting each year. The Board or the Principal may request the views of school personnel in developing and/or amending the organizational chart. The organizational chart shall be approved by the Board. The Board may approve amendments to the organizational chart at any time to meet the needs of the school. The Principal shall be responsible for the operation and maintenance of the organizational chart for the school. The Board considers all positions vital to the smooth functioning of the school system and requires all employees to work together as partners to provide the best learning situation for students of the school. Only positions approved by the Board will be used. Only the Board may establish or abolish permanent positions. The Principal may, under certain circumstances, hire personnel as needed for a maximum of 90 days to fill established positions approved by the Board that are vacant.

The purpose of the organizational chart shall be to:

- a. Provide the school employee with a means to identify work distribution, areas of responsibility, chain of command and other relationships between positions.

- b. Provide uniform titles for positions.
2. The Human Resource Manager shall maintain copies of all job descriptions and job titles for every position approved by the Board. The Job Descriptions shall be based upon the analysis of the duties and responsibilities of each position and shall be maintained on a current basis. Each job descriptions shall include:
 - a. An appropriate classification of each kind and level of work.
 - b. A description of the duties and responsibilities of each classification.
 - c. A statement of knowledge, skills, and abilities generally needed to perform the work.
 - d. A statement of any special qualifications necessary to enter the position.
3. All requests for new positions will be made to the Board by the Principal who may either approve or disapprove the request considering the budget and need. If the Principal is going to request a new position or a revised position description, the Principal shall direct the Human Resource Manager to work with the supervisor to develop a job description, and the Business Manager to determine appropriate wage and salary scale for the position, and availability of funds. The request will then be submitted to the Board for approval. If approved, the Human Resource Manager will take action consistent with the Personnel Policy to fill the position. The Board will not approve any new position until the Business Manager confirms the school has the funds to fund the position without over expending the funds available to the school.
4. When the duty assignments of an employee have changed substantially as to the kind and level of work, the supervisor may initiate a request for change in the job title or pay class level in writing to the Principal. The request should outline the reasons why the supervisor feels change is needed. The Principal may prepare a position reclassification or job description change request utilizing the process set forth in subsection 3 above for the Board approval. Such reclassification of position is not required to be advertised. Reclassification will take effect in the ensuing contract year. If the Principal determines that the position has changed sufficiently to warrant a change in job title or pay class level and budget considerations have been made, recommendations will be made to the board for approval or disapproval of changes. The Board will not approve any pay reclassification unless the Business Manager confirms that funds are available to fund the position without over expending the funds available to the school.
5. The Board reserves the right to change current position duties, or add new positions if situations mandate a change. Any certified personnel may be re-assigned to other classrooms or to teach other subjects if needed to ensure the school has sufficient certified personnel to perform teaching duties. Teachers will be assigned other subject areas or classroom grades based on the needs of students and/or the need to maintain a full teaching schedule. The Principal has the authority to assign, or re-assign instructional staff as needed.

If instructional staff are assigned to teach additional subjects that require the loss of the preparation class period, the instructional staff will be eligible for additional compensation for the time period

in which they do not have a preparation class period, if the original contract anticipate a preparation class period.

6. All certified teachers are required to hold a South Dakota certification, whether it is an alternative certification or any other form of certification to qualify them to perform the job duties they are assigned. Any staff member hired who has applied for a South Dakota certification but has not yet obtained a South Dakota certification and filed it with the Business Office, shall be paid at a salary rate of \$40,000.00 until they obtain and file with the Business Office a copy of the South Dakota certification. Any certified teacher who fails to obtain a South Dakota certification in a reasonable period of time may be subject to contract termination for failure to obtain the certification.

3.33 ***DEFINITION OF EMPLOYEE***

1. An employee is defined as an individual who has signed a contract for employment with Pahin Sinte Owayawa – Porcupine School, under which the employee is:
 - a. Required to work for a set period of time for performance of work.
 - b. Required to follow the supervision and direction of a supervisor the school board on performance of job duties.
 - c. Trained by the school on job duties and functions.
 - d. Required to perform work during specified hours of the day.
 - e. Required to work on a regular basis.
 - f. Provided with all materials and supplies required to perform work.
 - g. Not working under a contract between the school and a separate business entity.
 - h. Insulated from loss and restricted in the amount of gain to an hourly rate or annual salary.
2. The classes of employees are defined as follows:
 - a. **Regular Full-time Employees.** Those employees who work at least forty (40) hours per week for fifty-two (52) weeks per year and who maintain regular employment status. All regular full-time employees are eligible for all employee benefits, annual leave, holidays, and sick leave benefits. These employees may utilize the grievance procedures after the end of any applicable probationary period.
 - b. **Certified Employees.** Those employees who are required to have certifications in a profession which includes, but is not limited to: teaching, counseling, and administration, in order to maintain their employment with Pahin Sinte Owayawa – Porcupine School. All certified employees are eligible for all employee benefits, annual or personal leave, holidays, and may receive sick leave benefits if specified in the contract or Personnel

Policy. These employees may utilize the grievance procedures after the end of any applicable probationary period.

- c. **Temporary Employees.** An appointment which does not exceed ninety (90) days, and which includes, but is not limited to, substitute teachers and staff. These temporary employees shall not be eligible for employee benefits, including but not limited to leave, holiday pay, and insurance or retirement benefits. These employees may be dismissed with or without cause at any time. These employees may not utilize the grievance procedures. Temporary contracts may not be extended or renewed for a period exceeding one academic year.
- d. **Non-exempt Employees.** An employee who is subject to federal overtime laws under the Fair Labor Standards Act (FLSA). These employees shall receive overtime pay at a rate of 1-1/2 times the hourly rate or will receive compensatory time “comp time leave” at a rate of 1 hour for each hour of overtime worked. All employees are required to utilize an electronic time clock to sign in and out each workday.
- e. **Exempt Employee.** An employee who is not subject to federal overtime laws under the Fair Labor Standards Act (FLSA). These employees are not to be paid overtime when they work more than 40 hours in a workweek. These employees are classified based on specific job descriptions and duties involved and are generally classified as exempt if the employee falls into one of three classes: executive, administrative, or professional. The criteria for each class are defined as follows:
 - i. **EXECUTIVE:** The employee must meet ALL of the criteria defined below to be classified as an executive:
 - a) Performs primarily management duties of the organization and department.
 - b) Customarily and regularly supervises two or more employees.
 - c) Possess the power to hire or fire, or whose recommendations are given substantial weight in such decisions.
 - d) Customarily exercises discretionary power.
 - e) Devotes 80% or more of their time to the performance of the activities related to numbers 1 through 4.
 - f) Must be paid on a salary basis.
 - ii. **ADMINISTRATIVE.** The employee must meet ALL of the criteria defined below to be classified as an administrator.

- a) Perform primarily duties consisting of non-manual or office work related to management policies or general business operations of the organization or department.
 - b) Regularly and directly assists a person employed in an executive or administrative capacity or performs assignments only under general supervision.
 - c) Customarily exercises discretion and independent judgement, not just application of knowledge and skill acquired through experience or training.
 - d) Devotes 80% or more to the performance of administrative duties.
 - e) Must be paid on a salary basis.
 - f) Must be paid a minimum of \$23,600 annually (\$455 per week).
- iii. **PROFESSIONAL.** The employee must meet ALL of the criteria defined below to be classified as a professional.
- a) Primarily work on duties requiring; 1) advanced learning acquired in a prolonged course of specialized intellectual instruction (not general academic education, apprenticeship, or routine training); b) original or creative work depending primarily on imagination, talent or invention.
 - b) Consistently exercises discretion and judgment.
 - c) Devotes at least 80% of time to professional type duties and functions.
 - d) Must be paid on a salary basis.

3.34 PERSONNEL QUALIFICATIONS AND DUTIES

1. Each position shall require the establishment of definitive job description. The job description shall document the requirements for each position within the organization.
 - a. Each position in the organization shall have a job description requirement established. The Human Resource Manager will be responsible for assuring that job descriptions are available for all positions within the organization.
 - b. The job description shall include a statement as to whether the designated position is classified as temporary, permanent, and exempt or non-exempt, and if exempt whether the position is Executive, Professional or Administrative.

2. Hiring and selection procedures will be strictly in accordance with job descriptions. As a minimum, the job description shall include:
 - a. Job title and general definition of the job.
 - b. Educational requirements, including specialized educational skills and education in a specified area.
 - c. Experience and related background requirements.
 - d. Special qualifications and attributes including physical qualifications, licensing or certifications, attitude, behavioral characteristics, emotional and social requirements.
 - e. The minimum qualifications for employment at the school will be a high school diploma or GED. Exceptions to the high school diploma or GED requirement may be made for coaches whose job duties only require a certification. Instructional staff, bus drivers, administrators, food service personnel, and coaches shall hold a valid certification as required by the Oglala Sioux Tribe and/or BIE and as approved by the School Board, and the necessary endorsements to perform the particular service for which they are hired and have a copy of their certificate placed in their personnel file within 30 days of their starting date of work. Failure to do so may result in suspension of their salary payments. Any employee required to hold a valid certification or endorsement who does not hold such certification or endorsement shall not be entitled to a contract, and any approved contract shall be considered null and void. A MINIMUM OF 48 CREDIT HOURS or passing the PRAXIS exam is required for all paraprofessionals.

3.35 PERSONNEL RECRUITMENT

The Human Resource Manager is responsible for the recruitment and recommendation to the Board of the best personnel for the school. Qualified individuals may submit a completed application to the Human Resource Manager. Vacancies that require advertising shall be advertised on the school website; by posting in school buildings and throughout the school service area and be submitted to local, state and national placement agencies or utilize other methods deemed appropriate by the Human Resource Manager.

A job vacancy that requires advertising is defined as a job that has become available and there has been no recommendation for a transfer or a reassignment of a qualified current employee to fulfill such job. The job that is left vacant shall be advertised. Job advertisements will be posted for at least two (2) weeks.

3.36 APPLICANT SCREENING

1. At the earliest possible date following the closing date of a job announcement, or for open until filled positions, within three (3) days of receipt of an application, the Human Resource Manager will screen review and rate applications based solely on information contained in the application and documentation attached to application provided by the applicant.

2. The Human Resource Manager will provide a list of eligible applicants who meet the minimum qualifications set forth in the Job Announcement and job description to the Principal for approval of a background check for character reference check. Once approved by the Principal, the Human Resource Manager will complete reference checks and background investigations on eligible applicants.
3. The Human Resource Manager will issue letters to ineligible applicants stating the applicant is ineligible and the reasons for ineligibility. Grounds for ineligibility include:
 - a. Not meeting job qualifications as indicated in job advertisement.
 - b. Incomplete, unsigned application.
 - c. Application submitted after job advertisement closing date.
 - d. Any former PSO employee terminated for disciplinary reasons within one year from the date of application.

3.37 PERSONNEL HIRING

1. At the earliest possible date following the closing date of a job announcement, or for open until filled positions after an applicant has been screened for eligibility, the Human Resource Manager shall submit applications to the screening committee. The screening committee may be composed of the Human Resource Manager, or designee, supervisor of position to be filled, and at least one other employee. The Human Resource Manager shall determine appropriate screening procedures for job announcements advertised as opened until filled.
2. The Screening Committee will review and rate applications based solely on the information contained in the application and other documentation provided by the applicant. The Screening Committee will be responsible for accurately rating information contained in the application including education, employment preferences, experience and references. Only required information will be used in the rating process. All qualified applications will be screened and rated based on established criteria.
3. The three applicants with the highest points shall be required to have at least one interview. Immediate supervisors, the Human Resource Manager, the Principal and one community member shall be included among persons who interview the applicant, unless they are unavailable. The Principal shall be responsible for selecting a community member to participate on an interview panel. The selection of the community member by the Principal is within the sole discretion of the Principal. No PSO employee or community member shall be involved in the selectin and hiring process of an immediate family member, nor shall a supervisor be allowed to supervise an immediate family member, as defined by PSO policy. There will be no travel expenses paid to applicants for interviewing. Interviews may be conducted by telephone.
4. The School Board will make all hiring decisions. The School Board has the final decision on all appointments for employment at Pahin Sinte Owayawa – Porcupine. The School Board reserves

the right to select one alternate for any position who will fill a position in the event the selected person declines the job offer or fails to fulfill his/her probation period. If in the opinion of the School Board, the applicants interviewed are not suitable, the School Board may request that the position be re-advertised or other qualified applicants screened for the position be scheduled for an interview.

5. A background and character investigation for all personnel providing services to PSO shall be completed by the Human Resource Office prior to employment and be conducted annually (or within 5 years) thereafter. Public Law 101-647 allows employees to begin work as the investigations are taking place. Such investigation shall be in compliance with all applicable laws and regulations and paid for by Pahin Sinte Owayawa – Porcupine School. This process will include forwarding fingerprints to the state Department of Criminal Investigation, Federal Bureau of Investigations, and Tribal Agencies. The contract with the employee, even if signed by the parties, shall not be considered executed, valid or enforceable until all results are returned regarding the childcare, background and character check. The legal effect of negative results coming in after the contract has been signed is that the employee's contract shall be considered null and void, as if no employment relationship exists between the employee and the Pahin Sinte Owayawa – Porcupine School. Personnel whose background investigation has not been cleared by the first date of employment must sign a Provision Supervised Employee Form.

If a Federal Bureau of Investigation (FBI) or South Dakota Division of Criminal Investigation (DCI) fingerprint cards are rejected a second time due to the quality of characteristics being too low to use, Pahin Sinte Owayawa (Porcupine School) will place the reject notice in the employee's Background Investigation File and continue to the adjudication process utilizing either the FBI, State DCI, and/or local/Tribal RAP report. The Human Resource Department will also attach a copy of this policy to the second reject notice.

3.38 PERSONNEL ASSIGNMENT

Teachers are assigned to specific duties and grade level placement by the respective Principal who shall consider the teacher's preparation, qualifications, and the specific educational needs of the students. The Principal shall assign employees to other duties with the employee's preference considered after consulting with the employee and their immediate supervisor. The Board shall be informed of all personnel assignments.

3.39 TEMPORARY APPOINTMENTS

The Principal shall have the authority to appoint temporary personnel to work assigned required at the school when there are funds available within the existing Board approved school budget. No temporary appointments will be made without the approval of the Business Manager confirming funds are available and notice to the Human Resource Office to complete a background check. For substitute personnel, the Principal shall utilize the substitute pool of applicants. Under no circumstances will an individual be employed without first undergoing the beginning of a background investigation and pre-employment drug and alcohol testing. The Board will be notified of all temporary appointments. Temporary appointments should not exceed ninety (90) workdays and any renewals or extensions shall not exceed one academic year.

Temporary appointments whose background investigation has not been cleared by the first date of employment must sign a Provision Supervised Employee Form.

3.40 SUBSTITUTE EMPLOYEES

1. The Human Resource Manager shall be responsible for acquiring a list of substitute employees meeting Board requirements on a bi-annual basis. Substitute and temporary employees are not the same category of employees. Substitute employees may be used only in those jobs that in the absence of an employee would adversely affect the school and the services provided.
2. Substitute orientation will be organized by the Principal or their designee. Substitute orientation will be held at the beginning of each semester.
3. All substitute teachers shall possess and file a copy of their high school diploma or GED and any certifications with the Human Resource Manager.
4. The school secretary/administrative assistant will contact and schedule substitutes during teacher absence.
5. Failure of a teacher to report their absence in time to acquire a substitute teacher may result in disciplinary action. Teachers are required to consult with the substitute about learning activities to be implemented in their absence, unless in an emergency. Teachers are required to submit lesson plans weekly to the Principal to be used by the substitute teacher.
6. Certified substitute teachers will not be compensated the certified substitute pay rate for positions that do not require certification. Substitutes will be utilized in the absence of certified teachers. (Exceptions must be approved by the Principal).
7. The school may utilize both long-term substitute personnel and short-term substitute personnel. Substitutes for any certified position who do not meet the certification requirements for that position may be approved and utilized only if no certified substitutes are available, and no qualified certified applicants have applied for the position.
 - a. A short-term substitute position is one in which a substitute works less than fifteen (15) consecutive days replacing the same staff member. Short-term substitutes shall be paid at a rate approved by the Board. Short-term substitutes are not entitled to leave benefits.
 - b. A long-term substitute position is one in which a substitute works more than fifteen (15) consecutive days replacing the same staff member.
 - i. Long-term substitutes will be compensated in the following manner:
 - a) Substitute for certified staff that has certification; (must have state certification or bachelor's degree in education); the same rate of pay as

would be available on the wage and salary scale for a contractual position retroactive to the first date of substitution.

- b) Non-certified staff: (all positions other than certified staff) the same rate of pay as would be available on the wage and salary scale for a contractual non-certified position retroactive to the first date of substitution.
 - c) If a long-term substitute is approved but does not have the certification required for the position they are placed in, they will be paid at the rate of \$40,000.00 per year. If the long-term substitute obtains certification for the position they are placed in during the term of the substitute, they will be paid at the certified rate for that position starting on the date they obtained certification.
- ii. Long-term substitute instructional personnel shall be required to perform all of the contractual duties that instructional personnel are required to perform under their contracts, including but not limited to development of lesson plans, reporting in the Native Star system, and participation in trainings as required by the Principal.

3.41 PERSONNEL ORIENTATION

1. An orientation program for all new employees shall be implemented by the Human Resource Manager. The orientation shall assist new employees to become acquainted with the community, school policies and procedures, philosophy, programs, and evaluation procedures. Supervisors shall be assigned specific roles in carrying out the orientating program. Employees shall document their participation in orientation by completing a checklist developed by the Human Resource Manager which lists those items understood and those items requiring additional awareness, to be placed in their personnel file.
2. The Human Resource Manager shall be responsible to work with supervisors to ensure all support staff have the required preparation and training as outlines in his/her job description.
3. All personnel shall participate in an orientation on Lakota values and culture.
4. Supervisors and the staff shall meet annually during the month of August for the purpose of providing an orientation as to their roles and responsibilities.

3.42 IN-SERVICE TRAINING

The Principal, after consulting with the Human Resource Manager, is responsible for recommending topics for in-service and pre-service training to the Board for approval. All employees are required to participate in programs of pre-service and in-service training as scheduled. The Principal is responsible for designing and coordinating a pre-service workshop to be approved by the Board prior to the implementation.

3.43 **PERSONNEL PROBATION**

Certified teachers with special contract provisions requiring a ninety (90) calendar day probation period, all new employees, and any employees who transfer from one job to another within the school system shall be covered by this policy. (New employees does not include renewed staff). If a certified staff member does not file a Notice of Intent to return for the next school year, or does not accept a contract offer, but later is hired for the subsequent school year, they are subject to the ninety (90) calendar day probationary period.

1. **Nature and Purpose.** Probation is established to benefit the employee and the school and is a time for personal adjustment, adaptation, learning the job requirements, and the policies and procedures of the school. This 90-calendar day period shall determine if the new employee meets required standards of employment and will be a period when the employee and his/her supervisor will pay close attention to the employee's job performance and progress.
2. **Conditions Preliminary to Regular Appointment.** The regular appointment of an employee shall begin with the date ending the probation period. The immediate supervisor is required to send a written notice to the Human Resource Manager prior to the last day of the probationary period notifying the Human Resource Manager of whether the employee is recommended for permanent appointment, is recommended for extension of the probationary period, or is recommended for termination. The employee will be provided with a copy of this notification.
3. **Leave During Probation.** Leave Without Pay (LWOP) may be granted in extenuating circumstances for probationary employees through the Principal. Any annual, personal, or sick leave the employee is eligible for under contract shall accrue during the probation period but may not be used until the end of the probationary period.
4. **Promotions During Probation.** Employees must complete the probation period before being eligible for promotion.
5. **Transfer During Probation.** An employee may be transferred during the probation period if such an action would benefit the school or the employee. A new probation period will begin the date of transfer of the transfer is done in accordance with the transfer policy.
6. **Performance Evaluation During Probation.** The supervisor shall provide a performance evaluation after thirty (30) calendar days, but before forty-five (45) calendar days of work during the probation period. Performance evaluations shall be documented and used to determine how the employee is adapting to job requirements, the department, the overall school system, and to recommend for regular employment or termination of employment. Evaluations are not required in the event of a probationary employee terminated within the initial 3-day period. The Human Resource Manager shall provide notice to all supervisors by the 30th day of employment that an evaluation needs to be conducted during the probationary period and shall provide a performance evaluation form that the supervisor must fill out and return to the Human Resource Manager no later than 15 days after they receive the form. For instructional staff, evaluation shall include performance of required classroom functions.

7. **Continuing Employment.** Those employees whose continuing employment is contingent upon the employee meeting special conditions, as recommended by the supervisor to the Principal and approved by the Board, may be placed on a ninety (90) calendar day probation period, or may have the initial ninety (90) day probationary period extended for up to an additional ninety (90) days. All special conditions to employment contracts and agreements must have Board approval.⁸

8. **Dismissal During Probation.** Anytime during the probation period that an employee fails to successfully adapt to the requirements of the position, the department, or the school system, employment will be terminated immediately. The supervisor will make a recommendation to terminate to the Principal who will notify the employee in writing of such recommendation and the date services will be terminated. The Board will make the final decision on termination. The employee shall have no right to appeal the Board's decision.

9. **Attendance at Workshops and Training Sessions/Seminars.** Probationary employees are not eligible to attend workshops and training sessions/seminars that are held off PSO campus until that employee's probationary period has ended and the employee has been made a regular employee. The Principal, upon request of the employee's supervisor, may make exceptions for those probationary employees who must attend training as part of a special project which requires such training.

3.44 PERSONNEL SUPERVISION

The major focus of employee supervision shall be to assist, monitor and support the capabilities of an employee to competently perform their assigned job responsibilities. Employees shall be notified of the identity of their immediate supervisor by the Human Resource Manager at the time of their initial appointment. The employee's immediate supervisor shall approve time and attendance, approve or disapprove leave, conduct evaluations, provide technical assistance, conduct conflict resolution and problem-solving, identify professional developmental needs and resources, acquire materials for, and assign other duties to the employee.

3.45 PERSONNEL PERFORMANCE EVALUATION

1. **PURPOSE.** The formal evaluation program is intended to assist and motivate employees to attain their maximum potential. It is a means of stimulation to self-improvement. The program is designed to analyze the strengths and weaknesses of an employee. It enables the supervisor and the employee to direct their efforts towards those personal characteristics, skills, knowledge, and abilities that will make him/her a more effective employee and increase his/her chances toward development of the supervisory personnel.

2. **POLICY.** It is the policy to conduct an on-the job performance evaluation with each employee on a regular basis as an employee development activity. Promotions, demotions, contract renewals, pay increases, and continued employment are based on performance, length of service or longevity.

Performance evaluations and performance assessments are one of several factors considered in decisions affecting promotions, demotions, layoffs, contract renewals and dismissals.

3. **FREQUENCY OF PERFORMANCE EVALUATIONS AND ASSESSMENTS.** The performance of all employees will be reviewed on an on-going informal basis. A performance assessment is an interim review of the employee's performance that includes informal ongoing feedback, as well as mid-year reviews. A performance evaluation is an annual evaluation conducted prior to the end of the contract year.

Information in informal ongoing performance assessments will be used in formal performance assessments and evaluations made in accordance with the established schedule outlined below:

- a. Mid-year performance assessment shall occur annually on or before December 1st of the respective school year for all staff.
 - b. An annual performance evaluation shall occur on or before March 15th of the respective school year for all staff.
 - c. The Principal may also conduct a performance assessment at any time he/she deems it necessary or appropriate to assist the employee in identifying work performance deficiencies and meeting job requirements.
 - d. Promotion/transfer performance evaluation: Ninety (90) calendar days after transfer or reassignment to a new position, the immediate supervisor shall conduct a performance evaluation. At the discretion of the Principal, this performance evaluation may take place sooner if the employee has demonstrated his/her ability to satisfactorily perform the job requirements.
 - e. If there are any deficiencies in performance identified in a performance assessment or a performance evaluation, the Principal will develop a Performance Improvement Plan and shall provide a copy of that plan to the employee.
4. **RESPONSIBILITIES.** The employee's immediate supervisor will normally conduct the performance assessment and performance evaluation. They will be responsible for appraising the performance of each employee under their supervision and discussing the completed performance assessment or evaluation with the employee. The Principal will assess and evaluate the performance of each supervisor under his/her supervision and the Board will assess and evaluate the performance of the Principal.

5. **PROCEDURES.**

- a. The Human Resource Manager will recommend the performance assessment and performance evaluation forms to be used for personnel to the Principal. The Board shall approve all performance assessment and performance evaluation forms prior to the beginning of the school year.
- b. Each program supervisor will review performance assessment and performance evaluation forms with employees under their supervision at the beginning of the school year and

establish performance objectives for each employee or group of employees. The performance objectives will be based on actual job requirements and will be conveyed to the employee in writing. This will ensure that the employees know what level of performance is expected and understand the basis for success or failure to meet these objectives when evaluated. It is the supervisor's responsibility to conduct a thorough and impartial performance assessment and performance evaluation of each employee reporting directly to him/her.

- c. If a supervisor is not completely familiar with all phases of an employee's job assignment, a second person knowledgeable of the employee's performance will be requested to assist in the performance assessment or performance evaluation. All the performance assessments and performance evaluations will be discussed and reviewed with the employee when evaluated.
 - d. The following steps, at the discretion of the supervisor, may be observed in accomplishing the employee's performance assessment and performance evaluation process:
 - i. Prepare performance requirements by determining how well you expect the employee to do their duties.
 - ii. Discuss the performance requirements with the employee and adjust them as needed.
 - iii. Observe what the employee is doing.
 - iv. Assess and evaluate the performance against the requirements.
 - v. Discuss the performance assessment or performance evaluation with the employee.
 - vi. Take appropriate action.
 - e. Supervisors may be assessed or evaluated by employees that he/she supervises if approved by the Board. (The purpose of the supervisory assessment or evaluation will be to promote communications and address staff concerns and issues.)
 - f. The Human Resource Manager shall prescribe the forms for the performance assessment and performance evaluation based on Board approval.
6. Elements of a performance assessment and of a performance evaluation. Some of the elements of the assessment and the performance evaluation, which may be measured are:
- a. **Job proficiency** – the ability to perform tasks at or above the job standards.
 - b. **Harmonious working relationships** – the way an employee gets along with his/her supervisor and fellow workers shall be assessed. Willingness to accept and to carry out orders is also important.

- c. **Absenteeism and tardiness** – the punctuality and consistency of attendance of an employee on the job is an important consideration.
 - d. **Errors** – accidents, errors in work and/or accidents that are attributed to improper performance of job tasks shall be noted and evaluated.
 - e. **Failure to follow rules and regulations** – any employee may receive an unfavorable performance assessment if he/she disregards written or oral rules and regulations of which he/she could reasonably be deemed to be aware of.
 - f. **Relationships with the public** – public relations is an important part of the duties of every employee. Each supervisor shall assess the manner in which his/her subordinates deal with the public. Discourteous treatment, lack of tact and other elements of misconduct in dealing with the public are valid reasons for an unfavorable performance assessment.
 - g. **Demonstrate a knowledge or understanding of Lakota value and culture.**
 - h. A performance assessment shall also include assessment of whether the employee has access to or could benefit from additional training, materials, or resources to enhance performance.
7. Performance assessment and performance evaluation – interview: Each employee will be given the benefit of a private performance interview with the supervisor conducting the performance assessment or performance evaluation. The purpose of the private interview is to review the performance assessment or performance evaluation and discuss the employee's job performance. The immediate supervisor may conduct the interview in person or by video conference. The employee will be allowed a reasonable time to enter comments on the performance assessment or performance evaluation form. The employee will sign the performance assessment or performance evaluation form, indicating the performance assessment or performance evaluation has been explained and discussed. The employee can file a written statement of agreement or disagreement with the supervisor's performance assessment or performance evaluation no later than five (5) days following the completion of the performance assessment or performance evaluation.

The performance assessment or performance evaluation form will not be placed in an employee's personnel file until it has been reviewed by the supervisor and employee. The performance assessment or performance evaluation form then will be forwarded to the Human Resource Manager for appropriate action.

8. Unsatisfactory performance assessment or performance evaluation. Evaluation: An employee who receives an overall rating of "unsatisfactory" on any formal performance assessment or a performance evaluation may be placed on probation for thirty (30), sixty (60), or ninety (90) calendar days at the Principal's discretion and shall be placed on a written Plan of Improvement. Job performance will be re-evaluated prior to the end of the probationary period at the Principal's discretion.

Employees who again receive overall ratings of “unsatisfactory” will be recommended for termination to the Board. There is no appeal available from a performance assessment or a performance evaluation.

If funds are available, the School Board may authorize an incentive payment for employees, based on the mid-year and final evaluations, depending on the total points at evaluation time. If funds are available and the incentives are approved, the monetary amount may change from year to year. The School Board will approve or disapprove incentive payments every year, based on funding.

3.46 PERSONNEL PROMOTION

Whenever new jobs are created or vacancies occur in a position that may provide salary advancement, present employees who meet job qualifications may be eligible for consideration or reassignment to such position. Any employee who wants to be considered for a new position may follow the voluntary transfer provisions of this policy.

3.47 PERSONNEL TRANSFER

Personnel may be transferred within the school on a voluntary or involuntary basis upon Board approval unless position advertising restrictions prohibit such transfer. Transfer will not be used as a means of disciplinary action.

- 1. VOLUNTRARY TRANSFER:** Employees may request transfer in writing or be reassigned from one department of job to another, which may be granted when in the best interest of the employee and the school. Personnel wishing to transfer or to be reassigned to another position within the school shall notify their immediate supervisor by filing a written transfer request listing the reasons for the request and the position to which transfer, or reassignment is desired. Upon approval by the immediate supervisor of the position they wish to transfer to, the immediate supervisor of the position they wish to transfer to, the request will be submitted to the Human Resource Manager who shall present the request to the Principal for Board action. The Board shall make the final decision on all transfers.
- 2. INVOLUNTARY:** If an employee involuntary transfer is in the best interest of the school, the Principal shall notify the immediate supervisor and the employee of the reasons for the action and the position to which transfer or reassignment is recommended in writing, unless the employment contract does not permit transfers. The transfer directive is then submitted to the Human Resource Manager and the Board for action. Noncompliance with a transfer directive of the Board may result in loss of employment to person(s) involved. The Principal may consider maintaining the transferring employee’s former salary, pay, or grade, but is not required to do so.
- 3. PROCEDURE:** The Principal shall request transfers or reassignments of non-certified personnel in the best interest of the school and may take into consideration employee preference, and the recommendation of the transferring employee’s supervisor prior to transfer of reassignment. If an employee is transferred or reassigned to a vacant or soon-to-be vacant position then the requirement

for advertisement of that position is waived by the School Board, and only the position being left vacant by the transferring or reassigned employee shall be advertised.

If the transfer is involuntary, the Principal shall notify the supervisor of each department. Any notification or approval must be obtained prior to submitting a voluntary or involuntary transfer to the Human Resource Office, the Board, or the Principal.

3.48 REDUCTION-IN-FORCE

A reduction-in-force (RIF) is defined as a situation whereby a position has been eliminated by action of the School Board, because a position no longer serves the mission or purpose of the PSO, or reductions in funding sources for a program make staffing reductions necessary. The Board may lay-off an employee for any of the usual reasons for a RIF, or due to conditions that impede its ability to meet employee contract obligations. The Principal shall notify all personnel in writing as to their job status in any RIF action taken by the Board.

An employee laid off due to a RIF action may, if it meets the needs of PSO, be given priority in hiring for job vacancies for which they are qualified for three (3) months following the RIF. The position offered may be at a salary or under conditions which are less than the former position of the RIF'd employee. If a RIF'd employee is offered a position, and that RIF'd employee rejects it, then PSO shall not give the RIF'd employee priority consideration for any further positions. All personnel must keep the Human Resource Manager informed of their current mailing address in order for them to be eligible for future employment preference.

3.49 PERSONNEL EMPLOYMENT TERMINATION

Non-certified personnel, whenever possible, may be given written notice of their dismissal by the Principal two (2) weeks prior to the effective date, unless the underlying cause of the termination is a ground for discipline as described in the policies and procedures. The Board may dismiss a teacher or other certified staff as recommended by their supervisor for reasonable and just cause to include, but not limited to: breach of contract, incompetence, serious misconduct, neglect of duty, immoral conduct, intemperance, inappropriate treatment of a student or staff member, commission of a crime, continuing physical or mental disability rendering him/her unfit to perform his/her duties, other matters prescribed by law, and violation of the school policies. The Board makes the final decision on all terminations and reserves the right to terminate an employee without notice.

3.50 PERSONNEL RESIGNATION

1. Any non-certified (support) employee may resign at any time by mutual consent with Board approval. Certified personnel wishing to voluntarily resign from their position shall give written notice of resignation to the Principal fourteen (14) days prior to leaving their employment. If fourteen days' prior notice is not given, and the school has not approved the resignation, this will be considered a breach of contract and abandonment of the job. The school shall levy liquidated damages upon such breach of contract. Because damages to the school from a breach of contract are difficult to determine, in every employment contract for certified personnel, the contract shall include a provision for imposing liquidated damages.

The liquidated damages applied shall be as follows:

- a. Termination in June: \$1,000.00
- b. Termination in July: \$1,500.00
- c. Termination in August through May: \$2,000.00

The school shall withhold the liquidated damage amounts owed from all payrolls remaining up to the date of termination, and any accrued leave payout. If additional amounts are owed to the school as a result of penalty, the school shall have the right to take any and all legal actions necessary to collect the liquidated damages. Any staff member who fails to pay liquidated damages owed shall not be employed by the school for a period of five (5) years, or until the liquidated damages are fully paid. The Board reserves the right to waive or reduce liquidated damages in extenuating circumstances beyond the control of the employee.

2. A certified employee may resign effective at the end of his/her current contract. If an administrator becomes aware of a situation, which may constitute a resignation, that administrator shall notify the Board within forty-eight (48) hours.
3. Once a certified staff member has signed a contract, he/she may not terminate or cancel his/her contract, unless the Board has given its consent. In cases where an employee has breached his/her contract by departing during the contract year, terminating or canceling the contract without the Board's consent, the Board may consider legal action, including seeking revocation of the employee's certification.
4. The Board may seek revocation of a teaching or administrator's certificate upon the event that a certified staff member abandons his/her position, otherwise breaches his/her contract.
5. If any employee fails to comply with exit documentation or comply with the above stated policy, will not be considered for future employment for a period of at least one year.

3.51 END OF EMPLOYMENT REQUIREMENTS

1. When employment has ended for any reason, prior to leaving employment, the employee is required to complete an Employment Exit Interview with the Human Resource Manager and immediate supervisor who shall complete an Employment Exit Interview checklist. The Employment Exit Interview checklist will include all of the following requirements:
 - a. Remove all personal possessions from the office space or classroom assigned to the employee.
 - b. Return all equipment in the possession of the employee in good working condition and all building keys.
 - c. Return all of passwords in the possession of the employee.

- d. Proper move-out on any housing unit assigned is completed.
 - e. Filing of a forwarding mailing address with the Human Resource Manager.
 - f. For instructional staff, providing the immediate supervisor with all up-to-date grades in the gradebook, attendance reports, NASIS required documentation, student files, and test results.
 - g. Completion of an Exit Survey Form requesting feedback from the employee. The immediate supervisor may review the Exit Survey Form with the employee during the Exit Interview.
2. If equipment or keys are not returned, or are damaged or lost, or passwords are not returned, or the Employee Exit Interview checklist is not otherwise completed at the time of the Exit Interview, the final paycheck and any funds earned and payable to the employee shall be withheld until the Employment Exit Interview checklist items are completed. The Business Office will not release any final paycheck until it has received a completed and approved Employee Exit Interview checklist. Any funds owed by the employee to the school shall be withheld from the final paycheck of the employee.

3.52 RE-EMPLOYMENT

1. All employees, other than the Principal, shall file with the Principal a Letter of Intent on or before March 10th of each year, specifying whether they are available for employment in the subsequent contract year or intend to leave employment. The Principal must file a Letter of Intent no later than February 15th. A Letter of Intent is not binding, but contract renewal will not be considered for any employee for whom a Letter of Intent is not on file.
2. The Principal is responsible for projecting teacher needs and recommending teacher contract renewal or non-renewal for approval before March 10th of each year. Contract renewal shall be offered to the Principal on or before May 1st of each year, and on or before April 15th of each year for all other certified and non-certified staff.

Performance evaluations conducted during the contract year shall be reviewed as part of the contract renewal decision-making process. The Board shall make all contract renewal or non-renewal decisions regarding the Principal, and non-certified department supervisors. The Principal shall make the decision on all other contract renewals.

3. Following consultation and review of performance evaluations with the supervisor, the Principal shall make a decision on non-certified personnel re-employment for the following school term and shall notify the Board in writing of the contract renewal decisions made. If an employee was subject to a lay-off, rehiring shall be carried out on the basis of the RIF policy.
4. The Principal will, whenever possible, notify the certified personnel and non-certified personnel of contract renewal or non-renewal for the following year by the first scheduled board meeting in April. Failure to so notify a teacher does not constitute an expressed or implied promise to renew

the teacher's contract for the following year. If an employee or administrator is not renewed, the employee or administrator is not entitled to utilize grievance procedures or to a due process hearing. The employee must notify the Principal in writing whether he/she accepts or rejects the re-employment offer within fifteen (15) calendar days following the date of notification. Failure to provide the Principal with such notification, writing in new terms into the contract, or signing a contract under protest, shall constitute a rejection of the contract offer. Signing an offered contract constitutes proper notice of acceptance.

