

# **TIOSPAYE TOPA SCHOOL**

## **PERSONNEL POLICIES AND PROCEDURES**

(Approved by TTS School Board Action)  
June \_\_, 2022

## **TIOSPAYE TOPA SCHOOL MISSION**

**TO PREPARE OUR STUDENTS FOR A POSITIVE FUTURE IN A MULTI-CULTURAL WORLD BY UNITING MODERN TECHNOLOGY AND LEARNING WITH LAKOTA CULTURE AND SPIRITUALITY**

### **SCHOOL PHILOSOPHY**

**TIOSPAYE TOPA SCHOOL** serves the children of the Cheyenne River Lakota communities. Every individual is entitled to a quality education. Education is not the end, but only a means, to providing students with an opportunity to acquire skills and attitudes necessary to accomplish their desired goals of leading a meaningful and productive life. It also enables students to accept the responsibility of choosing their role within the Lakota or non-Indian society.

Recognizing the unique background of the communities, the School's primary purpose will be to promote positive self-image and achievements in equally important parts of the educational process.

The school's main goal will be to teach and assist students and communities in the learning and preservation of the traditional values of the Lakota. This includes, but is not limited to: language, culture, traditional and modern forms of Tribal governments, political structures and processes. Employees of the Tiospaye Topa School should be modeling behavior we want our children to follow.

### **VISION**

Students are held in highest regard. Their environment is safe and nurturing and encourages respect and care of each other.

Parents and guardians are involved as partners in the teaching/learning process and the contribution of elders is evident throughout the school.

All stakeholders within the school community are involved in "politically-free" decision-making.

A major focus is problem-solving. Technology is valued and utilized as a resource for teaching and learning.

TIOSPAYE TOPA SCHOOL provides an alcohol and drug-free teaching and learning environment.

Cooperation in learning is evident at all levels and includes cooperative learning, team teaching, and the integration of classes and subject areas.

Teachers will have high expectations for the success of every student.

All staff that serve children are aware of their responsibilities for teaching and are held accountable for results.

Students have varied opportunities and options to explore vocational/technical skills and careers.

Students display a positive self-image through traditional Lakota behaviors, beliefs, and values.

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## **SECTION 5.01 INTRODUCTION**

### **Section 5.01.01: Personnel Goals And Objectives**

This section shall apply to all TTS employees, including administrators, unless stated in other sections of the Tiospaye Topa School Personnel Policies and Procedures. The purpose is to provide a system of personnel administration where economy and effectiveness in personnel services and equal treatment to employees and the public may be promoted. Principles governing personnel matters:

1. All appointments, promotions, measures of control, and separations shall be based on objective criteria as designated by the Tiospaye Topa School Personnel Policies and Procedures (TTSP).
2. 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. Service to the Tiospaye Topa School shall be made attractive as a career and employees are encouraged to render their best services to the public and students.

### **Section 5.01.02: Personal Goals**

1. To recruit and employ the highest qualified personnel to staff the school system.
2. To provide appropriate compensation and benefits for staff.
3. To develop and implement personnel Assessment processes which will contribute to improvement of staff capabilities and the learning 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.
7. To provide an effective system of performance evaluation and improvement by ensuring that evaluations are conducted prior in March of each year.

### **Section 5.01.03: Personnel Values**

Acceptable behavior of staff and students at the school is encompassed by actions that exemplify the Lakota Values of Wisdom, Generosity, Respect, Courage, Spirituality, Patience, and Honesty.

## **SECTION 5.02 EMPLOYMENT STATEMENTS**



**Section 5.02.01: 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 Tiospaye Topa School. Native American preference shall apply. Federal Title VII, ADA, ADEA, and other employment laws are not applicable to tribal schools, but may apply to the administration of some programs. Prior to the start of the school year, the School Administration shall place an announcement with the local news media concerning Tiospaye Topa School policy on nondiscrimination.

**Section 5.02.02: Indian Preference in Employment**

Tiospaye Topa School shall give preference in employment and training opportunities to qualified tribal members and Native Americans, which includes the following:

Enrolled members of the Cheyenne River Sioux Tribe;

Individuals holding non-enrolled (NE) status with the Cheyenne River Sioux Tribe, or eligible for enrollment with the Cheyenne River Sioux Tribe because of parentage or dependency;

An enrolled member of any other federally recognized Indian Tribe, who is not a member of the Cheyenne River Sioux Tribe - but married to such a member;

An enrolled member of a different federally recognized Indian Tribe (who is not a member of the Cheyenne River Sioux Tribe).

Indian preference shall apply provided the applicant meets all of the job qualifications including but not limited to cultural sensitivity, a positive attitude toward students, acceptable reference checks, acceptable past job performance, and passes the criminal background check and all required drug and alcohol testing.

**Section 5.02.03: Veteran Preference in Employment**

Tiospaye Topa School shall also give preference in initial hiring to the following categories of honorably discharged veterans of the Armed Forces of the United States, which includes the following:

Veteran with service related disability;

Veteran who has served in combat or combat area;

Veteran who has not served in combat.

An individual must be capable of proving eligible veteran status through a DD214 document or other acceptable documentation in the discretion of the TTS School Board. Veteran preference shall apply provided the applicant meets all of the job qualifications including but not limited to cultural sensitivity, a positive attitude toward students, acceptable reference checks, acceptable

past job performance, and passes the criminal background check and all required drug and alcohol testing.

### **SECTION 5.03: SCHOOL ORGANIZATION**

The chain of command in the organizational chart represent 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 Principals as displayed in the organizational chart. The Organizational Chart shall be submitted to the Board for approval prior to the beginning of each School year. The TTS Administration (the Principals) may reorganize chain of command and revise the organizational chart with Administrative input from the affected departments, subject to Board approval, as long as such reorganization conforms to the Charter, Constitution and By-laws, and policies and procedures of TTS. The Organizational Chart is located in Appendix 3 of the Policy Manual. Appendices 1 and 2 of this Policy outline the lines of authority for the School, Tribal Government, and the Bureau of Indian Education as the entity that finds the basic program of operation of TTS under the Tribally Controlled Schools Act.

All School personnel must follow the Chain of Command. No personnel of TTS have authority to make decisions not in accordance with the Chain of Command. This includes the processes set forth in this Policy for resolution of personnel concerns and grievances. The administration of the TTS is the responsibility of the School Board, which has approved these policies to govern the operation of the School, and has delegated to the Principal the authority and responsibility to administer these policies. The Administrator responsible for the operation of the TTS School including making decisions on expenditures, and administration of this Personnel policy and the personnel administration system is the Principal. Failure of personnel to follow the chain of command, including the lawful directives of their Immediate Supervisor, or to adhere to these Personnel Policies is grounds for employee discipline up to and including termination of employment.

#### **Section 5.03.01: 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 direct supervisor by the School Administration at the time of their initial appointment. The employee's direct supervisor shall approve time and attendance, evaluate, provide technical assistance, consult with, assist in planning, conduct conflict resolution and problem-solving, identify developmental needs and resources, acquire materials, approve/disapprove leave, and assign other duties to the employee. Failure of a supervisor to fulfill these duties may result in discipline up to and including termination.

### **SECTION 5.04: EMPLOYEE DEFINITION AND CLASSIFICATIONS.**

#### **Section 5.04.01: Definition of Employee and Classifications of Employee Positions.**

An employee is defined as an individual who has signed an employment agreement with and who performs work for Tiospaye Topa School. Employees do not include independent

contractors. The classes of employees are defined as follows:

- i. **Regular Full-time Employees:** Those employees who work at least forty (40) hours per week for the Academic 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.
- ii. **Certified Employees:** Those employees who are required to have certifications in a profession which includes, but is not limited to, teaching, counseling, school administrators, Certified Teachers in order to maintain their employment with Tiospaye Topa School. In the event no certified teachers or paraprofessionals apply for a position, the Board may approve hiring of non-certified teachers or paraprofessionals at reasonable rates of pay, but in such cases, the approval of the Bureau of Indian Education must be obtained. In the case of non-certified teachers, the guardians of students taught by a non-certified teacher must also be notified. Teachers with provisional licensure are considered certified personnel.
- iii. **Non-Certified Personnel:** Those employees of the school hired to provide support to the educational program who are not required to maintain certifications as a condition of employment.
- iv. **Temporary Employees:** An appointment which does not exceed ninety (90) days, and which includes, but is not limited to, substitute teachers and staff appointed for less than 90 consecutive days. These temporary employees shall not be eligible for benefits, including but not limited to, leave, holiday pay, and insurance or retirement benefits. These employees may not utilize the grievance procedures.
- v. **Part-Time Employees:** Employees whose appointments do not include employment for more than twenty (20) hours per week but whose appointment is for a period of time exceeding ninety (90) days. Such employees shall not be eligible for benefits, including but not limited to, leave, holiday pay, and insurance or retirement benefits. These employees may not utilize the grievance procedures.
- vi. **Exempt Personnel:** Personnel who are not subject to the requirements of the Fair Labor Standards Act (FLSA) regarding overtime pay. TTS shall include in all job descriptions a determination and notice as to whether a position is categorized as exempt or non-exempt under the FLSA.
- vii. **Non-Exempt Employees:** Personnel who are subject to the requirements of the Fair Labor Standards Act regarding overtime pay. TTS shall include in all job descriptions a determination and notice as to whether a position is categorized as exempt or non-exempt under the FLSA.

**Section 5.04.02: Position Classification System.**

- i. The Principal shall annually develop and recommend to the Board personnel organizational plan for all positions on or before May 1<sup>st</sup> of each year. The Principal shall be responsible for the operation and maintenance of the position classification plan for the school. In approving annual classification and staffing plans, the Board shall consider all positions vital

to the functioning of the school system. The Board and TTS require all employees to work together as partners to provide the best learning environment for the students and employees. Only those positions approved by the Board will be hired by TTS.