3.53 EMPLOYEE HEALTH EXAM, VACCINATION AND COMMUNICABLE DISEASE POLICY

1. All employees shall have a physical examination at their own expense and shall file a medical certificate attesting to freedom from communicable disease, unless such physical examination violates the provisions of federal or tribal law. Such certificates must be filed with the Human Resource Manager within thirty (30) days of the starting date of employment. All employees shall have a physical examination prior to or within thirty (30) days after the start of employment and every two years thereafter. Tuberculosis test shall be required every year. All Food Service and Transportation employees must pass a physical examination annually, and employees who are required to have a CDL certification must also meet CDL physical examination requirements. If an employee completes a CDL physical, the employee is not required to obtain a separate physical examination for that school year. All physical examinations and tuberculosis results must be on file in the Personnel Office within thirty (30) days after the start of employment. Requirements for the physical examinations are uniformly applied, based on job specifications and will be used to determine pre-existing conditions for worker's compensation and health insurance benefits. Failure to comply with this section may lead to disciplinary action up to and including termination.
2. The health and safety of students and employees will be the primary consideration in how PSO handles communicable diseases. PSO recognizes its responsibility in preserving the safety, protecting the general welfare, and promoting the physical, mental, and emotional health of students and employees. Decisions regarding an employee's work status will, at all times, be based on whether the employee poses a direct threat to the health and safety of the PSO community. When practicable, PSO will make reasonable accommodation(s) for affected employees if such accommodation(s) eliminates any direct threat posed by the communicable diseases at issue.
3. **Employee Vaccination Requirements.** Employees are required to show proof of COVID-19 vaccination as a condition of employment or apply for and be granted a vaccination exemption. All employees are required to provide proof of vaccination to the PSO Human Resource Manager
4. **Equal Employment.** In accordance with the American with Disabilities Act, PSI does not discriminate on the basis of an applicant's or a current employee's health status, including infection of certain communicable diseases such as HIV, so long as the applicant or employee is able to perform the essential functions of the position without posing a direct threat to the health and safety of the PSO community. PSO will afford employees reasonable accommodations if practical. PSO may require, however, that the applicant or employee undergo a health examination pursuant to the Health Examination Section of this policy in order to ensure that the employee's communicable disease does not pose a direct threat to health and safety and/or to determine whether reasonable accommodations can be made in the employee's specific circumstances.

5. **Nondiscrimination.** PSO shall not discriminate against an applicant or current employee solely on the basis of a positive communicable disease test result. PSO staff will, at all times, maintain an atmosphere of respect. Under no circumstances will harassment based on an individual's health status be tolerated. This includes persons infected with a communicable disease, perceived as being infected with a communicable disease, or an employee's family members' actual or perceived infection from a communicable disease. However, nothing in this policy shall be construed as limiting PSO's ability to make employment decisions intended to protect the health and safety of the PSO community, including termination and/or refusal to hire, provided that such decisions are based on whether an individual's communicable disease poses a direct threat which cannot be reasonably accommodated.
6. **Confidentiality.** PSO shall handle information regarding employees with a suspected or confirmed communicable disease in accordance with all applicable laws regarding confidentiality of employee health records. Such records shall be placed in a locked and secure location and shall only be accessible to PSO management personnel who have a legitimate work related need to know, such as emergency medical personnel. Unlawful disclosure of confidential health records will result in immediate disciplinary measures, up to and including termination.
7. **Direct Threat and Accommodation Determinations.** The determination of whether a communicable disease prevents an employee from being able to carry out a position's essential job duties or poses a direct threat to the health and safety of the PSO community, as well as determinations regarding reasonable accommodations, shall be made by the Principal in consultation with the Tribal Health Department, Indian Health Service, PSO legal counsel, and available medical evidence. Applicants and/or employees who are determined to have a communicable disease which prevents them from being able to carry out the normal job duties of a position and/or poses a direct threat which cannot be reasonably accommodated pursuant to this policy may appeal such determination in accordance with grievance and appeal procedures of this policy.
8. **Infection Control Guidelines.** PSO has established the following infection control guidelines for the purpose of protecting the health and safety of the PSO community. These guidelines will be maintained and implemented in cooperation with the Tribal Health Department and the Indian Health Service.
 - a. Any person who knows or suspects that an individual has a communicable disease or otherwise believes that there has been an incidence of exposure to a communicable disease shall report the information to the Principal. It is improper for any employee who has actual knowledge or reasonable grounds to suspect that he/she is infected with a communicable disease to willfully expose or infect another with such a disease or to knowingly perform an act or engage in conduct which exposes or infects another person with such a disease. If the Principal has received information that an employee is afflicted with a communicable disease which may interfere with job performance or poses a direct threat to health and safety, he/she will confer with the employee to assess the situation. The Principal may direct the employee to complete a health examination pursuant to

- b. If possible, all employees and/or students who have open sores, or other physical conditions by which others may be infected are required to refrain from direct contact with others and refrain from handling equipment until the condition is resolved. Any such physical conditions that can be covered with adhesive bandages that repel water are designed to prevent potentially infectious material from being shed must be used.
- c. School workers who may come into contact with infectious body fluids (blood, urine, feces, wound drainage, oral saliva or vomit) must:
 - i. Wear gloves while rendering aid to injured/ill students or staff.
 - ii. When possible, direct the injured/ill person to wash off any of their cuts, abrasions, or other body areas where there are potentially infectious body fluids.
 - iii. After any wounds are washed with soap and water they should be covered with an appropriately sized bandage. When possible, the injured/ill person should do this themselves.
- d. Areas where bodily fluids may have spilled should be cleaned by custodial staff as soon as possible. Surfaces should be:
 - i. Cleaned using standard disinfectant such as bleach or aerosol germicide cleaner,
 - ii. Any linens, towels, or other washable cloth items cleaned with detergent in hot water, and
 - iii. Contaminated disposable articles such as paper towels should be double bagged in plastic and disposed of.
- e. If the communicable disease at issue poses a direct risk to the health and safety of students and/or staff and/or there has been possible exposure, the Principal will make a report to the Tribal Health Department as soon as possible.
- f. In cooperation with the Tribal Health Department, the Principal shall notify those employees, students, and others of their possible exposure to the communicable disease. The notice will include a fact sheet or similar information on possible communicable disease exposure.
- g. If an employee/student is suspected of having a communicable disease that could be detrimental to the health of self or others in the school environment, that individual may be sent home until his or her communicable disease no longer poses a direct threat or until the disease can be reasonably accommodated. Such determinations shall be made in accordance with policy stated earlier in this section.
- h. In cooperation with the Tribal Health Department, the Principal shall determine when a student/employee may be readmitted. As a condition of continued or renewed readmittance, PSO may require a statement from a student/employee's physician stating that the student/employee is in suitable condition to attend school or resume work responsibilities.

3.54 PERSONNEL TIME SCHEDULE

The Board requires employees to report to work punctually as scheduled and to work all scheduled hours. All employees are required to utilize an electronic time clock to sign in and out each workday. The purpose of the time clock is to provide documentation for audit purposes. It is the responsibility of the supervisor to keep an accurate record of employee time and attendance and to discuss with the employee any difficulties that they may have in this area.

The regular daily time schedule for instructional personnel shall be determined by the Principal based on the needs of the students and the school. All full-time personnel are required to have a schedule that provides no less than eight (8) hours per day, unless otherwise indicated by the immediate supervisor with approval of the Principal. Forty (40) hours constitutes a regular work week.

All personnel are expected to work 40 hours per week, on a schedule set by their supervisor. Supervisors may implement varying time schedules for personnel based on the needs of the school after consulting with the employee and the Principal. Any change to the time schedule shall be in written form by the Principal and forwarded to the employee, human resource office and payroll office. The Board shall indicate the length (start and end time) of a school day annually. All employees may be required to utilize the time clock when leaving the school property and when going on breaks or lunch hours, except for paraprofessionals who are supervising students in the lunchroom during their lunch hour, where there is a need to verify time or dissuade misuse of expected time and attendance.

3.55 PERSONNEL DUTY RULES

1. All personnel shall assist in clearing students from school building areas daily unless students are working, receiving tutorial assistance, participating in a school sponsored activity, or are supervised by staff. Immediate supervisors shall ensure that adequate personnel are on duty to ensure adequate general supervision of students. Any employees who are supervising tutoring, student activities or any after-hours events are responsible for supervision of all students in the building and ensuring students not participating in their programs are not in the building.
2. Personnel are not to have their own children, family members, friends or significant others at their duty station during the regular workday. This includes children not of school age and school age children without specific approval of the immediate supervisor and the provision of a pass to be in the building.

3.56 PERSONNEL WORKLOAD

Class size and workload of individual staff members shall adhere to requirements for accreditation by the accrediting agency. The workload of personnel shall be determined by the Principal commensurate with needs of the school.

3.57 COMPENSATORY TIME AND OVERTIME

With effective planning and efficient management, overtime work is not required. Overtime work will be permitted only upon the pre-approved written authorization of the designated supervisor and the Principal.

1. **Compensatory Time:** Prior to incurring overtime, which will lead to the granting of compensatory time, the employee shall request approval from their immediate supervisor. Pre-approval in writing by the immediate supervisor and the Principal is required. Compensatory time earned, the length of time worked, the reasons for such compensatory time, and authorization will be documented by the immediate supervisor. False claims regarding compensatory time by employees shall subject the employee to suspension or termination.

The PSO shall grant compensatory time to all non-exempt employees other than Facilities and Transportation employees. In special circumstances, compensatory time may be available to exempt employees in extraordinary circumstances. SD Compensatory time shall be given for all involuntary or pre-approved hours beyond forty (40) hours per work week. Compensatory time will be granted at one (1) hour for each hour beyond forty (40) hours per week worked. Compensatory time cannot be accrued beyond the pay period in which the time is accrued. Employees must use compensatory time within thirty (30) days of its occurrence. Compensatory time not used within thirty (30) days of its accrual shall not be accrued. The school has a use or lose policy regarding compensatory time. Employees, if terminated, shall be paid for accrued compensatory time. Requests for leave for compensatory time shall be done in accordance with annual leave requirements and are approved and scheduled by the supervisor. Employees are expected to clock in at the expected duty hour. Compensatory time will not be granted for clocking in to work early unless pre-approved and planned in advance in writing for a school purpose.

2. **Overtime Pay:** Overtime pay is time worked in excess of forty (40) hours in a week. Prior to incurring overtime that results in overtime compensation, the employee shall request approval from their immediate supervisor and the Principal and shall be required to turn in an overtime approval form within one (1) business day of the accrual of overtime pay. Overtime pay shall be paid for all hours on duty including time waiting during sporting events between periods of driving. Employees are expected to clock in at the expected duty hour. Overtime will not be granted for clocking in to work early unless pre-approved and planned in advance on writing for a school purpose. Time earned, the length of time worked, the reasons for such overtime, and authorization will be documented by the immediate supervisor and the Principal. Non-exempt employees who are eligible for overtime include the Facilities and Transportation personnel of the school.

Overtime shall be paid at one and one-half (1-1/2) times their hourly rate of compensation for all involuntary or permitted hours in excess of forty (40) hours per work week. False claims regarding overtime by employees shall subject the claimant to suspension or termination action. Exempt employees shall not be entitled to overtime pay for overtime hours worked.

3. **Involuntary or permitted work:** Involuntary or permitted work is defined as work which has been required by the Pahin Sinte Owayawa – Porcupine School or the immediate supervisor or work which the employee performs with the implied consent or knowledge of the supervisor. The Board shall comply with the provisions of the Fair Labor Standards Act.

3.58 STAFF MEETINGS

Supervisors shall conduct regular meetings that do not significantly interrupt work schedules with the personnel they directly supervise and shall document the outcomes of the meetings, inclusive of agenda items, decisions made, committees formed, tasks delegated, time lines for the completion of activities, and other appropriate information. This information is to be disseminated to those in attendance within five (5) days of the meeting to assist in communications. Agenda and minutes will be included in monthly supervisor reports submitted to the Board.

3.59 PERSONNEL EXTRA DUTY

1. Each staff member must assume his/her share of duties incidental to programs, extra-curricular activities, and community involvement activities assigned by his/her supervisor. All PSO employees that submit an application for an extra duty contract must have signed prior approval by their immediate supervisor. Extra duty contracts are distinguished from consultant contracts as contracts that may be filled by Pahin Sinte Owayawa – Porcupine School employees with Board approval. The Board shall not approve extra duty contracts unless the Business Manager has confirmed that funds are available to pay such contracts, and the Principal has recommended an extra duty contract. Extra duty contracts performed by employees are for duties that are in addition to the regular duties of an employee and beyond the job description and/or functions expected of the employee in the ordinary course of their work for PSO. Such contracts are subject to verification that such work is not performed during regular working hours and is not work already required of the employee. For extra duty responsibilities that occur during the school day and include student supervision, a staff member may ask for administrative leave to fulfill their duty for students. The Principal may decide to approve the leave if doing so is in the best interest of the students of Pahin Sinte Owayawa – Porcupine School and if the work cannot be completed after hours. Extra-duty contracts will be advertised and may be issued for activity sponsorship or coaching that requires consistent supervision when applicable and approved by the Board. Background checks and pre-employment drug tests must be completed by all coaches/sponsors prior to the beginning of the extra duty contract.
2. The Athletic/Activities Director shall be responsible for providing an orientation for all individuals having extra-duty athletic/activities contracts and must submit documentation of the orientation including an agenda and attendance to the Principal's office. Orientation shall be provided to sponsors and coaches on expectations, rules and regulations, purchasing procedures, transportation policies, and vehicle use policies, proceeds from fund-raising activities (see section 5.43), philosophical elements, supervision, and other documentation requirements.
3. Extra-duty contract payment shall not be made until the activity has been completed AND an evaluation by the Activities/Athletic Director or immediate supervisor of the contract have been submitted to the Human Resource Manager. Salary for the Extra-duty activity will be paid at the end of the season when all equipment inventory, practice and game sign-in sheets are submitted along with the end of activity report. Extra-duty contract payments may be paid halfway through the contract. However, payments will not be paid in advance of the contract. If the coach/advisor does not complete the season/activity report of the season, or the activity itself, no payment shall be due under an extra-duty contract. If the School Board ends the activity early or the season early,

by Board action, then the extra-duty contract will be pro-rated for the time period extra duties were performed as approved by the Board. Bonuses may be considered by the Board for post season involvement. Coach/sponsor shall be evaluated annually following the completion of the coaching/sponsor assignment.

The activities/athletic Director shall have the coaching/sponsor assessments available for the Board's review at the next regular meeting.

3. All coaches must familiarize themselves with the rules and requirements of the specified athletic organization and adhere to such. Coaches must ensure that their players are familiar with the rules and requirements of the sport for which they are participating. At all times, coaches must ensure that good sportsmanship is displayed by their players and themselves.
4. Personnel assigned to chaperone field trips may be approved for an extra-duty contract for any dates of the field trip that are not contract days under the personnel contract signed by the employee (holidays, weekends, etc.). For such extra-duty contracts, personnel are eligible for extra duty contract pay at a rate established by the Principal for a period of eight (8) hours for a full day or four (4) hours for any portion of a day less than a full day (8 hours). Extra-duty pay will not be provided for overnight time or time over eight (8) hours per day. The Principal is responsible for approval of extra-duty contracts for this purpose.

3.60 PERSONNEL EXPENSES

Reimbursements for supplies, materials, goods, etc. is not allowed. All purchases must be made through the school's procurement system. Mileage payments shall be made at the approved federal GSA rate when official travel has been authorized for the use of a personal vehicle.

3.61 HOLIDAYS

Personnel shall be provided paid holidays, which shall include:

Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Good Friday, Independence Day, Indigenous People's Day, Little Big Horn and Memorial Day.

If the holiday falls on a Saturday, the Friday before will be taken as a holiday. If the holiday falls on a Sunday, the Monday after will be taken as a holiday. Only those holidays that fall within the time frame and work hours of the employment contract will be considered paid holidays.

3.62 PERSONNEL LEAVE

There are specified forms of leave available to PSO personnel as set forth in this Section, all of which require advance approval by the requesting employee's immediate supervisor, and in some cases require approval of the Principal as specified therein.

No leave shall be allowed during orientation, the first two weeks of classes or the last two weeks of school (to include: personal, annual, and leave without pay) unless approved in advance by the Principal. If prior leave arrangements have been made by an employee and school dismisses early, the employee will not be charged for leave pre-approved for the time period in which school was discharged early.

No leave shall be allowed the last two weeks of school before graduation unless approved in advance by the immediate supervisor. Denial of leave during such period cannot be appealed and is not subject to this Personnel Policy.

Applications for leave must be made through established procedures and at a minimum of two (2) days advance notice. All employees must receive prior approval for all leave requests, except in emergencies. Failure to receive approval in advance may result in assignment of Absent Without Leave (AWOL) status, and may result in disciplinary action, including termination.

At the discretion of the immediate supervisor and Principal, Leave Without Pay (LWOP) may be granted to an employee for extreme emergencies. Leave without pay refers to unpaid leave and will be considered excessive after three (3) days have been granted, and may result in personnel action, including termination.

There shall be no advance leave granted. Advance leave is defined as deductions from future leave not yet earned by the employee. As such, employees cannot accumulate negative balances of leave.

Personnel who take leave for a dual purpose such as for both a school and non-school related activity, such leave shall be leave without pay if the employee is compensated by another organization for the non-school related activity. If such compensation is less than the employee's salary, the PSO shall offset the balance and shall be made with appropriate documentation provided by the employee. The Payroll Accountant shall be responsible for submitting a leave report to the Principal for PSO Board review (prior to contract renewal), reporting accumulative leave taken annually.

Personnel must obtain written approval of leave slips prior to taking any form of leave. For any employee who experiences an unforeseen medical issue or family emergency, the employee must contact the immediate supervisor as soon as possible to request leave directly by calling. Text messages, emails or calls from third parties are not allowable. Employees who are sick must contact the immediate supervisor by the start of the school day to obtain approval of sick leave. The Principal shall obtain approval of leave from the School Board President.

Any employee who does not seek and obtain written leave approval shall be considered Absent Without Leave (AWOL) and shall take Leave Without Pay (LWOP) for any hours not approved in advance and shall be subject to discipline under this Personnel Policy. Any employee who is AWOL who does not call or show up to work for three consecutive workdays shall be considered to have abandoned their job position and shall be terminated automatically.

The following are the types of Leave that may be approved for personnel:

1. **SABBATICAL LEAVE:** Personnel become eligible for sabbatical leave after four (4) years of uninterrupted service to the school. The reason for sabbatical leave shall include the completion of twelve (12) hours of graduate work per semester for each semester of the year in which the

sabbatical is requested and to increase the employee's abilities to provide services to the school through an approved graduate study program. To be considered for sabbatical leave, applicants must:

- a. Submit a written request to the Board, indicating area of study, location of study, graduate program pursued, and timeline for graduate program completion.
- b. Provide a statement indicating their commitment to return to the school to provide a minimum of three (3) years of additional service immediately following completion of the sabbatical leave.
- c. Submit a letter of recommendation from their supervisor and Principal for approval of request.

Other considerations:

- i. No more than two (2) professional staff members may be granted sabbatical leave within any given year.
 - ii. Sabbaticals granted include no compensation by the Board during sabbatical year, only a commitment to provide a position to the person approved for sabbatical leave during the initial year following completion of degree program or approved sabbatical study at the same rate of pay as they earned prior to the sabbatical leave. Subsequent employment shall be based on contract renewal or non-renewal based on performance of staff member.
- e. Failure of the staff person to complete graduate study or sabbatical study as originally approved by the Board will relieve the Board of any commitment for employment.
2. **ADMINISTRATIVE LEAVE:** Administrative leave is defined as leave (also referred to as "excused absence") is an administratively authorized absence from duty without loss of pay or charge to leave, and is granted by the Principal or his/her designee only, for requiring closing of the school and necessitating the dismissal of staff. The Principal will notify the School Board President of Administrative Leave when it is granted. Administrative leave may be granted for severe weather (i.e., snow, extreme heat, etc.), power outages, before or after a federal holiday, voting, or other reason deemed by the Principal.

Administrative leave is not an entitlement, and the school is not required to grant it. The Principal has the authority to require certain staff members to report to work while others are granted administrative leave.

3. **PROFESSIONAL LEAVE:** The Principal may authorize professional leave for visits, attendance of personnel at state, regional, and national meetings, workshops, and conference without salary reduction. Upon completion of professional leave/activity, employee is required to report to departmental staff of training outcomes.

All personnel shall not travel within one (1) month prior to graduation to ensure that the students and the school are prepared for the end of the school year (unless included in professional

development/plan of study or approved by the supervisor with consultation with the Principal). Upon completion of professional leave/activity, employee is required to report to departmental staff on training outcomes by filing a Trip Report with their immediate supervisor and the Business Manager.

The Principal shall be responsible for pre-approval of absences for professional leave that will be allowed. He/she shall consider factors of limitations for employing substitutes and reimbursement for travel, meals and lodging. Such leave shall be considered administrative leave.

4. **JURY LEAVE:** Leave shall be granted to any employee duly called and accepted for jury duty, whether or not they have asked the court to be excused. Such leave shall be leave without pay if employee is compensated for jury duty.

If such compensation is less than the employee's salary, the PSO shall offset the balance and shall be made with appropriate documentation provided by the employee.

5. **SPIRITUAL LEAVE:** Pahin Sinte Owayawa – Porcupine School year-round employees who participate in Lakota ceremonies including but not limited to Sun Dance, and all other year-round personnel who are participants in the ceremonial practices may request approval of up to five (5) days Spiritual Leave annually during the non-school calendar year. Employees may request approval to use their Annual Leave for any days in excess of the five (5) days of spiritual leave. Other non-Lakota spiritual practices during the non-school calendar year who are participants in the ceremonial practices may request approval of up to five (5) days of Spiritual Leave annually. Employees may request approval to use their Annual Leave for any days in excess of the five (5) days of Spiritual Leave. Year-round employees wishing to apply for Spiritual Leave must submit to their immediate supervisor and the Principal a request at least two (2) weeks in advance. The supervisor and employee will take actions to ensure that the duties of the employee will be fulfilled, and that notification has been made in sufficient time for those duties to be fulfilled.

6. **SICK LEAVE:** Sick leave may be granted for employee illness for non-certified personnel and year-round employees.

- a. Sick leave taken in excess of three (3) consecutive workdays, or twenty-four (24) consecutive work hours shall require a physician's statement. If the immediate supervisor has a reasonable suspicion that an employee is abusing the sick leave program, the supervisor may request verification of the illness from a health professional.
- b. Sick leave for personnel will be earned at a rate of four (4) hours per pay period based on their full hours of duty. Leave accumulation is based on a fully worked bi-weekly schedule and will be adjusted for hours not worked. Sick leave will not be paid at the end of the employment. Sick leave may be accrued and carried over to the next contract year. Sick leave may be used in increments of one-half (1/2) hour.

7. **SHARED LEAVE:** Shared leave is a policy to provide employees experiencing or caring for an immediate family member who is experiencing a serious and prolonged medical condition or family emergency with the availability to receive additional paid leave benefits which are donated by their

co-workers. To that end, this policy establishes a “shared leave pool” from which eligible employees may draw in such instances.

a. **DEFINITIONS:** For the purposes of this policy, the following definitions of terms are applicable:

- i. **Immediate Family:** Biological or legally adopted son, daughter, mother, father, legal guardian, common law partner, or spouse.
- ii. **Catastrophic or Life-Threatening Event.** Major or life-threatening illness, injury, or major surgery affecting the health of an employee or an employee’s immediate family. Does not include routine medical appointments.
- iii. **Unique Circumstances.** Events that include unanticipated family emergencies that require absence from work for more than three (3) days.

b. **POLICY:**

- i. All employees who are entitled to use and accrue annual or sick leave shall be eligible to use donated leave time from the Shared Leave Pool.
- ii. Employees may only donate their earned annual leave time to the Shared Leave Pool.
- iii. No employee may reduce his or her annual leave balance below eighty (80) hours by donating his or her earned annual leave hours to the Shared Leave Pool.
- iv. Employees may only donate a maximum of eighty (80) hours of Sick Leave per fiscal year.
- v. Recipient employees may only use a maximum of eight (80) hours of donated Shared Leave Pool per fiscal year.
- vi. Before donated leave time for the Shared Leave Pool may be applied, the requesting employee must first exhaust all of his or her accrued annual and sick leave benefits.
- vii. Leave donated to the Shared Leave Pool shall be considered an irrevocable transfer. When a donating employee authorizes the transfer of his or her sick leave, his or her sick leave balance will be immediately reduced and the corresponding leave will be placed within the Shared Leave Pool.
- viii. All requests to donate leave to the Shared Leave Pool, or to use leave from the Shared Leave Pool, must be in writing signed by the employee.

- ix. An employee may not accrue leave on the leave that has been donated to him or her.
 - x. Leave donated shall be valued according to its cash value based on the lowest rate of pay applicable to the leave at the time it is accrued. Leave donated will be distributed to the recipient employee in accordance with its cash valuation based on the cash value of leave to the recipient employee based on the rate of pay in effect at the time it is distributed to the recipient employee. The result is that the number of hours of leave donated may differ from the number of hours received if the rate of the donating employee and the recipient employee are different.
 - xi. If there are more requested leave hours than available in the Shared Leave Pool hours, the Business Manager shall distribute the available Shared Leave Pool hours based on the following factors:
 - a) **Priority Number 1:** Employees whose Shared Leave Pool hours' request was received first-in-time shall be given priority in Shared Leave Pool distribution.
 - b) **Priority Number 2:** After first considering Priority Number 1, the Business Manager shall next prioritize the allocation of available Share Leave Pool hours based on employee seniority. If Priority Number 1 considerations are equal among the requesting employees, the available hours shall be awarded to the employee with the most time in service.
 - c) **Priority Number 3:** After first considering Priorities Number 1 and 2, the Business Manager shall next prioritize the allocation of available Shared Leave Pool hours based on the age of the employee, with employees over the age of fifty-five (55) years receiving priority. If Priority Number 1 and 2 considerations are equal among the requesting employees, the available hours shall be awarded to an employee who is fifty-five (55) years of age or older.
 - d) **Priority Number 4:** After first considering Priorities Number 1 through 3, if an objective determination of how Shared Leave Pool hours should be distributed cannot be made, the Business Manager shall consult the Board who shall next prioritize the allocation of available Shared Leave Pool hours based on any unique circumstances, as that term is defined above. If Priority Numbers 1 through 3 considerations are equal among the requesting employees, the available hours shall be awarded to the employee facing the greatest hardship due to his or her unique circumstances as determined by the Board.
8. **MATERNITY/PATERNITY LEAVE:** Employees may be granted a family leave of absence not to exceed twelve (12) weeks. Ten (10) days of this leave will be granted with pay annually. Employees may use accrued leave available during this period. All other leave taken will be Leave Without Pay (LWOP). If both parents are employed by the school, the aggregate leave is limited to twelve (12) weeks for the birth of a child.

If the leave is requested because of the illness of a child, each parent may be approved for twelve (12) weeks of leave by School Board action. Employees are expected to follow the provisions of the Family and Medical Leave Act. Employees are encouraged to report pregnancy as soon as possible so health can be safeguarded, and plans can be made for temporary replacements.

- 9. FAMILY CARE LEAVE:** Employees may be granted up to twelve (12) weeks of unpaid leave in any twelve (12) month period for the purpose of their own health condition or the birth or placement for adoption or foster care of a child, or to care for a family member who is defined as child, parent, or spouse who has a serious health condition. The Board may require certification, on a periodic basis, of the family member's continuing serious health condition by the family member's physician and/or a physician selected by the Board. Employees may use accrued leave available during the twelve (12) week unpaid leave. Employees shall follow the provisions of the Federal Family and Medical Leave Act.
- 10. MILITARY LEAVE:** An employee shall be allowed approved leave of absence from his/her duties without loss of status or efficiency rating while performing "ordered military duty" with full employment, compensation and reinstatement rights as provided by law. Such leave shall be leave without pay if employee is compensated military duty. "Ordered military duty" means any military duty performed in the service of the United States or the State of South Dakota pursuant to orders issued by competent federal or state authorities with or without the consent of the employee. Military leave shall be granted only when in the performance of ordered military duty or while reporting to and returning from such duty not to exceed a total of thirty (30) workdays in any one calendar year. Military auxiliary members (ex: American Legion or V.F.W.) may be granted leave without pay at the discretion of the Principal with notification to immediate supervisor for purposes relating to their obligations. The performance of this duty shall not exceed a total of nine (9) months in any one calendar year.
- 11. BEREAVEMENT LEAVE:** For death in immediate family, up to five (5) days absence without loss of pay will be granted at the discretion of the immediate supervisor. "Immediate family member" is defined as parent, grandparents, child, grandchild, or sibling whether by blood, marriage, or adoption. One (1) day without loss of pay may be granted for other funerals at the discretion of the immediate supervisor.
- 12. PERSONAL LEAVE:** Instructional personnel have thirteen (13) days of personal leave to use each school year. This leave can be carried over, or, at the election of the employee, any of this leave that is unused may be paid out at the employee's hourly rate in one lump sum payment to be issued within thirty (30) calendar days of the end of the contract, contingent on the availability of funds. Personal leave may be granted if an employee has personal leave available to include such consideration as essential legal matters, marriage, weddings or graduation of immediate family members, religious ceremonies or practices, or other personal matters that cannot be met during non-working hours. Personal leave may be used in increments of one-half (1/2) hour if a full day is not requested by the employee with the approval of the immediate supervisor.

13. ANNUAL LEAVE: Annual leave for wage personnel will be earned at the following rates:

- 3 years and under – 4 hours per pay period
- 4 years to 15 years – 6 hours per pay period
- 16 years and over – 8 hours per pay period

Not more than 160 hours of annual leave can be carried over from one year to the next. For purposes of carryover, the fiscal year is July 1 to June 30. Only Pahin Sinte Owayawa – Porcupine School employment may be accepted to compute years of employment. Leave accumulation is based on a fully worked bi-weekly schedule and will be adjusted for hours not worked (Leave Without Pay). Annual leave may be granted if employee has personal leave available to include such consideration as essential legal matters, marriage or graduation of immediate family members, religious ceremonies or practices, or other personal matters that cannot be met during non-working hours. This leave can be carried over, or at the election of the employee, any of this leave that is unused may be paid out at their hourly rate in one lump sum payment to be issued within thirty (30) calendar days of the end of the contract, contingent on the availability of funds. Annual leave may be used in increments of one-half (1/2) hour.

14. EDUCATIONAL LEAVE: At the discretion of the Principal, employees are permitted forty-five (45) hours of educational leave to attend formal education classes during regular work hours for the fall and spring semester for a total of ninety (90) hours per school year when such coursework is in the best interests of the school, and when such coursework is not available at times outside of the regular workday.

Participation in formal education classes shall not adversely affect the ability of the employee to properly and adequately perform their job responsibilities and duties. Certified personnel shall have a professional development plan approved by the immediate supervisor and Principal prior to taking educational leave.

Proof of enrollment, midterm progress reports, and attendance reports are to be submitted to the Principal. Any further educational leave will be denied if an employee is not fulfilling their commitment. A final grade shall be submitted to the Principal at the completion of the semester. Progress of the educational coursework must be forwarded to the personnel file.

The school may pay for employee participation in courses, workshops, conferences and related activities sponsored by the school. In some cases, college credits may be available to participants. However, the school will not pay tuition for enrollment in college coursework by employees in any other circumstances.

3.63 SCHOOL RECORDS RETENTION AND DISPOSAL POLICY

1. **Definition of School Records.** School records include all records created by an employee or received by any employee in the course of the performance of their duties. It also includes any records obtained by an employee as a result of their employment with the school. School records include paper documents and electronic files (including Microsoft Office Suite documents (Word,

Excel, PowerPoint, PDF), pictures, JPEG or other documents and emails whether stored on school computers or databases or elsewhere.

2. **Records Retention General Policy.** Unless otherwise specified in other sections of these Policies and Procedures (for example, Section 3.15 Drug and Alcohol Testing Records, Section 3.64 Personnel Records, Section 3.65 Teacher Records, Section 4.03 Student Records, and Section 6.45 Financial Records) all school records shall be maintained for five (5) years from the later of:
 - a. The date the record was created or received; or
 - b. The date any open Audit by a federal agency is closed; or
 - c. The date any pending litigation for which the school records are relevant has been terminated. After this time period, the Business Manager shall seek and obtain Board approval for records disposal.

3. **Procedures for Records Disposal.**
 - a. **Records Disposal Form and Approvals Required.** Prior to the destruction or disposal of any school records, regardless of what type of records they are, and regardless of other sections of the School Policies, a **Records Disposal Form** shall be completed by the employee seeking to dispose of the records. The Records Disposal Form must be approved by the Business Manager, the Principal and for the records, maintained by the Business Office or the Principal's office, by the School Board prior to disposal of the records prior to disposal of a school record.

 - b. **Removal of School Records from the School and Retention of Records by an Employee.** Employees are not authorized to retain school records without approval in writing from their immediate supervisor and the Principal. In the case of the Principal, Board approval in writing is required. All school records are the property of the school and no employee has any right to retain a school record for any purpose in their personal possession during employment or following the end of employment.

 - c. **Method of Disposition or Disposal.** Most school records are confidential and may not be disclosed to the public unless specifically authorized in the school policies. Employees have a duty to ensure that records remain confidential even when records are approved for disposal or destruction. For this reason, school records that are approved for disposal shall not be thrown in the trash. School records shall be shredded or sent for destruction by a company contracted by the school whose business it is to dispose of records. Electronic records disposal shall be performed by the school IT personnel upon receipt of an approved Records Disposal Form.

4. **Compliance with Records Retention and Disposal Policies.** Any employee who does not comply with school records retention and disposal policies is subject to discipline up to and including termination of employment. In addition, destruction of school records related to commission of a crime such as fraud or embezzlement is a criminal offense and may subject an employee to criminal

prosecution. Immediate supervisors are responsible for the enforcement of the School's Retention and Disposal Policies including this section and Section 3.15 Drug and Alcohol Testing Records, Section 3.64 Personnel Records, Section 3.65 Teacher Records, Section 4.03 Student Records, and Section 6.45 Financial Records. Any employee who witnesses another employee destroying school records or removing school records from the school without authorization shall immediately report this activity to the Principal. Such activity by the Principal shall be reported to the School Board President and Business Manager. Employees are authorized to take immediate action to stop the unauthorized disposal of or removal of school records without authorization.

5. **Employee Training.** On an annual basis, the school shall provide all employees with training on the School Records Retention and Disposal Policies.

3.64 PERSONNEL RECORDS

Personnel records shall be kept on file in the Human Resource Office for each employee and should include, but not limited to:

1. Job advertisement
2. Job description
3. Application
4. Payroll files
5. Evaluation and assessments
6. Employment contract
7. Supplemental file
8. Personnel actions
9. Valid Certificate or License
10. Transcripts of educational credits
11. Diplomas
12. Tribal enrollment
13. DD214 (Record of Military Service)
14. Employee orientation checklist
15. Federal, Tribal, and State background check (not in file, but maintained in the Human Resource Office). (Supplemental file).

All personnel records, except the application and performance evaluation are considered confidential and are not open for inspection by unauthorized personnel. Personnel authorized to access personnel records include: 1) the Human Resource Manager, 2) the Principal, 3) the Business Manager, 4) the School Board, when necessary and appropriate for school purposes.

Upon his/her written request, each employee has the right to review their own personnel file and may request, from the Principal, removal of any unnecessary information from the file. If personnel information is requested by a hiring representative for another employer the Human Resource Manager shall disclose only dates of employment and job title. The school may disclose additional information only upon the written request by the former employee specifying the precise information that may be disclosed.

All personnel files shall be reviewed annually by the Human Resource Manager to recommend to the Board the removal of material not required to be maintained under this policy from those files. Documentation of personnel actions may be removed annually from the personnel folder upon the recommendation of the Human Resource Manager and Board approval. Documentation of personnel actions resulting from serious misconduct shall be maintained on file by the Human Resource Manager for the duration of their employment at Pahin Sinte Owayawa – Porcupine School.

All personnel records not otherwise specified in this section shall be maintained for five (5) years from the date employment ends, or any open audit of school records by a federal agency are closed, or any pending litigation involving those records has been terminated. After this time, the Human Resource Manager shall seek and obtain Board approval for records disposal.

3.65 TEACHER RECORDS

1. Teachers shall be required to maintain and report information on students for which learning activities are provided, including:
 - a. Name and age of the student.
 - b. Daily attendance of each student.
 - c. Academic performance includes.
 - i. Mid-term and End of Term grade(s).
 - ii. Advancement/retention documentation.
 - iii. Notification to parents regarding academic performance sent.
 - iv. Promotional summary.
 - v. NASIS (Infinite Campus) required reporting
 - d. Behavior or student discipline incidents in NASIS.
 - e. Social development screening (kindergarten).
 - f. An updated inventory of classroom material and equipment at the end of the school year.
 - g. Weekly lesson plans for areas of instruction submitted to the Principal, that are aligned with common core standards.
 - h. Proficiency levels in NWEA and SMARTER BALANCE format.
 - i. Testing data including mid-cycle test results and other tests related to proficiency.

2. All teachers are responsible for timely reporting information on the NASIS system and reporting to the Principal. The health and safety of students requires timely reporting of information. Failure to timely report information and record information in the NASIS system is grounds for disciplinary action.
3. All teachers are responsible for completing activities at the close of the school term inclusive of grade reports, grade books, attendance books, keys, cumulative folders, inventory, classroom leaning, and other assigned activities prior to receiving final contract payment for the school year and completion of the Employment Exit Interview Form.