- ii. Only the Board may create or abolish a job position.
- iii. The purpose of the position classification plan shall be to:
  - a. Provide the school employee with a means to identify work distribution, areas of responsibility, lines of authority, and other relationships between positions.
  - b. Provide uniform titles for positions.
  - c. Establish that all positions will be paid according to specific salary schedules.
- iv. The position classification plan shall be based upon the analysis of the duties and responsibilities of each position and shall be maintained on a current basis. The plan 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 the knowledge, skills, and abilities generally needed to perform the work.
  - d. A statement of any special circumstances necessary to enter the position.
- v. **PROCEDURE:** All requests for new positions will be made to the Principal who may either approve or disapprove the request considering the budget and need. If the Principal approves the request, the request shall be submitted to the Business Manager who shall then work with the supervisor to develop a job description. Once the job description is written, the School Business Manager will compare the qualifications to the established plan to establish a pay level to be assigned. The request will then be submitted to the Board for approval. If approved, the Principal will take action to fill the position.
- vi. **POSITION RECLASSIFICATION:** 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. Such reclassification of position is not required to be advertised.

Reclassification will take effect 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, recommendation will be made to the Board for approval or disapproval.

## vii. PERSONEL QUALIFICATIONS AND DUTIES

Each position shall require establishment of definitive job qualification statements. This statement shall document the requirements for each position within the organization.

- a. Each position in the organization shall have a job qualification requirement established.
- b. The School Administration will be responsible for assuring that job qualification statements are available for all positions within the organization.
- c. The job qualification shall include a statement as to whether the designated position is classified as temporary, professional, etc.

### **SECTION 5.05 PERSONNEL HIRING SYSTEM**

TTS hiring and selection procedures will be applied strictly in accordance with job qualifications. Waivers of job qualifications shall only be granted with concurrence of the Board. Criminal background check and drug and alcohol testing requirements cannot be waived by the Board.

#### **Section 5.05.01: Job Descriptions.**

At a minimum, all employment job descriptions must include the following:

- a. Job title and general description of the job,
- b. Educational requirements, including specialized educational skills and education in a specific or specialized area,
- c. Experience and related background requirements,
- d. Special qualifications and attributes including physical qualifications, licensing or certifications, attitude, behavioral characteristics, emotional and social characteristics.

The minimum qualification for employment at the school will be a high school diploma or GED certificate. Teachers shall hold a valid certificate 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. A teacher's/counselor's contract shall be considered null and void if the teacher/counselor does not hold a valid certificate or an approved authority to act to perform the service for which they are employed. Non-certified teachers will not be employed, unless no certified teachers have applied for a position, and the BIE has approved the hiring in addition to the School Board. In such cases, the School shall place conditions on the hiring to ensure certification is obtained within a specified time period set forth in the contract for employment. Paraprofessionals may be certified positions. For certified Paraprofessional positions, a MINIMUM OF 60 CREDIT HOURS or passing the Praxis exam is required.

### **Section 5.05.02: Personnel Recruitment**

The School Administration is responsible for the recruitment and recommendation to the Board of the best personnel for the school. Anyone who believes s/he is qualified for a vacant position may submit a completed application to the School Administration. Vacancies that require advertising shall be advertised by posting in school buildings and throughout the school service area and methods deemed appropriate by the School Administration.

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, unless the Board determines that there is a need to advertise for less than two weeks. TTS may transfer any current personnel into a vacant position without advertisement. TTS may also issue a temporary emergency appointment without advertisement for a period not to exceed thirty (30) days.

### **Section 5.05.03: Screening Committee**

At the earliest possible date following the closing of a job announcement, the School Administration shall follow appropriate screening procedures for job announcements advertised as opened until filled. The Principal is responsible for screening applicants to ensure they meet the minimum qualifications for the position.

The School Board shall use a weighted point factor system in rating the applicant. The system will assign point values for various qualifications required under the job description, such as education, experience, Indian preference, and veteran's preference. All applications will be screened to determine which applicants meet the minimum qualifications for the position. The screening may include reference checks and prior employment history. The Principal will provide a list of eligible applicants for background check and for character reference check. The Principal will provide a list of eligible applicants for notice of interview letters and list of ineligible applicants. The rating scores of each applicant shall be kept confidential until interviews are complete.

### **Section 5.05.04: Personnel Hiring**

A. **Screening Applications.** At the earliest possible date following the closing date of a job announcement, the Principal shall review and rate applications based solely on the information contained in the application and other documentation provided by the applicant. This may include reference checks and examination of prior work history. The supervising Principal will provide the Interview Committee and the School Board with all applications that meet the job qualifications. Applications not meeting job qualifications include:

1. Applications that are not signed by the applicant.
2. Applications received after job advertisement closing date.

3. Applications from former TTS employees who were terminated for disciplinary reasons within one year from date of application.

4. Applicants who do not meet the minimum qualifications for the position.

**B. Applicant Interview and Selection Process.**

All applications that meet the minimum qualifications will be screened and rated by the Immediate Supervisor, and the supervising Principal based on the application submitted, under criteria established prior to the review of applications. Applicants with the highest points may be selected for interviews.

1. Interviews will be conducted by an Interview Committee, which shall be comprised of the Immediate Supervisor for the position, the supervising Principal, one Board member, and may also include other members of the Native Star Leadership Team, when assigned to the Interview Committee by the supervising Principal. A supervisor or Board member shall not be involved in the selection and hiring process of an immediate family member, nor shall a supervisor be allowed to supervise an immediate family member, as defined by TTS policy.

2. There will be no travel expenses paid to applicants for interviewing.

3. Interviews may be conducted by telephone.

4. The Interview Committee shall make hiring recommendations to the School Board. The Board, in its discretion, may choose to conduct an interview any of the applicants that meet the minimum qualifications. If in the opinion of the Board, the applicants interviewed for a position are not suitable for the position, the Board may request that the position be re-advertised or other remaining qualified applicants screened for the position be scheduled for an interview.

TTS Administration may require applicants to start a criminal background check before an applicant is selected for employment.

The Board has the final decision on all appointments for employment at Tiospaye Topa School. Tiospaye Topa School may retroactively approve to hire an employee where the Principal has had to act without advance Board approval. The 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 her/his probation period.

**Section 5.05.05: Criminal Background Check Requirements.**

A background investigation for all personnel providing services to TTS shall be completed by the School Administration prior to employment and may be conducted annually thereafter. Such investigation shall be in compliance with all applicable laws and regulations. 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 background check.

The legal effect of an unacceptable background check 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 Tiospaye Topa School.

Prior to employment, a background, and character investigation for all personnel providing services to TTS shall be completed by the Principal or his designee prior to employment and no less than every five (5) years thereafter for every employee. TTS may conduct current employee background checks as frequently as annually in its sole discretion. The School may not employ personnel who do not meet federally mandated background investigation and criminal history requirements. The School is required by federal law to conduct background checks on all personnel, including fingerprints, and response to questionnaires. The School will ensure that all employees, substitutes, tutors, contractors, and volunteers submit to a federal, state, and tribal background check before assuming their duties or assignment. The cost will be paid by the School. In the event that TTS experiences an emergency due to a vacancy, TTS may obtain BIE authorization to conditionally hire an employee who has not completed a background. One of the conditions of such conditional hiring shall be that the employee is not permitted to be alone with any TTS students at any time unsupervised by another TTS employee.

A criminal background check will include checking criminal background with state, federal and the Cheyenne River Sioux Tribal court records. 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 criminal background and character check. The legal effect of unacceptable 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 TTS. Personnel whose background investigation has not been cleared by the first date of employment must sign a Provisional Supervised Employee Form.

TTS may contract with other entities to conduct background checks. The entity performing the background check will inform the Principal in writing of the results of the background check(s) completed, which will include primarily any offenses that any person has been charged with and/or convicted of, if any. The Principal and/or his/her delegates will review the information and take such action as may be appropriate.

The results of the background check are confidential and will be placed in the individual's personnel file in a subfolder. If anything about an individual's background becomes apparent from the background check that would call into question the suitability of the person to be in contact with students, the information will be made known to the individual involved. Determinations regarding eligibility for initial employment are not subject to the Grievance procedure. Determinations regarding a current employee during the term of their existing employment contract as a result of new information may result in the conduct of an additional background check, and the employee shall be permitted the process set forth in the Grievance Policy to appeal such determinations.

No person who has been convicted of, or entered a plea of nolo contendere (no contest) or guilty to, any felony offense or two or more misdemeanor offenses, under Federal, state, or tribal law



involving a crime of violence, sexual assault, molestation, exploitation, contact with a minor, or prostitution, a crime against persons, or any offense against children shall be eligible for employment. The TTS will screen all contractors and any employees of a contractor who will be working in the school during any times that students are present before employment. The Indian Child Protection and Family Violence Prevention Act found at 25 U.S.C. Section 3201, et seq., provides that any person convicted of, or having pled nolo contendere (no contest) or guilty to any of the above listed offenses shall not be employed by a school. In the discretion of the Principal, any individuals who are present at the school for a one-time appearance and are supervised by a School employee at all times may be exempted from this requirement.

TTS may also disqualify from eligibility for employment or contracting any person who is convicted of, or pleads nolo contendere (no contest) or guilty to any felony offense or two misdemeanor offenses involving drug or alcohol laws including but not limited to distribution or possession with intent to distribute a controlled substance, violation of alcohol control laws, or any other offense involving moral turpitude.

The Board shall make final decisions regarding ineligibility for employment under this policy.

#### **Section 5.05.06: Personnel Assignment**

Teachers are assigned to specific duties and grade level placement by the 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 his/her immediate supervisor. The Principal may assign and reassign teachers as necessary to meet the needs of TTS. The Board shall be informed of all personnel assignments.

#### **Section 5.05.07: Temporary Appointments**

The Principal shall have the authority to appoint temporary personnel to work assignments required at the school (first, utilize temporary pool of applicants); depending upon available funding sources (avoiding nepotism). Under no circumstances will an individual be employed without first undergoing background investigation and pre-employment drug testing. The Board will be notified of all temporary appointments. Temporary appointments may not exceed ninety (90) work days. The temporary employee shall be paid at a rate established by the School Board for actual work days performed.

#### **Section 5.05.08: Personnel Orientation**

An orientation program for all new employees shall be implemented by the School Administration. The orientation shall assist new employees to become acquainted with the community, school policies and procedures, philosophy, programs, and assessment. Supervisors shall be assigned specific roles in carrying out the orientation program. Employees shall document their participation in orientation by completing a checklist developed by the School Administration which lists those items understood and those items requiring additional awareness, to be placed in their personnel folder.

The School Administration shall be responsible to work with supervisors to ensure all support staff have the required preparation and training as outlined in her/his job description. All personnel shall participate in an orientation on Lakota values and reservation life, including a PowerPoint to share Lakota life and a tour of the communities. Supervisors and the Board shall meet annually during the month of August for the purpose of providing them with an orientation as to their roles and responsibilities.

#### **SECTION 5.06      IN-SERVICE TRAINING**

The supervising Principal is responsible for administering a needs assessment to identify areas of training and for reporting the results to the Board who shall provide funding annually to accommodate the resources needed to implement pre-service and in-service programs. All employees are required to participate in programs of pre-service and in-service training as scheduled.

The High School Principal is responsible for designing and coordinating a pre-service workshop to be approved by the Board prior to implementation.

#### **SECTION 5.07      PERSONNEL PROBATION**

Certified teachers with special contract provisions requiring sixty (60) calendar days' probation period, all new employees within the school system shall be covered by this policy. (New employees do not include renewed staff.)

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 60 calendar day period shall determine if the new employee meets required standards of employment and will be a period when the employee and her/his supervisor will pay close attention the employee's job performance and progress.

Conditions Preliminary to Regular Appointment: The regular appointment of an employee shall begin with the date ending the probation period. The supervisor must also complete a performance evaluation half way through the probationary period which lists deficiencies and actions required to meet acceptable performance of job functions. The School Administration is responsible for obtaining a written statement from the employee's supervisor containing an assessment of the employee's duties indicating her/his services during the probation period have been satisfactory and the employee is recommended for regular status. The supervisor shall notify the employee in writing if the appointment is to be made a regular employee and a copy of such notice shall be placed in the employee's personnel file.

Leave During Probation: Any absence(s) approved by the Supervising Principal for a probationary employee shall be taken as Leave Without Pay (LWOP) unless compensatory time was approved by the Supervising Principal and is used to cover the absence with pre-approval by the Supervising Principal.

Promotions During Probation: Employees must complete the probation period before becoming eligible for promotion.

Transfers During Probation: An employee may be transferred during the probation period if such action would benefit the school or the employee.

Performance Assessment During Probation: The supervisor shall provide a performance Assessment after thirty (30) days of work during the probation period. Performance Assessments 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. Assessments are not required in the event a probationary employee is terminated within the 60-day period.

Continuing Employment: Those employees whose continuing employment is contingent upon the employee meeting special conditions, as recommended by their supervisor to the Principal and approved by the Board, may be placed on a sixty (60) calendar day probation period. All special conditions to employment contracts and agreements must have Board approval.

Dismissal During Probation: Any time 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.

Salary Adjustments During Probation: Salary adjustments will not be made for a probationary employee who is fulfilling her/his probationary period. Such adjustment will be made following the successful completion of probation.

Attendance at Workshops and Training Sessions/Seminars: Probationary employees are not eligible to attend workshops and training sessions/seminars that are held off of the TTS 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.

## **SECTION 5.08      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 so 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 recommendation of the supervisors and approval of the Principal.

## **SECTION 5.09      PERSONNEL DISCIPLINE**

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 a series of problems involving job performance and/or behavior. The Board reserves the right to immediately go to more serious discipline than warranted by the progressive disciplinary 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, or action(s) by an employee which impact(s) the financial integrity or community reputation of TTS. Every employee may be subject to immediate suspension by the Principal and/or immediate dismissal by the Board. Any complaint or incident should be in written form. Disciplinary action may result from, but is not limited to, the following employee behavior:

- a. Repeated absences or tardiness from work,
- b. Job Abandonment: Missing three (3) days of work without personally contacting her/his immediate supervisor,
- c. Driving any school vehicle while under the influence of alcohol or illegal drugs,
- d. Threatening or causing physical injury to students or personnel or Board Members of the school,
- e. Stealing or destroying school property,
- f. Misuse of school materials, supplies or equipment,
- g. Misuse or embezzlement of school funds,
- h. Drinking or using alcohol or illegal drugs while performing job duties during hours of employment,
- i. Involvement with students ethically or morally prohibited by professional and community standards,
- j. Falsification of required reports,
- k. Failure to carry out assigned duties or to provide adequate supervision of students,
- l. Insubordination,
- m. Non-compliance with the Code of Ethics – see page 44 of these Policies and Procedures,
- n. Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons,
- o. Conviction of a felony under the Major Crimes Act, 18 U.S.C. Section 1153, or under federal criminal laws of general applicability or a conviction for a State or Tribal crime that is a felony or a misdemeanor involving dishonesty or moral turpitude,

- p. Misuse of school vehicles, i.e., personal use of school vehicles,
- q. Misuse of the school leave policy,
- r. Failure of a supervisory employee to enforce any of all of these policies, and
- s. Political activity/violating the chain of command set forth in these Policies and Procedures.
- t. Violation of the Social Media Policy, or personal communication through social media including but not limited to Facebook, Twitter, email, and text messaging with students without advance permission from the Immediate Supervisor.

Except for cases involving serious misconduct or where the Principal determines more serious discipline is warranted, or in the case of the Principal, the Board determines more serious discipline is warranted, Step 1 is for the first incident, Step 2 is for the second incident of the same kind, Step 3 is for the third incident of the same kind. The supervisor shall utilize the following procedures, unless the violation involves serious misconduct, if an employee violates a **written** policy:

**Step 1. Verbal Warning**

- a. Meet with the employee to discuss the matter.
- b. Inform 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 provided to the employee and a copy filed in the employee's personnel folder. A written plan of improvement shall be provided to the employee. Generally, two verbal warnings shall be given before proceeding to step 2 with written warnings, except in cases involving serious misconduct.

**Step 2. Written Reprimand**

- a. Have another meeting with the employee to discuss the matter.
- b. Issue a written reprimand to the employee that shall include the reason(s) for the action.
- c. The supervisor shall warn the employee that a third incident may result in their suspension or termination.
- d. A copy of the written reprimand shall be filed in the employee's personnel folder, and a copy given to the employee. A written plan of improvement shall be provided to the employee. An employee may file a response to a written reprimand and a copy shall be placed in the employee's personnel file.

### **Step 3. Suspension**

- a. Have another meeting with the employee to discuss the matter.
- b. Recommended suspension for up to ten (10) days.
- c. Provide all written documentation concerning the employee to the Principal.
- d. The Principal may proceed with the recommendation for suspension of the employee's contract.
- e. Written notification shall be made by the Principal to the employee and shall include the reason(s) for the disciplinary action, and shall advise the employee of her/his right to timely file a grievance. Two or more written reprimands in an employee's personnel folder of the same kind may be grounds for immediate suspension.

### **Step 4. Termination**

- a. Hold a meeting with the employee to discuss the matter.
- b. Recommend termination of the employee's contract to the Board.
- c. Provide all written documentation concerning the employee to the Principal.
- d. The Principal may proceed with the termination of the employee's contract.
- e. Written notification of the termination shall be made by the Principal to the employee and shall include the reason(s) for the disciplinary action, and shall advise the employee of her/his right to timely file a grievance in writing in accordance with Section 5.10 of this Policy governing Staff Grievances.

Employees who believe they have been disciplined too severely or without good cause may use the grievance procedures. Grievance procedures are not available to staff whose contracts have not been renewed, if the grievance is related to the non-renewal, or for verbal and written reprimands.

## **SECTION 5.10 STAFF GRIEVANCE**

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 are to be available to the employee until exhausted under policies and procedures of the Tiospaye Topa School, if filed according to the time-line. Any information concerning an employee grievance is to be held in strict confidence by Tiospaye Topa School administration, staff, and by the grieving employee.

Grievance Procedures also apply to Suspension from Employment and Contract Termination.

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 this Policy. Concerns with the conduct of employees, other than complaints of harassment or bullying as defined in this Policy, must 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 concerns about the proper procedure for addressing concerns must be directed to the supervising Principal.

Grievance procedures are available to an employee until exhausted under policies and procedures of Tiospaye Topa School, if filed according to the time-line set forth below. Any information concerning an employee grievance is to be held in strict confidence by Tiospaye Topa School administration, staff, and by the grieving employee.

#### **Section 5.10.01: Informal Process**

Employees shall attempt to informally resolve their complaints prior to filing a written formal grievance, and these grievance procedures shall be the exclusive remedy for personnel grievances. This shall be accomplished by contacting the employee's immediate supervisor or if the supervisor is the subject of the complaint, by contacting the next supervisor in line. This process shall continue until the grievance is received by the Principal (or end if resolved informally). At each level the employee and the supervisor will be required to provide written documentation, and the complaint will be heard and attempted to be resolved to the employee's satisfaction.

#### **Section 5.10.02: Formal Grievance**

If the employee is not satisfied with the informal resolution, the employee must file a written formal grievance with the Principal. The formal grievance must be received 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 the Tiospaye Topa School. This five (5) business day limitation includes the informal counseling period, so employees are reminded to file within five (5) regular business days, even if informal counseling is still continuing. The five (5) regular business day limitation is counted beginning the day of the alleged incident.

#### **Section 5.10.03: Grievance Hearing**

**1. Applicability.** If an employee is dissatisfied with the decision of the supervising Principal on a Formal Grievance properly filed under Section 5.10.02, or the Formal Grievance is an appeal of a contract suspension or termination, or the Formal Grievance is against the supervising Principal, the grieving employee may appeal to the School Board. The Formal Grievance can request that the School Board make a decision without a hearing solely based on the Formal Grievance and any supporting documents filed by the employee, and the response of the School filed in writing within five (5) days of the date the Formal Grievance is filed. Unless a decision based on the record is requested, the School Board will conduct a hearing as set forth in this section.

- 2. Deadline for Filing.** The appeal must be filed with the School Administrative Assistant 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. 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. Continuances 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 or deny and 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 hearing. If the employee files a written request for documents, the School shall provide a copy within forty-eight (48) hours of the filing of the request with the School Administrative Assistant.
- 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 was 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. 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. The Tiospaye Topa School may be represented by the Tiospaye Topa School attorney, and may hire a hearing officer, at the discretion of the Board
- 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 Presiding Officer 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 or duplicative evidence or witnesses. The School Board Presiding Officer may take any actions necessary to protect any minor under the age of 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 appearance 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 Tiospaye Topa School.