3.66 REQUEST FOR REASONABLE ACCOMODATION

1. PSO will make a reasonable accommodation, to the known physical or mental limitations of an otherwise qualified employee who is determined to have a disability under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, unless;
 - a. The requested accommodation would impose am undue hardship on the operation of PSO, considering the overall size of PSO with respect to the number of employees, number and type of facilities, and size of budget; the nature of the workforce; and the nature and cost of the accommodation needed; or
 - b. The employee is unable to perform the essential job functions even with reasonable accommodation.
2. An employee requesting a reasonable accommodation must:
 - a. File a written request for a reasonable accommodation with the Human Resource Office, specifying the accommodation(s) requested.
 - b. Include documentation substantiating that the employee is a person with a disability.
3. The Human Resource Office will review the application for a reasonable accommodation within five (5) business days of receiving the request and make a determination of whether the employee is a person with a disability. If the Human Resource Office makes a determination the employee is a person with a disability, the Human Resource Office will provide the Principal with a copy of the job description and the request for reasonable accommodation.
4. The Principal will make a determination, in consultation with the Human Resource Office, of whether to grant or deny the request for reasonable accommodation(s) within ten (10) business days of receiving the request from the Human Resource Office based upon the standards set forth in this section, and will issue a written determination to the employee, with a copy filed with the Human Resource Office.

SECTION 4: Students

<u>Sec.</u>	<u>Policy</u>
4.01	Behavior Intervention Matrix
4.02	Minor Behavior Infractions
4.03	Major Behavior Infractions
4.04	Student Admitted by Court Order
4.05	Tobacco Use
4.06	Dress Code
4.07	Demonstrations and Strikes
4.08	Corporation Punishment
4.09	Expulsion of Students
4.10	Physical Examinations
4.11	Immunizations
4.12	Communicable Diseases/Bodily Infestations
4.13	Student Health Services - Medicines
4.14	Student Health Services - Accident
4.15	Student Safety Inspections
4.16	Emergency Drills
4.17	Dismissals
4.18	Bicycle Use
4.19	Student Clubs and Fund Raising
4.20	Student Performances
4.21	Student Volunteers
4.22	Solicitations
4.23	Student/Community Relations
4.24	At Risk Students
4.25	Promotion and Retention of Students
4.26	Student Records
4.27	Family Educational Rights and Privacy Act (FERPA)
4.28	Record of Access
4.29	Challenges to Record Contact
4.30	Damage to School Property
4.31	Guidance Counseling
4.32	Testing Programs
4.33	Research and Experimental Program Testing
4.34	Food Services
4.35	Transportation
4.36	Bus Riding Rules
4.37	Sexual Harassment
4.38	Education of Students with Disabilities
4.39	Exceptional, Gifted and Talented Education Program

4.01 BEHAVIOR INTERVENTION MATRIX:

GOAL: Establish clear communication and consistent expectations to support the student through the behavioral intervention plan by helping the student work towards a model of accountability, with consequences determined by the Dean of Students (per student safety policies) and by providing ongoing follow-up services by the student support team.

Below is the responsibilities and processes for staff members in charge of student behavior.

1. Teacher:

- Provide verbal redirection in the classroom.
- Validate student behavior and kindly redirect behavior once more.
- Conduct a student-teacher conference in the hallway to refocus behavior.
 - i. Notify the parent/guardian

2. Dean of Students:

- Meet with the student.
- Notify the parent/guardian.
- Enforce Student Safety Policy.
- Refer the student for school counseling services.

3. School Counselor:

- Hold a one-on-one meeting with the student.
- Assess the student's behavior.
- Develop a Behavioral Intervention Plan (BIP) in collaboration with the student, Dean of Students, Counselors, parent, student, and or teachers.
- Monitor and adjust the BIP as necessary.

4. Project AWARE:

- Conduct a one-on-one meeting with the student if the student is referred.
- Provide intervention services, including support for BIP's and culturally responsive mental health services.
- Contact parents.
- Collaborate with the BIP team for ongoing support as needed.

5. Student Resource Officer (SRO):

- Assist Teachers as needed to help calm the student down to ensure everyone is safe.
- Escorts students to the appropriate administrator or counselor as deemed necessary.

For Major Behavior outbursts that may arise, SRO's will be available to immediately intervene and escort the student to the Dean of Students/Administrator.

4.02 MINOR BEHAVIOR INFRACTIONS

Bullying: Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another person who has a hard time defending himself or herself.

Conflict: Two people with a balance of power that have a fight, argument or disagreement.

Instigating: Spreading rumors, agitating a conflict, note passing, or any behavior that may escalate conflict between others is prohibited.

Leaving the Classroom, Sneaking Around, Skipping: Leaving the classroom without permission of the teacher, sneaking around, skipping classes, hiding in any room facilities of the school is prohibited.

Provocation: Coercing another student to break school rules that gets the primary student.

Technology or Telecommunication Misuse: Misuse of computer equipment, data or files, inappropriate accessing of files, including the internet. No cell phone shall be brought to school. The use of social media sites.

Theft: taking property from another person or place without permission is prohibited.

Vandalism: Defacing, cutting, or damaging school property, technology or other equipment that belongs to the school, staff members or other individuals is prohibited.

MINOR BEHAVIOR INFRACTIONS:

1 st Offense:	2 nd Offense:	3 rd Offense:	4 th Offense:
<ul style="list-style-type: none"> • Meeting with the Dean of Students • Loss of privilege (no recess, no sports) • Parent contact 	<ul style="list-style-type: none"> • Meeting with the Dean of Students • Loss of privileges (no recess, no sports) • One (1) day In School Suspension • Parent contact • Counseling 	<ul style="list-style-type: none"> • Meeting with the Dean of Students • Loss of privileges (no recess, no sports) • Three (3) days In School Suspension • Counseling • Meeting with the Principal, Dean of Students and Parent/Guardian 	<ul style="list-style-type: none"> • Meeting with the Dean of Students • Loss of privileges (no recess, no sports) • Out of School Suspension • Meeting with the Principal, Dean of Students and Parent/Guardian • Counseling

4.03 MAJOR BEHAVIOR INFRACTIONS

Definitions: Major offensiveness that requires the intervention of the Principal, Parent and Law Enforcement. Behaviors that place student, staff and others at risk.

Person Responsible: School staff initiate the referral process. Referral moves to the Principal who will determine the next course of action. Parents, Dean of Students, Counselors, School Resource Officer (SRO), In-School Suspension, Out-of-School Suspension and Law Enforcement are involved at this level.

Process: School staff completes a referral. Referrals and the accompanying student(s) are sent to the Principal or their designee. All staff are responsible for writing a referral. If a person observes the behavior, they are the primary person responsible for writing the referral. Parents shall be notified as early as possible in the disciplinary process to provide for parent involvement.

LEVEL 2.2 (Generally Law Enforcement and parents are involved in this)

1. Alcohol/Drugs, chemicals (vaping), prescription drugs (no prescription by a doctor), tobacco
2. False Reporting/Falsification of Records
3. Physical fighting
4. Gang activity
5. Assault
6. Threats of physical violence, harm or harassment
7. Unauthorized use of fire alarm/extinguisher
8. Sexual harassment
9. Leaving school grounds
10. False accusations against staff and students
11. Technology: Pornography and harassment on social media, inappropriate emails
12. Retaliation
13. Other discipline situations that may violate OST Law and Order Code

Disciplinary Procedures:

At the beginning of the school year, each student and parent shall receive a copy of the Pahin Sinte Owayawa-Porcupine School Policies and Procedures manual. This manual is a guide for both the student and parents to follow in the event that may be needed.

When a student is suspended Out-of-School, upon return they must be accompanied by a parent/guardian. The student and family must meet with the Principal, bring any completed school work that may have been assigned during suspension period and review the consequences of the action. When students are suspended, they cannot be on school property or attend any school functions.

Arson/Fire: Intentional destruction or damage to school property or other property by means of fire is prohibited.

Alcohol, drugs, chemicals (vaping), prescription drugs, tobacco, marijuana, nicotine and any other control substance in possession or use: Possessing, dispensing, transfer or sale and use of any alcohol, narcotics or any controlled substance, cigarettes, vape, or drug paraphernalia is prohibited. Any reports will undergo the appropriate procedures and will be subject to a Police Report.

Bomb and Gun Threat: Possession, transporting, receiving, selling, exchanging, distributing, use for threatening, or look-alike, toys and using gun in school is prohibited. Intentionally making, publishing or conveying in any manner of threat pertaining to the school is subjected to local Law Enforcement.

Burglary/Robbery: Entering any school location classroom, offices, including staff housing with consent and with intent to commit a crime (vandalism or theft) of taking property from another person or place is prohibited.

Explosives-Possession or Use: Possessing or using any compound or mixture which can cause an explosion is prohibited.

False Reporting-Falsification or Records: Deliberately reporting false information about an incident or behavior of a student or staff member or falsifying signatures or data and identification is prohibited.

Fighting: Engaging in any form of physical altercation where hitting or fists fighting are exchanged. This does not include pushing, shoving or tripping.

Fire Alarm/Fire Extinguisher-Unauthorized Use: Intentionally giving a false alarm of a fire, tampering or interfering with any alarm or handing a fire extinguisher is prohibited.

Leaving School Grounds and Activities: Leaving school grounds without permission of the teacher or staff member will immediately be referred to local Law Enforcement.

False Accusations: Stating a false accusation with could damage the reputation of a staff member or student.

Weapons: Weapons include objects not commonly considered as such but modified for use as a weapon or replicas and toys that look like weapons. Students will not possess, buy, sell or use weapons of any kind while on school property or while participating in a school sponsored event. Possible expulsion pursuant to due process can happen at any offense due to the severity of the situation.

Technology or Telecommunication Misuse: Misuse of computer equipment, data or files, inappropriate accessing of files, including the internet. Using email to send inappropriate messages. The use of social media sites. The use of pornography sites. Using the phone without permission. Using email to send inappropriate messages. Cyberbullying using social media.

Intimidation/Retaliation: Frightening someone into submission, compliance or agreement or seeking revenge upon others is prohibited.

Conflict: Two people with a balance of power that have a fight, argument or disagreement.

Gang/Threat Group Activity: Gang/threat group related activity, the use of graffiti, emblems, symbolism, hand signs, slang, tattoos, jewelry, clothing, hair styles, rags, gloves, discussion, etc. are prohibited.

1st Offense: <ul style="list-style-type: none"> • Three (3) day in school suspension • Parent Call • Mediation 	2nd Offense: <ul style="list-style-type: none"> • Five (5) day in school suspension • Parent meeting • Behavior plan • Counseling 	3rd Offense: <ul style="list-style-type: none"> • Three (3) day out of school suspension • Parent meeting • Principal meeting with re-entry contract 	4th Offense: <ul style="list-style-type: none"> • Immediate out of school suspension pending School Board Expulsion hearing
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Level 2.3 (Law Enforcement and parents are involved)

1. Arson/Fire – Expulsion
2. Bomb Threat – Expulsion
3. Burglary/Robbery – Expulsion
4. Explosives Possession and/or Use – Expulsion
5. Gun Threat
6. Weapons
7. Drug Distribution
8. Gang Activity
9. Sexual Assault
10. Other discipline situations that may violate OST Law and Order Code

Immediate Out-of-School Suspension Pending School Board expulsion hearing.

1st Offense: <ul style="list-style-type: none"> • Immediate Out of School suspension pending School Board Expulsion hearing.

Student and Parent Complaints and Grievances

There may be times when students or parents have a grievance about school, including procedures related to student activity eligibility. Such grievances are separate from student discipline procedures.

The purpose of this grievance procedure is to result complaint(s) from student(s) and/or his/her parent(s) informally with the framework of the school and to ensure fairness and justice to all.

Any student and/or his/her parent(s) who feel s/he has been discriminated against, believes his/her rights have been violated, or has any other grievance(s) concerning school affairs or administrative decisions, may report said grievance(s) in the following manner:

1. A signed written grievance shall be reported to the Principal within 72 hours of the incident. Every student and parent of the school has the right to request assistance (if needed) to complete the

grievance. If such services are needed, please notify that Principal that assistance is needed a staff member will assist.

2. The Principal must complete his/her efforts to resolve the grievance within five (5) school days of the date of the grievance, unless there is good cause for a continuance.
 - a. S/he shall meet with all involved parties to discuss the issue(s).
 - b. S/he shall keep a written record of his/her activities and findings.
 - c. S/he shall provide a written response to the issues with his/her decision.
3. If the Principal is unable to resolve the issue, the grievance may be brought to the School Board within three (3) school days. The School Board will hear the grievance at the next School Board meeting unless the Board shows good cause for a continuance and render a written decision to the complainant within a reasonable time.

Student Hearing Procedures:

The Principal shall oversee the selection and conveying of the hearing panel is responsible for providing a hearing for any student and his/her parent or legal guardian who requests a hearing following a proposed expulsion. A hearing shall be held within ten (10) school days of the date of the incident unless the school shows good cause for scheduling the hearing at a later time.

1. Notice of hearing:

Written notice of the hearing date, time, place and procedural hearing rights will be made to the student and his/her parent or legal guardian at least five (5) calendar days prior to the hearing.

2. Right to a fair and impartial hearing:

- a. Participants at the hearing shall be limited to involved parties.
- b. All hearings shall be closed to the public. The school has the right to sequester witnesses.
- c. The Principal shall appoint a hearing panel consisting of a student, a parent(s) or their designee present.

3. Right to counsel:

- a. The student and his/her parent or legal guardian may be represented by a personal representative or an attorney of his/her choosing at his/her own expense.
- b. At all times during the hearing, the student has the right to have his/her parent(s) or their designee present.

4. Right to cross-examine:

- a. The student or his/her representative has the right to confront and cross-examine any witness(es) against him/her and to produce witness(es) on his/her behalf. The school will not allow another student to be a witness against the student without the permission of that student's parent or legal guardian. The school will make every effort to protect any student who is a witness from any adverse actions against her/him as a result of testifying against the student. No student will be compelled to testify against himself/herself. The school

reserves the right to protect student witnesses from harsh, threatening, or intimidating cross-examination.

- b. The student and/or his/her parent(s)/legal guardian or legal counselor must be given enough time to examine all the evidence to be used against him/her to allow her/him to adequately prepare for defense. If the student and/or his/her parent(s)/legal guardian or legal counsel feel they have not had enough time to properly prepare a defense, the hearing panel chairperson may grant a reasonable postponement.
- c. The hearing panel may issue an oral decision at the end of the hearing, or it may choose to issue a written decision, which must be provided to the student and his/her parent or legal guardian with three (3) calendar days of the end of the hearing. The decision shall constitute a final decision of the hearing panel.
- d. Unless there is death in the immediate family, illness or serious injury of the student, if the student and his/her parent or legal guardian fails to appear at a hearing on the appointed date, he/she forfeits by default and the Principal's recommendation for expulsion will become effective.

5. Record of the hearing:

- a. Upon written request the student and his/her parent(s)/legal guardian or legal counsel must be provided with an accurate transcription or tape recording of the hearing; including, written finding of fact and conclusions in the case.
- b. In case of appeal, an accurate record must be furnished to the Principal's office.
- c. Hearing records will be maintained for one (1) year.

6. Right to appeal:

- a. If the student and his/her parent or legal guardian is dissatisfied with the decision of the hearing panel, they may appeal to the School Board. An appeal must be requested in writing to the Principal within five (5) calendar days of the date of the decision of the hearing panel or the student and his/her parent or legal guardian waive their right to appeal. An appeal hearing must be held within ten (10) calendar days of the appeal request.
- b. The School Board shall not hear any new evidence or receive any new documents, but must make its decision based upon the record established by the hearing panel, including, but not limited to a transcript or tape of the proceedings below, and all of the files and documents considered by the hearing panel.
- c. The student and his/her parent or legal guardian may be represented by a personal representative or any attorney of his/her choosing at their own expense. The student and his/her parent or legal guardian must argue that the decision of the hearing panel was legally or procedurally flawed, and not argue or present new evidence. The Pahin Sinte Owayawa shall be represented by the Pahin Sinte Owayawa attorney.
- d. The School Board shall issue an oral decision at the end of the appeal hearing, or it may choose to issue a written decision, which must be provided to the student and his/her parent or legal guardian within three (3) school days of the end of the hearing. The decision of the School Board shall be final.

If the student is found not guilty of the charge(s) against him/her, all allegations of misconduct and any information pertaining thereto will be expunged from the student school record.

4.04 STUDENT ADMITTED BY COURT ORDER

A representative of the school has a right to be present at a hearing before the Court where a student is seeking to be readmitted to the school pursuant to a Court Order. The school has a right to waive its right to be present at this hearing.

4.05 TOBACCO USE

Students shall not smoke or use tobacco in any form at any time during school or at school-related activities.

4.06 DRESS CODE

Student dress should meet standards of health and safety, not be obscene or disrupt the educational process, nor wear clothing that promotes illegal substances and/or alcohol or gang activity or be of revealing nature. Rules concerning student dress may be established by the administration to assure that student dress meets standards of healthfulness and safety and does not disrupt the education process or oppose any policy of the school. All students are expected to follow the rules of common courtesy and show proper respect in their dress. It is inappropriate to wear anything that causes health or security concerns, distracts from or disrupts the learning environment or educational process. Examples of inappropriate items or clothing are (but not limited to):

1. Sagging pants (pants worn below the waist)
2. Obscene/profane clothing (pictures, emblems, words)
3. Drug, alcohol or tobacco-related items on clothing
4. Very short skirts/shorts (hem must be 2 inches below fingertips when arms held parallel to body)
5. Translucent clothing
6. Tight clothing or clothing that reveals your underwear
7. Underwear (worn as outerwear, i.e., sports bras worn as t-shirts, boxers worn as shorts, etc.)
8. Shirts that do not meet or fall below the waistband of your pants
9. Halter tops, tube tops, midriff tops, spaghetti straps or otherwise revealing clothing
10. The exhibition of gang related clothing, including gloves, scarves, colors, bandanas, headbands, caps, hoods, head wraps, etc., will not be tolerated
11. No heavy chains or chain style belts will be allowed

4.07 DEMONSTRATION AND STRIKES

The Board will not tolerate any disruption of the rights of students to attend school. Violence, vandalism and/or seizure of any area of school property or any other method if disruption violate this right.

4.08 CORPORAL PUNISHMENT

The use of corporal punishment is not permitted at the school.

Corporal punishment is defined as physical punishment as distinguished from pecuniary punishment of a fine; or any kind of punishment on the body. Staff and teachers shall be allowed to physically restrain students for the safety of the student and others.

4.09 EXPULSION OF STUDENTS

Through established procedures outlined in this section, a student may be expelled from school for conduct that disrupts the educational process or endangers the health or safety of the student, his/her classmates, or school personnel.

The Principal may recommend the expulsion of any student from the school for a violation of rules or policies, or for misconduct. If a student is expelled from school, the Principal may grant the student an early reinstatement allowing the student to return to school before the end of the period of expulsion. An early reinstatement granted by the Principal may include one or more specific conditions established by the Principal that the expelled student must meet. The Principal shall confer with the School Board when considering the early reinstatement of an expelled student.

Any student that commits infractions identified as major behavior infractions level 2.3 may be immediately removed from school. However, in the event a student threatens harm only to himself/herself with such weapon, the school may defer to the recommendations of qualified mental health professionals with regard to discipline or expulsion. A student who has been removed from school as a result of being found with a weapon will be expelled for not less than one year from the date of expulsion.

Any student that has been expelled from the school may not enroll until the next school year, unless they have been granted an early reinstatement by the Principal and the Board.

4.10 PHYSICAL EXAMINATIONS

The school may provide a voluntary health and developmental screening program organized for students in the areas of vision, speech, hearing and dental.

4.11 IMMUNIZATIONS

The parent(s) of each child admitted to school shall annually present certification from a licensed physician or authorized representative of the Indian Health Service that the child has been immunized against polio myelitis, Tdap, diphtheria, pertussis, rubella, mumps and tetanus. As an alternative to the requirement for a physician's certification, the child's parents may present one of the following; (1) certification from a licensed physician stating the child's physical condition would be such that immunization would endanger his or her life or health; (2) a written statement signed by a parent or guardian that the child adheres to a religious doctrine whose teachings are opposed to such immunization; or (3) a written statement signed by a parent or guardian requesting that the local health department give the immunization because the parent or guardian lacks the means to pay for such immunizations.

The school shall follow the requirements of the accrediting authority with regard to inoculating.

4.12 COMMUNICABLE DISEASES/BODILY INFESTATIONS

The school recognizes its responsibility to provide a safe and healthy environment for students and staff. No child having a contagious or infectious disease may attend school until permitted to do so by a licensed physician. A contagious or infectious disease includes, but is not limited to; impetigo, chicken pox, scabies, streptococcal infections, conjunctivitis (pink eye).

Timely head checks will be administered to all students by appointed staff. Parents will be responsible for administering appropriate medicated shampoo provided by the school. The school counselor or school

nurse or his/her designee shall offer assistance to families of such students with lice or bodily infestations if the problem persists. Students may return to school after their heads have been cleaned and infectious diseases have been treated by a physician documentation required. If the school hires a school nurse, said nurse shall possess the qualifications as prescribed by the accrediting agency and any other qualifications desired by the School Board.

4.13 STUDENT HEALTH SERVICE – MEDICINES

Students shall not take medications, prescription or other drugs while at school unless such medicine is dispensed by the licensed nurse acting under specific written request of the parent(s) or under the written directive of the student's personal physician. The Principal or designee may not dispense medication in the absence of the nurse.

4.14 STUDENT HEALTH SERVICE – ACCIDENT

The School Nurse or his/her designee shall provide emergency services in case of injury or sudden illness of a student. If the illness or injury appears serious, every effort will be made to contact the parent(s) or family physician immediately. The school reserves the right to immediately provide for emergency medical treatment and mental health services if, in the opinion of school staff, a student's life, health or physical safety is at risk.

No student who is ill or injured will be sent home alone. Serious accidents to students shall be reported as soon as possible to the Principal.

Health service personnel will ensure student health record files and documents are current.

4.15 STUDENT SAFETY INSPECTION

Student safety shall be ensured by close supervision of students in the school building, grounds and offsite activities by qualified school employees through:

1. Maintaining a safe school environment
2. Observation of safe practices on the part of school personnel and students
3. Offering safety education to students
4. Providing the first-aid care for children in case of accident or sudden illness
5. Development of structures for supervisors of students and activities

4.16 EMERGENCY DRILLS

The Principal or their designee shall conduct fire and disaster drills monthly according to the disaster plan adopted by the Board in accordance with the laws of the accrediting authority. The Disaster Plan for the school building must be distributed to all staff at the beginning of each school term. Emergency exits and pathways must be posted in each office, classroom and other areas of the school. All drills, including fire, inclement weather, bus and lockdown will be conducted by in accordance with tribal, federal and state standards under the supervision of and evaluation by the school Principal. A written report of each practice drill will be submitted to the Board and to the OSY Tribal Education Agency within 30 days of the drill taking place.

4.17 DISMISSAL

The following procedures shall be utilized for student dismissal to ensure they are released for proper reasons and into proper hands. The school shall require an annually updated sign-out/release of student to authorized individuals which indicates who children may be released to.

1. The person requesting release of the student must obtain signed written permission from the Principal or his/her designee.
2. Student will only be released from school or class(es) by individuals on the approved check out list.
3. Children of estranged parents may be released only upon the written request of the parent whom the court has indicated, by permanent or temporary court order, is responsible for the student and who is the person registered on the school record.
4. A parent must come to the school office to pick-up children in front of the school personnel, and the parent must sign a sign-out sheet or register indicating the name, date, time and reason for signing out the student.

4.18 BICYCLE USE

The Board assumes no responsibility for theft, damage or accidents resulting from student use of bicycles on school premises.

Bicycles will not be allowed to be parked, ridden or stored in school facilities during the school day.

4.19 STUDENT CLUBS AND FUND RAISING

The Board encourages establishment of school clubs which shall be organized with the approval of the Principal.

All funds raised by organizations or clubs will be deposited into individual custodial accounts through the Business Office with expenditures authorized by the sponsor. However, in all cases, the money raised shall remain in the ultimate control of the school and shall be expended for the benefit of the students, and may not be returned to the donors/fundraiser/individuals.

Any funds raised will be immediately turned into the Business Office.

Any donations, such as desks, books, field trip funds, and any other items will be the property of the school.

No unsanctioned fundraising activities shall be permitted. Sanctioned fundraising activities can be conducted through the use of online apps, such as Pay Pal, Go Fund Me, online sites).

4.20 STUDENT PERFORMANCES

Students will be encouraged to demonstrate their talents through exhibits, presentations, oratory or other media. All performances will be scheduled through the Principal for authorization and assistance.

4.21 STUDENT VOLUNTEERS

To promote the concept and value of Generosity, students may participate in the design and implementation of Student Volunteer/Service Learning activities in the school and community to demonstrate their competence and commitment to assisting Lakota people.

The Board encourages the use of student volunteers in the educational program and in useful community services. Student volunteers should be able to carry the additional work load without interfering with the academic achievement.

4.22 SOLICITATIONS

Solicitation for donations and contribution from students is restricted to sanctioned fundraising drives sponsored by student organizations.

Organizations wishing to distribute materials in connection with sanctioned fund raising drives may do so with the written approval of the Principal and/or designee are to remove any fliers from the school building and grounds in a timely manner.

4.23 STUDENT/COMMUNITY RELATIONS

The Board encourages the involvement of students and community members in activities that provide a positive image of students to community residents.

Students are to perceive themselves as valuable members of the community in which they reside, and will exhibit behaviors reflective of the basis Lakota values.

4.24 AT RISK STUDENTS

Teachers shall notify the appropriate school staff of any students showing drop-out tendencies so that resources become immediately available to the student. Every student will be counseled as soon as he/she is detected to be a potential drop-out and every effort made to retain the student.

4.25 PROMOTION AND RETENTION OF STUDENTS

Students shall be promoted based upon successful achievement in basic subject areas and the professional judgment of the classroom teacher and the Principal.

Students may be recommended for retention if they missed 10 days unexcused absences a semester or 20 days in a year.

K-8 students will not be retained at the same grade level for more than one year.

Teachers must confer with the student and his/her parent(s) by the third quarter when retention of a student is being considered. Retention shall be used only when advantageous to the students.

The retention of students in the school is recommended by the teacher(s) with the final assignment made by the Principal following a review of each case with the parent(s).

4.29 STUDENT RECORDS

The school shall maintain complete permanent records on all students who are currently enrolled. These records shall be confidential.

Student records may contain, but are not limited to: identifying data, academic work completed, attendance data, health data, level of academic achievement, and family background information. These records shall be housed in an effort to prevent them from fire and theft.

All personnel who have access to the student records shall keep the information contained in the records confidential. Violation of this policy is grounds for disciplinary action. Any changes must be approved by the Principal.

School personnel will regard parents and guardians of students as having every right to access the information in the student files, within reasonable limitations. A student has a right to inspect his/her academic record and is entitled to an explanation of information contained in the record.

Students, parents or guardians wishing to inspect the records shall make a written request.

Records concerning an individual student shall be used for promotion of student welfare. Student records shall be made available to an outside person or agency only under the following conditions:

1. A written request is received by school officials duly signed by a parent or legal guardian of the student.
2. A written request is received by school officials in the form of a specific request from the court or a court order and other federal laws have been complied with.
3. A written request is received by school officials from a receiving school. Only information such as grades, attendance records and group test scores shall be included. Psychological reports and health reports cannot be released without having been specified in the signed written request, the Principal has given his/her approval and the school has complied with federal law.
4. Instances where request for information might come from an outside agency, the agency will be required to file a release from the student or parent or guardian.
5. In instances where requests for information come from appropriate officials of the United States Government, and administrative head of an education agency or state educational authorities in connection with the audit and evaluation of federal programs or for the enforcement of federal legal requirements which relate to such programs, only data which does not include information which would permit the personal identification of such students or their parent may be released.

All access to records must be in compliance with the provision set forth in the Family Education Rights and Privacy Act (FERPA) provision of the manual.

4.27 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (FERPA) afford parents and students more than 18 years of age (“eligible students”) certain rights with respect to the student’s education records. The rights are as follows:

- 1) The right to inspect and review the student’s education record within 45 days of the day of Pahin Sinte Owayawa receives a request for access. Parents or eligible students should submit a written request to the Principal (or appropriate school official) that identifies the record(s) they wish to

inspect. The Principal will make arrangements for access and notify the parent or eligible student of the time and place where the record may be inspected.

- 2) The right to request the amendment of students' education records that the parent or eligible student believes is inaccurate or misleading
 - a. The parents or eligible student may ask the Pahin Sinte Owayawa to amend a record that they believe is inaccurate or misleading. They should write the Principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading.
 - b. If the Pahin Sinte Owayawa-Porcupine School decides not to amend the record as requested by the parent or eligible student, the Pahin Sinte Owayawa-Porcupine School will notify the parent or eligible student, of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizations disclosure without consent.
 - a. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the Pahin Sinte Owayawa-Porcupine School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement personnel); a person serving on the Pahin Sinte Owayawa-Porcupine School Board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, or assisting another school official in performing his or her tasks.
 - b. A school official has a legitimate educational interest if the official needs to review an education record to fulfill his or her professional responsibilities.
 - c. Upon request, the Pahin Sinte Owayawa-Porcupine School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

4.28 RECORD OF ACCESS

When the student transfers from another school, the Enrollment/NASIS Manager shall ask the parent to sign a request for release of the student's records. This request will be forwarded to the school of previous attendance by the Enrollment/NASIS Manager. This request shall include a description of the records desired, the reason for the request and assurance of confidentiality of the information to be released.

4.29 CHALLENGES TO RECORD CONTACT

Parents, legal guardians or students of legal age shall have an opportunity for a hearing to challenge the content of the student's school records, to ensure that the records are not inaccurate, misleading or otherwise in violation of the privacy or rights of the student, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading or otherwise inappropriate data contained therein.

Requests for hearings shall be sent to the Principal of the school who shall set a time and place for the hearing within 5 days of receipt of the request and notify the request in writing of the time and place. The Principal shall have the person(s) present who have entered the information in question at the hearing. The

parent, legal guardian or student who requested the hearing shall have the right to question person(s) and shall be able to show evidence that would correct inaccurate, misleading or otherwise inappropriate information.

A copy of the Board policy on student records shall be on file in the office of the Principal and of each individual who carries out procedures relative to this policy

4.30 DAMAGE TO SCHOOL PROPERTY

Students and their parents or legal guardian shall be responsible for payment to the school for damage, whether negligent or intentionally inflicted on school property by the student.

4.31 GUIDANCE COUNSELING

Guidance and counseling services will be provided pursuant to the plan adopted by the school. Counseling services will be provided by the appropriate school, community and tribal counselors to fulfill the requirements of tribal, federal and state law. Guidance counseling records may not be released to parents, without consent of the student.

4.32 TESTING PROGRAMS

Certified personnel will administer tests designed to yield information as to student's achievement and ability. The school will select, implement and administer assessments to students which are designed to assess student achievements, student self-concept, career goals, interests as other areas as determined by the local school leadership. Such programs should identify, select and implement a student testing program designed to assess student achievement, student self-concept, career goals and interest and other areas as assessed by the local school leadership, with such program identifying testing instruments, timelines, philosophy and reporting results.

The local School Board will develop policy concerning the utilization and reporting of student testing results, and also develop a process for utilization of student testing results as a basis for system evaluation, program development, planning and resources.

4.33 RESEARCH AND EXPERIMENTAL PROGRAMS, TESTING

All instructional material including teachers' manuals, films, tapes, or other supplementary instructional material, which will be used in connection with any research or experimentation program or project shall be available for inspection by the parents or guardians of the children engaged in such program or project.

No student shall be required to submit without prior consent to psychiatric examination, testing, or treatment in which the primary purpose is to reveal information concerning one or more of the following:

1. Political affiliations
2. Mental and psychological problems potentially embarrassing to the student or his or her family
3. Sex behavior and attitudes
4. Illegal, anto-social, self-incriminating and demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers

7. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under a program

4.34 FOOD SERVICES

All eligible students will be provided free of charge a daily breakfast and lunch meal pursuant to the adopted food service plan.

4.35 TRANSPORTATION

Within the requirements of federal law, students will be provided free transportation on the established bus route to and from school daily.

1. The school shall not be required to provide transportation which exceeds the identified boundaries
2. Bus drivers are required to wait three (3) minutes at a bus stop.
3. If a student misses his or her bus ride or other school transportation, the parent is responsible to providing transportation to the school on that day
4. Students are to be dropped off only in the designated area of the school
5. Students will be transported home during an emergency or early closing of the school
6. If a parent or guardian does not want their student transported home in either of these situations, the parent/guardian must make alternative arrangements and notify the school; and the school shall notify the student's teacher as to the parent's alternative arrangement.
7. Parents must notify the school of any changes to student drop-off changes by at least one (1) hour prior to the conclusion of said school day. Failure to comply with this statement may result in your student being dropped off at the regular bus stop designation.
8. In extenuation circumstances, written documentation must be provided by both parties in order for a student to be dropped off at any location other than regularly established location

4.36 BUS RIDING RULES

1. Obey the instructions of the driver
2. Stay in your seat
3. Keep all parts of your body in the bus
4. If behavior endangers the occupants of the vehicle, the driver will stop the bus and call law enforcement to remove the student(s) that are causing disruption
5. Bus drivers have full authority to reprimand and write up student's behavior when violating bus rules
6. Be courteous, no profane, lewd or inappropriate language allowed
7. No eating or drinking on the bus
8. Keep the bus clean
9. Do not damage or tamper with the bus equipment
10. Absolutely no fighting, pushing or shoving on the bus
11. Do not bring pets on the bus
12. Parents and students are not allowed to physically or verbally abuse students or staff members while on the bus
13. Any personal items brought on the bus are not the responsibility of the school or school staff.
14. No alcohol, tobacco or illegal drugs are to be brought on the bus. If violated, local authorities will be notified
15. A safe trip for all students is a MUST

Violation of the above rules may result in students losing their bus riding privileges and parents will be responsible for transporting their students to and from school. Please see levels of Disciplinary Consequences and Support.

4.37 SEXUAL HARRASSMENT

It is the policy of Pahin Sinte Owayawa-Porcupine School, in accordance with a positive environment, that sexual harassment in the school directed by or at students in unacceptable conduct that will not be condoned.

Sexual harassment is unsolicited, nonreciprocal behavior by an employee or student which causes a student to submit to unwelcome sexual words, conduct, behavior or activity of any kind, or to fear that he or she would be punished for refusal to submit.

Sexual harassment also includes any conduct unreasonably interfering with another student's school attendance or school performance by creating an intimidating, hostile, or offensive school environment. Sexual harassment consists of a variety of behaviors by employees or students directed to students including, but not limited to, subtle pressure for sexual activity, inappropriate touching, inappropriate language, demands for sexual favors, and physical assault.

Students of Pahin Sinte Owayawa-Porcupine School may contact any of the following individuals or offices for guidance or information on a sexual harassment issue; 1) Principal, 2) Counselors, 3) Dean of Students, 4) Teachers, or 5) other identified staff, by calling 605-867-5588.

Who May be Involved in Sexual Harassment:

1. Male to male
2. Female to female
3. Male to female
4. Female to male

Conduct Which May Constitute Sexual Harassment:

- Unwelcome leering, staring, sexual flirtations or propositions
- Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
- Unwelcome graphic verbal comments about an individual's body or overly personal conversation
- Unwelcome sexual jokes, stories, drawings, pictures or gestures
- Unwelcome touching of an individual's body or clothes in a sexual way
- Cornering or blocking of a sexual nature of normal movements
- Displaying objects in a sexual suggestive manner in the educational or work environment
- Purposely limiting of sexual nature of a student's access to educational tools
- Conditioning academic and/or student activity privileges on submission to unwanted sexual conduct from students or non-students as hereinafter defined.

4.38 EDUCATION OF STUDENTS WITH DISABILITIES

1. Child Find. All children with disabilities residing in the school service area, and children enrolled at PSO, including children with disabilities who are homeless children or are wards of the Tribe or the State and children with disabilities, regardless of the severity of their disabilities, and who

are in need of Exceptional Child Program (ECP) and related services, will be identified, located, and evaluated, the PSO Exceptional Child Program Manager will determine which children with disabilities are currently receiving needed Exceptional Child Program and related services. The Exceptional Child Program Manager shall develop and implement a method for PSO to identify children with disabilities eligible for services under Section 504 or the IDEA. This method shall be documented with all documentation kept confidential.

Activities to further public awareness which may be provided include:

- 1) providing pamphlets to the parents regarding the Exceptional Child Program services available during school registration and/or the Annual Title I Meeting.
- 3) announcing the Exceptional Child Program programs on the tribal radio station or social media periodically.
- 4) advising local physicians and health providers of the Exceptional Child Program and its services; and
- 5) providing training and in-service to PSO staff regarding the Exceptional Child Program.

To identify children eligible for PSO Exceptional Child Program services, the ECP Manager shall give all staff training and in-service to screen for children with disabilities and discuss the process the staff member should follow once a child with disabilities is identified. The ECP Manager shall also ensure that all students testing, grades and assessments are reviewed on an annual basis to also identify potential children with disabilities.

2. **Child with a Disability.** The term “child with a disability” means a child:

1. With cognitive impairment intellectual/cognitive disabilities, hearing impairments (deaf/blindness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this title as `emotional disturbance), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and developmental delay and
2. Who, by reason thereof, needs Exceptional Child Program and/or related services.