## **SECTION 5.11 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 in the discharge of her/his duties within the scope of the TTS policies. This may include TTS seeking a protection order or a restraining order, re-assignment of personnel or students, and any other actions required to ensure the health and safety of TTS employees.

## **SECTION 5.12 SEXUAL HARRASSMENT**

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 and/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; and
- 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, email, in person, or through third party communications 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 Principal

no more than five (5) business days after the incident. 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 supervising Principal, or alternatively report to the School Board Secretary for any complaint against a Principal. Complaints of Sexual Harassment shall be handled in accordance with the TTS Formal Grievance Process after a report is received by the Principal, or alternatively, report to the School Board Secretary for any complaint against a Principal. The employee 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 Secretary by the employee. An investigation shall be completed regarding said report by the employee within five (5) business days of receipt of a written complaint. The supervising Principal is responsible for completing the investigation or assigning a designee to complete an investigation, which may include hiring an outside investigator. If the Complaint is on the Principal, a written complaint shall be filed with the School Board Secretary. The School Board shall arrange for an investigation of the allegations by a third party who is not a school employee and shall be responsible for making determinations based upon the investigation.

**4. Protection from Sexual Harassment.** The TTS administration 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 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 employees who file reports of harassment in good faith shall not be subject 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.

## **SECTION 5.13 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, email, in person, or through third party communications is prohibited.

**3. Reporting Harassment or Bullying.** Any employee who believes she or he has been the victim of harassment or bullying by school personnel must report the incident(s) immediately to the supervising Principal no event more than five (5) business days after the incident. The school cannot take appropriate action if it does not receive notice of allegations of harassment. As such, if a report is brought to the attention of any employee, that employee must report it to the Principal. Complaints of Harassment or Bullying shall be handled in accordance with the TTS Formal Grievance Process. The employee is responsible for reporting the information immediately to the supervising 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 Secretary. An investigation shall be completed by the supervising Principal, or their designee, which may be an outside investigator, within five (5) business days of receipt of a written complaint. In the case of a complaint on a Principal, the School Board shall arrange for an investigation of the allegations by an outside investigator, and shall be responsible for making determinations based upon the investigation.

**4. Protection from Bullying and Harassment.** TTS Administration 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 employees who file reports of harassment or bullying in good faith shall not be subject 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.

## SECTION 5.14 SUSPECTED CHILD ABUSE REPORTING PROTOCOL

**1. Mandatory Reporting Requirement.** All employees of the School and all School Board members are mandatory reporters under the mandatory reporting requirements of federal law (Indian Child Protection and Family Violence Prevention Act; P.L. 101-647). As mandatory reporters, 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 is not justifiably explained or may not be the product of an accidental occurrence; and

ii. Any case 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 the Principal immediately verbally and on the BIE SCANS reporting form. **See Appendix 4.** The Principal must immediately report the suspected child abuse to the Cheyenne River Sioux Tribe Law Enforcement Department located in Eagle Butte in conjunction with the reporting staff member. 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 Incidents 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 Principal receiving the report. The Principal will take action 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 Supervising Principal and the Supervising Principal and the reporting employee must file the report together, with the 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 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 will follow the personnel Discipline Policy.

The Principal will ensure that a copy of the Law Enforcement report and documentation outlining the investigation, and disposition is submitted to the BIE in addition to the 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 a case. Nothing in this section prevents or supersedes the ability and responsibility of the supervising Principal and the School Board to take appropriate disciplinary action in the event there has been a violation of School Personnel Policies warranting disciplinary action.

#### **SECTION 5.15 STAFF INVOLVEMENT IN DECISION-MAKING**

The Principal is responsible for ensuring that decision-making processes are designed to incorporate the advice of employees in matters that affect their conditions of employment, program and institutional assessments, educational planning, community involvement, school climate, student activities, and other related development activities.

#### **SECTION 5.16 STAFF-STUDENT RELATIONS**

Staff members shall treat students with courtesy, regard each student as a unique individual and aid each student in learning consistent with the student goals. Students shall regard staff members as people with specific knowledge and capabilities and do not have a right to interfere with efforts of instructional staff to implement a learning program or interfere with the learning of other students. Staff may not communicate with students on social media platforms including but not limited to twitter, Facebook, and messenger unless authorized by a Principal for educational purposes. Staff must abide by the Code of Ethics for educators, professional staff, and support personnel when having contact with children outside of the school. **See Section 5.42.**

#### **SECTION 5.17 STAFF CONFLICT OF INTEREST**

No member of the staff, school volunteer or staff family member shall engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with her/his duties and responsibilities in the school system or engage in any type of private business during school time or on school property.

1. Every employee is required to disclose to the Principal potential, actual, or apparent conflicts

of interest. The Principal is required to disclose to the School Board potential, actual, or apparent conflicts of interest. No employee 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 purposes 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 TTS determines on the basis of objective evidence, that the decision maker is not capable of making an objective decision.
- c. Immediate family member is defined as meaning first or second relatives by blood, adoption or marriage, i.e., father, mother, son, daughter, sister, brother, 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 or grandmother. Immediate family member shall also include all persons living within the household of an employee.

3. Conflicts of Interest are prohibited. Examples of conflict of interest include:

- a. An employee who receives any financial benefits from the purchase of goods or services from the school.
- b. Any contract in which an employee has a direct or indirect interest that has not been disclosed shall be considered null and void.
- c. Any employee member may run for Cheyenne River Sioux Tribal Council. However, if elected to such body, he/she must resign from employment.
- d. When a person applying for employment is a member of the immediate family of an employee which by rule or practice regularly nominates, recommends or screens candidates, that employee shall be disqualified from participation in any selection procedure or subsequent personnel action. The requirements of this section shall include service contracts.
- e. Any employee so related shall abstain from participating in any decision making involving a member of their immediate family.
- f. Acceptance of gifts, gratuities, or meals from contractors or personnel employed by the school or under consideration for employment or 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 of local customs, those gifts given as part of community activities or Lakota custom are allowed, as long as the employee discloses the gift, in

writing, to the Principal, and the School board approves the gift on the record.

4. Every employee is required to disclose to the Principal, actual, or apparent conflicts of interest. Principals are required to disclose to the School Board, actual, or apparent conflicts of interest. Where a conflict of interest involves an employee, that employee shall remove themselves from the decision making process, including leaving 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 employee, or any other person raises an employee Conflict of Interest, the employee may remove themselves from participation in decision making, or the Principal may remove the employee from decision making. In the case of the Principal, the School Board may remove the Principal from decision making by a majority vote. If a conflict of interest has been alleged regarding the Principal, the Principal shall not participate in decision making on the issue until the School Board has issued its determination regarding the alleged conflict of interest.

#### **SECTION 5.18 STAFF-COMMUNITY RELATIONS**

The Board, the administration, and the professional staff, including the Home School Liaison, have the responsibility to ensure community involvement in the development and implementation of the academic and extracurricular programs of the school 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 community and parents of the school service area about all aspects of school programs through the news media and presentations to local parent and civil groups;
4. Inviting community and parents to visit the school. Parents and community may schedule individual conferences with teacher or Principals at any time. The Board believes in community and parental involvement.

#### **SECTION 5.19 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 tribal, district, and 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.

Employees shall not have the right to engage in unorganized 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

unorganized labor activities shall be the subject of disciplinary action up to and including termination.

## **SECTION 5.20 PUBLIC APPEARANCES**

Personnel making public appearances not on behalf of the Tiospaye Topa School shall take appropriate leave to do so. If appearing on behalf of the Tiospaye Topa School, they will represent the school in a positive way. Making false allegations that are libelous or slanderous of the Tiospaye Topa School, school officials, employees, or school board members will be grounds for disciplinary action, up to and including termination.

## **SECTION 5.21 SOLICITATIONS AND GIFTS**

Employees shall not accept gifts, money or gratuities from individuals receiving benefits or services from the school. In recognition and support of local custom, those gifts given as part of community activities or Lakota custom are allowed. Personnel shall not sell, solicit for sale, or advertise for sale, merchandise, or services, or organize students for such purposes without the approval of the respective Principal.

## **SECTION 5.22 PERSONNEL RECORDS**

Personnel records shall be kept on file in the School Administration Office for each employee and shall include, but are not limited to:

1. Job advertisement
2. Job description
3. Application
4. W-4 and I-9 Forms
5. Employment Record-Salary
6. Assessments
7. Employee Contract
8. Health Certificates
9. Driver's License
10. Personnel Actions
11. Valid Certificate or License or Mandated Training Certification
12. Training Certificates
13. Official Transcripts



14. Diplomas
15. Certificate Degree certification of Indian Blood
16. DD214
17. Employee Orientation Checklist
18. Employee pay
19. Grievance procedure
20. Federal, Tribal, and State background checks

All personnel records, except the application and performance ratings, are considered confidential and are not open for inspection by unauthorized personnel. Upon her/his written request, each employee has the right to review their own personnel file and ask for removal of any unnecessary information from the file. All personnel files shall be reviewed annually by the School Administration. Documentation of personnel actions may be removed annually from the personnel folder upon the recommendation of the School Administration. Documentation of personnel actions resulting from serious misconduct shall be maintained on file by the School Administration.

## **SECTION 5.23      EMPLOYEE COMPENSATION AND CONTRACTS**

- A. Salary ranges shall be established by the School Board in order to provide a basis for recognizing individual differences among positions using a step and grade system. The objective is to ensure equal pay for equal work.
  1. No employee shall be paid less than minimum wage.
  2. Salary increases may be given to reward efficient work and career development upon School Board approval.
  3. No employee shall have their salary and benefits increased unless approved in advance by the Board.
- B. **SALARY SCHEDULES:** Salary and wage schedules will be reviewed every three (3) years. Any adjustments made to salary and wage schedules will be based on the overall financial status of the school.

At the discretion of the TTS Board with salary considerations, salary increases may be granted for any of the following reasons: Step increase, educational attainment, and/or once a year for a cost of living adjustment for all employees. The School Administration shall make recommendations to the Board. Official college transcripts shall be on file with the School Administration in order to receive a salary increase based upon completion of college courses. Employees who participate in college courses offered and paid for by the school may use credits earned to advance on the salary schedule.

Employees must be employed at a minimum of fifty-one percent (51%) of their contracted work period to be eligible for salary increases.

- C. **ENTRANCE SALARY:** Salary granted to new employees will depend on educational attainment level, experience, and qualifications. New employees may bring in five (5) years of related outside experience. If the employee is a former Tiospaye Topa School employee, all previous experience at the school may also be used to determine entrance salary if such experience is directly related to the position hired for.
- D. **TEMPORARY EMPLOYMENT SALARY:** Salary for temporary employees will be based on established rates approved by the Board annually.
- E. **SUBSTITUTE TEACHER SALARY:** Payment for short term and long term substitute teachers will be based on established rates approved by the Board. Long term substitute teachers shall be hired pursuant to a written contract and the pay rate shall not exceed the rates paid for a full time employee for the same position with the same education.
- F. **HAZARD PAY:**
  - 1. **ELIGIBILITY:** To be eligible for hazard pay, all of the following conditions must be present.
    - a. **EMPLOYEE COVERAGE:** The following TTS employees who meet the requirements of this policy may be eligible for a hazard pay under this policy for qualifying hours of work.
      - i. Custodial staff for hours performed sanitizing TTS facilities.
      - ii. Transportation personnel for hours spent delivering food and educational packets to students, driving bus and sanitizing TTS vehicles.
      - iii. Food Service personnel for hours worked preparing food in the TTS kitchens, delivering food, or picking up or processing food acquisitions. This does not include hours spent processing food service paperwork.
      - iv. Other personnel for hours during which they are in direct in person contact with the General Public, students or parents and guardians during any time period in which the School is in Phase B or C of the Reopening Plan. This does not include time in the TTS buildings where there is no public contact. All requests under this subsection must be made in writing to the Principal by email or memo and must be approved in advance of work performed. During any time periods in which TTS is operating on full operational status (not remote or virtual education status), Hazard Pay is not authorized without Board approval.
    - b. **THE HAZARDOUS DUTY MUST BE:**

- i. Approved by the Principal of TTS. The decision of Principal is final, unless the TTS Board, in its sole and absolute discretion, elects to review such decision
- ii. Irregular or intermittent duty that is not usually involved in carrying out the duties of the employee's position. This means that even though the hazardous duty may be embraced within the employee's position description, it is not performed with sufficient regularity to constitute an element in fixing the classification of the position.
- iii. Duties that qualify for hazardous duty pay may include, but are not limited to the following during any time periods when the TTS School is not fully open due to Tribal shelter in place orders or consistent with the School Reopening Plan:
  - a) Sanitizing TTS facilities or vehicles.
  - b) Delivering food and/or educational packets, devices and supplies to students.
  - c) Preparing food in the TTS kitchens, delivering food, or picking up or processing food acquisitions. This does not include hours spent processing food service paperwork.
  - d) Other personnel for hours during which they are required to make in person contact with the general public with prior approval by the Principal in writing.
- c. POSITION CLASSIFICATION: The hazardous duty has not been taken into account in classifying the position.
- d. SAFETY. The hazard cannot be eliminated by safety devices, training, or established practices.

2. PAYMENT OF HAZARD PAY:

Bus Drivers and Meal delivery personnel may be paid an additional \$3.00 per hour for hours worked. All other employees Hazard pay may be granted at a rate of up to twenty-five percent (25%) of the employee's basic hourly rate of compensation. The Principal shall set the rate of pay up to 25% based upon the level of risk, the funds available for hazard pay, and the best interests of TTS. The Principal's determinations on the rate of hazard pay authorized are within the sole discretion of the Principal, shall be in writing, and are not appealable. Personnel performing the same duties shall be granted the same rate of hazard pay. For salaried positions, the Business Office shall be responsible for calculating an hourly rate applicable. Payment is made for all hours spent performing

duties specified in Section 1(b) of this Policy, provided the employee complies with the procedures required in Section 3 of this Policy.

Payment for hazardous duty also applies to overtime hours officially approved in advance.

3. PROCEDURES:

- a. When an employee believes the duties performed meet the criteria for payment of hazard pay, the employee must request hazard pay. If approved, an employee must record on their time sheet hours actually worked performing eligible duties and submit the timesheet to the employee's Immediate Supervisor. If an employee is requesting hazard pay for a duty not specified in Section 1(b) (3) of this Policy, the employee must request the additional duty be included in hazard pay in writing to the Principal and obtain written approval to include such additional duty in the employee's timesheet as hazard duty pay hours. Such application shall contain, at minimum, the employee's identifying and contact information, a description of the perceived occupational hazard, a concise explanation of why the employee believes the employee is entitled to a hazard pay under this policy. Promptly upon receipt, the Principal shall provide his or her written determination on the request within 3 business days. There is no appeal from the Principal's decision.
- b. The employee shall keep and maintain a log of their activities and hours shall be recorded on the employee timesheet to support each hour of work the employee is eligible for hazard pay. The employee is responsible for submitting the supporting activity log and timesheet for each pay period. The employee must certify that the information supporting the time for which the hazard pay is requested is true and correct.
- c. The employee will be provided with proper Personal Protective Equipment (PPE), TTS protocols for performance of work safely, and training on how to protect themselves related to the hazardous duty to be performed. The employee shall acknowledge in writing that they have been provided with PPE, TTS protocols, and training and that they will abide by the use of the PPE, and TTS protocols.
- d. In connection with applying for hazard pay, the applicant shall review TTS safety protocols. The employee shall also acknowledge in writing that the employee will comply with such protocols.

4. **TERMINATION OF HAZARD PAY:** The hazard pay will be discontinued when: 1) TTS no longer has funds available for payment of hazard pay; or 2) the National COVID-19 Emergency has ended as declared by the Cheyenne River Sioux Tribe, whichever occurs first.

5. **RELATIONSHIP TO OTHER PREMIUM PAY:** Hazard pay is in addition to any other premium pay or allowances. Except for overtime under the provisions of the Fair Labor

Standards Act, it is not considered part of an employee's rate of basic pay in computing other premium pay or allowances. It is subject to withholding of federal and state income tax and FICA tax.

## 6. GENERAL

- a. Nothing in this policy creates a right to a hazard pay.
- b. Nothing in this policy waives the sovereign immunity of TTS or the Cheyenne River Sioux Tribe.

G. **COMPENSATORY HOURS:** Compensatory time includes hours that an employee is required to work for TTS that are above and beyond their normally scheduled work hours, when no extra duty contract or set stipend has been approved. This shall also include the time during which the employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place beyond the time required under the employee's contract, job description, or any set stipend or extra duty contract. This section does not apply to exempt personnel.

1. All compensatory hours must be approved in writing prior by the Supervising Principal prior to working such hours.
2. No employee may accumulate more than 40 hours of compensatory time. Compensatory time does not carry forward into a new contract year – an employee must use such compensatory time in the same contract year in which it is accrued or the employee will lose those hours.
3. Employees who have accrued compensatory time are strongly encouraged to use such hours for paid time off as soon as possible after the hours accrued. Teachers are expected to attend parent teacher conferences and graduation as part of their contractual duties and are not eligible for "comp time" for attendance at such conferences or meetings.

H. **CONTRACTS:** All employees, both certified and non-certified, are hired for a contract of one (1) year or less, and their contracts are not deemed to be continuing. However, the Board reserves the right to approve multi-year contracts for teachers and administrators at the Board's discretion if it is in the best interest of the School. All employees shall sign an employment contract or agreement upon employment with such contract or agreement on file with the School Administration before salary is received. The Board reserves the right to annually attach such addendum to offered contracts as may improve the performance of TTS employees. A contract, once offered by TTS, must be accepted or rejected, and may not be altered in any way by the employee or by TTS.

Instructional personnel (Teachers, Counselors, Librarians, and Aides) shall sign a contract annually to provide services for a predetermined number of days per contract period. Days missed without approved leave for prorated salaries will be deducted at a rate dividing the contract amount by the number of contract days to acquire a daily rate for deductions. Instructional personnel shall receive their salary on a bi-weekly basis for twenty-one (21) or twenty-six (26) pay periods and shall receive bi-weekly salary payment until the contract

amount is fulfilled.

Wage personnel shall sign an employment agreement annually and are paid bi-weekly at their hourly rate based on hours of service provided during a two (2) week period.

An employee who performs extra duties outside of regular duties of employment and beyond the job description and/or functions expected of the employee must have an extra duty contract in place that is signed by the employee and the immediate supervisor and/or Principal. Extra duty contracts are entered into by TTS employees unless no qualified TTS employees apply for the position. Such contracts and compensation are subject to verification that such work was not performed during regular working hours or is work already required of the employee.

**I. RECRUITMENT AND RETENTION PAYMENTS.**

The Board may authorize by motion or resolution payment of a recruitment signing bonus to new certified teachers, who have not worked at TTS within the previous five (5) years.

When authorized by Board action, new teachers will be paid a new teacher signing bonus upon submitting a current SD Teaching Certificate to the Administrative Assistant and successfully completing a 60-day probation period. The Board may place alternative payment conditions on recruitment or retention payments including different conditions for when such payments will be made. The Board may also authorize payment of a retention bonus by motion or resolution for the purpose of retaining staff to returning teachers and staff. Any staff member who does not complete the contract year for any reason is not entitled to retain a recruitment or retention payment approved by the Board, and must repay the payment made. The School may withhold any amounts due to the school upon contract termination to ensure any repayment owed is paid.

The Board reserves the right to grant recruitment or retention stipends based on successful completion of contracts. All recruitment and retention stipends are contingent on that employee successfully completing their contract. All such stipends shall stipulate that such bonus must be repaid in the event the employee does not successfully complete the contract. TTS shall deduct from the final paycheck of any employee who leaves employment prior to the end of the contract any stipends granted, unless the Board approved a waiver of the stipend repayment requirements.

- J. FRINGE BENEFITS:** Fringe 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 Annual, Personal or Sick Leave.