3. **Procedural Safeguards Notice.** A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parent only one time per school year, except that a copy also must be given to the parents:

- a. Upon initial referral or parent request for evaluation;
- b. Upon receipt of the first State complaint under and upon receipt of the first due process complaint in a school year;
- c. In accordance with the discipline procedures (on the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct), the LEA must provide the parents the procedural safeguards notice; and

d. Upon request by a parent.

4. Initial Evaluation. Either a parent/guardian of a child or public agency including the school may initiate a request for an initial evaluation to determine if the child is a child with a disability.

- a. The initial evaluation must be conducted within 60 days of receiving parental/guardian consent for the evaluation; and
- b. Must consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child.

5. Re-evaluation. The school will re-evaluate a child with a disability:

1. If the School determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
2. If the child's parent or teacher requests a reevaluation.

A re-evaluation:

- a. May occur not more than once a year, unless the parent and the school agree otherwise; and
- b. Must occur at least once every 3 years, unless the parent and the school agree that a reevaluation is unnecessary.

The school will ensure that assessments and other evaluation materials used to assess a child are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer.

A parent/legal guardian is permitted to request a reevaluation of their student child at any time. If the parent insists upon additional testing, the ECP Manager shall work with the parent through the established resolution process to seek resolution of the disagreement between school and parent.

A parent/legal guardian is also permitted to request an independent evaluation. All requests made for an independent evaluation are forwarded to the Principal. The ECP Manager sends a packet of information to the parent requesting such independent evaluation which includes, but is not limited to, where an independent evaluation may be obtained, the required qualifications of an independent examiner, the eligibility for specific disability categories, and the maximum allowable charges for specified assessments to eliminate unreasonably excessive fees, including travel costs. The Principal can make any one of the following decisions once an independent evaluation is requested: wait for the parent to act on the request or request the parent/legal guardian to enter into the conflict resolution process. If an independent evaluation is completed by the parent/legal guardian, the Multidisciplinary Team (MDT) shall include that information in with all other information in developing or amending the student's IEP.

6. Section 504 Plan.

- a. Section 504 is the part of the Rehabilitative Act of 1973 that applies to individuals with disabilities. This act protects the civil rights of persons with disabilities. A free appropriate public education is one provided by the elementary or secondary school that includes general or Exceptional Child Program and related aides and services that:
 - i. Are designed to meet the individual educational needs of an eligible student with a disability as adequately as the needs of an eligible student who is non-disabled are met; and
 - ii. Are based on adherence to evaluation, placement, and procedural safeguard requirements.
- b. Section 504 of the Rehabilitation Act of 1973 protects students from discrimination based on their disability status. A student is eligible for accommodations under Section 504 if the student has a mental or physical impairment that substantially limits one or more of a student's major life activities that impacts education. "Major Life Activities" include functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. When a condition does not substantially limit a major life activity that impacts education, the student does not qualify for protection under Section 504. The ECP Director is responsible for initiating and monitoring of any 504 plans for students in their learning circle/building.

7. Students Served under the Individuals with Disabilities Education Act. (IDEA) Identification and Evaluation.

- a. To be eligible for services under the PSO Exceptional Child Program, a child must have a disability that adversely affects educational performance and requires specially designed instruction as defined in Section 4.08 (2) of this Policy.
- b. When any parent, child, family member, public or private agency, school personnel or screening refers a child for the PSO Exceptional Child Program, the Student Support Team (SST) shall conduct a meeting in order to complete any additional required fact-finding, to brainstorm, and to establish a plan and timeline with specific direction to appropriate staff to address whether further evaluation is needed.

The SST shall be comprised of the following: 1) Principal, 2) Counselor, 3) at least one General Educator, and 4) the parent/legal guardian, Reading Interventionist and Math Interventionist and any person the parent/legal guardian wishes to bring to the meeting.

The parent must be notified by the Exceptional Child Program Manager of the referral if the parent did not make the referral. If further evaluation is needed, the parent's consent must also be obtained to complete further evaluation.

- c. If further evaluation is not warranted, the SST will work together to provide other services for the child. The parent/legal guardian and/or child must be notified of the reasons the child will not be considered for the PSO Exceptional Child Program. If further evaluation is warranted, the information shall be turned over to the Multidisciplinary Team (MDT).

The Multidisciplinary Team (MDT) shall consist of a 1) Special Educator, 2) the Exceptional Child Program Manager, 3) the Principal, 4) at least one General Educator and the parent/legal guardian of the referred child and any person the parent/legal guardian wants to be present. The ECP Manager shall complete an Assessment Plan for the child. The Assessment Plan may include but is not limited to medical history; health status; motor skills, speech/language, or hearing evaluations; classroom observations; family history; psychological information; all academic achievement information including assessment results; and educational history.

- c. The MDT shall determine whether a child is eligible for services under the IDEA under an Individualized Education Program (IEP) based upon the results of the Assessment Plan. The MDT is required to make the following determinations, all of which are required to determine a child is eligible for IDEA services and an IEP:
 - i. Whether the child has a disability.
 - ii. Whether that disability adversely affects the child's educational performance.
 - iii. What specific Exceptional Child Program and/or other related services are required based upon the findings in 1 and 2; and
 - iv. If the child is eligible under 1 & 2, and based upon the determination in 3, what placement is the least restrictive environment for the child.
 - v. The parent shall receive prior written notice five (5) days in advance of any Multidisciplinary Team (MDT) meeting and prior to any evaluation. The notice shall be conveyed to the parent in a language they can understand (orally or in writing, but when orally notations must be made regarding the oral notification), shall include a description of the proposed evaluation, and an explanation of why the evaluation is taking place. All the documentation generated throughout the entire process shall be held in the child's student file confidentially. All communication with the parents (whether oral or written) shall be documented in the student's file especially regarding attempts to notify of meetings, consents, and additional information regarding the student's needs.
 - vi. If the parent refuses to consent to evaluation, PSO may still be required to provide Exceptional Child Program services. The Exceptional Child Program Manager shall develop a process by which to resolve issues between the school and a non- consenting parent. The parents may also refuse the Exceptional Child Program services proposed by the MDT. When this occurs, the Exceptional Child Program Manager shall develop a process by which to resolve the issues between the school and the non- consenting parent.

8. Individualized Education Program (IEP). The term Individualized Education Program or IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting. For every child eligible under the IDEA, the PSO Exceptional Child Program shall ensure an IEP is in place and is reviewed not less than annually. An IEP must include:

- i. A statement of the child's present levels of academic achievement and functional performance.
- ii. A statement of measurable annual goals, including academic and functional goals designed to:
 - a) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
 - b) Meet each of the child's other educational needs that result from the child's disability.
- iii. For children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.
- iv. A description of:
 - a) How the child's progress toward meeting the annual goals will be measured; and
 - b) When periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- v. A statement of the Exceptional Child Program and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child;
- vi. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on School assessments; and if the MDT determines that the child must take an alternate assessment instead of a particular regular School assessment of student achievement, a statement of why the child cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the child.

9. Educational Placement. Once it is determined that a child is eligible for the PSO Exceptional Child Program, PSO shall provide an education through the least restrictive Environment (LRE). The cost of the PSO Exceptional Child Program shall be borne by PSO unless the child is placed there by another school, agency, or court order. If the child is placed in the Program by another school, agency or court order, the other school, agency, or court shall be responsible for the costs of the Program.

The responsibility of PSO to pay for such an education begins when an eligible child is five (5) years of age and enrolled in PSO. The responsibility ends when the child receives an 8th grade diploma as discussed below, no longer qualifies for Exceptional Child Program, OR the child turns age sixteen (16), whichever occurs first.

10. **Services.** PSO shall make available the following services through its Exceptional Education Program:

- a. Educational programs and services available to other children serviced by the school.
- b. Non-academic and extracurricular activities available to other children serviced by the school.
- c. Physical education available to other children serviced by the school unless the child is enrolled full time in a separate facility OR the child needs a specially designed physical education program due to the child's IEP or disability(ies).

11. **Notices.** The Exceptional Child Program Manager shall do their best to communicate all notices in a language and manner (if parent is blind or deaf, Brail or sign) which the parent understands. A minimum of five (5) days' notice is required when any of the following are going to occur with the student child:

- a. Initial evaluation;
- b. Initial eligibility determination;
- c. IEP review and amendment;
- d. Reevaluation;
- e. Reevaluation of the eligibility determination;
- f. Significant discipline incidents.

Written notice shall include:

- a. A description of the action proposed or refused by the School;
- b. An explanation of why the School proposes or refuses to take the action and a description of each evaluation procedure, assessment, record, or report the School used as a basis for the proposed or refused action;
- c. A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
- d. Sources for parents to contact to obtain assistance in understanding the provisions of this part;
- e. A description of other options considered by the MDT and the reason why those options were rejected; and
- f. A description of the factors that are relevant to the School's proposal or refusal.

The parent shall receive prior written notice five (5) days in advance of any Multidisciplinary Team (MDT) meeting and prior to any action taken regarding a child on an IEP. The notice shall be conveyed to the parent in a language they can understand (orally or in writing, but when orally notations must be made regarding the oral notification), shall include a description of the proposed action to be taken, and an explanation of why the action is taking place.

All of the documentation generated throughout the entire process shall be held in the child's student file confidentially. All communication with the parents (whether oral or written) shall be documented in the student's file especially regarding attempts to notify of meetings, consents, and additional information regarding the student's needs.

12. Re-Evaluation and Case Management. The Exceptional Child Program Manager shall keep a list of all Exceptional Child Program students and the dates of when their next reevaluation is due. This information will be provided to the child's special educator(s). The Exceptional Child Program Manager shall notify the parent at least thirty (30) days prior to any reevaluation so the parent may be included in that process as well. The Case Manager will establish the Multidisciplinary (MDT) Team and the decision-making process for the reevaluation.

13. Transition Services. Every child on an IEP the term "transition services" means a coordinated set of activities for a child with a disability that:

- a. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment); continuing and adult education, adult services, independent living, or community participation;
- b. Is based on the individual child's needs, considering the child's strengths, preferences, and interests; and
- c. Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation.

14. Manifestation Determination. Within ten school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the School, the parent, and relevant members of the child's MDT (as determined by the parent and the School) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the school's failure to implement the IEP.

A child with a disability who is removed from the child's current placement (a disciplinary change in placement for more than ten (10) consecutive school days where the behavior is determined not to be a manifestation of the disability) or (a removal for special circumstances related to drugs, weapons or

serious bodily injury) must:

- a. Continue to receive education services, as provided in 34 CFR 300.101(a) (free appropriate public education (FAPE) requirements), to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
- b. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address behavior violation so that it does not recur.

If the School, the parent, and relevant members of the MDT make the determination that the conduct was a manifestation of the child's disability, the MDT must either conduct a functional behavioral assessment, unless the school had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child or, if a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior; return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

15. **Discontinuation of Services, Graduation and Grading.** If it is suspected that a student no longer meets the eligibility criteria for the PSO Exceptional Child Program, the reevaluation team, including the parent, must meet to review existing data and arrange to have additional assessments if necessary.

If the student is not eligible, the Exceptional Child Program Manager must provide the parent with written notice of the decision to discontinue Exceptional Child Program services. Services will not be discontinued if the parent files a grievance pursuant to the appropriate provisions of the PSO Policies and Procedures.

PSO's obligation to provide Exceptional Child Program services ends when: 1) the student transfers to another school; 2) the parent/legal guardian withdraws the student from school and the parent has made other provision for the student's educational needs, and 3) the student drops out of school.

If a parent requests that a student be withdrawn from Exceptional Child Program services, the MDT must determine whether the student is still eligible for Exceptional Child Program services. Written notice must be sent to the parent following the determination. If the MDT, including the parent, determines that services need to continue, PSO will provide services unless the parent has invoked the grievance procedure appropriately under the PSO Policies and Procedures.

4.39 EXCEPTIONAL, GIFTED AND TALENTED EDUCATION PROGRAM

The School Board may approve an exceptional education program for students who meet the qualifications of a gifted and talented student. It shall be the responsibility of the Principal to notify the BIE on the required forms of all students participating in a gifted and talented program for purposes of ISEP funding on a timely basis.

1. **Definition of Gifted and Talented Student.** A gifted and talented student is a student who:

- a. Has evidenced high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic fields; and

- b. The school has determined needs services or activities not ordinarily provided by the school in order to fully develop those capabilities.

2. Identifying Gifted and Talented Students. Not less than annually, each teacher shall review each student's file to determine if the student is potentially a gifted and talented student whose needs may not be met by the current school services and activities. In addition, any member of the community, school personnel, a parent or legal guardian, or the student themselves may send a written nomination to the Exceptional Child Program Manager of any student in the School.

Any student identified shall be referred to the Exceptional Child Program Manager or designee for a determination of whether the student meets the criterion set forth in subsection 1 above. No testing of a student, or assessment of gifted and talented status shall be performed without proper parental consent in writing. Any student so identified by the Exceptional Child Program Manager or designee shall be evaluated for eligibility as gifted and talented in one or more of the following areas:

- a. Intellectual Ability. A student who scores in the top five (5) percent on a statistically valid and reliable measurement tool of intellectual ability.
- b. Creative/Divergent Thinking. A student who scores in the top five (5) percent on a statistically valid and reliable measurement tool of creative/divergent thinking.
- c. Academic/Aptitude Achievement. A student who scores in the top fifteen (15) percent in a total subject area score on a statistically valid and reliable measurement tool of achievement/aptitude, or a standardized assessment, such as an NRT or CRT.
- d. Leadership. A student who is recognized as possessing the ability to lead, guide or influence the actions of others as measured by objective standards that a reasonable person of the community would believe demonstrates that the student possesses leadership skills. These standards include evidence from surveys, supportive documentation portfolios, elected or appointed positions in school, community, clubs and organizations, awards documenting leadership capabilities. The school is prohibited under federal regulations on funding from identifying more than 15 percent of its student population as gifted and talented in the leadership category.
- e. Visual and Performing Arts. A student with an outstanding ability to excel in any imaginative art form including but not limited to drawing, print, sculpture, jewelry making, music, dance, speech, debate, or drama as documented from surveys, supportive documentation portfolios, awards from judged or juried competitions.

The Exceptional Child Program Manager or designee shall appoint a Multi-Disciplinary Team (MDT) of not less than three persons, which shall include: 1) The Special Education Manager; 2) A School Administrator; and 3) the Individual nominating the student or the classroom teacher, and any other persons the Manager believes will be helpful in assessing eligibility for services including professionals in the field. The Multi-Disciplinary Team determination of eligibility for services shall be based upon the required criterion set forth above, and the following: a collection of work, audio or visual tapes, reference to school grades, letters of support from professionals knowledgeable about the student's work, interviews or observations by School personnel or persons

knowledgeable about the student, and information from other sources.

3. **Services or Program Provided.** If the Multi-Disciplinary Team (MDT) determines that a student is gifted and talented, the MDT shall recommend to the Principal a program of education to meet the student's needs in a Specific Individualized Education Plan (SIEP). The Principal will bring forth the recommendation and SIEP and any required additional funding to the Board for approval of any funding necessary to implement a recommended plan. Once approved, the MDT shall sign a Statement of Agreement for placement of services and obtain the parent or legal guardian's signature and informed consent. The SIEP must include:

1. The date of placement;
 2. The date services will begin;
 3. The criterion under subsection 1 of this policy for which the student is receiving services and the student's performance level;
 4. Measurable goals and objectives; and
 5. A list of the staff responsible for each service the school is providing.
4. **Termination of Participation in Gifted and Talented Program.** The Exceptional Child Program Manager or designee is responsible for ensuring that the MDT evaluates annually the student's progress under the SIEP and updates the SIEP annually. For students identified as gifted and talented under subsection 2(a) through (c) of this Policy, a re-evaluation is required every three (3) years to determine continued eligibility through the eighth (8th) grade. For students identified as gifted and talented under subsection 2(d) or (e) of this Policy, a re-evaluation is required annually to determine continued eligibility through the eighth (8th) grade.

A student's SIEP shall be terminated when:

1. A parent or legal guardian files a written notice of termination of consent to participate in the program with the Exceptional Child Program Manager; or
2. The student has received all the services available from the school to meet the student's needs as determined by the MDT; or
3. The MDT determines the student no longer meets the criterion that qualified the student for the program.

Notice of termination of service shall be sent to the parent or legal guardian in writing specifying the basis for termination of services by the Exceptional Child Program Director. The Grievance process set forth in this Chapter 4 shall apply to any parent or legal guardian's objection to termination of services.

SECTION 5: Curriculum and Instruction

<u>Sec.</u>	<u>Policy</u>
5.01	Mission Statement
5.02	Vision and Lakota Values
5.03	Instructional Goals
5.04	Lakota Language
5.05	Curriculum Development
5.06	Curriculum Planning
5.07	Special Projects
5.08	Plans of Study and Curriculum Map
5.09	Basic Instructional Program
5.10	Health Education
5.11	Sex Education
5.12	Drug and Alcohol Education Program
5.13	Safety Instruction
5.14	Grouping for Instruction
5.15	Interscholastic Athletics
5.16	Instructional Materials
5.17	Textbook Selection and Adoption
5.18	School Libraries
5.19	Field Trips and Excursions
5.20	Community Resource Persons
5.21	School Volunteers
5.22	Guidance Program
5.23	Testing Program
5.24	Assessment of Instructional Programs
5.25	Teaching Methods
5.26	Teaching Controversial Issues
5.27	Controversial Speakers
5.28	Lesson Plans
5.29	Online Courses
5.30	Comprehensive Education Plan

5.01 MISSION STATEMENT

Pahin Sinte Owayawa is to provide a quality education for children of the Lakota Nation which promotes the culture and prepares them for success in the future. The school and community have the following aspirations for students of Pahin Sinte Owayawa:

5.02 VISION AND LAKOTA VALUES

Our vision is to provide students with knowledge, skills and behaviors to become responsible citizens who can positively impact the economic and social conditions of the greater Lakota Nation. We value our Lakota beliefs. The following are some of our core values that we will honor and stress in our school: Wisdom (Wokśape), Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakħaŋ), Patience (Wówačhiŋthaŋka), and Honesty (Woowothanja). We will work in partnership with our parents/guardians to instill these and other positive Lakota virtues into our students.

5.03 INSTRUCTIONAL GOALS

Instructional goals shall be incorporated in the curriculum.

5.04 LAKOTA LANGUAGE

The Board recognizes the importance of maintaining the Lakota language and an instructional opportunity shall be provided for students to ensure they are given the opportunity to be able to speak, read and write the Lakota language. School leadership shall develop a Lakota culture, language and culture program for each grade.

5.05 CURRICULUM DEVELOPMENT

A Lakota curriculum committee consisting of staff, student(s), parent/legal guardians and community representatives may be organized by the Principal at the end of each school year to investigate new curriculum ideas, develop improved programs, and to evaluate the results. Any such committee will meet on a regular basis, in a schedule approved by the Principal. The committee shall present its recommendations to the Board regarding curriculum changes. The Principal will ensure the curriculum is aligned and in accordance with tribal, federal, and state standards, and the standards of the accreditation agency.

All Education programs shall provide children with a learning environment which will enhance development, socially, intellectually, physically, and emotionally in a manner appropriate to their age and level of development. School programs shall include those courses required by law as well as those established by the Board following the recommendation of the Principal. Adequate resources shall be allocated to support the design and implementation of curriculum development in compliance with the laws of the OST. The PSO curriculum shall be reviewed at least every two years.

By the start of the 2024-25 School Year PSO shall incorporate the following learning areas into their elementary education program:

A. Reading/English Language Arts

B. Mathematics

C. Science

D. Social studies/science including tribal government and Fort Laramie Treaty. (Ordinance 18-13)

E. Physical education/health.

F. Lakota Language and Culture

G. STEAM (Science, Technology, Engineering, Arts and Mathematics)

H. RTI (Response to Intervention)

5.06 CURRICULUM PLANNING

Proposals for new courses and programs which have not received Board approval shall be submitted to the Principal and include:

1. A statement signifying elective or required status and when it will be offered;
2. Designation of the grade level(s) at which the course is to be taught;
3. The nature or subject area of the student group for whom the course has been planned;
4. Identification of the basic text(s) or materials to be used;
5. A statement indicating the qualifications for instructors of the course;
6. An outline of the course content, objectives and exit outcomes;
7. A statement of any additional positions needed and the implications of such needs; and
8. A statement of any additional costs.

Proposed courses or programs must be approved by the Board one semester prior to being sent to the accreditation agency for their approval.

5.07 SPECIAL PROJECTS

Whenever the school implements educational programs designed to explore or develop new research-based methods or techniques, the parent(s)/legal guardians of children involved in such programs shall be notified in writing by the Principal and shall:

1. Have the right to inspect all instructional materials to be used in connection with such program;
2. Parents/legal guardians shall make a written request to review material to be used to the personnel in charge of the program;
3. Be notified in writing by the personnel in charge of the program about a time and place for inspection of such material within ten (10) working days; and

4. The Principal shall annually submit a report and assessment on all special programs to the Board with such assessment to be completed by outside agencies.

5.08 PLANS OF STUDY AND CURRICULUM MAP

Instructional materials shall be designed to assist users in strengthening and clarifying teaching of subject matter, suggest a variety of possibilities for instruction, variations of approaches and materials to be used.

1. Curriculum maps shall serve as a framework from which a teacher may develop units of study, individual lesson plans, and methods or approaches to instruction to serve the students.
2. Sufficient latitude shall be permitted to provide the teacher with the time to teach current, topical and incidental material, which add to motivation and meaningful teaching and learning.
3. All curriculum developed will adhere to Pahin Sinte Owayawa standards which are in compliance with state content standards.

All instructional staff shall submit a Curriculum Map, or plan of study or pacing calendar (for areas that have curriculum materials) to the Principal no later than the second week in September. The only exception is if the current curriculum is a grant obligation and includes the above items.

5.09 BASIC INSTRUCTIONAL PROGRAM

A mastery of core content knowledge (reading, writing, science, and math) is vital to student success. To enhance the understanding for individual students to develop specific talents and interests in more specialized fields, all teaching may include: reading across the curriculum, writing across the curriculum, and math across the curriculum. The only exception is if the current curriculum is a grant obligation and includes the above items.

5.10 HEALTH EDUCATION

The Board is committed to a sound comprehensive health education program as an integral part of each student's general education. Education programs shall emphasize a contemporary approach to the presentation of health information necessary for students to understand and appreciate the functioning and proper care of the human body, diabetes, and other health conditions. The health program shall include traditional Lakota holistic health education.

5.11 SEX EDUCATION

The family shall be a fundamental element in the sex education program of the school. Development of a strong family institution is largely dependent on sexual maturity. Children will be provided with age appropriate and timely information regarding sexuality. Sexuality, Sex Education, AIDS Education and Prevention of Sexually Transmitted Disease may be included in the curriculum according to state standards.

Should a parent submit a written request that their child not participate in a given aspect of the program, an alternate educational assignment shall be arranged for the student by the Principal.

5.12 DRUG AND ALCOHOL EDUCATION PROGRAM

The Board believes that alcohol and drug abuse prevention requires education, which will create an awareness of drug and alcohol dependency problems. Drug, alcohol, and inhalant abuse education shall be included in the curriculum. Should a parent submit a written request that their child not participate in a given aspect of the program, an alternate educational assignment shall be arranged for the student by the Principal.

5.13 SAFETY INSTRUCTION

Principals are responsible for supervision of a safety program for their school. Practice of safety shall be considered an aspect of the instructional program and instruction in accident and fire prevention, emergency procedures, traffic, bus, bicycle, pedestrian safety, or driver education may be provided.

5.14 GROUPING FOR INSTRUCTION

Grouping shall be conducted so as not to discriminate against students but to enhance student skill achievement.

5.15 INTERSCHOLASTIC ATHLETICS

The Board shall annually approve membership in the Big Foot Conference.

5.16 INSTRUCTIONAL MATERIALS

The Curriculum Committee shall meet by May 30th of each school year and at the discretion of the Principal to recommend instructional and library materials that will:

1. Enrich and support the curriculum, taking into consideration the varied interests, abilities, and maturity levels of students;
2. Stimulate growth in factual knowledge, literacy appreciation, aesthetic values, and ethical standards;
3. Bring forth opposing sides of controversial issues so that young citizens may develop, under guidance the practice of analytical reading and thinking;
4. Represent the many religions, ethnic, and cultural groups, showing their contributions to our American heritage, with emphasis on enhancing the Lakota culture, heritage, and language.

The Curriculum Committee must ensure that all recommendations are aligned with applicable tribal, state, and federal accreditation requirements. The Committee shall make recommendations to the School Board. All changes in curriculum must be approved by the School Board.

5.17 TEXTBOOK SELECTION AND ADOPTION

The Curriculum Committee shall meet by May 30th of each school year and on a regular basis to recommend a list of approved learning resources including textbooks and websites for approval by the Board.

5.18 SCHOOL LIBRARIES

PSO reaffirms belief in the Library Bill of Rights of the American Library Association. Media personnel are concerned with generating understanding of American freedoms through development of informed and responsible citizens. Our School Library will be available to instructional staff, interventionists and others who wish to utilize as necessary to enhance and achieve a well-rounded curriculum.

5.19 FIELD TRIPS AND EXCURSIONS

The Board recognizes that first-hand learning experiences provided by field trips are an effective and worthwhile means of learning. Specific procedures developed to screen, approve, and evaluate trips include:

1. All field/activity trips must be authorized by the Principal and Business Manager;
2. Field Trip Request forms will be submitted to the Principal and business manager two (2) weeks in advance, for his/her approval, prior to any field trip activity;
3. The person requesting the trip is responsible for arranging transportation, food, money, lodging, etc.;
4. Parents must be notified and sign Parent Consent forms. The person requesting the trip is responsible for obtaining parental permission and for informing the Principal or delegated representative of who is attending the trip;
5. All out of state trips shall be presented to and approved by the Board (except for towns located within a 125-mile radius);
6. All students attending field trips and excursions will not be permitted to accept a ride from anyone unless authorized by their parent and the Principal; and
7. The Principal may designate minimum requirements that students must meet to be eligible for field trip participation.

5.20 COMMUNITY RESOURCE PERSONS

The Board recognizes the need to use community resource persons to enhance student learning. All requests for community resource persons must be approved by the Principal. If payment is to be made, the Business Manager must provide approval verifying that the activity is within the guidelines and that the school has appropriate funding.

5.21 SCHOOL VOLUNTEERS

The Board endorses a Volunteer Program subject to appropriate regulations and safeguards. Volunteers shall be trained in PSO policy. All school volunteers shall submit to a drug test and a state, tribal, and federal background check prior to participating.

5.22 GUIDANCE PROGRAM

Guidance/Counseling services may be available to every student and include psychological services, guidance services, testing services and in-service programs in guidance and psychological areas.

Guidance/Counseling shall include aiding the student to discover and measure their abilities, capabilities, and real interest; to help students learn more about themselves and their unique characteristics; to help students navigate appropriate behavior and to assist them with learning to make good decisions that will help them be the best person that they can be. Guidance/Counseling personnel will use varied delivery systems which may consist of small group sessions, individual counseling, structured training sessions, and other processes. Students and parents are encouraged to utilize the help of guidance personnel. Guidance/Counseling personnel may work with the PE/Health teacher, Lakota Language and Culture Teacher as well as the Project Aware staff to ensure that students are receiving the optimal instruction for their emotional, mental, spiritual and physical health.

5.23 TESTING PROGRAM

The objective of the standardized testing program is to enable school personnel to do a more effective job in planning for and educating the children of Pahin Sinte Owayawa and shall be coordinated through the Principal. Standardized testing may include: NWEA MAPs, BIE Assessments, Smarter Balance and other appropriate measures of assessment which shall comply with minimum requirements of the accrediting agency. Psychological services and testing of students that is not part of a Exceptional Child Program Services activity shall be coordinated through the Principal.

5.24 ASSESSMENT OF INSTRUCTIONAL PROGRAMS

Professional accountability for student performance and progress is a shared responsibility of teachers, administrators, and the Board. Individual progress and instructional efforts shall be systematically assessed. The purpose of Assessment of instruction shall be:

1. To indicate and utilize instructional strengths and weaknesses;
2. To provide information needed for advance planning;
3. To provide data for public information;
4. To demonstrate relationship between outcomes and school systems stated goals;
5. To check suitability of instructional program in terms of community requirements; and
6. To provide a comprehensive school wide measurement process based upon state content standards and accrediting agency.

The professional staff and Board shall provide continuous assessment of the educational program and instructional processes. An annual report shall be approved by the Board.

5.25 TEACHING METHODS

The school requires the best practices and scientifically based and researched teaching strategies to be used to bring about learning at the school. Instructional staff shall keep abreast of innovative, scientifically based research instructional methods, ideas and practices developed in the school system, and throughout the nation, and apply those that have proven to be successful at increasing student achievement.

5.26 TEACHING CONTROVERSIAL ISSUES

Free inquiry in a democratic society requires controversial issues arising in the classroom be handled as a regular aspect of instruction and learning in such a way as to not inhibit dignity or the personal or intellectual integrity of either the teacher or the student. Controversial issues provide stimulation to learn by engaging the attention of students in an inquiry-based process and in the development of executive level functioning skills and are thus an important part of the classroom environment. Controversial issues shall be presented in a fair and unbiased manner. Teachers should consult with the Principal before planning to discuss controversial issues with students.

5.27 CONTROVERSIAL SPEAKERS

When correctly handled, the use of controversial speakers becomes an invaluable component in accomplishing goals of citizenship education. However, a serious responsibility is placed on professional staff members to correctly structure learning situations involving a speaker.

All speakers must be invited through the Principal, who shall endeavor to engage speakers for both sides of a controversial issues. Any speaker who advocates unconstitutional or illegal acts or procedures shall not be permitted to address students.

5.28 LESSON PLANS

All instructional staff are required to prepare lesson plans and utilize the process designated by the Principal. Teachers will provide the Principal with a copy of their weekly lesson plans by Friday of the week before they will be implemented or the Monday of said implementation week.

The Principal or his/her designee shall monitor teacher lesson plans to ensure the daily instructional objectives are referenced to the basic curriculum content, objective and competency, and designated content standards.

5.29 ONLINE COURSES

1. **Purpose.** Online courses can aid in extending the educational needs of students, by offering additional courses, allowed out of school learning, and supplementing the current curriculum.

2. **Types of use.**

- a. **Classroom Curriculum.** Teachers will use online courses as the primary or by supplementing the current curriculum. Teacher will set the pace of the online course used and set the goals for the students.
- b. **Independent Learning.** Students will work on courses at their own pace and set their own goals. Students in independent learning may work on credit recovery or towards additional courses not normally offered during the day.
- c. **Specialized Course.** These are custom designed courses built for the needs of the student. Students must be on an Individualized Education Plan, or 504 plan to qualify to have a accommodations of a course or lesson.

3. Technology Use.

- a. Standard electronic use policy will be followed from the policy manual and handbook.
- b. The school will provide technology for use by the student for school and instructional purposes only.
- c. Students are liable for any physical damage to technology. Any damage not repaid will result in withholding of transcripts until repair or replacement costs are paid.

4. Software / Programs.

- a. NASIS - The main system used at Pahin Sinte Owayawa. This allows for attendance, registration, behavior tracking, etc.
- b. Current Educational Programs include HMH, IXL, NWEA MAP
- c. Other software may be added based on the needs of the students and available funds.

5. Types of Curriculum Specifics.

- a. Classroom Curriculum.
 - i. Course Structure. Our current curriculum, Harcourt Mifflin Houghton, is an evidence-based program. Teachers will teach the curriculum with fidelity. However, they may be able to remove, add, edit any of the content material within the online course with prior approval from the Principal.
 - ii. Grading. Teachers will set the grading scale for the course; they can choose how they wish to weight any part of the course. Teachers will notify the students of the weights and any changes to the grading scale.
 - iii. Progress. Teachers will be setting the pace for the course; they will be allowed to prevent students from moving ahead of the class and assign homework for students falling behind in their course.
 - iv. Retaking Assignments. Teacher will set the guidelines on how retaking each assignment will be handled.
 - v. Completion. The course will be considered finished at the end of each semester. Once the student has finished 100% of assignments and retook the allotted number of retakes for failing scores the student will be given a grade. Passing grade will be determined by the school's grading scale. Completion of coursework does not guarantee earning credit.

5.30 COMPREHENSIVE EDUCATIONAL PLAN

At the start of the 2024-25 School Year PSO administration along with the School Board will direct the development of a Comprehensive Educational Plan which shall include:

- (1) Student Academic Achievement Opportunities

- (2) Leadership and Activities
- (3) Community Engagement
- (4) Professional Development
- (5) Curriculum Development
- (6) Facility/Structure
- (7) Transportation; and
- (8) School Climate

The Comprehensive Educational Plan shall be submitted to the OST Education Committee annually in October.

SECTION 6: Fiscal Management

<u>Sec.</u>	<u>Policy</u>
6.01	Fiscal Management Goals
6.02	Fiscal Management System
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6.05	Fiscal Year
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6.41	Cash and Checks
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6.44	Cellular Phone and Assignment
6.45	Financial Records Management

6.01 FISCAL MANAGEMENT GOALS

Fiscal management goals can be attained through sound fiscal management. This Policy provides the guidelines for sound fiscal management, and the specific accounting policies for Pahin Sinte Owayawa. The Board recognizes that quality education is central to the purpose of the school and that fiscal management must be used as a tool to achieve this purpose by attaining the following goals:

1. All principles and policies will be in accordance with Generally Accepted Accounting Principles, OMB Circular No. A-21, 25 CFR Part 34, and any other federal regulations that concern the investment of the school funds.
2. This manual should be reviewed and updated by the business office personnel and the Board on an annual basis to ensure all policies fulfill their purpose.
3. The Board will have the ultimate responsibility for adopting and enforcing all fiscal management policies.
4. The administrative staff and community have the responsibility for implementing the policies on a day-to-day basis.
5. Policies may be modified as long as they do not violate the integrity and efficiency of the overall internal control system.

The Business Office has the authority to establish procedures for implementing the policies. All procedures implemented by the Business Office will be in writing and will be approved by the Principal.

6.02 FISCAL MANAGEMENT SYSTEM

The Business Office is organized to provide the Board and the Principal with information necessary to create make sound financial decisions to operate the school system. Its functions are:

1. To assist the Principal in preparing budgets for the operation of the entire school system;
2. To prepare all necessary reports concerning the financial operation of the school;
3. To prepare payroll for all personnel employed by Pahin Sinte Owayawa;
4. To monitor and assist the food service, facilities and transportation program in financial management and planning as deemed necessary;
5. To assume and carry out other responsibilities assigned by the Principal; and

6. The Business Office personnel shall comply with these Financial Management Policies and the Business Office Procedures Manual.

6.03 ANNUAL OPERATING BUDGET

A preliminary budget with projected revenue for program operations for the following school year shall be submitted to the Board for approval at the Board meeting every May. Annual expenditures report for year-end will be presented to the Board at the budget meeting in August. Budget modifications must be approved by the Board.

The Business Manager and Principal are responsible for preparing the annual Budget, and ensuring that funds are available to the School for the budget, as well as any budget modifications made during the fiscal year.

6.04 BUDGET GOALS AND OBJECTIVES

The annual operating budget established by the Board will ensure that procedures adhere to legal and other considerations for all programs at the School. The Budget shall incorporate:

1. Programs and staff required to implement identified goals and student learning needs;
2. A focus on personnel providing direct education and support services for students; and
3. Ongoing programs designed to maintain and enhance the educational aspirations of students.

6.05 FISCAL YEAR

Fiscal year for operation of Pahin Sinte Owayawa shall be July 1 to June 30.

6.06 BUDGET PREPARATION PROCEDURES

Each Principal, the Transportation Department, the Facilities/Quarters Department, the Human Resources Department, Food Service Department, Exceptional Child Program Manager/Coordinator, Business Office and Principal shall be responsible for developing and establishing their department's budget within the budget limits as provided by the Business Office. All budgets shall follow the respective department's/school's goals and objectives. The Business Manager and the Principal shall be responsible for reviewing and monitoring the annual budget adopted by the PSO Board, and for denying approval to any items that are not within the line-item budget approved by the Board.

Modifications to the line-item budget must be approved by the Board. Modifications are required for any increase or reduction in line-item budgets, and when PSO receives new sources of funds not included in the annual budget adopted by the Board. Any proposed modification must be approved by the Principal and the Business Manager before it is presented to the Board.

6.07 DEADLINES AND SCHEDULES

The Board shall approve the preliminary budget at the finance meeting in May based on information, salary schedules and data submitted by the Principal. Administrators are required to submit projected budget needs, enrollment projections, revenue projections, goals and other information by April as requested by the Principal.

The Board shall be provided with a copy of the reports required and the PSO Management Board Reports Documents Checklist on the schedule set forth in that Checklist.

6.08 STAFF INVOLVEMENT

The Principal is responsible for implementing input activities into budget development for school programs by consulting with program supervisors and staff concerning program needs and activities.

Administrators are allocated an amount of funding annually to operate the program they supervise with the identification of budget line-item amounts developed by consulting with the Principal and the Business Office. The administrators shall meet annually, within the first month of school, to inform their employees of their respective budget limitations.

The Principal and Business Manager document overall budget needs for presentation to the Board annually and submit budget modifications for approval. Administrators monitor their approved budget with the Principal and Business Manager.