**SECTION 5.24 PERSONNEL PERFORMANCE ASSESSMENT**

**A. PURPOSE**

The formal assessment program is intended to assist and motivate employees to attain their maximum potential. The program is designed to analyze the strengths and weaknesses of an employee. It enables the Supervisor and the employee to direct their efforts toward those personal characteristics, skills, knowledge, and abilities that will improve employee effectiveness.

## B. POLICY

It is the policy of TTS to conduct on-the-job performance reviews with each employee on a regular basis. Promotions, demotions, contract renewals, pay increases, continued employment, layoffs, and dismissals are based on performance assessments, length of service, and/or longevity.

## C. FREQUENCY OF PERFORMANCE ASSESSMENTS

The performance of all employees will be reviewed on an on-going informal basis. This information will be used in formal reviews made in accordance with the established schedule outlined below:

1. Mid-year review shall occur annually before the end of the first semester of the respective school year for all staff.
2. End of Year Review shall occur annually on or before March of the respective school year for all staff.
3. Promotion/Transfer Review shall occur sixty (60) calendar days after transfer or reassignment to a new position. At the discretion of the Principal this review may take place sooner if the employee has demonstrated her/his ability to satisfactorily perform the job requirements.

## D. RESPONSIBILITIES

The employee's immediate supervisor will conduct the evaluation. They will be responsible for appraising the performance of each employee under their supervision and discussing the completed performance assessment with the employee. The Principal will appraise the performance of each supervisor under her/his supervision and the Board will appraise the performance of the Principals.

## E. PROCEDURES

Each program supervisor will use performance objectives assessment form, provided by TTS Administration, 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 employee knows what level of performance is expected and understands the basis for success or failure to meet these objectives when appraised. It is the supervisor's responsibility to conduct a thorough and impartial review of each employee reporting directly to her/him. 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 required to assist in the performance assessment. The following steps, at the discretion of the supervisor,

may be observed in accomplishing the employee's performance assessment process:

1. Prepare performance requirements by determining how well you expect the employee to do his/her duties.
2. Discuss the performance requirements with the employee and adjust them as needed.
3. Observe what the employee is doing.
4. Assess the performance assessment with the employee.
5. Discuss the performance assessment with the employee.
6. Take appropriate action.
7. Supervisor may be evaluated by employees that s/he supervises. The TTS Administration shall prescribe the form on which the performance assessment shall be entered.

#### F. ELEMENTS OF THE PERFORMANCE ASSESSMENT

Some of the elements of the performance assessment, which may be measured, are:

1. Job proficiency – the ability to perform tasks at or above the job standards.
2. Harmonious Working Relationships – the way an employee gets along with her/his supervisor and fellow workers shall be assessed. Willingness to accept and to carry out orders is also important.
3. Absenteeism and Tardiness – the punctuality and consistency of attendance
4. Errors, Carelessness, or Improper Job Performance – accidents, errors in work and/or accidents that can attribute to improper performance of job tasks shall be noted and evaluated.
5. Failure to Follow Rules and Regulations – any employee may receive an unfavorable performance assessment if s/he disregards written or oral rules and regulations of which s/he could reasonably be deemed to be aware of.
6. Relationship with the Public – public relations is an important part of duties of every employee. Discourteous treatment and other elements of misconduct in dealing with the public and students are valid reasons for an unfavorable performance assessment.
7. All Staff – shall be assessed by their supervisor or designee utilizing the designated evaluation process for that year.



## G. PERFORMANCE POST-ASSESSMENT MEETING

The immediate supervisor will meet with each employee to review the performance assessment in person. This will be a private meeting between the immediate supervisor and the employee. The purpose of the meeting is to review the ratings and discuss the employee's job performance. The employee will be allowed three (3) work days to enter comments on the review form. The employee can file a statement of agreement or disagreement with the supervisor's assessment, which will be included with the performance assessment and filed in the employee's personnel file. The employee will sign the performance assessment form, indicating the performance assessment has been explained and discussed. The review form will not be placed in an employee's personnel file until this has been completed. The performance assessment form then will be forwarded to the School Administration for appropriate action.

## H. UNSATISFACTORY PERFORMANCE ASSESSMENT

An employee who receives an overall rating of unsatisfactory on any formal performance assessment may be placed on probation up to (60) days at the administrators' discretion. Job performance will be re-assessed prior to the end of the probationary period. Employees who again receive overall ratings of unsatisfactory will be recommended for non-renewal to the Board.

Employees may not appeal performance assessments.

## I. ADMINISTRATION AND COORDINATION

The supervising Principal or their designee has the responsibility to administer and coordinate the performance assessments completed on the staff. Advice and assistance will be given to rating officers and employees to assure that performance assessments and review procedures are carried out in accordance with the provisions of this section.

## **SECTION 5.25 PERSONNEL PROMOTION, SUSPENSION, TRANSFER, RIF, TERMINATION AND RE-EMPLOYMENT**

### **Section 5.25.01: Personnel Promotion**

Whenever new jobs are created or vacancies occur in a higher-rated position that may provide salary advancement, present employees who meet job qualifications may be eligible for consideration for a reassignment to such position.

### **Section 5.25.02: Personnel Suspension**

The Principal may suspend any personnel with or without pay from their assignment, for good cause (in collaboration with the employee's immediate supervisor), and shall report such action promptly to the Chairperson of the Board and/or the Board members.

### **Section 5.25.03: Reduction-In-Force**

A reduction-in-force (RIF) is defined as a situation whereby either a position no longer serves the mission or purpose of the TTS, or reductions in funding sources used to support a program have occurred, and staff reductions become 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 TTS, be given priority in hiring for job vacancies for which s/he is qualified. The position offered may be at a salary or under<sup>1</sup> 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 TTS shall not give the RIF'd employee priority consideration for any further positions. All personnel must keep the School Administration informed of their current mailing address in order for them to be eligible for employment.

### **Section 5.25.04: Personnel Transfer**

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

**VOLUNTARY:** Employees may request transfer or be reassigned from one department or job to another when TTS determines that it is in the best interests 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 of reasons for the request and the position to which transfer or reassignment is desired. The School Administration, after consulting with the Immediate Supervisor, shall refer the request to the Board for action, who shall make the final decision.

**INVOLUNTARY:** If an involuntary transfer is in the best interest of the school, the Principal shall notify their immediate supervisor of reasons for the action and the position to which transfer or reassignment is desired. The request is then submitted to the School Administration who shall refer the request to the Principal for Board action, who shall make the final decision. Noncompliance with transfer request 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.

The Principal shall request transfers or reassignments of support personnel in the best interest of the school and consider employee preference. The Principal may take into consideration the recommendation of the transferring employee's supervisor prior to transfer or 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. The Board may require additional probation for a transferred employee of up to sixty (60) days.

### **Section 5.25.05: Personnel Employment Termination**

Support 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 Principal makes the recommendation to terminate.

The Board may dismiss any staff member as recommended by their supervisor for reasonable and just cause to include, but not be limited to: breach of contract, incompetence, serious misconduct, neglect of duty, immoral conduct, in-temperance, inappropriate treatment of a student or staff member, commission of a felony crime, continuing physical or mental disability rendering her/him unfit to perform her/his duties, other matters prescribed by law, and violation of the code of ethics.

### **Section 5.25.06: Personnel Resignation**

Any non-certified (support) employee may resign at any time by mutual consent with the Board. Support 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.

A certified employee may resign effective at the end of her/his current contract. If an administrator becomes aware of a situation, which may constitute a possible resignation, that administrator shall notify the Principal, who shall then notify the Board Chairperson within forty-eight (48) hours.

Once a certified staff member has signed a contract, s/he 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. The Board may seek revocation of a teaching or administrator's certificate upon the event that a certified staff member abandons her/his position, otherwise breaches his/her contract, and the Board shall levy a five (5) percent penalty on the financial value of the entire current contract of the certified employee, upon such breach of contract.

If a certified or support staff fails to comply with exit documentation or fails to comply with the above stated policy, s/he will not be considered for future employment for a period of at least one year.

### **Section 5.25.07: Re-Employment**

The Board will, whenever possible, notify personnel of contract renewal or non-renewal for the following year by the second scheduled Board meeting in March. Failure to 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 Board shall make the determination to renew or non-renew all contracts and may, in its discretion, review performance evaluations as part of the decision making process. The Principal shall provide a report on staff

attendance to the Board. All information considered in making renewal and non-renewal decisions shall be kept confidential.

The employee must notify the Board in writing whether s/he accepts or rejects the re-employment offer within fifteen (15) calendar days following the date of notification. Failure to provide the Board with such notification, writing 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. Principals are responsible for projecting teacher needs and recommending teacher contract renewal or non-renewal to the Board for approval before March 1st of each year.

Following consultation and review of performance assessments with the supervisor, the Principal shall submit recommendations to the Board as to support personnel re-employment for the following school term. If an employee was subject to a lay-off, rehiring shall be carried out on the basis of the RIF policy.

## **SECTION 5.26 HEALTH EXAMINATION AND VACCINATION REQUIREMENTS.**

### **Section 5.26.01: Health Examinations**

A physical examination form must be filed with the School Administration within thirty (30) days of the starting date of employment. All employees shall have a physical examination at their own expense. All employees shall have a physical examination prior or within thirty (30) days after the start of employment and every three years thereafter. Personnel required to maintain CDL Licensure must also meet the physical examination requirements that are necessary to maintain CDL licensure. Tuberculosis tests shall be required every year. All Food Service, Transportation, and Facilities employees must pass a physical examination annually. All physical examinations and tuberculosis results must be on file in the School Administration 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.

### **Section 5.26.02: Vaccination Requirements.**

TTS may impose vaccination requirements on its employees as a condition of employment with the Board has determined that employing persons who are not vaccinated in any positions at the School poses a risk to the health and safety of TTS students or employees. The Board has determined that COVID-19 presents such a risk. Employees are required to show proof of COVID-19 vaccination as a condition of employment. The requirement for a COVID-19 vaccination is effective on January 1, 2022. Employees must provide proof of COVID-19 vaccination no later than January 1, 2022. For the remainder of the 2020-2021 School Year after January 1, 2022, only employees who have completed COVID-19 vaccination will be permitted to have face to face contact with students. All employees are required to provide proof of vaccination to the TTS Human Resources Office. A copy of the vaccination record will be maintained as part of the employee's medical records.