6.09 PUBLIC INVOLVEMENT

The Board shall notify parents/legal guardians and the community of the date for review, revision and approval of the annual budget through appropriate means and shall disseminate budget report information by appropriate means on an annual basis.

6.10 STUDENT INVOLVEMENT

The respective Principals are responsible for informing and assisting the Student Council and their advisor(s) in determining needs and goals for incorporation into the budget requests for the next academic year, if student council groups are established.

6.11 PERIODIC BUDGET RECONCILIATIONS

The Business Manager is responsible for implementing monthly budget reconciliations and for reporting this information to the Board for acceptance at the monthly finance meeting. Monthly Board Reports will be provided showing the amount budgeted, the amount expended during the period, and total expenditures to date.

6.12 EMERGENCY CHANGES

The Principal and Business Manager shall advise the Board of the need for any changes and provide the Board with proposed revisions for their approval prior to any changes being implemented. The Principal will advise administrators of actual revenue received and consult with appropriate administrators in regard to any proposed modifications.

6.13 DEBT LIMITATION

The School shall not incur debts for operation of the school in excess of actual revenue available. The Business Manager shall be responsible for reporting fiscal information to the Board regularly to advise them of anticipated and actual revenue resources.

The Principal and the Business Manager are responsible for ensuring the School does not deficit spend, and for proposing budget modifications when the School is anticipated to over expend funds in any line item to ensure there are not deficits.

6.14 STATE AID

The Principal in consultation with supervisors shall develop specific budget line items for the expenditure of any state funding for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired state aid revenue shall be made in accordance with applicable regulations.

6.15 FEDERAL AID

There are specific restrictions on federal aid that must be adhered to by the School. The Business Manager is responsible for monitoring and ensuring that all expenditures are in accordance with federal requirements. This section lists the requirements of the most common forms of Federal Aid that must be adhered to.

1. Title I: Part A Grants.

- a. **Consolidation.** If over 40% of Pahin Sinte Owayawa (PSO) students come from low-income homes then PSO may use one of three options available under the Title I, Part A School wide Program:
 - i. **Option 1.** Consolidate Federal, State, and local funds in a single pool of money. This single pool of money can then be used to fund any activity in the school. The school is not required to maintain separate records that identify by program the specific activities supported by those funds. Also, the school is not required to meet most of the statutory and regulatory requirements of the Federal programs included in the consolidation as long as it meets the intent and purposes of those programs.

- ii. **Option 2.** Consolidate all Federal funds in a single school wide pool of money, keeping State and local funds separate. If this option is chosen, PSO must use the consolidated Federal funds to address the specific educational needs identified by a needs assessment and articulated in PSO's school wide plan. Although the Federal funds lose their specific program identity and may be accounted for as part of the consolidated Federal funds pool, PSO must keep records to demonstrate that the consolidated funds support activities that address the intent and purpose of each Federal program that is included in the consolidated fund. PSO will not be required to meet most of the statutory and regulatory requirements of the specific Federal programs included in the consolidated Federal pool as long as it meets the intent and purposes of those programs.
- iii. **Option 3.** Refuse to consolidate Federal funds with any other funds. If this option is chosen then PSO can only spend Title I, Part A funds to support activities that address specific educational needs of the school identified by the needs assessment and articulated in the school wide plan. PSO will be required to use other Federal funds in accordance with the specific requirements of each Federal program. (20 U.S.C. §6314; 34 C.F.R. §§200.25-200.29).

PSO may use consolidated funds to pay for the administration of one or more ESEA programs. However, PSO may not spend more than the prescribed percentage established in each Federal program. Also, If PSO consolidates administrative funds then it cannot use any other funds included in the consolidation pool for administration. (20 U.S.C. §7823).

b. Restrictions.

- i. PSO may not use Title I funds to pay for:
 - a) Separation leave costs (OMB Circular A-87, Attachment B, paragraph 8.d.(3));
 - b) Severance costs (OMB Circular A-87, Attachment B, paragraph 8.g.(3)); and
 - c) Post-retirement health benefit costs (OMB Circular A-87, Attachment B, paragraph 8.f).
- ii. PSO may carry over to the next fiscal year no more than **15 percent (15%)** of its annual Title I, Part A allocation, except as otherwise permitted by BIE regulations or guidance. (20 U.S.C. §6339).
- iii. PSO must use part of its Title I, Part A funds for professional development activities in order to ensure that teachers and paraprofessionals meet the requirements enumerated in 34 C.F.R.

§§200.56-200.58. Specifically, PSO is required to use a minimum of **5 percent (5%)** of its Title I, Part A funds on professional development. (34 C.F.R. §200.60(a)(1)).

- a) PSO may use additional Title I, Part A funds over and beyond the 5 percent (5%) minimum to support ongoing training and professional development if necessary. (34 C.F.R. 200.60(b).
 - b) However, if a lesser amount is sufficient to ensure that PSO's teachers and paraprofessionals meet the requirements of 34 C.F.R. §§200.56-200.58, then it does not need to meet the 5 percent (5%) minimum. (34 C.F.R. 200.60(a)(2))
- iv. PSO must reserve part of its Title I, Part A funds as are reasonable and necessary to:
- a) Provide services comparable to those provided to children attending PSO to serve:
 - 1) Homeless children who do not attend PSO, including education related support services.
 - 2) Children in institutions for neglected children; and
 - 3) If appropriate:
 - (i) Children in local institutions for delinquent children; and
 - (ii) Neglected and delinquent children in local community-day school programs.
 - b) Provide financial incentives and rewards to PSO teachers for the purposes of attracting and retaining qualified and effective teachers.
 - c) Meet the requirements for choice-related transportation and supplemental education services in 34 C.F.R. §200.48, unless the PSO can meet these requirements with non-Title I funds;
 - d) Address the professional development needs of instructional staff described above, as well as the professional development expenditure requirements for schools that have been identified for improvement or corrective action contained in 34 C.F.R. §200.52(a)(3)(iii); and

- e) Conduct other authorized activities, such as school improvement and coordinated services. (34 CFR §200.77)

2. **Indian School Equalization Formula (ISEP Restrictions): 25 CFR Part 39 and 25 U.S.C.**

2007-2008.

- a. PSO is required to provide for its disabled students by reserving a minimum of **15 percent (15%)** of its academic base funding to support Exceptional Child Program programs. (25 C.F.R. §39.104(a)(1))
 - i. However, PSO may spend all or part of the above-described 15 percent (15%) on school wide programs that benefit all of PSO's students, including non-disabled students, if the school can document that it has met all needs of students with disabilities and, after having done so, there are unspent funds remaining. (25 C.F.R. §39.104(a)(1)).
- b. PSO may spend ISEP funds on "gifted and talented" students. To do so, PSO must show that student(s) it has identified as gifted and talented meet the gifted and talented definition contained in 25 C.F.R. §39.111 or 25 C.F.R. §39.116. There is no limit on the number of students who can be identified as gifted and talented.
 - i. However, if PSO identifies more than **13 percent (13%)** of its student population as gifted and talented the Bureau will immediately audit PSO's gifted and talented program to ensure that all identified students:
 - a) Meet the gifted and talented requirement in the regulations; and
 - b) Are receiving gifted and talented services. (25 C.F.R. §§39.110-39.113)
- c. PSO may use its ISEP funds to implement language development programs that demonstrate the positive effects of Native language programs on students' academic success and English proficiency. Funds can be distributed to a total aggregate instructional weight (WSU) of 0.13 for each student. (25 C.F.R. §39.130; 39.136)
 - i. The school board may decide how PSO's funds for language development programs will be used in the instructional program. (25 C.F.R. §39.133)
 - ii. PSO may operate a language development program without a specific appropriation from Congress. However, any funds used for such a program must come from existing ISEP funds. When Congress specifically appropriates funds for Indian or Native languages, the factor to support the language development program cannot exceed 0.25 WSU. (25 C.F.R. §39.137)

- d. **Subpart E: Contingency Funds.** Contingency funds can only be used for education services and programs, including repair of educational facilities. (25 C.F.R. §39.503)
- e. **Subpart F: School Board Training Expenses.** PSO's school board expenses funded by ISEP are limited to \$8,000 or one percent (1%) of ISEP allotted funds (not to exceed \$15,000). (25 C.F.R. §39.600; 25 U.S.C. 2007(c)(2)(A))
 - i. However, school board training is not considered a school board expense subject to the above-described limitation. (25 C.F.R. §39.601)
 - a) The limit that the school board can spend from ISEP funds on training is 1.2 WSUs. (25 C.F.R. §39.604)
 - b) Permissible topics for school board training include legal issues pertaining to Bureau-funded schools and school boards, ethics, and other topics determined to be appropriate by the school board. (25 U.S.C. 2007(c)(2)(B))
- f. **Subpart G: Student Transportation.** PSO may use its ISEP funds to pay for student transportation by commercial bus, train, airplane, or other commercial modes of transportation in some circumstances for student transportation to school. (25 C.F.R. §39.702)
 - i. In addition, PSO may use its ISEP funds to reimburse the cost of chaperoning expenses, excluding salaries, to transport residential students, to and from home at the beginning and end of the school year and at Christmas. (25 C.F.R. §39.704)
- g. PSO may use its ISEP funds to transport Exceptional Child Program students from home to a treatment center and back to home on a daily basis as required by the student's Individual Education Plan. (25 C.F.R. §39.705)
- h. PSO may not use funds for the following transportation related costs:
 - i. Transportation expenses including:
 - a) Fuel and maintenance runs;
 - b) Transportation home for medical or other emergencies;
 - c) Transportation from school to treatment or special services programs; and
 - d)

- e) Transportation for day and boarding school students to attend instructional programs less than full-time at locations other than the school reporting the mileage.
- ii. Transportation to after-school programs including:
 - a) Athletics;
 - b) Detention;
 - c) Tutoring, study hall and special classes; and
 - d) Extra-curricular activities such as arts and crafts. (25 C.F.R. §39.707)
- i. PSO may not use ISEP funds on miles generated by transporting non-ISEP eligible students. (25 C.F.R. §39.708)
- j. In order to use ISEP funds for transportation costs, all vehicles used by PSO to transport students must meet or exceed all appropriate Federal motor vehicle safety standards and State or Tribal motor vehicle safety standards. (25 C.F.R. §39.730)

3. Administrative Cost Grants.

- a. PSO may use its administrative cost grants to pay for any costs which are necessary administrative functions which;
- b. PSO incurs as a result of operating a tribal elementary or secondary education program;
 - i. The term “elementary and secondary functions” includes all operation, maintenance, and repair funds for facilities and Government quarters used in the operation or support of elementary and secondary education functions for the benefit of Indians, from whatever source derived. (25 U.S.C. 2008(1) -(2))
- c. Are not customarily paid for by comparable Bureau-operated programs out of direct program funds; and
- d. Are either:
 - i. Normally provided for comparable Bureau programs by Federal officials using resources other than Bureau direct program funds; or
 - ii. Are otherwise required of tribal self-determination program operators by law or prudent management practice.

- e. The following is a list of common costs which PSO is expressly allowed to pay for with administrative cost grants.
 - i. Contract or grant (or other agreement) administration;
 - ii. Executive, policy, and corporate leadership and decision making;
 - iii. Program planning, development, and management;
 - iv. Fiscal, personal, property, and procurement management;
 - v. Related office services and record keeping; and
 - vi. Costs of necessary insurance, auditing, legal, safety and security services. S.C. 2008(1))

4. Exceptional Child Program/IDEA Grant Restrictions.

- a. PSO may only use Federal funds under IDEA, Part B for the excess costs of providing Exceptional Child Program and related services to children with disabilities (basically if the cost of providing Exceptional Child Program is more than the base 15% required in 25 C.F.R. §39.104(a)(1), then PSO may use IDEA, Part B funds). (34 C.F.R. §300.202)
 - i. Overrun costs which PSO can spend IDEA funds on include:
 - ii. Specially designed instruction to meet the unique needs of a disabled child, including
 - a) Instruction conducted in the classroom;
 - b) Instruction conducted in the home;
 - c) Instruction conducted in the hospital;
 - d) Instruction conducted in institutions and other settings; and
 - e) Providing physical education.
 - iii. Other related services such as
 - a) Transportation services;
 - b) Developmental services;

- c) Corrective services and other supportive services as may be required to assist a child with a disability to benefit from Exceptional Child Program;
 - d) Early intervention services (but no more than **15 percent 15%** of Part B grant funds may be spent on early intervention services; (34 C.F.R. §300.226)
 - e) Providing high cost Exceptional Child Program related services; and
 - f) Providing administrative case management. Specifically, funds may be used to:
 - 1) Purchase technology for recordkeeping and data collection;
 - 2) Related case management activities of teachers; and
 - 3) Related services that personnel other than teachers provide that is needed for the implementation of case management activities.
- b. Overrun costs which PSO cannot spend IDEA, Part B funds on include:
- i. Costs associated with surgically implanted medical devices. (34 C.F.R. §300.208)
- c. In addition to the above described permissible overrun costs, PSO may, with express permission of the Department of Education, use its IDEA, Part B funds to pay for new facilities or alter existing facilities. (34 C.F.R. §300.718)
- d. PSO cannot use its IDEA, Part B funds to reduce its normal level of expenditures for providing Exceptional Child Program. As illustrated above, PSO is required to reserve 15% of its ISEP funds to provide Exceptional Child Program. Therefore, before IDEA, Part B funds can be spent PSO must first spend 15% of its ISEP funds on Exceptional Child Program. This requirement ensures that IDEA, Part B funds are only being spent on cost overruns that are above and beyond the base ISEP requirement of 15%. However, allowances may be made for:
- i. Voluntary departure, by retirement or otherwise, or departure for just cause, of Exceptional Child Program personnel;
 - ii. Decrease in the enrollment of children with disabilities;
 - iii. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment and the construction of school facilities.

- iv. The termination of the obligation to provide Exceptional Child Program to a particular child with an exceptionally costly disability because the child has:
 - a. Left the jurisdiction of PSO;
 - b. Reached the age at which PSO' obligation to provide Exceptional Child Program terminates; or
 - c. The child no longer needs Exceptional Child Program. (34 C.F.R. §§300.203-300.204)

6.16 SHORT TERM NOTES

The Board may enter into agreements with financial institutions to acquire short-term notes to pay financial obligations based on anticipated revenue in the event the Board has insufficient funding available to pay its obligations, if there are non-federal and non-state aid funds available for repayment of the note(s).

The Business Manager shall be responsible for advising the Board of the need for short-term note funding obligations and for reporting anticipated non-federal and non-state aid revenue to pay back short-term note obligations, which must be approved by the Board.

6.17 GRANTS

The Board has the authority to acquire supplementary funding and shall approve all new and continuation applications for grants. No grant shall be submitted on behalf of Pahin Sinte Owayawa until the Board Puhas approved it. Any materials, equipment, supplies, facilities, purchased with grant funds are the property of Pahin Sinte Owayawa upon expiration of grant. Pahin Sinte Owayawa shall not be responsible for debts or obligations incurred for grants not approved by the Board. No third party has authority to apply for grants on behalf of or in the name of the Pahin Sinte Owayawa.

All grant funds shall be received and expended according to fiscal procedures required by the granting agency and fiscal procedures adopted by the Board Directors of approved grants received by the Board shall be responsible for program expenditures.

6.18 RENT INCOME/SECURITY DEPOSITS

A security deposit will be assessed on each housing unit owned by the Pahin Sinte Owayawa. This security deposit will be held by the school until such time as the tenant vacates the rental unit, and an inspection is conducted by the facilities department to determine any damage to the unit caused by abuse or neglect by the tenant. The cost of repair for any damage caused by other than normal wear and tear to the unit, and any unpaid rent or utility charges will be billed against the security deposit held by the school. Any additional amounts needed for further damages, utility bills or rent will be deducted from the employee's final pay check.

Employees must pay any remaining balance owed within thirty (30) days of vacating the unit. The Principal shall be authorized to pursue any and all legal remedies if the employee fails to make payment. Any remaining balance will be refunded to the tenant upon satisfaction of damage claims, not more than thirty (30) days after the Tenant has vacated the unit.

Daily rental fees from facilities or equipment use will be received by the business office. A deposit will also be required for security. Rates will be determined annually by the Principal and Business Manager. All rental agreements must be approved and payment received by the Business Manager prior to beginning of rental term. The Facility Manager must inspect equipment or premises after use within three (3) days of the date the unit is vacated. The Business Manager, Principal and the Facilities Manager must approve refund of the deposit.

6.19 *ADMISSIONS AND GATE RECEIPTS*

The Board shall establish rates for admissions to school-sponsored activities following consultation with the Athletic Director and Principal on an annual basis. The Athletic Director shall be responsible for monitoring of gate and admission deposits with the Business Manager and for reporting all expenditures and revenue from this resource monthly to the Board. All revenue from admissions and gate receipts shall be deposited in specific line items identified in a budget and shall be used to pay for referees, officials or any other cash expenses. Monthly reports to the Board shall include modified budget recommendations based on revenues from this resource from the previous month. Senior citizens, staff, and Board members shall have access to school-sponsored activities at no cost. Staff admitted free to school activities are required to monitor and supervise all areas of the school.

6.20 *FINES*

All fines assessed and received by the School shall be deposited in an identified budget and any fines assessed against the school shall be recorded and reported to the Board in monthly budget reports. This includes, but is not limited to, any property or equipment damage due to vandalism and/or neglect.

6.21 *INVESTMENT EARNINGS*

The Business Manager shall seek opportunities for investment of funds that are secure, provide a reasonable rate of return, and are not legally disallowed from investment, with the consent of the Board. The Board may authorize the investment of non-federal and non-state funds in securities, or certificates of deposit which produce the highest earning rate, in accounts not exceeding FDIC insurance limits per account. Federal and state funds may only be invested in:

1. Obligations of the United States or in obligations or securities that are one hundred percent guaranteed or insured by the United States; or
2. Securities that are guaranteed or insured by the United States; or deposited only into accounts that are insured by an agency or instrumentality of the United States, and are fully collateralized to ensure protection of funds, even in the event of bank failure.

The Board will approve the investment of any funds in accordance with this Policy by resolution to be filed with the Board minutes. The Principal shall make recommendations for the use of income from these investments for the Board in the annual budget. No funds invested in Certificates of Deposit or other investment instruments shall be pledged as collateral for any purchase or loan. Certificates of Deposit will be structured to ensure that the School has sufficient funds available to cover over expenditures of at least 15% for each fiscal year. No Certificates of Deposit will be cashed in early to avoid penalties. Any action on funds invested, including use of investment funds must be approved by the Principal, the Business Manager, and the School Board.

6.22 *DEPOSITORY OF FUNDS*

The Business Manager or her/his designee shall be responsible for depositing all funds of the School in identified and approved accounts and for reporting these deposits in the monthly budget report. No deposits in excess of FDIC insurance limits that are not fully secured and collateralized will be approved or permitted.

6.23 *BONDED EMPLOYEES*

Every employee who is assigned responsibility for receiving and dispensing school funds shall be bonded by a blanket bond with the cost of the bond paid by the School.

6.24 *ACCOUNTING AND REPORTING*

The Board shall be responsible for utilizing fiscal accounting and reporting procedures, upon the recommendation of the PSO Auditor, that meet applicable tribal, state and federal requirements, where required by law. The Business Manager is responsible for ensuring that all financial management procedures are implemented and followed by PSO personnel.

6.25 *FINANCIAL REPORTS AND STATEMENTS*

The Board shall adopt procedures for monthly, quarterly and annual reporting of all fiscal transactions of the school. The Business Manager is responsible for submitting required financial reports and statements to funding sources in a timely and accurate manner after submitting them to the Board for review and approval. The Business Manager must submit all checks for signature to the Board and must submit detailed accounting records showing every expenditure for Board approval at each monthly meeting prior to the expenditure of funds. The Business Manager will also provide copies of any credit card monthly statements and bank statements for review on a monthly basis. The Business Manager shall submit to the Board on a timely basis SF-435 Forms for federal funds, monthly CANS reports, and Payroll Tax reports.

6.26 *PROPERTY AND EQUIPMENT INVENTORY*

1. **Inventory.** The Business Manager shall be responsible for coordination of annual physical inventory of all property and equipment owned or in the custody of the school with the Facilities Manager. Final summary copies of all inventories shall be made available to the Board for review.

A physical inventory of the property shall be taken by the Facilities Manager or their designee, and the results reconciled with the property annually by the Business Manager and the Personnel/Property Clerk.

2. **Accounting for Inventory, Capitalization and Depreciation.** All items with an original purchase price in excess of \$5,000 shall be tagged and capitalized in the General Fixed Asset Account Group. Items with purchase price of less than \$5,000 shall be included on the detailed inventory list but will not be capitalized. Property and equipment records shall be maintained that include a description of the property, a serial number of other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition including the date of disposal and sale price of the property or trade in value. The business office will be notified immediately if any transfers take place. Depreciation shall be taken on capital property. The method of depreciation shall be the straight line method. Depreciation procedures shall be in compliance with GASB 34 regulation. Access to computerized inventory records shall be limited to the Business Office and a report will be given to the Principal.
3. **Theft or Loss of Property.** A control system shall be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
4. **Acquisition Procedures.** The following procedures shall apply when equipment is acquired:
 - a. Upon arrival, all equipment shall be delivered to the Business Office. For large equipment, the Business Office will be notified and will receive the equipment.
 - b. A receiving report shall be completed. Information shall be entered into the General Fixed Asset Account Group in the computer.
 - c. The equipment shall be tagged, by a numbered metal tag.
 - d. Individual shall then pick up the equipment.

6.26 PROPERTY

5. Surplus Property Designation.

Any school equipment, vehicles or other property that is not real property (land) that is no longer needed for School operation of programs, may be designated by Resolution of the School Board listing the specific property as surplus property to be disposed of in accordance with School Policy. Any surplus property purchased with federal funds must be disposed of in accordance with School Policy and any applicable federal agency requirements, including any applicable requirements set forth in 2 C.F.R. 200.311, 200.313 and 200.314.

6. Disposition Procedure. The following procedures apply when property other than real property is no longer needed for School programs:

- a. A disposition report shall be completed. The report must include the 1) Make and Model if applicable, 2) the VIN or Serial number, 3) the year purchased, 4) the original purchase price, 5) the source of funds for the original purchase, 6) the estimated market value based on appraisal, or online

search for similar property, 7) if the property was depreciated in the School Books and records, the percentage of depreciation applied to the property at the time of disposition and the depreciation value remaining.

b. The Disposition Report shall be presented to the School Board for approval to dispose of the property by School Board resolution. Property purchased by the School that needs to be disposed of shall be submitted to the Board for approval by resolution to be declared surplus. Final disposition of equipment will be based upon the recommendation of the Principal and the Business Manager to the Board.

d. If the purchase value of the property to be disposed of is \$10,000 or less and the property was purchased using federal or state funds, the Business Manager will check the funding conditions placed on the purchase by the federal or state agency to determine if federal or state agency approval prior to disposition of the property is required. This includes checking the requirements of 2 C.F.R. §§200.311-200.314.

e. If the purchase value of the property to be disposed of is \$10,000 or more and the property was purchased using federal or state funds, the Business Manager will seek approval from the funding agency prior to disposition. For federally funded property, the conditions of 2 C.F.R. §200.313(e)(2) may apply and if they do, they will be complied with. No property valued at over \$10,000 that is subject to the conditions of 2 C.F.R. §200.313(e)(2) will be donated to a non-eligible person or entity for less than the amount due to the federal agency.

f. If federal or state agency approval is required, and the agency approves the disposition, the item may be sold through public auction or acceptance if bids, donated to any tribal governmental entity or nonprofit educational institution, or the Board may approve for the property to be designated as a school incentive donation. For school incentive donations, the School may donate the property to any student or parent/guardian of a student through a written process for determining how the student or parent/guardian selected will be selected. The written selection process shall be determined by the Board. No person who is an employee is eligible for selection. The selection process will comply with School conflict of interest policies.

g. The equipment shall be deleted from the General Fixed Asset Account Group.

h. Property and equipment records shall be updated by the Business Office and any property declared surplus and disposed of shall be removed from the school inventory.

i. If surplus property is sold, the Business Office shall record in the school books and records the amount the property is sold for.

j. Real property held in the name of the School may not be disposed of unless the required of the laws of the Oglala Sioux Tribe are met, and if purchased with federal funds, the requirements of 2 C.F.R. §§200.311 are met, and the School board approved of the designation of real property as surplus.

6.27 *AUDITS*

Independent and advertised audits shall be made on all school accounts yearly in accordance with tribal, state and federal regulations with the Business Manager responsible for reporting the results to the Board and grantor agencies. An exit interview with the Board and the Auditor shall be scheduled prior to the submission of the annual audit. The audit report must be issued within 9 months following the end of the fiscal year.

6.28 *EXPENDITURE OF FUNDS*

The Board shall authorize, develop and utilize procedures for the expenditure or obligation of school funds that meet applicable funding guidelines. All guidelines set forth in this Policy apply to School funds. All expenditures must be approved by the School Board in advance of expenditure of the funds by Motion on the record during a Board meeting or Board Finance Committee meeting by majority vote. All expenditures shall be made in compliance with PSO Financial Management Policies and Procedures, including procurement policies and procedures.

6.29 *CHECKING ACCOUNTS*

The Board shall identify and approve, annually, of checking accounts to be used in processing fiscal transactions and payroll and identify the banking institution to which checking accounts may be maintained.

6.30 *AUTHORIZED SIGNATURE*

Only Board members and board approved designees are authorized to sign checks. The bank shall be immediately notified of all changes of authorized check signers.

1. Check Signing.

- a. All checks require two live signatures;
- b. There will be no signing of blank checks; and
- c. Checks after signature will be handled by an employee who did not prepare the checks.

6.31 CHECK WRITING SERVICES

The Payroll/Accountant is responsible for preparing and writing payroll checks and stipends on a bi-weekly or otherwise scheduled basis and the Payroll/Accountant is be responsible for writing checks for purchased services, supplies, materials, and equipment. No checks shall be written until proper procedure has been followed.

1. Check preparation.
 - a. Checks will be prepared by specific employees who cannot approve requisitions.
 - b. Before a check is prepared, the purchase order or requisition shall be compared to the vendor invoice.
 - c. Checks will only be prepared with an invoice from the vendor and not a statement.
 - d. Checks will only be prepared with approved requisitions.
 - e. All check numbers shall be accounted for.
 - f. Voided checks will have the signature portion removed.
 - g. Checks must be payable to a specific vendor and never to cash or bearer.
 - h. All supporting documentation shall be attached to checks for signature.
 - i. All supporting documents need to be cancelled when signed to avoid double payment.

6.32 PETTY CASH ACCOUNTS

There shall be no petty cash accounts.

6.33 PAYROLL PROCEDURES

Employees shall be paid according to their contract agreement on file in the Personnel Office with the following guidelines:

1. Employee payroll shall be issued on a bi-weekly basis, one week following the end of the pay period and leave accrual shall be based on the amount of hours actually worked.
2. Each pay period begins on Sunday and ends on Saturday, two weeks following.
3. No salary advances or employee or Board member loans of any kind shall be authorized for any employee or Board member. An employee who is experiencing a death in the family, or a medical emergency, may request an early check release by filing a written

request with the Principal's Office with a copy to the Business Office. No early check release will be granted earlier than the Tuesday following the end of the pay period and shall only be granted upon confirmation by the Business Office that the employee's timesheet has been submitted, is correct, and is approved by the Supervisor. Any payroll deductions in place will be honored on early check releases. The Business Office will contact the employee directly when a check is ready to be picked up.

4. No salary payments shall be made to employees who do not have an employment contract approved by the Board and signed by the employee on file.
5. Employee payroll shall not be made without a signed and completed timesheet documenting actual hours of employee service for that pay period.
6. Supervisors shall submit all timesheets by noon on the last day of the pay period.
7. Payroll direct deposits shall be issued to all employees, including the temporary or substitute employee personnel on Friday the week of payroll.
8. ALL employees must have an I-9 and W-2 form on file in the payroll office prior to receiving any payment for services.
9. A copy of each employee, temporary employees, and substitute employees must have a copy of a Social Security Card on file in the Business Office prior to receiving a payroll check.
10. Must file job certification semi-annually.
11. Payments for stipends must be approved by Principal and must be taxed accordingly.
12. Extra-Duty for athletic and activity assignments shall be paid at the completion of their extra duty activity and must be approved by the Athletic/Director and the Principal. However, all extra duty payroll checks shall be disbursed through the normal payroll process and checks shall be combined into one paycheck whenever possible.
13. Any employee whom takes the option to pro-rate their contract (if eligible) will not have the option of stopping that pro-rate.
14. Any employee with responsibility for approving timesheets and/or leave slips, or payroll functions who fails to perform their duties, or approves payroll payments without the required signatures and documentation in place, or who falsifies payroll records is subject to discipline including up to termination.”

Payroll Preparation.

1. New personnel information shall be given to the Payroll/ Accountant by the Human Resource Director.

2. Written termination notices shall be required for documentation reasons.
3. Payroll files will be kept in a secure area.
4. Attendance shall be verified for payroll hours.
5. Review of records shall be done to ensure approvals of supervisor's and Principal.
6. Overtime hours, rates and computations will be verified.
7. Rates will be verified.
8. Payroll will be overlooked by Human Resource before being sent to the bank.
9. Pay stubs are processed by someone other than the Payroll/Accountant.

Year End W2 Preparation. Total W2 wages shall be reconciled with 941's. Any W2 forms that are returned shall be held on site for 10 years.

6.34 SALARY DEDUCTIONS

The Board shall deduct and withhold from the wages of employees:

1. The amount of federal income tax required by federal law.
2. The amount of social security tax required by federal law.
3. Other taxes/fees as mandated by federal, tribal and state law. These fees shall be paid by the employee, rather than the school.
4. The amount owed to the School for rental of school owned housing based on the housing agreement, or amounts owed by employees whose housing agreement has been terminated, but who have failed to vacate the unit. The amount assessed with equal the utility charges and the rent amount charged under the housing agreement.
5. The amount owed for damage to school owned housing or property as assessed by the Principal.
6. The amounts for employee share of fringe benefit costs.
7. Any amounts owed to PSO for any travel reconciliation, penalty imposed for breach of contract or resignation not approved by the Board, and any other amounts due and owing to PSO. No Repayment Agreement authorized by the Business Manager and Principal shall exceed the length of the employee's current contract.
8. New employees are not eligible for payroll deduction until they have been employed for 90 days.

The Payroll/Accountant is authorized to approve payroll deductions for employees for scheduled payments. All employees will be authorized only three (3) payroll deductions at one time to ensure employee responsibility and vendor repayment. No re-writes will be allowed. Payroll deductions must be paid off before new ones to the same vendor may be issued. No liability for the collection of these payroll deductions will be assumed by Pahin Sinte Owayawa or the Board should the employee be terminated from employment with the school. Mandatory deductions shall be deducted or withheld first, before voluntary employee deductions are held. Under no circumstances will the Payroll/Accountant hold payroll deduction payments to the vendors.

Employees may file a request for payroll deduction on Thursday and Friday of each week. Payroll deductions filed on Thursday or Friday will be processed for the next payroll date. Payroll deductions may not be filed on any other day of the week.

The School reserves the right to accelerate demand for payment of monies, reimbursements, or payments owed to Pahin Sinte Owayawa. If an employee terminates her/his employment, or resigns without notice, the Board may hold the employee's final paycheck(s) until paid or it may offset the amount owed from the employee final paycheck.

An administrative fee may be assessed by the Business Manager after consultation by those employees utilizing salary deductions not required by law and those funds shall be deposited in the general fund to be utilized for student scholarships and school improvement projects.

6.35 EXPENSE REIMBURSEMENT (Employee/Board Travel)

Travel authorizations, statements, receipts, and other accountability documents shall be completed by all employees and Board members participating in approved off-site activities. Before a reimbursement is made to an employee or Board member for any travel expenses, it must be appropriately authorized as indicated by the following:

- 1. Travel Authorization Form and Advance.** Proper travel authorization procedures must occur for any travel when conducting official school business. A travel authorization for any employee must be approved and signed by their supervisor, the Business Manager and the Principal. Board member's travel shall be approved by the Board at an official meeting of the Board and will require a travel authorization signed by the President of the Board or Principal. No travel will be paid without a completed and approved travel authorization. Travel authorizations shall be submitted to the Business Office one month prior to the desired travel date. If travel requires flight accommodations, travel authorization shall be submitted to the Business Office one month prior to the desired travel date. Employees must fly from Rapid City Regional Airport to the training destination and back, unless authorized in advance by the Principal in extenuating circumstances. If an employee cancels their flight after it is booked the employee will be responsible for any cancellation fees incurred. Proof of training to be attended must accompany the travel authorization upon submission. Travel advances are made in the amount of 100% of the estimated total cost.
- 2. Meals.** If an employee or Board member travels overnight they will be reimbursed for meals on a Per Diem basis as per Appendix A to Chapter 301-Prescribed Maximum Per Diem Rates for the Standard Government Travel Regulations (SGTR).

3. **Per Diem.** The quarter system will be utilized for per diem reimbursement as follows: Per diem will be paid to employees and Board members for overnight trips when conducting official school business at the rate established by the federal government's travel regulations. Travel per diem on 1st and last day of travel shall be reimbursed at the rate of 75%, regardless of when you leave. If training or travel is less than 12 hours, per diem, shall not be issued. Any meals included in registration fees to attend a conference, training or meeting will not be reimbursed by the school.

Receipts for any meals for which per diem has been issued shall not be required if a Travel Report is filed.

Allowance that is given for taxi or luggage or shuttle fees will be given at a rate of \$25.00 per day unless the actual cost is known for each day until the actual receipt is provided.

4. **Travel Report.** Upon return from approved travel, the employee or Board member must submit a travel statement for reimbursement, or documentation of actual expenses incurred from a travel advance already received by the employee or Board member. No travel will be authorized for an employee or Board member who has not completed a travel statement within the timeline from a previous trip. Travel receipts must be submitted within ten (10) calendar days of the final day of travel, or the full amount of travel funds disbursed will be withheld from paychecks or stipend checks until all travel is repaid or a Travel Report is filed. All travel statements shall be submitted within ten (10) calendar days following return from authorized travel for which an advance was received.

The cost of any travel advance owed to the school shall be deducted from future checks of the employee or Board member check in full until all amounts owed are repaid if a travel statement has not been submitted from a previous trip and the reimbursement owed to the Board has not been repaid within ten calendar days of the final day of travel. Any employee or Board member receiving a travel advance and does not attend shall return the advance immediately. Any employee or Board member who has not fully repaid amounts owed for travel shall not be approved for Travel and may not travel until all amounts owed are repaid. **Any employee who fails to file a Travel Report for a trip will be prohibited from future travel.**

If travel is disrupted due to weather emergency or family emergency, the traveler will contact the Business Office and their Immediate Supervisor immediately. The Principal and Business Manager shall determine the amount of travel advance allowable up to the point of travel disruption and including the amounts necessary to return home from travel. All funds in excess of this amount must be reimbursed to the school.

5. **Receipts.** Employees and Board members submitting travel reports are required to attach receipts prior to reimbursement. Failure to attach receipts shall result in the employee or Board member having to reimburse the school for amounts not substantiated by receipts. No handwritten receipts shall be accepted as proof of lodging, meals, or travel expenses. If attending a conference or workshop, the Board member or employee

shall complete a travel report and submit with travel statement. The School shall withhold from any stipend to a Board member or any payroll check to an employee amounts not reconciled or repaid within five (5) business days of the return from travel.

6. **Lodging and Miscellaneous Expenses.** These costs may be reimbursed to employees and Board members based on federal travel lodging rates given according to GSA rates. Receipts must be present to substantiate costs incurred. If the School pays for lodging and an employee or Board member does not notify the Business Manager forty-eight hours prior to the reservation date that they will not be attending, the employee or Board member shall be responsible for the cost of lodging. Any lodging rates in excess of federal per diem rates may be approved in emergency circumstances if it can be demonstrated that no other lodging is available.
7. **Mileage Claim.** Mileage for use of employee or Board member's personal vehicle for official school business shall be paid at established SGTR travel rates. To be eligible for mileage reimbursement, travelers must complete a mileage sheet (within one month upon completion of travel), and possess a valid Driver's License and insurance. This mileage sheet must give the detail of the miles traveled such as the start and stop times, destination from and to, the number of miles traveled, and a calculation of the reimbursement due the traveler. Employee's immediate supervisor and Principal must also approve the reimbursement. A quorum of the Board must approve a Board member's mileage. The use of private vehicles to travel, when airline travel is available will only be reimbursed up to the cost of the ticket or the mileage rate, whichever is lower in cost.

6.36 PURCHASING

The Board shall ensure that all purchases are made in the best interest of the school and comply with tribal, state and federal rules and regulations. Employees must utilize purchasing procedures, which will be processed through the Business Office in the following manner:

1. **Purchasing Requirements.** Staff needing supplies must complete and sign a purchase request and submit it to their immediate supervisor listing the pertinent information and name of the vendor. Supervisors will ensure need and available funding to cover expenditures noting account number on purchase requisition. The immediate supervisor will verify their approval through a signature. The Principal and Business Manager will approve for reasonable budgeted expense. Expenditures exceeding \$10, 000 must be procured in accordance with the competitive procurement policy requirements set forth herein, and they must have Board approval. The Account coding must be in compliance with the funding restrictions on uses of funds set forth in this Policy and federal law. The Business Office will comply with its internal purchasing procedures set forth in the Business Office Procedures Manual in addition to this Policy.
 - a. Purchase requests shall be submitted to the Business Office one week prior to the desired purchase date. Upon submission to the Business Office a purchase order will be prepared with the following exceptions:

- i. Board stipends will be paid from preliminary board minutes, voucher and the attendance roster, and shall be subject to payroll procedures and necessary withholding.
 - ii. Travel authorizations will be used when requesting permission and an advance to travel for the school.
 - iii. All out of state travel with students must be approved by the Board (with the exception of towns located within a 125-mile radius).
 - iv. Daily meal rates are established by the Board for both adults and students and shall be reimbursed at the established federal GSA rate.
- b. Student Activities purchases only require a purchase requisition.
 - c. Recurring expenses. (i.e. monthly utilities, etc.) Utilities and fixed costs require voucher approval by the Business Manager. Once proper approval signatures are affixed, this form shall be attached to the invoice and follow the Schools General Purchasing procedures as outlined above.
 - d. Contractual services must have with a Board approved written contract.
 - e. Expenses approved by the Board will be documented with a copy of Board minutes and approved requisition, invoice or contract.
 - f. The Purchasing/Travel/AP Clerk shall enter the information from the purchase request form into the computer and will verify the purchase/purchases will not over spend the budget. A purchase order will be printed and given back to the Business Manager for signature.
 - g. The purchase order shall be two-part and pre-numbered. One copy will go to the employee or vendor who requested the item, one shall be filed in the business office until the goods are received. Purchase orders are not to be open for an amount of more than 90 days unless approved by the Business Office; they are to be used for the one time they are intended for.
 - h. Once goods are received, the copy of the purchase order (or acceptable documentation) stated in (2) above, will be filed in the Business Office and will be compared to the goods received. If no variances exist, the Purchasing/Travel/AP Clerk shall prepare the requisition and attach the purchase order, (or acceptable documentation) purchase request and invoice. This packet of information will be given to the Business Manager who shall verify all the necessary information is included. If all necessary information is included, the Business Manager shall sign the requisition and process for payment.
 - i. Orders not received after sixty (60) days will be canceled.

- j. Emergency purchases may be made with the concurrence of the Business Manager and Principal. Their approval shall be documented by dual signatures on the reimbursement form. However, emergency purchases will only be made if the public exigency or emergency for the procurement will not permit a delay resulting from competitive procurement, in compliance with Section 2(e) below.
 - k. Absolutely no ordering for supplies, materials, equipment or any type of service will be done without a purchase order. Staff are liable for payment of purchases made without a purchase order.
 - l. When purchasing goods, services, labor or supplies in excess of \$10,000.00, the competitive procurement process in this Section must be used.
2. **Competitive Procurement Required.** Competitive procurement is required for all purchases in excess of \$10,000.00. The Competitive Procurement Chart is attached to this Policy as **Appendix 19**. There are three methods of competitive procurement:
- a. **Three Quotes.** Any purchase of goods or services based upon price only valued at less than \$250,000.00 in the aggregate in one year or for a contract not exceeding one year may be obtained by soliciting three quotes from vendors. The quotes must be in writing and submitted to the Board for consideration and approval prior to purchase.
 - b. **Sealed Bids.** Sealed bids will be used any time the School is soliciting construction contract for services. For Sealed bids in excess of \$250,000.00, the School shall advertise for not less than two weeks in newspapers of general circulation specified by the School Board a Solicitation for Bids. For Sealed Bids less than \$250,000.00, the School shall solicit quotes from no less than three (3) contractors. The Board reserves the right to reject any and all bids, to negotiate with all bidders in the event the low bid is in excess of the funds available, and provided the Board offers the same terms for negotiation to all bidders. The Board may re-advertise any Solicitation for Bids it deems appropriate and in the best interests of the School. No Solicitation for bids will be approved or advertised until and unless the appropriate specifications and technical drawings where applicable have been included in the Bid package in order to ensure the School receives quality construction work. Sealed bids shall be kept in the Business Office in a secure location until opened by the School at a public bid opening. A bid tabulation sheet will be used to tabulate all bids received.
 - c. **Requests for Proposals.** The School may solicit a Request for Proposals in any circumstance in which price is not the only factor. The RFP advertised shall include the criteria and assign a point values to each criteria the selection will be made on. For Requests of Proposals in excess of \$250,000.00, the School shall advertise for not less than two weeks in newspapers of general circulation specified by the School Board a Solicitation for Proposals.

For Requests for Proposals less than \$250,000.00, the School shall solicit quotes from no less than three (3) contractors

- d. **Competitive Bidding Procedures.** All contracts and open market orders to be awarded shall consider the quality of materials desired and their contribution to school and program goals. All contracts which require public advertising and competitive procurement shall be awarded by the Board upon the recommendation of the Principal. All contracts for and purchases of supplies, materials, equipment and contractual services, with the exception of textbooks, in the amount of \$10,000 or more shall be based on competitive bids or quotes, or proposals with a minimum of two (2) bids, quotes or proposals. All competitive procurements shall be:
 - i. Submitted in a sealed envelope when delivery to PSO is required. For quotes under \$250,000.00 PSO may permit email delivery of the quotes;
 - ii. Addressed to the Pahin Sinte Owayawa Board;
 - iii. Plainly marked with the name of the contractor at the time of opening; and
 - iv. For solicitations over \$250,000.00, opened in public at the time specified with all contractors invited by the Principal to be present by videoconference, telephone, or in person.
- e. **Non-Competitive Bidding.** The School will not utilize sole source awards except when:
 - i. The School Board has determined the item is only available from one source, such as textbook replacement books; or
 - ii. There exists a public emergency that would result in the loss of property or life or injury of persons if not remedied by procurement immediately without delay; and
 - iii. The School Board has evaluated the bid or proposal received and the Business Manager or Department Supervisor has performed a cost analysis and determined the price is reasonable and in accordance with market pricing.
 - iv. Emergency purchases may be made if the public requirement will not permit a delay resulting from competitive solicitation. The Board must indicate the emergency in its official minutes and attempt to secure two competitive quotations.
- f. **Indian Preference:** The School shall provide Indian Preference in contracting to any vendor or contractor who is TERO certified by the Oglala Sioux Tribe. For RFP's the Board shall specify the total number of points assigned for Indian

preference not to exceed 15% of the total point value. For Bids or quotes, the School Board shall apply the X factor in contracting as follows:

- i. The School shall make an award under unrestricted solicitations to the lowest responsive bid from a qualified Indian-owned economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more that “X” higher than the total bid price of the lowest responsive bid from any qualified bidder. The factor “X” is determined as follows:

When the lowest responsive bid is:

- a) Less than \$100,000: 5% of that bid, or no more than \$9,000.
- b) At least \$100,000 but less than \$200,000: 4% of that bid, or no more than \$16,000.
- c) At least \$200,000 but less than \$400,000: 3% of that bid, or no more than \$21,000.
- d) At least \$400,000 or more: 1% of that bid, or no more than \$24,000.

- ii. PSO shall comply with the Oglala Sioux Tribe TERO Ordinance and regulations. For all procurements valued in excess of \$2,500.00, PSO shall either:

- a) Restrict the solicitation to TERO certified entities, and if PSO does not receive two or more TERO certified responses, contact TERO to obtain TERO approval to issue an unrestricted solicitation; or
- b) Issue an invitation to submit a bid or proposal not less than 14 days before the opening date of the solicitation, and coordinate with the OST TERO Office to ensure all TERO certified qualified firms are invited to respond to the solicitation. If PSO does not receive two or more statements of intent to respond to the solicitation form TEOR certified firms, PSO shall coordinate with TERO to obtain authorization to issue an unrestricted solicitation.

- g. **Notification to Bidders, and Proposal Submissions.** All entities or persons submitting a competitive bid, quote or proposal will be notified in writing when their submission is not selected. Notice of Award shall be issued to the entity or individual who is awarded a contract.

- h. **Dispute Resolution.** All written contracts will specify a dispute resolution mechanism. If any procurement does not specify a dispute resolution mechanism, the process shall be that a bidder or contractor may file a dispute or grievance in

writing with the Principal who shall make a decision within five (5) business days of receipt of the dispute or grievance. If not satisfied, the Contractor or Bidder must submit a written appeal to the School Board within three (3) business days of receipt of the Principal's decision. There shall be no appeal from the Decision of the School Board. The School Board may act based upon the written dispute or grievance and the Principal's response, or may provide for a hearing at its discretion.

- i. **Renewal of Contracts.** Bids with vendors shall be re-advertised every five years unless earlier advertised by Board action.

6.37 QUALITY CONTROL

The Business Manager or his/her designee shall be responsible for assessing the quality and performance of purchased services and items and to measure the cost-effectiveness of department purchases. This information shall be reported to the administrator monitoring the specific program and the Board.

6.38 SPECIFICATIONS

All items and services purchased by the Board shall meet safety, health, and other identified specifications to assure quality and safety. The Business Manager shall be responsible for developing, monitoring and adhering to identified merchandise and service specifications utilized by the school, except for facilities contracts which will be the responsibility of the Facility Manager.

6.39 PURCHASING GUIDES AND VENDOR LISTS

The Purchasing/Travel/AP Clerk shall be responsible for disseminating information to staff and vendors concerning purchasing and procurement guidelines.

The Purchasing/Travel/AP Clerk shall be responsible for acquiring and maintaining vendor lists and catalogs and for disseminating updated listings of available catalogs for use by personnel.

6.40 STUDENT ACTIVITIES FUND MANAGEMENT

All money, or donations of goods or services received by students and staff for student activities shall be turned over to the Business Office immediately. Failure to promptly turn funds over will result in disciplinary action. All fundraising and concessions for school events will be done by classes and groups of Pahin Sinte Owayawa.

1. The Business Office Responsibilities.
 - a. Designate employees responsible for the receipt, deposit, and recording of all student activities revenue and all procedures required for verification of funds received at the time they are received on a Form for tracking the funds with two individuals counting the funds.

- b. Designate employees to order, process, and pay bills for the student activities fund.
- c. Prepare monthly financial reports, review with related student sponsors and present to the Board at their monthly finance meetings.

2. The Activities and Athletic Director Responsibilities Include.

- a. Organize volunteers to run concession stand or activities as per the student activities calendar.
- b. Check out the cash box from the business office prior to opening of activity.
- c. Return all cash and checks to the Business Office as soon as possible after the scheduled activity. The student sponsor retains responsibility for all cash until turned into the business office. A double count of cash shall be made by the Purchasing/Travel/AP Clerk and the sponsor upon return of the cash box.
- d. Be responsible for reviewing student activity fund financial reports prepared by the business office and notify them of any errors at the Board's monthly budget meeting.
- e. Prepare the Athletic calendar for the school year.
- f. Orders all supplies needed for concession stands as well as supplies and materials for scheduled activities.
- g. The sale of foods and beverages of minimal nutritional value shall be prohibited throughout the school grounds between the start of the school day and the end of the last lunch period.
- h. Shall assume the duties of student activity sponsors in their absences.

3. Respective Principal's Responsibilities.

- a. Be responsible for assignment of concession stands.
- b. Notify concessionaire of the applicable policies, procedures and fee/collection schedules.

6.41 CASH AND CHECKS

The Pahin Sinte Owayawa is not responsible for any lost or stolen cash, or checks.

1. Cash Receipts.

- a. Incoming mail shall be opened and received by the business office.

- b. The list of received mail shall be maintained by the Purchasing/Travel/AP Clerk.
- c. Checks shall be endorsed “for deposit only” by the Business Manager as soon as the check is received.
- d. Pre-numbered cash receipts shall be prepared for all money transactions.
- e. The Payroll/Accountant shall enter cash receipts in the book of original entry.
- f. Receipts (checks and currency) shall be deposited within two weeks of receipt.
- g. Cash receipts shall be kept in a safe with limited access until the time of the bank deposit.
- h. The business manager shall prepare the deposit.
- i. Currency receipts shall be reconciled to the pre-numbered receipts, during the bank reconciliation process.
- j. The use of the receipted in material is strictly prohibited.

2. Cash Disbursements.

- a. Checks shall be pre-numbered and used in sequence.
- b. Blank check stock shall be stored in a secure container.
- c. Only persons authorized to prepare checks shall have access to blank checks.

3. **Bank Reconciliation.** Bank accounts will be reconciled within 30 days after the end of each month. The Board shall be provided with a copy of the bank reconciliations monthly. Reconciliations will be made by the business manager, or the CPA if the School has retained a CPA to provide accounting services. A board member shall open the bank statements and look over, initial and give to the business manager to reconcile.

The procedure shall include the following with respect to deposits:

- a. Comparison of date and amount of deposits on bank statement and cash receipt journal.
- b. Items rejected by the bank due to insufficient funding will be documented.

The procedure for all bank statements shall include:

- a. Comparing cancelled checks for authorized signatures.
- b. Account for the sequence of check numbers.

- b. Examine cancelled checks for authorized signatures.
- c. Examine cancelled checks for alterations.
- d. Review voided checks.

Bank reconciliations will be reviewed and initialed when complete.

Checks outstanding for more than 90 days shall be stopped, voided, and re-issued after being examined and deemed outstanding.

No personal or business checks shall be accepted unless a copy of the Driver's License is made, and the address and telephone number are verified. Out-of-state checks shall not be accepted.

6.42 FUND BALANCE POLICY REQUIRED UNDER GASB STATEMENT NO. 54.

1. **Purpose.** The following policy has been accepted by Pahin Sinte Owayawa Board in order to address the suggestions of Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Definitions. The policy is produced in consideration of unexpected events that could adversely affect the financial condition of the School and jeopardize the continuation of necessary public services. This policy will safeguard that the School maintains adequate fund balances and assets in order to:

- a. Provide adequate cash flow for daily financial needs;
- b. Secure and uphold investment ratings;
- c. Offset significant economic downturns or revenue deficits;
- d. Provide funds for unexpected expenditures related to emergencies

This policy and the procedures circulated under it supersede all previous regulations concerning the School's fund balance and reserve policies.

2. **Fund Type Definitions.** The following definitions will be used in recording activity in governmental monies throughout the School. The School may or may not report all fund types in any given reporting period, based on genuine conditions and activity.

The general fund is used to justify for all financial resources not accounted for and stated in another fund.

Special revenue funds are used to account and report the profits of specific revenue sources that are restricted or dedicated to expenditure for specific purposes other than liability service or capital projects.

Debt service funds are used to account for all financial resources regulated, committed or allocated to expenditure for Principal and interest.

Capital project funds are used to account for all financial resources regulated, committed, or assigned to expenditure for the acquirement or production of capital assets.

Permanent funds are used to account for assets restricted to the extent that only incomes, and not Principal, may be used for purposes that maintenance the School's purpose.

3. **Fund Balance Reporting in Governmental Funds.** Fund balance will be stated in governmental funds under the following classifications using definitions delivered by GASB Statement No. 54:

a. Non-Spendable Fund Balance.

i. **Definition.** Includes amounts that cannot be disbursed because they are either (a) not in spendable form or (b) legally or contractually required to be retained in-tact.

ii. **Classification.** Non-spendable amounts will be firm before all other classifications and consist of the following items (as appropriate in any given fiscal year):

- a) The School will retain a fund balance equal to the balance of any long term unresolved balances due from others (including other funds of the School)
- b) The School will retain a fund balance equal to the value of inventory balances and prepaid items (to the point that such balances are not offset with liabilities and essentially result in fund balance)
- c) The School will maintain a fund balance equal to the amount (Principal) of any permanent funds that are legitimately or contractually required to be retained in-tact
- d) The School will retain a fund balance equal to the balance of any land or other nonfinancial belongings held for sale

b. Restricted Fund Balance.

i. **Definition.** Includes amounts that can be spent only for the specific commitments specified by the constitution, external resource providers, or through enabling regulation.

- c. Committed Fund Balance.
 - i. **Definition.** Includes amounts that can be used only for the specific commitments determined by an official action of the School's highest level of decision-making ability (i.e. the School Board).
 - ii. **Authority of Commit.** Commitments will only be used for specific determinations pursuant to an official action of the School Board. A majority vote is required to accept a commitment and a two-thirds majority vote is required to eliminate a commitment.

- d. Assigned Fund Balance.
 - i. **Definition.** Includes amounts intended to be used by the School for specific purposes but do not meet the criteria to be categorized as restricted or committed. In governmental funds other than the general fund, allocated fund balance embodies the remaining amount that is not restricted or committed.
 - ii. **Authority to Assign.** The Pahin Sinte Owayawa Board gives to the administrator or their designees the authority to assign amounts to be used for specific commitments. Such obligations cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any specific fund.

- e. Unassigned Fund Balance
 - i. **Definition.** Includes the outstanding classification for the School's general fund and includes all spendable amounts not enclosed in the other classifications. In other funds, the unassigned classification should be used only to report an insufficiency balance from overspending for specific commitments for which amounts had been restricted, committed, or allocated.

- 4. **Operational guidelines.** The following recommendations address the classification and use of account balance in governmental funds:
 - a. **Classifying Fund Balance Amounts.** Fund balance classifications illustrate the environment of the net resources that are reported in governmental fund. An individual governmental fund may include non-spendable means and amounts that are restricted, committed, or assigned, or any arrangement of those classifications. The general fund may also include an unassigned quantity.
 - b. **Encumbrance Reporting.** Encumbering amounts for specific commitments for which means have already been restricted, committed or assigned should not result in separate demonstration of encumbered amounts.

Encumbered amounts for definite purposes for which amounts have not been previously restricted, committed, or assigned, will be classified as committed or assigned, as correct, based on the definitions and standards set forth in GASB Statement No. 54.

- c. **Prioritization of Fund Balance Use.** When expenditure is acquired for purposes for which both restricted (committed, assigned, unassigned) amounts are obtainable, it shall be the policy of the School to consider restricted amounts to have been condensed first. When an expenditure is acquired for purposes for which amounts in any of the clear fund balance classifications could be used, it shall be the policy of the School that committed amounts would be reduced first, followed by allocated amount then unassigned sums.
- d. **Minimum Unassigned Fund Balance.** The School will retain a minimum unassigned fund balance in its General Fund alternating from 10 percent to 15 percent of the succeeding years budgeted expenditures and outgoing transfers. This minimum fund balance is to protect against cash flow shortfalls related to timing of proposed revenue receipts and to maintain a budget maintenance commitment. Starting in Fiscal Year 2023, no recurring salaries or vehicle loans will be paid for from the General Fund to ensure the General Fund is available to cover school related expenditures. Expenditures from the General Fund must be approved by the Principal, the Business Manager and the Board.
 - i. **Replenishing Deficiencies.** When fund balance drops below the minimum 10 percent range, the School will replenish shortages/deficits using the budget plans and timeframes described below. PSO shall not deficit spend any federal funds. The Board, the Principal, and the Business Manager shall not approve any expenditures that would result in a deficit in any PSO federal funds, or a deficit in the General Fund.
 - ii. The following budgetary plans shall be utilized by the School to replenish the General Fund when the General Fund balance is less than 10% of the prior year's annual budget:
 - a) The School will reduce recurring expenditures to reduce any fundamental deficit in the General fund balance required under this Policy;
 - b) The School will increase proceeds or pursue other funding sources;
 - c) Some arrangement of the two options above
 - iii. Minimum fund balance deficiencies shall be replenished within the resulting time phases:

- a) Insufficiency resulting in minimum fund balance between 12.5 percent and 15 percent shall be refilled over a period not to surpass one year.
- b) Insufficiency resulting in a minimum fund balance between 10 percent and 12.5 percent shall be refilled over a period not to surpass three years.
- c) Insufficiency resulting in a minimum fund balance of less than 10 percent shall be refilled over a period not to exceed five years

5. **Implementation and Review.** Upon acceptance of this policy the Pahin Sinte Owayawa Board approves the Business Manager and Principal to establish any standards and processes which may be necessary for its implementation. The Business Manager and Principal shall review this policy at least annually and make any endorsements for modifications to the Pahin Sinte Owayawa Board.

6.43 **CREDIT CARD POLICY**

- 1. **Purpose.** The purpose of the School Credit Card Policy will be to allow the School to utilize a credit card for approved travel, procurement purchases and other official business. There shall only be one Credit card held in the name of the Pahin Sinte Owayawa and the Principal. PSO shall not use nor possess a debit card attached to any PSO checking account. The Board reserves the right to approve or disapprove a PSO credit card account to ensure adequate internal controls. No Credit Card or Retail card shall be authorized without a Board resolution approving such account.
- 2. **Limits.** The Card will be limited to a maximum credit line not to exceed \$10,000.00 as set by the School Board who will determine the limit on a basis of need and the entities, approved budget, and be for business expenditures ONLY.
- 3. **Conditions of Use.**
 - a. The Credit Card cannot be used:
 - i. To obtain cash advances from banks, credit unions, automatic teller machines, stores/vendors, casino or any other financial institution.
 - ii. For personal transactions. (i.e., transactions for the benefit of anyone or anything other than the School).
 - iii. For any travel expenses or other business related expense that the School has already provided a travel advance check.
 - iv. Purchases made by any person who is not a full-time School employee, and who is not on probationary or temporary status.

- v. Any transaction not previously approved by action of the School Board, unless there is an emergency circumstance that will result in risk to health and safety in which case the Principal may authorize the expenditure.
 - b. The Credit card may be used for only the following transactions, provided that all transactions require Board approval by motion or resolution prior to use of the credit card, unless there is an emergency circumstance that will result in risk to health and safety in which case the Principal may authorize the expenditure.
 - i. Office travel related expenses, including airline tickets, hotel reservations, and automobile rental reservations for which the School has not provided a travel advance.
 - ii. Official School business where a check is not accepted by the vendor as an acceptable form of payment, when approved.
 - iii. Internet procurement: When in the best interests of the School and approved for any expenditure not exceeding \$5000.00.
4. **Handling of the Credit Card.** The Credit Card will be stored in the Business Office safe, by the Business Manager. Any requisition in which the credit card use is requested must be submitted to the Department Supervisor, then to the Principal, who will submit the request to Business Manager for signature, except in travel emergency, which will be submitted to the Principal directly. The Business Manager will obtain Board approval, except for emergencies which may be approved by the Principal. After receiving approval, the Purchasing/Travel/AP Clerk shall requisition any items or services with the Principal present during the actual purchasing.
5. **Breach of Policy.** Breach of this policy will lead to disciplinary action against the employee in accordance with the Personnel Policy. This may include termination and/or prosecution. In all cases of misuse, the School reserves the right to recover any monies from the employed credit cardholder/user. The employed cardholder/user will be required to sign a declaration authorizing the School to recover, from their salary or retirement the amount of purchase that have not been reconciled or the unauthorized purchase(s). If it is determined that the credit card is used for any illegal purposes or other purposes that warrant prosecution, the employee will be prosecuted to the full extent of the law.
6. **Monthly Card Statement.**
- a. Credit Card expenditures must be reconciled by Business Manager within 15 business days of the Statement Date.
 - b. Violation of this Policy will result in removal of credit card privileges by the Board. The School Board may authorize cancellation of the Principal's

authority to use a Credit Card. Further disciplinary action may be taken, up to and including suspension, termination and prosecution.

- c. Card purchases without receipts are ultimately and responsibility of the Cardholder/User. A failure to provide receipts or credible explanation for the unsupported expenditure shall result in a payroll deduction from the cardholder/user. The payroll deduction will be for the entire amount un-reconciled in one lump sum pay, unless the payroll check does not cover the expense, in which case additional payroll deduction shall be taken until the balance is paid in full.
- d. Lost or stolen cards must be reported by the Cardholder/User immediately to the named Cardholder, the Business Manager and the School Board and cancelled immediately.

7. Records Management.

- a. All documentation associated with the payment of the Credit Card will be maintained by Business Office.
- b. Original receipts for all Credit Card transactions will be retained by the Business Office.
- c. A copy of the credit card monthly statement shall be included with the Board monthly financial report for Board review.

8. Termination of Employment.

- a. Prior to departure or termination of duties, the cardholder/user must reconcile all expenditures since the last statement.
- b. It is the responsibility of the departing cardholder/user to ensure that his/her purchased receipts are settled prior to departure.
- c. If the cardholder/user is in possession of the card upon termination of employment the card must be surrendered to the Human Resources Officer as part of the exit process.
- d. The Business Manager shall ensure the card is cancelled prior to the end of employment for an employee.

6.44 CELLULAR PHONE USE AND ASSIGNMENT

The School Board may authorize by motion or resolution the assignment of cellular phones to employees and Board members for business use on an as needed basis, and within the budget limits established for cellular phones.

1. **Allowable Use of PSO Cellular Phones.** PSO assigned cellular phones are assigned for the business needs of the school. Staff assigned cellular phones may be used for the following purposes:
 - a. To make and receive business related calls within the United States.
 - b. To check emails in case of emergency or absence from the worksite. The school has a limited data plan, and has assigned cellular phones to numerous personnel. Every time a phone is used to check email, this requires data usage. For this reason, the phone should not be used to check email unless there is no other available method of checking email, and there is a business need to check email before the employee can gain access to a computer. Such need may be present when the employee is on travel status en route to a destination.
 - c. To receive or make personal calls when there are no roaming charges or other use charges applicable for personal emergencies, or when on travel status and there is a personal issue that needs to be addressed, and the employee or Board member does not have access to another method of communication such as other phone or computer. If there are charges to the School cellular phone resulting from any such use, the employee or Board member will be responsible for payment of the charges. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.

2. **Disallowed Uses of PSO Cellular Phones.** The following uses of cellular phones are prohibited:
 - a. Use to download data or programs including but not limited to: ringtones, game applications, documents except as a necessary part of checking business emails where no other access to a computer or phone is available and there is an emergency need to review the document.
 - b. Checking social websites including but not limited to Twitter, Snapchat, and Facebook.
 - c. Accessing internet sites when there is not a business need for such activity.
 - d. Making of any international calls or personal calls where roaming or other charges apply.
 - e. Allowing any other person to use the cellular phone for any purpose not related to school business.

The school is on a shared data plan. Therefore, any use for downloading of documents or use of navigation programs necessary for emergency business purposes must be reported in writing to the Business Office for tracking. Any data use charges to the

School resulting from use for unauthorized purposes under this Policy will be charged to the cellular phone assignees of the phones on a prorated basis based on the report of data usage of each phone. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.

3. **Lost or Damaged Phones.** Any employee or Board member assigned a cellular phone who loses the phone, or whose phone is damaged must report the loss or damage immediately to the Business Office. The employee or Board member will be responsible for paying any charges to the School for replacement or repair of the cellular phone. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.
4. **Misuse of Cellular Phones.** Any violation of this Policy or misuse of a cellular phone will result in disciplinary action under the Personnel Policy. It may also result in the revocation of cell phone assignment at the discretion of the School Board.

6.45 FINANCIAL RECORDS MANAGEMENT

All School Financial records shall be maintained in the Business Office. No PSO Personnel are authorized to remove any Business Office files, documents or records from the Business Office without specific written permission of the Business Manager. Such written permission will include a listing of the records to be removed from the Office, and the purpose for removal of the record from the Business Office. A log of all files leaving the Business Office will be maintained in the Business Manager's Office.

1. No copies of Business Office records may be made by employees for any purposes that do not relate to official PSO business. If third parties outside of PSO request a copy of business records, those requests must be sent to the Business Office Manager for approval before a copy of records is made, and before such records are released. The Business Office Manager will maintain a log of all releases of records to third parties.
2. No Business Office employee is authorized to destroy, shred, or otherwise dispose of any Business Office records without completing a Records Destruction Form, approved by the Business Office Manager.
3. No Business Office employee is authorized to release or disclose financial records to third parties without the written approval of the Business Office Manager.
4. PSO employees are not authorized to access financial records, whether in electronic form or in hard copy form, for purposes that do not relate to official PSO business.
5. All financial records shall be maintained and shall not be destroyed for a period of five (5) years after the completion of an audit for the fiscal year to which the records relate, unless the records relate to ongoing litigation or investigation, in which case they will be maintained for a period of five (5) years after the completion of the litigation or investigation.

FINANCIAL MANAGEMENT AND THE BUSINESS OFFICE PROCEDURES MANUAL

Pahin Sinte Owayawa Business Office Procedures Manual. The Pahin Sinte Owayawa Business Office is implementing the following required procedures to ensure effective implementation of financial internal controls. All PSO Business Office Personnel are responsible for adhering to the procedures set forth in this Procedure Manual.

Failure of PSO employees to comply with the requirements set forth in these procedures will result in non-approval of requested purchasing or payments and may result in personnel discipline up to and including termination of employment. Any variance from the procedures required by this Manual must be approved by the Business Office Manager and the PSO Principal in writing.

I. Payroll Procedures.

- i. Timesheets shall be prepared by the Business Office. The Department Manager is responsible for making sure all signed leave slips with supervisor approval are submitted to the Business Office the Friday before payroll.
- ii. Leave Slips must have the Supervisor signature and must be filed with the Business Office Payroll Accountant.
- iii. The Payroll Accountant will issue the prepared timesheet to each Department Supervisor to check for accuracy and the employee will sign the timesheet.
- iv. The Department Supervisor will deliver the timesheet with approved leave slips attached to the Payroll Accountant.
- v. The Payroll Accountant will then enter time for payroll into the Payroll system.
- vi. Accrued leave will be adjusted based on the timesheets by the Payroll Accountant when entering time and the Payroll Accountant will review the accrued leave and do a reconciliation quarterly. A quarterly accrued leave report will be provided to the Business Manager for approval by the 28th day following the end of each quarter on January 28th, April 28th, July 28th, and October 28th.
- vii. The Payroll Accountant prepares the payroll checks.
- viii. The School Board bank signatories are provided with the payroll check and direct deposit report and documentation on each payroll check and sign Payroll checks.

- ix. Once the Payroll Accountant enter time, prepares and processes payroll then, the Business Manager downloads the file and then uploads the file to the financial institution for direct deposit to all employee bank accounts and files report to file. The Payroll Accountant will then process payroll vendor checks, reconcile, give to board for signature, then give to Receptionist for mailing or pick up.
- x. Before any leave payout is made to any employee for any reason, the Payroll Accountant will check the Accrued leave report and obtain approval from the Business Manager.

II. Purchasing Procedures.

- a. The PSO Employee fills out a requisition for purchase or service with a quote and gets approved and signed off by their Supervisor, Superintendent and the last to sign and code will be Business Manager if funds are available, (3 Quotes will be needed for Purchase over \$3,000 and School Board approval with signature).
- b. A Purchase Order is completed by Purchasing / Travel / AP Clerk and faxed or emailed to the vendor or picked up by requestor.
- c. Once supplies and materials are delivered to the school, the Accounts Payable/Inventory completes the receiving procedures. She then gives invoices and packing slips to the Purchasing / Travel/AP Clerk. The Accounts Payable/Inventory Clerk will tag any items with an original purchase price in excess of \$5,000 at the time of receiving and then she/he will also add make entry into the School Accounting Software inventory fixed asset system in the General Fixed Asset Account Group. Items with purchase price of less than \$5,000 shall be included on the detailed inventory list but will not be capitalized.
- d. Property and equipment records shall be maintained by the Accounts Payable/Inventory Clerk that include a description of the property, a serial number of other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition including the date of disposal and sale price of the property or trade in value.
- e. The Accounts Payable/Inventory Clerk shall reconcile the annual inventory conducted by the Facilities Manager with the Inventory Records of the School annually on or before august 1st of each year. The Business Manager shall review and approve the annual inventory of the School on or before August 30th for presentation to the School Board.
- f. The Payroll Accountant then compares the Purchases Order to the invoice for accuracy.
- g. Payroll Accountant then gives invoice attached with purchase order to Accounts Payable/Inventory Clerk to prepare and process the voucher.

- h. Vouchers are given to Payroll Accountant to review for accuracy.
- i. Once reviewed by the Payroll Accountant, the Voucher and all documentation is given to Business Manager for approval signature on the voucher.
- j. Vouchers are then given back to the Accounts Payable/Inventory Clerk to process payment.
- k. The School Board authorized signatories are called in to sign the checks and are provided with all documentation to review.
- l. Checks are then given to Accounts Payable/Inventory Clerk for processing, mailing and disbursement if needed.

III. Schedule of Financial Reports.

The following Business Office activities and the dates such activities must be completed by are listed in this section. It is the responsibility of the Business Manager to ensure the reports and activities are timely prepared for submission.

- a. Filing on the bank Recs, payroll taxes paid report and monthly CANS reimbursements are due by the 28th day of the following month.
- b. Quarterly reports: BIE Form 425, IRS 941's, Unemployment report, Project Aware Reimbursement Reports will be completed by the Business Manager before the due date on the 28th day of the month after the quarter ends, on April 28th, July 28th, October 28th and January 28th.
- c. Annual CANS application is due August 15th.
- d. Annual Financial report, annual accrued leave and projected Budget for the new year are all due at the July Finance meeting.
- e. Annual financial report to BIE is due September 30th for previous year.
- f. Annual Financial Audit is due by March 31st for the previous fiscal year.

PSO Financial Management Board Report Documents Checklist

The following Checklist lists all documents the Board is to receive from the Business Office on a monthly and a quarterly basis as part of the financial report to the Board.

I. MONTHLY BOARD REPORTS - The Monthly Financial Board Report will include the following items:

1. Internal Controls over Financial Reporting:

- Monthly Bank Statements Reconciled
- Credit Card Statements (if credit card is in use)
- Accounts Receivable List
- Monthly Budget report showing amounts budgeted and expended for each fund including all federal fund line items and the General fund
- Accounts Payables Presented to the Board. All items for Board approval for payment shall include appropriate signatures including the requester, supervisor, Superintendent, Business Manager, and the Board.

2. Employee Loan Receivables:

- Listing of outstanding balances owed under the Employee Loan Program

3. Investment of Federal Funds:

- Listing of CDs and any funds invested and the amounts. Documentation of any drawdowns of invested funds with proof of Board approval.

II. QUARTERLY FINANCIAL BOARD REPORT – On a quarterly basis in April, July, October, and January of each year, the Monthly Board Report will include the following additional items:

- Form 425 submitted to BIE

- Accrued Leave Report listing accrued leave for each employee.
- IRS Quarterly Tax Statement - Any payment made to employees in the form of a bonus or incentive pay must be subject to all tax withholdings for FICA, Medicare and Federal Income Tax. The Payroll Clerk should be responsible for all payments to employees and the initial calculation of payroll taxes. Such documents should be reviewed and supervised by the Business Manager.
 - 1st Quarter (Jan. 1 – March 31) Due April 31
 - 2nd Quarter (April 1 – June 31) Due July 31
 - 3rd Quarter (July 1- September 30) Due October 31
 - 4th Quarter (September 1 – December 31) Due January 31

III. ANNUAL FINANCIAL BOARD REPORT – Annually on or before August 30th of each year, the Monthly Board Report will include the following Annual Report items:

- **Equipment and Real Property Annual Inventory Report:**
Physical Inventory of all fixed assets performed every two years to verify the existence, current use, and continued need for the property will be provided to the Board annually on or before August 30th. Property records must contain information, such as the source of funding used to acquire the property and the percentage of federal participation in the cost. All cost records of the inventory, plus all additions and deletions, will be reconciled to the inventory system. Depreciation expense will be recorded in the government-wide financial statements. The Business Office shall maintain property records. The Facilities Manager is responsible for conducting the annual inventory and providing the Business Office Property/Inventory Clerk with the annual inventory on or before July 1st of each year. The Property/Inventory Clerk will enter all inventory information into the FUTEX system and the Business Manager will be responsible for approving the inventory report on or before August 30th of each year.
- **Annual Audit Draft for Board Approval** - on or before February 1st of each year.

APPENDIX 19: PSO COMPETITIVE PROCUREMENT CHART

Procurement Type	Value of Contract	Procurement 1st Step	Procurement Approval Final Step	Type of Solicitation
Fixed Price	Under \$10,000	Staff or Department Supervisor	Board Approval.	Call or send email for one (1) quote.
Fixed Price	Over \$10,000 but under \$250,000 (in the aggregate in one year or for a contract not exceeding one year)	Business Office Manager	Board Approval.	Solicit at least three (3) contractors/receive two (2) quotes.
Fixed Price	Over \$250,000	Business Office Manager	Board approval upon recommendation by the Principal.	Advertise for two (2) weeks – need at least two (2) responsive quotes.
Based on price and qualification	Under \$10,000	Staff or Department Supervisor		Call or send email for one (1) quote.
Based on price and qualification	Over \$10,000 but under \$250,000 (in one (1) year or for a contract not exceeding one (1) year.	Business Office Manager	Board Approval.	Solicit at Least three (3) Contractor – receive two (2) quotes.
Based on Price and Qualifications	Over \$250,000	Business Office Manager	Board approval upon recommendation by the Principal.	Advertise for two (2) weeks – need at least two (2) responsive quotes
Sole Source All Types	Over \$10,000	Business Office Manager	Board approval over \$250,000 Awarding Agency Approval.	Option 1: One source + Cost is reasonable. Option 2: Public emergency + cost is reasonable.