- a. Any Employee who has been advised by a health care professional not to receive a vaccine due an underlying health conditions and a risk presented from the vaccine to the employee's health, may file a request for a reasonable accommodation with the TTS Human Resources Office. The employee shall file the request, along with a statement from a health care professional that the employee has been advised not to receive the vaccine due to a risk posed to the health of the employee. The TTS Principal, in consultation with the Immediate Supervisor will determine whether a reasonable accommodation can be granted based on a case-by-case evaluation of whether the employee can perform the essential job functions, the risk to the health and safety of staff and students of granting the accommodation, and the financial and institutional impact of granting an accommodation. Unless granting the exemption would pose a significant difficulty or expense to TTS, or a threat to the health and safety of TTS students or employees, an accommodation will be granted.
- b. Any employee who has a religious objection, based on a sincerely held religious belief, observance, or practice, to receiving a vaccine may file a request for a religious exemption. Based on the information provided in the request for religious exemption, TTS will determine if granting an exemption would pose an undue hardship on TTS operations on a case-by-case basis. Unless granting the exemption would pose an undue hardship on TTS, or a threat to the health and safety of TTS students or employees the exemptions will be granted.

## **SECTION 5.27 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 sign in and out of work at the beginning and end of the work day, and when leaving or returning to work during the day. 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 all personnel shall be from 7:30 AM to 4:00 PM during the regular workday for a minimum of eight (8) hours per day with one half (1/2) hour for lunch, unless otherwise indicated by the Board. 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 Principal. The Board shall indicate the length (start and end time) of a school day annually.

Personnel shall assist in clearing students from school building areas daily unless they are working, receiving tutorial assistance, participating in a school sponsored activity, or are supervised by staff.

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.

**SECTION 5.28 PERSONNEL WORK LOAD**

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

**SECTION 5.29 COMPENSATORY TIME AND OVERTIME**

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

Compensatory Time:

Prior to incurring overtime, which will lead to the granting of compensatory time, the employee shall request approval from their immediate supervisor. Compensatory time earned, the length of time worked, the reasons for such overtime, 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 TTS shall grant compensatory time. Such compensatory time shall be given for all involuntary or permitted hours beyond (40) hours per work week. Compensatory time will be granted at one hour for each hour of overtime worked. Compensatory time can be accrued up to 80 hours. Employees will attempt to take compensatory time within (30) days of its occurrence if scheduling permits. Employees must use compensatory time in the contract year in which it is approved.

Compensatory time must be used before any other leave. Requests for leave for compensatory time shall be done in accordance with annual leave requirements and are approved and scheduled by the supervisor. Compensatory time shall not be granted if the employee does not obtain written prior approval for accrual of compensatory time.

Involuntary or permitted work: Involuntary or permitted work is defined as work which has been required by the Tiospaye Topa School or the immediate supervisor or work which the employee performs with-the-implied consent or knowledge of the supervisor.

**SECTION 5.30 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 bi-weekly to assist in communications. Agendas and minutes will be included in monthly supervisor reports submitted to the Board.

**SECTION 5.31 PERSONNEL EXTRA DUTY**

Each staff member must assume her/his share of duties incidental to programs, extra-curricular activities, or community involvement activities assigned by her/his supervisor. All TTS employees that consider extra duty contracts must have signed prior approval by their immediate supervisor. Extra duty contracts are distinguished from consultant contracts; because they may be filled by Tiospaye Topa School employees who shall not otherwise act as paid consultants to any school programs during their regular working hours. 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 TTS. Such contracts are subject to verification that such work was not performed during regular working hours or is work already required of the employee. Extra-duty contract will be advertised and may be issued for activity sponsorship or coaching that requires consistent supervision when applicable and approved by the Board. Extra duty contracts shall be filled by TTS employees, except when no qualified TTS employee applies. Background checks and pre-employment drug tests must be completed by all coaches/sponsors who have not had a background check or drug test completed by the school prior to beginning activity.

The Athletic/ Activities Director shall be responsible for providing an orientation for all individuals having extra-duty athletic/activities contracts and have documentation submitted to the Principal's office. Orientation shall be provided to sponsors and coaches on expectations, rules and regulations, purchasing procedures, proceeds from fund-raising activities philosophical elements, supervision, and other documentation requirements.

Extra-duty contract payment shall not be made until the activity has been completed AND an evaluation by the Athletic Director and Principal has been submitted to the School Administration. Coaches/sponsors shall be subject to a coaching evaluation.

All head coaches must attend SDHSAA rules meetings for their respective activity. Failure to do so shall result in coaches reimbursing the TTS any fines assessed by the SDHSAA. Violation of any SDHSAA rule may result in the immediate termination of coaching assignment. If a coach is fined for failing to pass the coach's test, it shall be the responsibility of the employee to pay such fines. [Must pass the open-book test. Can be tutored.]

Other extra duty assignments that may occur and do not fall under the supervision of the Athletic/Activities Director, e.g. after school tutoring, substitute teaching, bus monitors, etc. Depending on the nature of the activity, advertising may or may not be required.

The department supervisor where such extra duty assignments are located will be responsible for:

1. Submitting the need for an extra duty activity to the Principal that identifies the activity, the responsibilities of the activity, and the budget.
2. Evaluating the activities.
3. Determining when payments will be paid e.g. biweekly or at the end of the activity.

## **SECTION 5.32 PERSONNEL EXPENSES**

Personnel shall receive the prior written approval of the Principal in carrying out their authorized duties before incurring expense and shall submit properly completed vouchers/requisitions and

supporting receipts as required to the School Administration.

Mileage payment shall be made at the rate currently approved by the Board when official travel has been authorized for the use of a personal vehicle.

### **SECTION 5.33 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, adversely affects their employment status or professional standing, and/or conflicts with assigned duties. Full-time employees must obtain approval of the supervising Principal to maintain employment outside of the School during the term of their contract with the School.

### **SECTION 5.34 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 supervising Principal for approval. Personnel receiving approval to provide consulting services shall utilize annual leave or leave without pay during time consultant 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.

### **SECTION 5.35 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 s/he 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 Tiospaye Topa 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 Tiospaye Topa School.

### **SECTION 5.36 CONFERENCES AND VISITATIONS**

The Principal may authorize professional leave for visitations, attendance of personnel at state, regional, and national meetings, workshops, and conferences without salary deduction. 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 supervisor with consultation with Principal). Upon completion of professional leave/activity, employee is required to report to departmental staff of training outcomes.



The Principal shall be responsible for judging which absences for professional leave will be allowed. S/he shall consider factors of limitations for employing substitutes and reimbursement for travel, meals and lodging. Such leave shall be considered administrative leave.

## **SECTION 5.37 LEAVES AND ABSENCES**

There are only specified forms of leave available to TTS personnel. These include: annual, administrative, sick, personal, bereavement, legal, military, family care, family and medical leave, spiritual leave, and leave without pay (LWOP), all of which require advance approval by the requesting employee's immediate supervisor.

No leave shall be allowed during Orientation, the first two weeks of classes and 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, that employee will utilize the prior leave arrangements.

Administrative leave is defined as leave granted by the Principal or his/her designee only for the following situations: conferences and visitations, weather-related school closings, and any other required closing of the school necessitating the dismissal of staff. Applications for leave must be made through established procedures and as far in advance as possible. 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.

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. Any employee who is AWOL or on LWOP status is subject to personnel discipline for failure to fulfill their contract. The Principal is responsible for imposing disciplinary action for any employee who is AWOL or on LWOP status. The contract of any employee who has accrued more than 24 hours of LWOP or AWOL shall be terminated unless the Principal determines it is in the best interests of the School to issue a lesser level of discipline and the Board approves a lesser level of discipline.. No advanced leave will be granted to personnel. Any absence without authorization or without leave (AWOL OR LWOP) for more than three (3) consecutive days will be deemed job abandonment and employment will automatically terminate without any action or notice required by TTS.

The School Administration shall be responsible for submitting a leave report to the Principal for TTS Board review (prior to contract renewal), reporting accumulative leave taken annually.

Employees are not required to remain at work during their lunch periods. An employee may not waive her/his lunch period and thereby leave her/his workstation prior to the end of the normal work day.

### **Section 5.37.01: 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 Tiospaye Topa School employment may be accepted to compute years of employment. This leave can be carried over up to 160 hours, or at the election of the employee, any of this leave that is unused may be paid out at their daily rate in one lump sum payment to be issued within thirty (30) calendar days of the end of their current contract, contingent on the availability of funds. Annual leave may be granted if the employee has annual leave available and use of leave is requested in advance and approved by the immediate supervisor, 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.

**Section 5.37.02: Bereavement Leave**

Bereavement leave may be granted up to three (3) days for (immediate family which will include, spouse (including domestic partners and significant others who reside in the same home), mother, father, sister, brother, child, grandchild, grandparents, aunt or uncle, and in-laws of the same degree) without loss of pay for the current year at the discretion of the immediate supervisor.