SECTION 7: School Operations

<u>Sec.</u>	<u>Policy</u>
7.01	Goals and Objectives
7.02	Buildings and Grounds Management
7.03	Dwelling Unit Assignment
7.04	Safety Program
7.05	Fire Prevention
7.06	Emergency Drills
7.07	Bomb Threats, Tornado Plan, Fire Plan, Lockdowns and Critical Incidence Procedures
7.08	Traffic and Parking Controls
7.09	Safety Inspections
7.10	Security
7.11	Vandalism Protection
7.12	Heating and Lighting
7.13	Cleaning Program
7.14	Sanitation
7.15	Repairs and Alterations
7.16	Emergency Repairs
7.17	Leasing and Renting
7.18	Mail and Package Services
7.19	Receiving
7.20	Warehousing
7.21	Equipment Leasing and Renting
7.22	Equipment Maintenance
7.23	Equipment and Supply Records
7.24	Authorized Use of Equipment
7.25	Telephone Use
7.26	Duplicating Services
7.27	Student Transportation Management
7.28	Transportation Guidelines
7.29	School Buses
7.30	Private Vehicle Use
7.31	Transportation Insurance
7.32	Vehicle Safety Inspection
7.33	Scheduling and Routing
7.34	Transportation Records
7.35	Food Service Program Management
7.36	Free Food Service
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7.39	Insurance Management
7.40	Facility Expansion Goals
7.41	Long Range Planning
7.42	Facility Obsolescence Determination
7.43	Naming New Facilities
7.44	Project Planning Architects
7.45	Staff Involvement in Facility Planning
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7.47	Educational Specifications of Facilities

- 7.48 Contract Awards Procedure
- 7.49 Building Project Records and Reports
- 7.50 Completed Building Project
- 7.51 Public Information Program
- 7.52 School Sponsored Information
- 7.53 News Release
- 7.54 Local Government Relations
- 7.55 Relations with Law Enforcement
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- 7.59 Shared Services
- 7.60 Relations with Colleges and Universities
- 7.61 Professional Visitors and Observers
- 7.62 Complaints About Instructional Material
- 7.63 Flag Displays
- 7.64 Media Broadcasting
- 7.65 Internet Use
- 7.66 Staff Access to School Electronic Mail
- 7.67 Internet Safety Policy
- 7.68 Vehicle Use Policy
- 7.69 School Laptop and Internet Policy

7.01 GOALS AND OBJECTIVES

The Board shall provide processes, structures, and resources to ensure staff, students and community member's access to safe, sanitary and adequate buildings and grounds through procedures designed:

1. To provide access to facilities that meet safety, special and environmental needs to enhance learning and working conditions.
2. To provide community access to facilities and grounds areas to promote community involvement.
3. To provide timely and thorough inspection of facilities, vehicles and other resources to ensure safe service.
4. To develop time schedules and structures to provide services to students with the least amount of interruption to education.
5. To provide structures to evaluate and upgrade facility use areas and equipment to meet student needs.
6. To provide management systems to determine program needs and resources available at the school.
7. To provide for assessment and reporting of information to the public to keep them advised of programs, accomplishments, needs and other items.
8. To implement policies and processes designed for cost effective business management at the school.
9. To development and main inventory listings for property, vehicles, equipment, buildings, and grounds.

Business operations are essential yet auxiliary to the school's central function of education. The Board serves as trustee of school facilities and supervisor of school business operation for the purpose of providing the facilities and services to support the education program. In the operation and maintenance of the school plant, equipment and services, the school shall:

1. Maintain high standards of safety.
2. Promote staff and student health.
3. Reflect community aspirations.
4. Support efforts to provide quality instruction.

7.02 BUILDING AND GROUNDS MANAGEMENT

The Board shall maintain school property in good physical condition, and as comfortable and convenient as the facilities will permit or use requires. The Facilities Manager shall b responsible for the care, custody and safekeeping of all school property and shall establish procedures and employ such means as may be necessary to discharge 7.50this duty. The Principal is responsible for the care of school property used by their staff and students.

The Principal is responsible for notifying the proper authorities or employees of buildings and operational needs, including the defacing or destruction of school property that needs cleaning or repair. Facility Manager and Principal shall perform an inspection of school buildings and property during the school year and shall submit a checklist of property needing repair or replacement to the School Board by the first Monday in May.

The Facility Manager shall develop and submit a plan for approval for the overall management of school facilities to the Board by the first Monday of June each year. The Board, Principal and Business Manager shall be provided with copies of all inspections conducted by any federal, state, or tribal agency. The overall management plan shall include for the timely inspection of facilities, campus areas and equipment by assigned school personnel, as well as the implementation of a preventive maintenance program for all listed areas, and incorporating a reporting and documentation process for inspections, repairs, purchases and maintenance.

School Facilities must follow the Federal Regulations governing the Bureau Facilities Management Program, which are contained within 25 CFR, 41 CFR and 43 CFR, Part 12. All aspects of Facility Health and Safety will be operated in compliance with applicable federal, tribal and state Health and Safety Codes.

The Bureau of Indian Education Facilities Management Information System (FMIS) or MAXIMO shall be updated and maintained by Pahin Sinte Owayawa – Porcupine School in order to receive proper and sufficient funding for their school Facility funding. The collection and maintenance of this data is essential for the development of all Facility Management Programs, as it is the basis for developing maintenance schedules and justifying funding and staff requirements.

7.03 DWELLING UNIT ASSIGNMENT

The Housing Committee has the authority to assign employees to quarters, in consultation with the Principal, with rent deducted on a biweekly basis from the salary check of employees leasing the school quarters. The Housing Committee shall be comprised of the following PSO employees: Business Manager, Human Resource Manager, and Facility Manager. Tenants are required to complete a Rental Agreement annually. The Facilities Manager is responsible for inspecting quarters to ensure tenant compliance with housing policies. Failure to comply with housing policies shall result in termination of the housing agreement.

Quarters are reserved for certified personnel and other positions as approved by official action of the Pahin Sinte Owayawa – Porcupine School Board. The assignment of quarters by the Housing Committee for certified personnel are for the school year only, unless specifically otherwise specified in the Rental Agreement. Assignments of quarters by the Housing Committee for all other positions will be leased on a two (2) month term, terminable upon written fifteen (15) days' notice to the tenant to vacate the quarters. PSO may transfer personnel to other housing units to meet the needs of the school for staff upon ten (10) days written notice. For uncertified personnel, if school needs to reassign a unit to certified personnel to meet the school's needs, the school shall reassign uncertified personnel based first on the size of the unit needed, and second by the date a unit was assigned by the school to uncertified personnel (last assigned, first terminated).

1. DWELLING UNIT ASSIGNMENT ELIGIBILITY

- a. The following criteria shall be followed in assigning dwelling units.
 - i. **PSO Employee.** Dwelling units owned or managed by PSO shall be assigned only to PSO employees. Quarters shall not be assigned to employees for the use of

relatives who are not members of the employee’s immediate family, except in unusual, emergency, or justifiable circumstances approved by the Board.

- ii. **Unit Size Determination.** Dwelling units will be assigned on the basis of the number of dependents for which bedrooms are required. Larger houses shall be assigned to larger families. Married employees without children shall be assigned to a suitable efficiency apartment before being assigned to multi-bedroom units.

To the greatest extent possible, units will be assigned based on the household size as set forth in the Household Composition Form. The school reserves the right to transfer tenants in the event that PSO determines that a different unit size is necessary to accommodate a change in household membership when a more suitable unit is available, or to meet its needs for certified staffing. All tenants may be transferred upon ten (10) days written notice of transfer to accommodate staff housing needs. PSU shall, to the greatest extent feasible, assign units based on the following guidelines:

Number of Bedrooms	Number of Persons
1	1-2
2	1-3
3	3-6
4	5+

Factors to be considered include age and sex of children, potential changes in family composition, and availability of unit sizes. Children of the same sex under the age of ten (10) may be assigned to the same bedroom. Cohabiting or mattered adults shall qualify for one (1) bedroom. A two-person family comprised of one adult and one child shall qualify for a two-bedroom unit.

- iii. **Rental Rate and Salary Consideration.** Consider shall be given to assigning quarters having the highest rental rates to higher salaried personnel.
- iv. **Tenants with Prior Eviction Ineligibility.** Any prior evictions from PSO Housing will result in ineligibility for future housing.
- v. **Mobile Home, Lot Eligibility.** Trailer lots will be used for PSO full-time/permanent employees only.
- vi. **Certain Ineligible.** No person convicted of, or who has plead no contest or guilty to any crime against a minor child, a drug-related crime, or any person who is required to register as a sex offender, under any tribal, state, or federal law, to occupy the dwelling unit.

Drug-related crimes include the illegal use, possession of, distribution, or manufacture of any controlled substance or the illegal distribution of alcoholic beverages under any tribal, state or federal law.

- vii. **Non-local Employee Preference.** Employees who originate from or intend to remain the local area should provide their own quarters with the exception of personnel who are on 24-hour call for emergencies. Employees who are already

renting or won a dwelling unit in the local area are ineligible to apply for assignment of a PSO dwelling unit. Local area is defined as all lands within the boundaries of the Pine Ridge Reservation.

- viii. **No Temporary Assignment of Units.** There shall be no temporary assignment of quarters. This shall not restrict the School Board from authorizing use of quarters for school related activities beneficial to students to accommodate contractors or volunteers. Such use must be approved in writing by the Principal and Housing Committee.

2. PROCEDURES FOR ASSIGNMENT OF DWELLING UNITS

Prior to the beginning of the school year, and upon the vacancy of any dwelling unit at other times, the Housing Committee shall meet and review any applications for housing filed by current or prospective PSO employees. The Housing Committee shall select applicants in accordance with the preference requirements set forth in this Policy. There shall be no right of appeal from the decision of Housing Committee on applications for housing. Temporary employees are not eligible for housing.

Upon assignment of a dwelling unit, the Tenant must complete the following requirement prior to occupancy of the unit:

- a. **Household Composition Form Required.** Prior to occupancy of a dwelling unit, Tenants must provide a list of people the Tenant is requesting the approval of the PSO to occupy the dwelling unit on a Household Composition Form. Any changes to the Family Composition require the pre-approval of the Pahin Sinte Owayawa – Porcupine School in writing. Tenant agrees to notify the Pahin Sinte Owayawa - Porcupine School Business Office of any changes in Family Composition by filing an amended Family Composition Form and shall not permit any additional persons to occupy the unit if notified in writing that such additions to Family Composition has been disapproved by the Pahin Sinte Owayawa – Porcupine School. Tenant agrees to not allow guests, borders, or lodgers who stay longer than seven (7) days to stay in the unit. Tenant agrees to not allow any person to reside in the unit that is not listed on the Household Composition Form. Pahin Sinte Owayawa – Porcupine School reserves the right to terminate this Agreement if additional occupants would render the dwelling overcrowded, or if Tenant permits additional occupants without the approval of Pahin Sinte Owayawa – Porcupine School. **Household Composition Form shall be used to determine the size of the unit assigned to school employees.**
- b. **Unauthorized Occupants.** No person convicted of, or who has plead no contest or guilty to any crimes against a minor child, a drug-related crime, or any person who is required to register as a sex offender, under any tribal, state, or federal law, to occupy the dwelling unit. Drug-related crimes include the illegal use, possession of, distribution, or manufacture of any controlled substance or the illegal distribution of alcoholic beverages under any tribal, state, or federal law.
- c. **Security Deposit.** Tenants are required to pay the Required Security Deposit prior to occupancy of the unit. The Security Deposit for dwelling units is equal to one month's rent of the assigned unit. The Security Deposit must be filed with the PSO Business Manager. Such a security deposit shall be returned to the tenant, less any set off for damages to the premises, or other charges unpaid within fifteen (15) days of the date the tenant vacates the unit.

- d. **Appliances.** The dwelling unit shall have the following appliances: stove and refrigerator, and washer and dryer.
- e. **Utilities.** Tenants shall pay for all utilities including, propane and electricity. Tenant has fourteen (14) days to provide Lacreek Electric Association with \$200.00 deposit and application of service. After fourteen (14) days the utility will be disconnected and the tenant will be responsible for any reconnection fees. Any previous bills not paid while residing in the premises will be deducted from the tenant's pay. Failure to transfer service or reconnect after the allotted fourteen (14) days will result in action being taken by the Principal and/or Pahin Sinte Owayawa – Porcupine School Housing Committee. The propane tank will be filled at the time the employee vacates the unit and paid by the employee. PSO will conduct a propane reading at the time of move in to ensure the propane tank is full at the time of move in. Tenant will be responsible for their own propane while living in the unit and will not let the tank be empty for any period of time.
- f. **Signed Rental Agreement Required.** Tenant must sign a written Rental Agreement with the Business Manager prior to being given the keys to the unit. A copy will be on file in the Business Office and a copy will be provided to the tenant.

3. TENANT RIGHTS AND OBLIGATIONS

Tenants of Pahin Sinte Owayawa -Porcupine School quarters may expect the same courtesies as are ordinarily extended by any landlord. The Board expects tenants to exercise reasonable care in the use of the quarters as is ordinarily expected of any tenant.

- a. **Use of the Property.** Tenant shall use the assigned property as Tenant's primary residence only. Tenant agrees not to engage in or permit any household members, relatives, guests, invitees, or agents to engage in any unlawful use of the dwelling unit, common areas, or grounds.
- b. **Inspections.** An inspection of the quarters shall be made by the Facility Manager and the tenant prior to and at the termination of the tenant's occupancy. An annual inspection will be completed on or before April 30th of each year. An inspection report will be filed at the Facilities Office with a copy furnished to the tenant at the time of occupancy. Twenty-four (24) hours' notice of inspection shall be posted on the housing unit in a conspicuous place. The tenant does not need to be present for inspections but may be present.

Tenant agrees to allow Pahin Sinte Owayawa – Porcupine School or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective tenants. The tenant will not be unreasonable in denying entry.

Landlord may also enter the premises without prior consent if it appears to have been abandoned by the tenant or in case of an emergency, and as otherwise permitted by law and order or court order. If the unit appears abandoned, the landlord shall post a notice of Abandonment on the front door of the unit and attempt deliver of Notice of Abandonment at the last known mailing address of the tenant. If the tenant has not contacted the landlord within three (3) days of the posting of Notice of Abandonment, landlord shall change locks on the unit and otherwise secure the unit from vandalism and shall store tenants possessions for thirty (30) days and charge tenant the amount of \$50.00 per day for such storage. After

thirty (30) days, such property as is not claimed by tenant shall be deemed abandoned and disposed of. Tenant hereby consents to such disposal by the landlord.

- c. **Notices.** All notices shall be in writing and shall be given to the tenant at the dwelling or by certified mail; all rents and all notices, which shall be in writing, shall be given to Pahin Sinte Owayawa – Porcupine School Business Office 108 School Drive, Porcupine, SD, 57772, (605) 867-5588.

d. **Maintenance of Dwelling Unit and Reporting Maintenance Needs.** Damage to school property or equipment and any maintenance needed on dwelling units or premises shall be reported promptly to the Business Office and Facility Manager.

The tenant is responsible for the maintenance of lawn and sidewalks within property boundaries and are expected to furnish their own maintenance equipment. The tenant shall make arrangements for the care of lawn and sidewalk when on vacation. Playground equipment, swimming pools, sand boxes, etc., are not permitted on front lawns. Equipment of this type may be placed on the backyard with permission from the Facility Manager. Structural, mechanical, or electrical alterations of any kind to the dwelling unit or property are not permitted.

Tenant shall not permit nor cause any holes in the roof, exterior or interior walls, or floors of the dwelling unit, not attach any satellite or other object to the dwelling unit without the express written permission of the Facility Manager and Business Manager.

Tenants are responsible for damage caused by other than normal wear and tear and use, negligence, or misuse and shall promptly reimburse the school for the cost of repair or replacement in the amount determined by the Facility Manager. PSO reserves the right to set off any funds in the possession of PSO, or to file a claim in a court of competent jurisdiction, to recover for damages to PSO property by a tenant.

Tenants will be assessed and are expected to promptly reimburse the school for the rehabilitation or repair of the quarters or equipment for damages noted during maintenance or safety inspections or “check-out” inspections when vacating quarters. Such damage shall include deterioration beyond normal wear. The tenant shall be responsible for reporting any need for maintenance of a unit to the Facility Manager immediately.

Tenant shall not change, alter, re[place or add new locks without written consent of Pahin Sinte Owayawa – Porcupine School. Any locks so permitted to be installed shall become property of the landlord and shall not be removed by the tenant. The tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to landlord.

Tenant owned and used appliances including extension cords shall be U.L. approved types and shall be maintained in such condition that they will not present hazards. Tenants must take care not to overload electrical circuits.

Tenants shall make every reasonable effort to conserve the use of utilities supplied and paid for by Pahin Sinte Owayawa – Porcupine School and shall not waste the same.

No materials or good shall be stored within two (2) feet of furnaces, water heaters and chimneys or smoke pipes.

Maintenance needs shall be reported using the following procedure:

- i. Request for routine repairs or maintenance work shall be written by the requesting individual on the Work Order Form and a copy retained in the Facility Office.
 - ii. Persons dissatisfied with the non-completion of work requests must file a grievance with the Facility Manager and Principal, who must respond within three (3) business days in writing to the grievance. If the tenant is still dissatisfied, the tenant must file an appeal in writing to the Business Manager who shall schedule an appeal hearing with the Housing Committee. The decision of the Housing Committee shall be final.
 - iii. A work order request must be submitted to the Facility Manager prior to implementing any repairs, except in an emergency.
 - iv. If repairs are needed because of negligence, the Facility Manager shall report the information to the Principal immediately. The cost of such repairs may be assessed to the individual.
- e. **Notice of Absence from Dwelling Unit.** Tenant shall notify the landlord in writing if the dwelling unit will be left unoccupied by the tenant for a period longer than thirty (30) days and shall advise Pahin Sinte Owayawa – Porcupine School Business Office how to contact tenant during such period. The tenant shall arrange to have the quarters checked to insure proper functioning of heating systems, hot water heater, etc. Any maintenance or repair cost arising from neglect during unoccupied periods shall be assessed to the tenant. Tenants shall be billed for repairs due to negligence through payroll deduction. Failure on the part of the tenant to keep propane supply in the tanks or payment of utility bills constitutes negligence. The propane tank shall be filled by the tenant to at least 80% full before the unit is vacated.
- f. **Payment of Rent.** Rent shall be charged according to the PSO Housing Rate Schedule, which shall be reviewed, approved by the School Board, and published annually, prior to the issue of housing rental agreements. Rent is expected to be paid on the first day of every month, or bi-weekly and deducted from the employee's paycheck pursuant to a signed Salary Deduction form. Rent not paid on or before the first of the month or on time by salary deduction shall be grounds for lease termination for cause.
- g. **No Subletting.** Subletting or subleasing of any portion of quarters assigned to a tenant shall not be permitted. Exchange of money is not required to constitute subletting/subleasing. Tenants may not sublease or assign their rights under a Rental Agreement to any other person. Tenants may not permit boarders or lodgers in the PSO dwelling unit. Guests may not be permitted to occupy or lodgers in the PSO dwelling unit. Guests may not be permitted to occupy unit for any length of time longer than seven (7) days.
- h. **Business.** Conducting a business enterprise of any kind in quarters is not permitted, with the exception of those ventures which may occur periodically, and which have duration of only a few hours, including, but not limited to, the following: food sales, rummage sales, lawn mowing, snow removal, baby sitting services.

- i. **Parking.** Tenant vehicles shall be parked in such a manner not to inconvenience tenants in other quarters. Tenants must not park their vehicles in other tenant parking areas. No more than one vehicle may be parked along the curb in front of the unit as this obstructs the view of children playing in yards and on the street. Any overflow of vehicles must be parked in the baseball field parking lot. Parking on lawns or behind units is strictly prohibited.
- j. **Non-Operating Vehicles, Rubbish Prohibited.** Automobiles parked at the residence must be able to move under their own power. If the automobile is found to be inoperable, a notice shall be issued to the tenant to repair or remove the inoperable vehicle within fourteen (14) calendar days. If upon re-inspection the inoperable vehicle remains on the premises the Facilities department shall have the right to remove the vehicle at expense of the tenant, and tenant shall be assessed a fee to cover the cost to PSO of removal of the vehicle. Tenant shall keep the dwelling unit and exterior of the property free from rubbish, and hazardous or combustible materials. Tenants shall not allow debris to accumulate in or around quarters and shall keep their quarters free of hazards, which would cause fires or injuries. If the premises are found to be in violation of this requirement by PSO, a notice shall be provided to the tenant to correct the non-compliance within seven (7) calendar days. If, upon re-inspection, the tenant has not corrected the non-compliance, the Facility department will clean up the premises and a fee will be assessed to the tenant to cover the cost to PSO of clean up.
- k. **Pets and Livestock.** Pets are subject to OST animal control ordinance. There shall be no more than two (2) dogs, or two (2) cats authorized per housing unit, or one (1) dog and one (1) cat per housing unit. There shall be no more than one (1) dog or one (1) cat per apartment unit. Exotic animals of any kind are strictly prohibited in any of the housing or apartment units. In addition, should any animal be found roaming at large on campus or tenant housing the following action will take place by the Facility Manager or his/her designee in accordance with the following procedures:
 - i. Documented notice will be given to the owner of animal with warning of further steps to be taken.
 - ii. Documented second notice will be given to owner with the understanding and consent that further violations of policy will result in the animal being removed from Pahin Sinte Owayawa – Porcupine School property.
 - iii. OST Animal control officer will be contacted to remove animal from Pahin Sinte Owayawa – Porcupine School property.
 - iv. Failure to voluntarily remove an animal from the property after the first notice issued to the tenant for removal shall be grounds for termination of Rental Agreement.
 - v. All efforts will be made to properly identify owners of pets before any action is taken, therefore, it is important for pet owners to always have identification collars on their pets.
 - vi. No livestock shall be allowed on PSO campus.
- l. **Rental Insurance Against Loss or Damage to Personal Property.** The Board is not responsible for loss or damage to personal property of the tenant placed in school quarters.

It shall be the responsibility of each tenant to properly insure their property against such loss.

- m. **Conduct of Tenants, Household Members, Guests and Invitees.** Tenants, family, and guest of tenants are expected to conduct themselves in an orderly and respectful manner.

The tenant is responsible under the Rental Agreement for the conduct of household members listed on the rental agreement, guests and any invitee onto the premises whether the person is a guest of the tenant or a household member. Tenant's conduct including excessive noise that disturbs the right to peaceful enjoyment of other household members, or any person in the PSO housing area, or presents a threat to the health or safety of other residents or their property is a violation of the Rental Agreement. Tenants, household members, guests, or invitees may not possess any firearms in the dwelling unit or on the premises.

- n. **No Alcohol, Drugs, or Inhalants.** No alcohol, drugs or inhalants shall be allowed to be used, sold, manufactured, or possessed by tenants, their household composition members, guests, or invitees. Any drug or alcohol violations are grounds for immediate eviction of tenant. Reported incidents of such activity will be turned over to the Oglala Sioux Tribe Public Safety Commission and/or school personnel per the school's organizational chart. The incident report shall be submitted to the Principal's office for the Principal to review to maintain a record of the incident.
- o. **No Smoking Permitted in Housing Units.** No smoking shall be permitted inside of any PSO housing units by any person. If it is determined that smoking has occurred inside a housing unit, this is grounds for termination of the lease. The tenant shall be assessed with a \$500.00 charge for the cost of repainting the unit and shall be responsible for any additional cost resulting from a violation of this policy.

4. RENTAL AGREEMENT TERMINATION,

- a. **Termination of the Renal Agreement.** Rental Agreements shall terminate upon one of the following conditions:
 - i. **Termination for Breach of Rental Agreement.** Any breach of the Rental Agreement shall be grounds for termination of the Lease. The Housing Committee shall have the responsibility and authority to terminate the Rental Agreement violations. Violation of a tenant's housing agreement, the PSO policies and procedures regarding quarters on PSO property, or a violation of tribal or federal law, shall constitute grounds for Rental Agreement Termination. Any violation shall be sufficient grounds for lease termination, but the school has the discretion to give the tenant one (1) warning and probationary conditions prior to eviction. Not more that one (1) warning shall be allowed before eviction proceedings are begun. There is no appeal to the School Board upon termination of the Lease Agreement.

Tenants are not permitted to receive three (3) or more lease violations during the term of the tenant's tenancy, including if a tenant acquires one (1) lease violation per lease term over the course of several lease terms.

The term of tenant's tenancy means from the date of occupancy to the term date of tenancy on the current rental agreement. Any tenant who has three (3) or more lease

violations will be sufficient grounds for lease termination and non-renewal of a rental agreement. The Housing Committee reserves the right to terminate a rental agreement for one (1) lease violation as mentioned above. The school does not waive its to issue a lease violation or terminate a lease agreement if it does not assert its claim under the rental agreement. The Housing Committee still reserves the right to issue a lease violation or terminate a rental agreement during the term of the tenant's tenancy.

Upon receipt of Notice of Termination of the Rental Agreement and Notice to Quit Possession by the tenant from PSO for violation of any provisions of the Rental Agreement or this policy, the tenant agrees to vacate the premises, remove all personal property and belongings and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to Pahin Sinte Owayawa – Porcupine School immediately upon vacating the unit, not more than three (3) days after a Notice of Lease Termination and Notice to Quit Possession is delivered by certified mail to the tenants last known mailing address and/or posted on the front door of dwelling unit. The tenant agrees that any personal property left in or about the premises after the tenant has vacated shall be considered abandoned property, and PSO may sell or otherwise dispose of the same without liability to the tenant.

- ii. **Destruction of Premises.** If the premises are rendered inhabitable by fire, flood, or other natural disaster during the term of the rental agreement, the rental agreement shall thereupon be terminated.
- iii. **Expiration of the Rental Agreement.** This Rental Agreement shall automatically terminate on June 30th of each year. Lease renewals shall be approved by the Housing Committee before the end of May each year. If termination or expiration of the lease occurs, the tenant agrees to vacate the premises upon the expiration of the Lease, if not earlier terminated by the tenant or landlord. The tenant agrees to vacate the premises, remove all personal property and belongings, and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to Pahin Sinte Owayawa – Porcupine School immediately upon vacating the unit, by the date of the Rental Agreement expiration. The tenant agrees that any personal property left in or about the premises after the tenant has vacated shall be considered abandoned property, and PSO may sell or otherwise dispose of same without liability to the tenant.
- iv. **Termination of Employment of the Tenant by the Pahin Sinte Owayawa – Porcupine School.** The Rental Agreement shall terminate upon termination of the tenant's employment with Pahin Sinte Owayawa – Porcupine School. The PSO Principal shall deliver to tenant Notice of Lease Termination and Notice to Quit Possession providing at least three (3) days' notice to vacate the premises. The tenant agrees to vacate the premises, remove all personal property and belongings, and leave the premises as clean as they found them; normal wear and tear accepted, and return all keys to Pahin Sinte Owayawa – Porcupine School immediately upon vacating the unit, not more than three (3) days after receipt of the Notice of Lease Termination and Notice to Qui Possession. The tenant agrees that any personal property left in or about the premises after the tenant has vacated shall be considered abandoned property, and PSO may sell of otherwise dispose of the same without liability to the tenant.
- v. **Termination by the Tenant.** Tenant shall notify the PSU Business Manager in writing if tenant terminates this Rental Agreement, by providing at least three (3) business days' notice of the date and time tenant is vacating the unit. The tenant agrees to vacate

the premises, remove all personal property and belongings and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to Pahin Sinte Owayawa – Porcupine School immediately upon vacating the unit, by the date of the Rental Agreement expiration. The tenant agrees that any personal property left in or about the premises after the tenant has vacated shall be considered abandoned property, and PSO may sell or otherwise dispose of same without liability to the tenant.

- b. **Eviction Procedures.** Any tenant who has not vacated the dwelling unit within three (3) days of a Lease Termination as set forth in subsection (1) above shall be evicted by the PSO in accordance with OST law. Tenants shall be responsible for all court costs, attorney's fees and other PSO expenses resulting from the need to file an eviction complaint in tribal court.

7.04 SAFETY PROGRAM

The Board shall make every effort to prevent accidents by taking all reasonable precautions protecting the safety of those present on school property. The Board shall comply with all Civil Defense Regulations.

The Facility Manager/Supervisor shall have responsibility for the safety program and see that appropriate staff will be kept informed of state and local requirements relating to fire prevention, civil defense, sanitation, public health and occupational safety. The staff shall adhere to the recommended safety practices as they pertain to the school.

7.05 FIRE PREVENTION

Fire prevention measures in the school shall be in compliance with appropriate Safety Code(s) and directives of the state Fire Marshall in cooperation with the Bureau of Indian Affairs (BIA).

Fire prevention shall reflect the top priority the school gives the welfare of students and staff. Those in charge of school property being used for purposes other than instruction are responsible for compliance with school fire prevention measures.

7.06 EMERGENCY DRILLS

The Principal or his/her designee shall:

1. Develop a plan for building evacuation in case of emergency.
2. Conduct emergency drills and report evacuation timelines to proper authorities.
3. Post emergency exit directions in all school buildings.

Failure of staff to participate in emergency drills shall result in personnel action for insubordination. Activation of fire alarms without approval or need will result in immediate disciplinary action against the perpetrator, up to and including expulsion.

7.07 BOMB THREATS, TORNADO PLAN, FIRE PLAN, LOCKDOWNS AND CRITICAL INCIDENTS PROCEDURES

All school personnel shall cooperate fully with police in planning and carrying out procedures for dealing with bomb threats and lockdowns and shall be given instructions regarding their responsibility in the event of such a situation. One copy of all these plans and procedures will be posted in each classroom and office.

The local school leadership shall direct the development and dissemination of a school wide Safety/Disaster Plan for their school building to all staff at the beginning of each school term; the plan shall require that all emergency exit and pathways be posted in each office, classroom and other areas of the school as determined by administration. All drills conducted pursuant to the Safety/Disaster Plan, including fire, inclement weather, bus and lockdown will be conducted in compliance with all tribal, federal and state standards under the supervision. Said tests shall be under the administration and be evaluated by the school Principal, who shall complete a written report of each practice drill and submit each report to the local school leadership and OST Tribal Education Agency.

Sessions shall be held during personnel pre-service, prior to the beginning of the school year. A safety team of school personnel shall be established in August, prior to the school year beginning. Make sure a copy of the code system is taped inside your grade book for your substitute teachers.

7.08 TRAFFIC AND PARKING CONTROLS

The Board shall work with appropriate agencies in an effort to provide the best possible safe coverage for students leaving and entering school grounds which may include use of safety patrols at crosswalks and marking school speed zone areas as provided by law. The Principal shall develop rules and regulations for parking and traffic control on school property.

PSO employees/personnel who park in handicap parking spaces must have a handicap sticker, sign, or license plate displayed and if not, the individual will be required to move their vehicle to a non-handicap parking space.

7.09 SAFETY INSPECTIONS

The Facility Manager with the prior written approval of the Principal shall:

1. Acquire or approve inspections by licensed off-site inspectors for their services.
2. Develop, monitor and implement safety inspection procedures for all school areas and services.
3. Develop and conduct inspections of all heating, emergency and other systems of the school.
4. Implement inspection activities on a regular scheduled basis.

The Principal shall provide for the ongoing inspection of instructional and support service work stations to ensure health and safety requirements legislated by tribal, state and federal agencies.

7.10 SECURITY

The Facility Manager shall develop security procedures for Board approval to include daytime/nighttime security. (Handbook will outline procedures for insuring that PSO will be safe).

Nighttime security is responsible for ensuring the safety of PSO property and premises. Nighttime security personnel shall complete the Night Security Guard Checklist and Journal for each and every shift.

1. Provisions for door locks.
2. Minimizing fire hazards.
3. Reducing possibility of faulty equipment (routine checks on PSO equipment).
4. Protection against vandalism and burglary.
5. Prosecution of vandals.
6. Oversee security of building and school housing on campus.
7. Security equipment.
8. Personnel certification or training/certification.
9. Establish protocol or process for PSO inventory (property management).
10. Establish agreements with OST Agencies and Public Safety, i.e. plan for curfew enforcement.
11. If a parent, legal guardian, community member, or guest is aggressive or physically or verbally abusive to students or staff, the School Resource Officer or Facility Manager or designee shall escort such person out of the building. The Principal may prohibit any person who has engaged in such conduct from entering the school premises or may restrict the terms and conditions upon which such persons may enter the school premises, including requiring such person to check in at the security doors. The school will enforce the guidelines below. Depending on the severity of the incident, the Principal has the discretion to impose more restrictive requirements upon any person for incidents.
 - a. **First Time.** Such a person will be escorted out of the building.
 - b. **Second Time.** Such person is required to check in at the security door and will be escorted to and from the location for school related purposes only.
 - c. **Third Time or for a Serious Incident.** Such person will not be allowed access to school grounds and the school may take other actions as necessary to protect personnel including but not limited to obtaining a Restraining Order.

7.11 VANDALISM PROTECTION

All PSO personnel are required to report vandalism committed by PSO students or employees during school activities on or off site immediately to the Principal. Any personnel who do not report such vandalism shall be responsible for the cost of vandalism which shall be deducted from their paychecks. All vandalism of school property shall be reported to the Principal and Facility Manager within twenty-four (24) hours. The Principal is authorized to sign criminal complaints and to press charges against perpetrators of vandalism and to delegate authority to sign such complaints and to press charges.

7.12 HEATING AND LIGHTING

The Facility Manager shall be responsible for making certain that heating and lighting to include proper Exit signs for all areas are maintained at proper levels and conduct periodic inspections of all areas to make certain that levels meet environmental and school learning needs.

Propane and heating fuel tanks shall not be filled without prior authorization of the Business Manager, except in an emergency situation where receiving prior authorization from the Business Manager is unreasonable, the Facility Manager shall notify the Principal.

7.13 CLEANING PROGRAM

The Principal shall develop and implement a cleaning program for school facilities and campus areas and shall submit regular reports to the Board. The Principal shall conduct periodic inspections of these areas as part of the performance assessment criteria. Custodial personnel shall be given schedules and locations of cleaning responsibility. Employees are to contact the Principal immediately if scheduled cleaning of facilities does not take place. The Principal shall periodically schedule campus area cleanup activities implemented by students and staff.

7.14 SANITATION

The Board shall ensure that all facility and grounds areas of the school meet sanitation requirements and require supervisory personnel to make certain that promotion and maintenance of sanitary conditions in all areas under their supervision are met. Inspection of sanitation conditions shall be conducted daily with responsibility for sanitation provided by the Facility Manager and the Custodians.

7.15 REPAIRS AND ALTERATIONS

Employees are not authorized to make alterations to any equipment or school property without the signed written consent of the Principal and Facility Manager. The Principal is responsible for consulting with the Facility Manager concerning needs for any repairs to building or campus areas. The Facility Manager and Principal shall complete facilities review annually, documenting major repair needs. The checklist submitted by the Principal shall be relied upon in the annual facilities review.

The following procedure shall be followed for minor repairs to school buildings, grounds, and quarters:

1. Requests for routine repairs or maintenance work shall be written by the requesting individual on the Work Order form and a copy retained in the Facilities Office.
2. Persons dissatisfied with the non-completion of work requests may utilize the grievance procedures outlined in the policies and procedures.
3. A work order request must be submitted to the Facilities Manager prior to implementing information to the Principal immediately. The cost of such repairs may be assessed to the individuals.
4. If repairs are needed because of negligence, the Facility Manager shall report the information to the Principal immediately. The cost of such repairs may be assessed to the individual.

7.16 EMERGENCY REPAIRS

Need for emergency repairs shall be reported to the Principal by the supervisor. The Principal has the authority to determine processing of expenditures for emergency repairs.

7.17 LEASING AND RENTING

The Principal is authorized to lease or rent to individuals or organizations requesting the use of school facilities with such privileges contingent upon completion of facility use agreement criteria. The cost of leasing and renting school facilities shall be in accordance with the School Facility rate schedule, which shall be reviewed and issued annually at the Board's June meeting.

1. Activities sponsored by student and school groups have preference over outside use of facilities.
2. Authorization and scheduling of facility areas through the Principal and Facility Manager, inclusive of signatory approval on a Facility Use Agreement.
3. An additional deposit shall be required as set forth in the Facility Rate Schedule adopted annually. The deposit shall be returned to the sponsoring individual or organization only after the facility has been inspected by the Facility Manager or designee to verify it has been properly cleaned and not damaged. The school shall charge costs of repair or cleaning incurred against the deposit and shall provide an itemized statement of any such charges to the sponsoring organization or individual.
4. The Facilities Use Agreement shall include a written release of any liability of the school by individuals or organizations utilizing school facilities.

The Principal shall be responsible for completion and monitoring of facility use agreements to assure proper coordination of facility use and scheduling needs of school-sponsored activities in their respective facilities.

Student organizations using facilities are not required to submit a damage deposit or rental fee unless previous use has resulted in damage to facilities or equipment during activities.

Sponsoring organizations shall be required to consult with Public Safety to make arrangements for security for activities at least two weeks prior to the activity, unless other suitable arrangements for security have been made and approved and shall submit written verification to the Principal that such arrangements have been made.

5. The kitchen is not allowed to be used after midnight and when no personnel is present.
6. Wakes, funerals and memorial dinners will not require a fee, only a deposit which will be returned to the individual once the Facility Manager verifies that the facility is properly cleaned and not damaged.

7.18 MAIL AND PACKAGE SERVICES

All items delivered to the school by any courier or delivery service, including but not limited to USPS and Federal Express are covered by this policy. The following shall govern incoming and outgoing mail and package service:

1. The use of the school postage meter, or the school address, for personal mail or packages is prohibited.
2. Restrictions affecting regular postal service shall be in effect for mail service.
3. Staff or departments are responsible for ensuring postage is placed on their mail or packages before dropping it off with the Administrative Assistant.
4. ~~Business Office personnel are responsible for pick-up and delivery of all mail and packages.~~ The Administrative Assistant is representative of ensuring that the daily mail is delivered to and retrieved from the post office.
5. Administrative Assistant will deposit the delivered mail in the staff/department mail boxes, staff is required to check their mail boxes daily.

7.19 RECEIVING

The Business Office is authorized to receive postal or other delivery of goods and items to the school and is responsible for recording invoices and the inventory and proper disbursement of items. In the event that the Business Office is closed when a courier service is attempting to deliver a package, the Principal or his/her designee shall receive such deliveries and deliver them directly to the Business Office on the next business day the office is open.

All school personnel shall direct such courier delivery persons to the Business Office, and if closed, to the Principal or their designee.

7.20 WAREHOUSING

Items are to be warehoused in identified storage areas that inhibit damage to the items. Supervisors are responsible for monitoring the distribution of supply items to personnel under their direct supervision. Employees are not to hoard supplies.

7.21 EQUIPMENT LEASING AND RENTING

No school equipment shall be leased or rented to any person or organization.

7.22 EQUIPMENT MAINTENANCE

The supervisor to whom equipment is assigned shall be responsible for making certain items are kept in functional working condition, shall identify, and implement periodic inspection of all equipment to make certain that upkeep standards are met and shall record all inspections and repairs to equipment.

7.23 EQUIPMENT AND SUPPLY RECORDS

Inventory procedures for equipment and supply items shall be as prescribed in the Fiscal Management section.

7.24 AUTHORIZED USE OF EQUIPMENT

Employee use of equipment or supplies for personal reasons is prohibited. Unauthorized use of equipment and supplies shall result in disciplinary action. This restriction includes personal use school gas tanks, school tire machines and vehicle maintenance equipment along with school fuel pumps.

7.25 TELEPHONE USE

Telephone use is for school business only. No (900) or other such calls may be made from school phones. Employee use of the telephone or their own cell phones during school hours for personal calls will result in disciplinary action. Students and staff are not authorized to make outgoing personal calls on school telephones or personal cell phones and will not be called to receive incoming calls unless in an emergency or as authorized by the Principal in writing. Business Office personnel shall reconcile monthly telephone billings.

7.26 DUPLICATING SERVICES

Employees may duplicate materials utilizing available equipment in the office, or their designated pod area, for small quantity copying. Office copy machines are to be used for school business unless otherwise authorized by the supervisor to whom the machine has been assigned.

7.27 STUDENT TRANSPORTATION MANAGEMENT

The transportation program shall be designed to transport students living an unreasonable walking distance from school in a safe efficient manner and to provide transportation for academic field trips in direct support of the curriculum, extra-curricular program needs, and other support uses for students. Students shall be transported at the end of the school day, and for students who are involved in student activities, transportation after such activities. Students who are not in a school activity may not use school transportation. Other persons who are not students or employees may not be transported or be in in a school vehicle unless such persons are specifically authorized by the Principal, they sign a liability waiver, and are present in an official capacity on behalf of the school (such as a parent or other volunteer chaperoning a school activity or acting as a bus monitor under a Volunteer Agreement). In no event will an individual be granted permission to utilize school transportation for any reason not related to official school business. Students from other schools may not utilize school transportation without an interagency Transportation Agreement in place, or prior approval of the Principal in writing, and the filing of a signed liability waiver with the Principal.

1. Students shall be returned to their home following school activities and employees delivering students are required to make certain that a parent is present prior to leaving the student. The student is to be returned to the school and alternatives implemented if the student cannot be returned home safely.
2. Teachers shall escort their class to bus loading zones daily to make certain they board the bus safely.
3. Teachers shall notify parents to make certain that a parent is home when school closes early due to inclement weather or other reasons. The student is to be returned to the school and other alternatives implemented if a parent is not home.

7.28 TRANSPORTATION GUIDELINES

The Transportation Manager is responsible for all school vehicles used, for student transportation and the operation of the Transportation Department and shall conduct an annual program Assessment. The overall transportation program shall be monitored by the Transportation Manager on a daily basis and is subject to periodic Assessment by the Business Manager or offsite resources.

Routine maintenance procedures shall be developed to keep the property in good condition to ensure longevity of property and transportation vehicles. Routine maintenance such as tire repair or oil changes may be done by the Transportation Department. The Transportation Department shall practice proper storage and disposal of oil when conducting such routine maintenance work. Preventative, major repairs, and all other maintenance such as brake work or major motor repairs will ne conducted by a certified mechanic. Written records/documentation of any routine maintenance conducted will be kept in a log.

1. Criteria for management of school transportation services shall be:
 - a. **Adequacy.** To provide necessary sufficient transportation to and from school and for school programs.
 - b. **Safety.** To account for hazards, potential dangers to students, and other appropriate safeguards.
 - c. **Economy.** To operate in the most efficient manger possible considering all constraints imposed.
2. Violation of the transportation guidelines will result in the following disciplinary procedures.
 - a. Driving privileges will be prohibited for a period of five (5) days.
 - b. A second violation will result in privileges being prohibited for a period of ten (10) days.
 - c. All driving privileges will be revoked for the current school year and employee will be removed from school vehicle insurance policy.
3. General guidelines for management of the Transportation Department are:
 - a. Employees operating school vehicles are required to possess a valid driver license, have a safe driving record, and be cleared by the school insurance policy.
 - b. Students are prohibited from operating school vehicles.
 - c. Keys are not to be left in unattended vehicles at any time.
 - d. Employees using school vehicles are required to document mileage, fuel usage and other reports required by the Transportation Department.
 - e. Employees using school vehicles must receive prior approval from the Transportation Manager and Principal.

4. Requests for vehicle use to pick up supplies, or to attend meetings and workshops, must be scheduled in accordance with the Vehicle Use Policy. Forms can be picked up in the Business Office or Administration Office.
5. All school vehicles used for any purpose shall be checked out through the Transportation Supervisor with an inventory prior to and after such use.
6. Employees requesting transportation services for school related activities and/or field trips are required to complete a Vehicle Request form and submit completed forms to the Transportation Supervisor two (2) weeks in advance.
7. Alcoholic beverages or other drugs are prohibited in school vehicles and use of such while operating school vehicles will result in disciplinary action.
8. Employees are to immediately return vehicle keys to the Transportation Supervisor following vehicle use. Those employees who use a vehicle after normal working hours, must return the vehicle to the bus garage at the end of their shift.
9. Employees are prohibited from unauthorized use of school vehicles.
10. Employees shall be responsible for the vehicle. Misuse/abuse of vehicle will result in immediate disciplinary action, which may result in being liable for any damages incurred throughout possession of vehicle. Driver will be placed on a probationary status and may lose privileges of using the school vehicles.
11. Employees or others shall not use Transportation Department fuel, supplies or equipment for their personal use.
12. Anyone using school vehicles, including coaches, sponsors and managers shall clean the vehicle prior to returning it to the Transportation Department. Failure to clean the vehicles may result in no further vehicle use for that individual.
13. The driver must report any accident involving school vehicles immediately to the proper authorities and the Transportation Supervisor. Such driver shall ensure proper insurance forms are filled out. An employee's failure to report and fill out proper forms may result in suspension or termination.
14. Anyone operating a school vehicle must abide by all traffic laws and regulations. Only Pahin Sinte Owayawa – Porcupine School employees with a valid Commercial Drivers License (CDL) shall operate PSO buses. Only licensed and insured PSO employees shall operate non-CDL school vehicles.
15. Buses shall not leave main bus routes and take off-highway roads to student's homes.
16. All efforts should be made by all school staff to assist parents and children in transporting children to and from the school during inclement weather.
17. No mileage shall be paid to parents who transport their children to and from school bus routes and school activities. With the exception of legal documentation such as Individual Education Plan (IEP).
18. A bus shall wait for students for a maximum of three (3) minutes.
19. No pets are allowed in any school vehicles.

20. Handicapped vehicles designated for handicapped students use only shall only be used in the transportation of the handicapped.
21. The Principal or his/her designee shall notify the Transportation Department on a daily basis of dropped or suspended and new enrolled students.
22. Transportation Supervisor or designee will notify the Principal if student is absent from the bus stop for three (3) consecutive days. The bus will no longer make this stop unless otherwise notified by Principal or parent.
23. If a student misses the bus after school, the driver will not turn around to transport the student, if beyond ¼ mile radius.
24. Students are to be responsible for proper disposal of any food or beverage items brought onto the bus/vehicles. If violated, student will be responsible for cleaning the bus/vehicles. Teachers are to be responsible for the supervision and cleaning up of any buses/vehicles use on field trips.
25. If a student misses the bus, the student's parent(s) or guardian(s) are responsible for getting the student to school. Parents are responsible for having their child ready for pick up prior to the bus arriving at their bus stop.
26. Use of chewing and smoking tobacco products shall not be permitted on school owned vehicles at any time.
27. PSO vehicles may only be used for PSO sanctioned events and only driven by properly licensed and insured school employees consistent with PSO policies.

7.29 SCHOOL BUSES

The Transportation Supervisor is responsible for making certain that a qualified driver is approved for vehicle use in all instances involving student transportation services. The driver is responsible for the safety of the passengers riding in his/her bus or vehicle, during the ride and while passengers enter or leave the bus or vehicle.

Bus drivers are responsible for maintaining vehicles assigned to them in a safe clean condition. Chewing and smoking tobacco products shall not be permitted on buses at any time. Routine maintenance procedures shall be developed to keep the property in good condition to ensure longevity of property and transportation vehicles. Routine maintenance such as tire repair or oil changes may be done by the Transportation Department. The Transportation Department shall practice proper storage and disposal of oil when conducting such routine maintenance work. Preventive, major repairs, and all other maintenance such as brake work or major motor repairs will be conducted by a certified mechanic. Written records/documentation of any routine maintenance conducted will be kept in a log. Bus drivers shall not authorize persons who are not students or employees to use school transportation. Such requests must be approved by the Principal in advance.

7.30 PRIVATE VEHICLE USE

Employees shall not operate their personal vehicle to transport students.

7.31 TRANSPORTATION INSURANCE

The Board shall purchase insurance to provide protection to children transported for school purposes in school owned, leased, or controlled motor vehicles. Such insurance coverage is not an admission of liability by the school for any injury or damage occurring during transportation of children for school purposes in school owned, leased, or controlled motor vehicles, nor shall the existence of Federal Tort Claim Act protection in any way relieve the PSO liability insurance carrier from coverage for accidents and other negligent acts committed by PSO, its Board members, officers, agents, and employees. All school vehicles which require that drivers have CDL's and all other PSO vehicles shall be drive only by qualified, appropriate, and licensed PSO personnel.

7.32 VEHICLE SAFETY INSPECTION

All school vehicles used for transportation services shall be required to pass vehicle inspections and regulations of all applicable transportation laws. The Transportation Supervisor is responsible for making certain that all vehicles are in compliance and are maintained within regulations and safety inspection requirements during the school term. He/she shall implement procedures to ensure compliance with licensing, insurance and inspection requirements. The Transportation Manager is responsible to ensure all school vehicles are equipped with required items and shall develop, implement, and monitor procedures for vehicle maintenance.

7.33 SCHEDULING AND ROUTING

The Transportation Supervisor is responsible for establishing bus transportation routes and scheduled in consultation with the Principal or his/her designee. Bus transportation routes available for students who live in the outer areas require at leave five (5) students per outer area. Services for students and school related activities have preference in the scheduling of school vehicle use. Employees are required to schedule and coordinate all destinations and vehicles used through the Transportation Supervisor.

7.34 TRANSPORTATION RECORDS

The Transportation Supervisor shall be responsible for submitting vehicle and department reports to the Principal or his/her designee. Such reports shall include:

1. The total mile for each vehicle.
2. The number of students transported by each vehicle.
3. The type and number of activity runs completed.
4. Any inspection(s) completed and the result(s).
5. Preventive maintenance performed on each vehicle.
6. Total fuel and other supplies consumed during the reporting period.
7. Documentation of departure and arrival time of bus routes at each stop.
8. Notification of schedule for approximate pick up and drop off of students should be given to parents.

7.35 FOOD SERVICE PROGRAM MANAGEMENT

The Board shall implement a Food Service Program for students to meet or exceed all sanitation, nutrition, and quality meal requirements of Child and Adult Nutrition Services Program (CANS) and other requirements established by the Board. The Food Service Manager shall be responsible for the program on a daily basis and for food service staff supervision.

The Goals for the Food Service Program are:

1. To provide sanitary food preservation, preparation and serving activities designed to enhance student participation in the food service program.
2. To prepare menus that meets nutritional standards and to consult with the student council on items for meals that enhance student participation in the program.
3. To implement daily cleaning and maintenance activities in the food service area that ensures compliance with sanitation and health requirements.
4. To disseminate information on meal planning, healthy, nutritional and cultural foods to enhance student participation in the food service program.
5. To work with school and community groups in planning and preparing special occasion meals to supplement activities and enhance community involvement.
6. To implement a system of meal preparation that promotes a variety, participation, cost-effectiveness and nutrition.
7. To implement an accounting and reporting process designed to accurately reflect participation in the food service program.

The basic requirements of the Food Service Program are:

1. Individuals who are not food service employees are prohibited from being in the food preparation area unless authorized by the Food Service Manager.
2. Food items shall not be taken from the food service area by individuals for their personal use.
3. Groups requiring food service for special meals are required to submit a written request to the Food Service Manager two (2) weeks prior to the date of services being requested.
4. All food service personnel are required to have a physical examination annually and must be free from any communicable disease prior to working in the food service program.
5. Food service personnel shall be appropriately attired and groomed.
6. Students shall be prohibited from being in the food service area unless approved to assist by the Food Service Manager.
7. Community member or organization use of food preparation, serving or dining areas may be authorized by the Food Service Manager if:

- a. The organization or individual signs a facility use agreement that stipulates the limitations authorized by the Food Service Manager.
 - b. The organization or individual must sign a release of liability for use of equipment, facilities or other items.
8. Employees may purchase meal tickets from the Business Office to participate in the lunch meal at the school. The cost for meal tickets shall be \$5.00 per meal.
9. Food service accommodations must be provided to section 504 identified students and other special needs. Documentation of special needs must be submitted to Food Service Manager.
10. Food Service Inventory: Semi-annual physical count of all food purchases and commodities received shall be conducted by the kitchen supervisor and submitted to the Business Manager. This count shall be compared to the perpetual inventory records maintained by the Food Service staff.
11. The sale of foods and beverages of minimal nutritional value shall be prohibited throughout the school grounds between the start of the school day and the end of the last lunch period.
12. To provide a written program of purpose for employees and training plans for staff on how menus are planned in accordance with regulatory agencies.

7.36 FREE FOOD SERVICE

The Board shall participate in Child and Adult Nutrition Services program to assure all students the opportunity to receive proper nourishment.

The Food Service Manager is responsible for enforcing rules, regulations and procedures which meet tribal, state and federal requirements regarding participation in programs for free or reduced price meals and other available supplementary food and nutrition program resources.

7.37 FOOD SERVICE SANITATION INSPECTIONS

The Food Service Supervisor shall be responsible for developing and implementing regular, daily and other scheduled cleaning assignments for staff to ensure that health and sanitation requirements are consistently met in the food service area.

The Principal or his/her designee shall submit sanitation inspection reports and assessments to the Board as received and shall provide a copy of reports to appropriate employees and other agencies.

7.38 FOOD SERVICE RECORDS

The food service supervisor shall be responsible for assessing student eligibility for participation as established CANS program, for daily accounting and record keeping required to maintain program compliance and reimbursement.

The Food Service Manager shall monitor and submit reports to CANS Program. The Business Manager shall conduct periodic auditing of accounting and reporting data maintained daily by the Food Service Program.

7.39 INSURANCE MANAGEMENT

Board purchase or insurance shall be in accordance with all applicable federal laws and regulations. The Business Manager is responsible for the management of school insurance programs.

The Board shall provide personnel and property insurance, or risk-pool or self-insurance coverage as mandated by law and may consider insurance or fringe benefit coverage as options dependent upon needs and budget. The Board shall purchase liability insurance for Board officers and employees in discharge of official duties.

7.40 FACILITY EXPANSION GOALS

The Board shall authorize the construction of a sufficient number of school buildings to meet the demands of present and future student enrollments.

7.41 LONG RANGE PLANNING

The Principal shall submit a written outline of the long-range facility needs of the school annually at the May meeting. The Principal is authorized to consult with those people who can lend professional assistance and guidance in this matter.

The Board reserves the right to accept or reject any or all of the recommendations for facility needs from Advisory Committees.

7.42. FACILITY OBSOLESCENCE DETERMINATION

The Facility Manager is responsible for reporting to the Board about any facilities that have deteriorated to the point that they are no longer usable.

Only the Board may close a school building after a public hearing on the questions of the necessity and practicality of the proposed closing.

7.43 NAMING NEW FACILITIES

The Board has the responsibility to name all new school facilities and may consider suggestions from citizen groups, staff and students.

7.44 PROJECT PLANNING ARCHITECTS

Architects will be used for renovation, modification and construction projects, as required by tribal, applicable state, or federal regulations. All architects are recommended by the Facility Manager to the Principal for submission to the Board for approval. The architect shall advise the Principal and the Board on the phases of the program for which they have technical training and experience and shall perform other functions as follows:

1. Translate the program for which the facilities are needed into building design and specifications.
2. Advise the Principal on letting of contracts.
3. Supervise or direct construction.

4. Advise the Principal as to costs on additions.
5. Recommend approval and acceptance of completed facilities.

7.45 STAFF INVOLVEMENT IN FACILITY PLANNING

The Principal will make arrangements for staff and students to contribute in the planning of new school buildings. Staff and students shall have the opportunity to submit suggestions for possible inclusion in the educational specifications.

7.46 COMMUNITY INVOLVEMENT IN FACILITY PLANNING

The Board shall enlist parent and community members to serve on advisory committees who shall report their recommendations to the Board regarding the need for new school facilities and the types of facilities most appropriate.

7.47 EDUCATIONAL SPECIFICATIONS OF FACILITIES

The Board shall abide by tribal and federal specifications and requires the Principal to develop a set of educational specifications, which will then be discussed in conferences with the architect. The specifications shall include the following:

1. Information concerning the school organization plans and estimated enrollment.
2. A description of the curriculum and teaching methods to be employed.
3. A schedule of space requirements, including the location of various spaces.
4. A desired layout of special areas and the equipment needed for such areas.
5. An outline of mechanical features and special finishes desired.
6. A description of standard codes and regulations affecting planning.

7.48 CONTRACT AWARDS PROCEDURES

1. The selection of a site for a new building is made in accordance with previously established criteria.
2. For each project an architect is assigned on a contingency basis.
3. Architectural contracts are signed by the Board President, upon approval by the Board.
4. For each project a preliminary plan is developed and approved by appropriate agencies and the Board.
5. The plans and specifications are prepared to conform to all codes governing public buildings.
6. Working drawings are approved by appropriate agencies and the Board.
7. An addition to an existing building or construction of a new building is advertised for bids by the Board.

8. Sealed bids are received on the date advertised and are opened and read in public.
9. Each bidder fills out a "Statement of Bidder Qualifications" stating his/her financial status and general information concerning his/her firm.
10. The tabulation of the bids for each project is certified by the architect and is presented to the Board with the certification of the Principal.

The low bidder is required to furnish 100% performance and payment bond or a certified check equal to 15% of the bid to the Board. The low bid is analyzed and compared to bids on similar projects and the architect's cost estimates and control budget. The Board reviews the bids with the right to accept or reject any and all bids. With the authorization of the Board, a construction contract will be executed which includes the Performance Bond Payment Builders Risk Insurance and Contractors Protective Liability Insurance. Indian preference will be considered on contracts awarded by the Board.

7.49 BUILDING PROJECT RECORDS AND REPORTS

The Facility Manager shall be responsible for making reports to the Board on the progress of building projects. At the invitation of the Facility Manager, the architects supervising particular projects may be asked to appear before the Board.

The Facility Manager is responsible for keeping the appropriate records and documents concerned with each building project, such as copies of contracts, cost analysis sheets and plans and specifications.

7.50 COMPLETED BUILDING PROJECT

Upon completion of the building construction and a final inspection by the architects and Facility Manager, the Board accepts or rejects the final inspection report.

7.51 PUBLIC INFORMATION PROGRAM

The Board shall make the public fully aware of all aspects of the school by:

1. Keeping the public informed regarding policies, administrative operations, objectives, educational program, and success or corrective measures being taken.
2. Furnishing full and accurate information, favorable and unfavorable, together with interpretation and explanation of the school plans and programs.

7.52 SCHOOL SPONSORED INFORMATION

The Principal shall employ such means as necessary to inform citizens of school activities and policies.

7.53 NEWS RELEASE

The Principal shall be responsible for releasing information about the school system and Board action(s). News releases will only be made through this person, Principal and his/her designee.

Staff and students shall submit information regarding classroom, school or community activities to the Principal who shall submit copies to the IT Specialist for appropriate action.

7.54 LOCAL GOVERNMENT RELATIONS

The Board will cooperate with other governmental agencies to achieve the best interests of youth and citizens of the school service area.

7.55 RELATIONS WITH LAW ENFORCEMENT

Cooperation with law enforcement agencies is essential for the protection of students, the maintenance of a safe school environment, and to safeguard all school property.

7.56 INTERROGATIONS AND INVESTIGATIONS BY LAW ENFORCEMENT

Law Enforcement may be called to the school at the request of the Principal. Law Enforcement shall contact the Principal first if they wish to come to school for official business.

Prior to Law Enforcement questioning or detaining a student on a Law Enforcement matter, the Principal shall inform the parent of such request and ask them to attend such interview, unless the investigation involves an Abuse and Neglect investigation involving the student, his/her siblings, and their legal guardian. If the parent does not approve the interview, the interview shall not be held on school grounds. Students cannot be arrested for offenses taking place off school grounds without a valid arrest warrant presented to the Principal.

7.57 RELATIONS WITH PARENT ORGANIZATIONS

The Board recognizes the constructive role which parent-teacher groups can play in the school system and shall offer these groups its' full cooperation. Effective leadership provided by these organization is valuable for the improvement of educational programs and community support of the school.

7.58 PRIVATE SCHOOL RELATIONS

The Board will cooperate with parochial and private school matters of mutual benefit when not prohibited by law.

7.59 SHARED SERVICES

1. The Board shall cooperate with colleges, universities and other agencies promoting researched based on the following criteria and as drawn up by the Principal:
 - a. The objective of the research should be clearly stated and the design should product valid and reliable to be made available to the school.
 - b. The project should contribute something of value to the improvement of education.
 - c. Instructional activities will not be interrupted unless there is significance for the school's educational program.
 - d. Support the efforts of the Oglala Sioux Tribe Department of Education and other recognized tribal organizations, i.e., including board membership such as ONEC, DACTS, NISBA, etc.

- e. Research requests must have Review Board approval prior to being approved by the School Board.

7.60 RELATIONS WITH COLLEGES AND UNIVERSITIES

The Board believes that staff and students should take full advantage of resources provided by colleges and universities in the area. The Principal shall keep the Board informed of all opportunities for services between the school and institutions of higher learning, including student, teacher and administrative internship programs.

7.61 PROFESSIONAL VISITORS AND OBSERVERS

One of the ways Board members and staff can improve their effectiveness and the quality of education for students is by visiting school systems with novel, experimental or innovative programs. The Board also welcomes professional visitors to Pahin Sinte Owayawa – Porcupine School. All visitors shall report to the School Resource Officer Office to state their business before entering any other part of the PSO.

Such visitors shall sign a visitor’s sign-in sheet at the Principal's office.

Groups who wish to visit the school should make arrangements in advance with the Principal who shall provide someone to assist them in their visit. This will ensure that the programs visited are operational on their arrival and guard against undesirable interruptions in scheduled programs of students and staff.

Visitors arriving unannounced at the school shall be directed to the Principal’s office.

7.62 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

The Board will not permit any individual or group to exercise censorship over instructional materials and library collections. Provision will be made for the assessment of instructional materials upon formal written request.

Students’ right to learn and the freedom of teacher to teach shall be respected.

7.63 FLAG DISPLAY

The Board requires that a flag staff with all necessary appliances be maintained at the school building and that a United States and Oglala Sioux Tribal flag be flown from such flag staff during the school hours of each school day, except when a violent storm or inclement weather would destroy or damage them.

7.64 MEDIA BROADCASTING

Pahin Sinte Owayawa – Porcupine School may participate in local television and radio to broadcast school and community events. The Principal shall develop guidelines for implementing and evaluating cable television content and activities, with appropriate regulatory laws.

7.65 INTERNET USE

The Pahin Sinte Owayawa – Porcupine School establishes these guidelines for the of Pahin Sinte Owayawa - Porcupine School employees who are accessing the internet using PSO equipment and/ir telephone lines. The primary goals are to:

1. Protect information assets of the Pahin Sinte Owayawa – Porcupine School.
2. Establish staff and student accountability and responsibility for the acceptable use of the internet. Protect Pahin Sinte Owayawa – Porcupine School from liability resulting from illegal use of the internet.
3. Pahin Sinte Owayawa – Porcupine School staff, students and other affiliated persons who use PSO facilities to access the internet are expected to exercise responsible and ethical behavior and will be held accountable for ensuring such use.
4. Is consistent with Pahin Sinte Owayawa – Porcupine School values and policies.
5. Protects the integrity and confidentiality of Pahin Sinte Owayawa - Porcupine School records and computer and electronic assets.
6. Does not violate any local, state, or federal laws.

Failure to abide by this policy shall result in cancellation of Internet access privileges, disciplinary review, and/or legal action. Each applicant requesting internet access will read and sign the “Acceptable Use Policy”, and is responsible for knowing and understanding this policy. A copy of the “Acceptable Use Policy” will be kept on file in an appropriate location.

Students, staff and other associates who use the internet shall be informed for their responsibility to use the services of the internet in a manner which is consistent with the service, quality, and education goals of Pahin Sinte Owayawa – Porcupine School before being granted access privileges.

Abuse of the use of the internet by Pahin Sinte Owayawa – Porcupine School administration, staff or employees, including committing violations of tribal, federal, or state law, and/or use of the Pahin Sinte Owayawa – Porcupine School equipment or telephone lines to engage in the procurement, storage, dissemination, or transfer in any fashion of pornography or lewd materials, photographs, visual depictions, or materials capable of being converted into visual depictions, shall make that employee subject to immediate discipline, up to and including termination.

7.66 STAFF ACCESS TO SCHOOL ELECTRONIC MAIL

Staff will employ electronic mail on a daily basis at work as a primary tool for communications. The Pahin Sinte Owayawa -Porcupine School may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily.

The network is provided for staff and students to conduct research, complete assignments, and communicate with others. Communications over the network are often public in nature, therefore, general rules and standards for professional behavior and communications will apply. Electronic mail is not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure.

The IT Manager may review files and communications to maintain system integrity and to ensure that files stored on school server(s) will be private.

The following behaviors are not permitted on the school network:

1. Sharing confidential information on students or employees.

2. Sending or displaying offensive messages or pictures.
3. Assisting a campaign for election of any person to any office or for the promotion or opposition to any ballot proposition.
4. Using obscene language.
5. Harassing, insulting, or attacking others.
6. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus or other malicious code that compromises the network).
7. Violating copyright laws.
8. Using others' passwords.
9. Trespassing in others' folder, documents or files.
10. Intentionally wasting limited resources.
11. Employing the network for commercial purposes, financial gain, or fraud.
12. Violating regulations prescribed by the network provider.
13. Promoting, supporting or celebrating religion or religious institutions.
14. Conducting business of an employment dispute, except as may be agreed to in writing between the employee(s) and the Pahin Sinte Owayawa – Porcupine School.

Only current, full-time employees will be granted school email accounts. Every email originating on the school email system is identified by its address as a school document.

The school reserves the right to suspend or terminate any email account without notice for communications that do not exhibit professionalism expected in formal school communications, including use of the email to advocate, support or coordinate any employment dispute against Pahin Sinte Owayawa – Porcupine School.

Inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action. Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may be involved.

Each employee will be given a copy of this policy and procedures and will sign an acceptable use agreement before establishing an account or continuing their use.

7.67 INTERNET SAFETY POLICY

It is the policy of Pahin Sinte Owayawa – Porcupine School to: (a) prevent user access over its computer network to, or transmission of; inappropriate material via internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent

unauthorized online disclosure, use of dissemination of personal identification information of minors; and (3) comply with Children’s Internet Protection Act [Public Law 106-554 and 47 USC 254(h)].

1. **Access to Inappropriate Material.** To the extent practical, technology protection measures (or “internet filter”) shall be used to block or filter internet, or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

2. **Inappropriate Network Usage.** To the extent practical, steps shall be taken to promote the safety and security of users of the Pahin Sinte Owayawa – Porcupine School online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called “hacking” and other unlawful activities; (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

3. **Supervision and Monitoring.** It shall be the responsibility of all members of the Pahin Sinte Owayawa – Porcupine School staff to supervise and monitor usage of the online computer network and access to the internet in accordance with this policy and the Children’s Internet Protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the IT Coordinator or designated representative.

7.68 VEHICLE USE POLICY

One of the largest expenditures of the school is the maintenance, replacement, and purchase of transportation vehicles for school use. The Pahin Sinte Owayawa – Porcupine School receives funds from the BIE for transportation services to students, but the funding is based upon the records kept by the school. When proper records are not kept regarding the mileage, purposes of use, and date and time of use, it jeopardizes the ability of the school to provide for the needs of students. Failure to properly maintain vehicles results in higher maintenance and replacement costs, and failure to timely notify the Transportation Department when a vehicle and driver is needed results in the need for overtime hours, resulting in budget deficits in the Transportation budget that are readily avoidable.

For these reasons, all employees of the school are expected to adhere to this policy. Failure to follow the policy, will result in disciplinary action and will result in denial of access to transportation services by action of the Principal. Violations of this policy shall be reported to the Transportation Manager, and the immediate supervisor of the employee violating this policy immediately. No person without a valid driver’s license, or who is not on the approved driver’s list will be approved for use of a vehicle.

1. **Vehicle Use Request Form.** Personnel must fill out and submit to the Transportation Manager a Vehicle Use request form two (2) weeks prior to the date the vehicle is requested for use. The form must specify whether a driver is needed as part of the request. The Transportation Manager will

respond to all timely filed vehicle request forms in writing within five (5) business days. The Transportation Manager will keep a schedule of the assignment of vehicles and drivers in the Transportation Department.

2. **Mileage Logs for Vehicles.** Every employee who uses a vehicle at any time must complete the Mileage Log located in the vehicle prior to returning the vehicle regardless of the date or time of the return of the vehicle. The starting and ending mileage, destination, purpose of travel, number of passengers and all other required information must be listed. Failure to fill out the mileage log will result in disciplinary action and may result in suspension of vehicle privileges.
3. **Vehicle Maintenance.** All employees who are using school vehicles are expected and must comply with the policies below. In addition, all employees who are chaperoning students on a bus are responsible for the policies set forth below.
 - a. All vehicles must be inspected internally, and all trash, rubbish or other waste removed from the vehicle prior to its return.
 - b. The exterior windows must be washed down, so as to ensure there is no obstruction of view at the time of the vehicle's return.
 - c. The interior and exterior of the vehicle should be in the same condition as they were when the vehicle was checked out. If there is damage to the vehicle, the employee must report the damage to the Transportation Manager by phone prior to returning the vehicle to ensure overtime repair is not required.
 - d. The Transportation Manager is responsible for the maintenance of vehicles and assignment of personnel to ensure the vehicles are maintained in a safe and sanitary condition.
4. **Vehicle Accident Reporting.**
 - a. Any traffic accidents or traffic violations, regardless of their severity, shall be reported to the Transportation Manager by the Pahin Sinte Owayawa – Porcupine School employee in charge of the vehicle as soon as practicable after the incident occurred. Whenever practicable, the employee in charge of the vehicle shall submit to the Transportation Manager a written report of the events that occurred and the damage to the vehicle.
 - b. Once the Transportation Manager is notified of the traffic accident or violation, the Transportation Manager shall notify the vehicle insurance company immediately.
 - c. Any employee who for good cause is unable to return the vehicle in the required condition timely, must immediately contact the Transportation Manager. If the Transportation Director does not have grounds to authorize an exception to this policy for good cause, he/she shall report the employee to their supervisor and the Principal for disciplinary action and/or termination of vehicle use privileges. The employee is responsible for use of a vehicle shall be held responsible for any misconduct by students resulting in damage to the vehicle or an unsanitary condition that is not reported to the Transportation Manager, or which resulted from the negligence of the employee in supervising students, shall be the responsibility of the employee to reimburse. The transportation privileges of the offending student group may be revoked by the Principal.

- d. Any student who damages a vehicle may have their transportation privileges suspended or revoked by the Principal and will be held financially responsible.
5. **Vehicle Use.** School vehicles may only be used for school or school sponsored activities after approval of a Vehicle Use Request form has been secured. Any employee who is found to have used a vehicle for personal or other unauthorized use shall be subject to disciplinary action to and including termination and shall have their vehicle use privilege terminated for the remainder of the school year.

Vehicles cameras must not be unplugged or camera angles adjusted. Tampering with camera equipment may result in disciplinary action.

7.69 SCHOOL LAPTOP AND INTERNET POLICY

The Pahin Sinte Owayawa – Porcupine School reserves the right to review a student’s total performance in their academic career, at any time, which includes, but is not limited to attendance, academic performance, and any disciplinary incidents to include social media misuse. If the Principal and/or the School Board determines that school equipment is threatened, in any way, the School Board reserves the right to remove any and all privileges that are associated with the Pahin Sinte Owayawa – Porcupine School computer programs. All incidents will be handled on a case-by-case basis and students may be expected to complete educational assignments in a more traditional manner.

1. **Receiving Your Computer.** Computers will be distributed each at an assigned time when the students are enrolled at Pahin Sinte Owayawa – Porcupine School. Parents and students must sign and return the Student/Parent Agreement. The Acceptable Network and Internet Use, Computer Protection Plan, and Student Pledge documents are outlined for parents and students to review before technology will be issued.

Students will be issued laptops or Chromebooks depending on their grade. For the remainder of this section, the word computer refers to any device that may be issued to a student enrolled at Pahin Sinte Owayawa – Porcupine School.

Computers will be collected at the end of each school year for maintenance, cleaning and software installations. Pahin Sinte Owayawa – Porcupine School technology and administration may reserve the right to collect computers at other times during the year as required for any unplanned maintenance or updates. Students will retain their original computer each year while enrolled at Pahin Sinte Owayawa – Porcupine School. Students and parents are responsible for care and protection of computers and technology issued to students.

2. **Taking Care of Computer.** Students are responsible for the general care of the computer they have been issued by the school. Computers that are broken or fail to work properly must be taken to the IT Office.
 - a. **General Precautions.**
 - i. Please keep food or drink away from your computer while it is in use.

- ii. Cords, cables and removal storage devices must be inserted carefully into the computer. Proper care of chargers is essential to protection of the laptop and chargers to avoid unnecessary costs.
 - iii. Students should never carry their computers while the screen is open, unless directed to do so by the teacher.
 - iv. Computers must remain free of any writing, drawing, stickers, or labels that are not the property of the Pahin Sinte Owayawa – Porcupine School.
 - v. Computers must never be left in a car or any unsupervised area.
 - vi. Students are responsible for keeping their computer’s battery charged for school each day.
- b. **Carrying Computers.** A protective case must be used to protect computers. A protective case that has sufficient padding to protect the computer from normal treatment and proves a suitable means for carrying the laptop will be provided by the school. The guidelines should be followed:
- i. Computers should always be within the protective case when carried.
 - ii. Some carrying cases can hold other objects (such as folders and workbooks), it is important to avoid placing too much pressure and weight on the computer screen.
 - iii. The computer should be turned off before placing it in the carrying case.
- c. **Screen Care.** The computer screens can be damaged if subjected to rough treatment. The screen is sensitive to damage from excessive pressure on the screen. Do not lean on the top of the computer when it is closed. Do not place anything near the computer that could put pressure on the screen. Do not place anything in the carrying case that will press on the cover. Do not place anything on the keyboard before closing the lid (pens, pencils, disks). Clean the screen with a soft, dry cloth or anti-static cloth.

3. Using Computer at School. Computers are intended for educational use. Students may participate in fact-to-face instruction, hybrid or remote learning while enrolled at Pahin Sinte Owayawa – Porcupine School during the school year. During the current year, this will be determined by parent and student request, or the type of education being offered at Pahin Sinte Owayawa – Porcupine School. This will be dependent upon guidance from the OST, BIE and PSO School Board with respect to the OST Risk Level Chart for the reservation due to COVID-19 cases. In addition to teacher expectations for computer use, school messages, announcements, calendars and schedules will be accessed using the computer. Students must be responsible to bring and utilize their computer to all classes, in person or remote, unless specifically advised not to do so by their teacher. This will be in effect whether students are in person or remotely attending classes.

- a. **Computers Left at Home.** If students leave their computer at home, they will be allowed to phone parents to bring them to the school. If unable to contact parents, the student will

have an opportunity to use a replacement computer, either from IT Specialist or be asked to use an alternate machine. Repeat violations of this policy will result in parent meetings or disciplinary action.

- b. **Computer Undergoing Repair.** Loaner computers may be issued to students when they leave their computers for repair.
- c. **Charging Computer Battery.** Computers should be brought to the school each day in a fully charged condition. Students need to charge their computers each evening. In cases where use of the computer has caused batteries to become discharged, students may be able to connect their computers to a power outlet in class. If students are instructed to leave their computer at school, they will ensure that the computer is plugged in at the end of the day to charge prior to their return to school.
- d. **Screensavers.** Inappropriate media may not be used as a screensaver. Images of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures will result in disciplinary actions. Passwords on screensavers are not to be used. Hard drive passwords are forbidden. If used, students may be responsible for the cost of replacement hardware.
- e. **Sound.** Sound must always be muted unless permission is obtained from the teacher.