**Section 5.37.03: COVID-19 Emergency Administrative Leave**

1. In response to national and tribal emergency declared by the Cheyenne River Sioux Tribe in March 2020 as a result of the COVID-19 Pandemic, the Principal of the Tiospaye Topa School is authorized to grant paid Emergency Administrative Leave, to School Employees when:
  - A. The Principal has determined such Leave is necessary to protect:
    - i. The health and safety of School employees;
    - ii. The health and safety of School students; or
    - iii. The public health and safety of the communities served by the School; and
  - B. The period for which the Emergency Administrative Leave is granted is the minimum amount of time necessary to achieve the interests set forth in this policy, based upon the facts known at the time the leave is authorized; and
  - C. There are no other effective alternatives available such as authorizing work from home or altering the location of work for the employees who are granted Emergency Administrative Leave.
2. Prior to making a determination under subsection 1, the Principal shall ensure that:
  - A. The School has in place an established written leave policy that allows for Paid Emergency Administrative Leave (e.g., this section)

- B. The costs of such leave are equitably allocated to all related activities, including Federal awards; and
  - C. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees<sup>1</sup>
3. The Principal will issue written notification to affected employees specifying:
    - A. The employees granted Emergency Administrative Leave by class or title;
    - B. The basis for granting Emergency Administrative Leave under this Policy;
    - C. The duration of the Emergency Administrative Leave.
  4. The Principal has the authority to enact intermittent or ongoing, Emergency Administrative Leave to all or classes of employees in response to any pandemic that requires social distancing as a mechanism to prevent the spread of a virus.
  5. The Principal shall notify the School Board in writing within 48 hours when any Emergency Administrative Leave has been granted. Such notification shall include assurances that the School is in compliance with subsection B, above.
  6. This policy is based on and consistent with the following federal regulation: **2 CFR 200.431(a)**.
  7. School Employees who refuse to perform work functions when directed to do so by the Principal, including work at TTS facilities, who have not tested positive for COVID-19, or are not residing in a household with a person who has tested positive for COVID-19, will not be granted paid Emergency Administrative Leave. Such employees shall be placed on Leave Without Pay status and may be subject to further personnel actions including Reduction in Force or Termination of contract.
  8. School Employees are required to submit timesheets documenting hours taken as Emergency Administrative Leave, hours taken as other paid leave hours, hours worked at TTS facilities or remotely, and hours taken as Leave Without Pay in accordance with the requirements of TTS Personnel Policies and processes for payroll.
  9. Personnel who are on Emergency Administrative Leave status must be available to work remotely including answering phone calls and participating in remote videoconferences, unless they are granted such leave as a result of contracting COVID-19. For any hours an

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<sup>1</sup>According to federal regulation, when a non-Federal entity uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment. Further, the accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a non-Federal entity uses the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

employee who is not COVID-19 positive is unavailable for work remotely, the employee is required to take personal or sick leave.

#### **Section 5.37.04: 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 semesters for a total of ninety (90) hours per school year. 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 their immediate supervisor and the Principal prior to taking educational leave. Mid-term progress and attendance reports are to be submitted to the Principal. Any further educational leave will be denied if the employee is not fulfilling their commitment. A final grade shall be submitted to the Principal at the completion of the semester.

The school will not pay for employee tuition for college credit for participation in courses, workshops, conferences and related activities unless the school sponsors such activities and college credit are made available to school participants. The School Board must approve any program to pay tuition costs for employees, pursuant to an Employee Tuition Assistance Program.

#### **Section 5.37.04.01 Employee Tuition Assistance Program**

The Employee Tuition Assistance Program will provide tuition assistance loan funds, subject to the availability of funding for the program, to provide tuition assistance to current Tiospaye Topa School employees who seek to 1) obtain a teaching degree required for obtaining a teaching certification or 2) certification as a highly qualified teacher.

To be eligible for the program, an applicant must meet the following eligibility criteria:

1. The applicant must be a current School employee;
2. The School Board must determine, in consultation with the Principal, that the teaching certificate or highly qualified teacher designation for which the educational credits are sought will be beneficial to the School in meetings its goal of having all of its teachers highly qualified;
3. The School Board must determine, in consultation with the Principal, that the applicant is in good standing under their current employment contract, and is not subject to any pending investigations or disciplinary actions that may result in termination of the contract or reemployment at the time of the application for this program;
4. The applicant must complete the application and agree to the terms of the Promissory Note;
5. The School Board must determine, in consultation with the Principal, that the

coursework will not interfere with the applicant's employment obligations to the School;

6. The institution at which the applicant is enrolled must be an accredited institution from which completed coursework will qualify for the certification sought from the South Dakota Department of Education.
7. The applicant must be a member of a federally recognized tribe.

The School Board may, in its sole discretion, approve an application for the Employee Tuition Assistance Program in an amount not to exceed five-thousand dollars (\$5,000.00) per applicant. Applications will be considered on a first come first served basis from the date the application is complete as certified by the School Principal. Each applicant, when approved, must enter into a Repayment and Promissory Note Agreement on forms provided by the School.

The applicant must agree to the following conditions on Tuition Assistance:

1. The School will make payment directly to the higher education institution for tuition costs and any books or other required materials upon receipt of a bill from the institution.
2. The Employee Tuition Assistance Program is a loan and must be repaid unless the Program's loan forgiveness conditions are met. The applicant must remain in employment status with the School for thirty-six (36) calendar months following the date upon which the applicant obtains their teacher certification or highly qualified teacher certification as a result of completing the coursework funded by the Employee Tuition Assistance Program.
3. In the event the applicant's contract for employment is terminated by the applicant or the School for any reason, or the contract is not renewed by the School, or renewal is not sought by the applicant for any reason, the applicant will be responsible for repayment of the Employee Tuition Assistance Program loan, and interest thereon at the rate of five percent (5%) per annum accruing from the date the Employee Tuition Assistance Program funds were disbursed. The amount owed will be prorated based upon the portion of the thirty-six (36) month commitment that was fulfilled by the applicant. For example, if the applicant works for twelve (12) months following the date they obtain teacher certification, then the balance of the Employee Tuition Assistance Program loan and interest owed to the School shall be reduced by 33.33%. If the applicant is on a partial year contract, the thirty-six (36) month commitment shall be calculated based on calendar year months and not contract year months. For example, if a teacher contract provides for nine (9) contract months a year, and the teacher's employment ends twelve (12) calendar months after the date they obtained certification, their obligation to repay tuition assistance will be prorated by 33.33%.
4. In the event repayment is required, all amounts due and owing will first be taken out

of any pay due to the applicant at the time the contract is terminated, or from their final paycheck on the current contract if not renewed, and may include deduction from accrued leave payout. The applicant is required to make payment arrangements for any remainder owed prior to leaving employment, and must provide a forwarding address prior to leaving employment. The applicant is responsible for notifying the School of any address changes during the term of the Employee Tuition Assistance Program repayment.

5. The School reserves the right to seek enforcement of the Promissory Note in any court of competent jurisdiction, and the applicant will be responsible for any legal costs incurred in enforcing the Promissory Note, including but not limited to costs for locating the applicant, legal fees, court filing costs, collection costs, and any incidental and related costs.
6. The applicant must file a grievance with the School Board in the event the applicant disputes that she or he owes the School within five (5) business days of receiving a notice of repayment due. Failure to timely file and pursue an administrative appeal shall be grounds for dismissal of any defenses to payment the applicant may have in any court proceedings on the basis of failure to exhaust administrative remedies.
  - A. If the applicant successfully completes their thirty-six (36) month commitment under the Employee Tuition Assistance Program, the loan shall be forgiven by the School and the applicant shall have no further obligations to repay the tuition assistance to the School.

#### **Section 5.37.05: 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 fill out and provide the required forms and certifications available from the Principal's office. The School Board shall make all determination on Family Care Leave.

*Reference: Family and Medical Leave Act of 1993.*

#### **Section 5.37.06: 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 the employee is compensated for jury duty. If such compensation is less than the employee's salary, the TTS shall offset the balance and shall be made with appropriate documentation provided by the employee.

#### **Section 5.37.07: Maternity/Paternity Leave**

Employees may be granted a family leave of absence not to exceed twelve (12) weeks. Such leave

shall be unpaid leave. Ten (10) days of this leave will be granted without loss of pay annually. Employees may use accrued leave available during this period. If both parents are employed by the Board, their 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 is entitled to twelve (12) weeks of unpaid leave. Employees are encouraged to report pregnancy as soon as possible so health can be safeguarded and plans can be made for temporary replacements. The Principal may approve all requests for maternity or paternity leave.

#### **Section 5.37.08: Military Leave**

An employee shall be allowed approved leave of absence from her/his 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. If such compensation is less than the employee's salary, the TTS shall offset the balance and shall be made with appropriate documentation provided by employee.

"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) work days in any one calendar year. Military auxiliary members (ex: American Legion or V.F.W.) may be granted leave with 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 ten (10) workdays in any one calendar year.

#### **Section 5.37.09: Personal Leave**

Instructional personnel have ten (10) days of personal leave to use each school year. Personal leave may be granted if the employee has personal leave available and use of leave is requested in advance and approved by the immediate supervisor 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.

Not more than 160 hours of personal leave can be carried over from one year to the next. For purposes of carryover, the fiscal year is July 1 to June 30. This leave can be carried over up to 160 hours, or at the election of the employee, any of this leave that is unused may be paid out in one lump sum payment to be issued within thirty (30) calendar days of the end of their current contract, contingent on the availability of funds and School Board approval.

#### **Section 5.37.10: Shared Leave**

Employees who are experiencing, or employees who are caring for an immediate family member who is experiencing, a serious and prolonged medical condition may receive additional paid leave benefits which are donated by their coworkers. All employees who are eligible to use and receive annual or sick leave may donate time to a shared leave pool from which eligible employees may draw during such instances. All employees who are eligible to use and receive annual or sick leave are eligible to draw time from the shared leave pool.

For the purpose of this shared leave policy, the following definitions of terms are applicable:

1. “Immediate Family” means a biological or legally adopted son, daughter, mother, father, legal guardian, common law partner, or spouse.
2. “Catastrophic or Life-Threatening Event” means a major or life threatening illness, injury, or major surgery affecting the health of an employee or an employee’s immediate family.
3. “Unique Circumstances” means events that include financial hardship, income loss, and lone-parent households.

The following provisions govern the administration of this shared leave policy:

1. Employees may only donate their earned annual leave time to the share leave pool.
2. No employee may reduce her or his available annual leave balance below ten (10) days by donating her or his earned annual leave hours to the shared leave pool.
3. Employees may only donate a maximum of six (6) days per year, or forty-eight (48) hours per fiscal year to the shared leave pool.
4. Recipient employees may only use a maximum of thirty-two (32) days (or 256 hours) of donated shared leave pool leave per fiscal year.
5. Before donated leave time from the shared leave pool may be applied, the requesting employee must first exhaust all of her or his accrued annual and sick leave benefits.
6. Leave which is donated to the shared leave pool shall be considered an irrevocable transfer. When a donating employee authorizes the transfer of her or his annual leave, then her or his annual leave balance will be immediately reduced and the corresponding leave placed within the shared leave pool.
7. All requests to donate leave to the shared leave pool, or to use leave from the shared leave pool, must be in writing and signed by the employee.
8. An employee may not accrue leave on the leave that has been donated to her or him.
9. 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 the 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 pay of the donating employee and the recipient employee are different.
10. In the event that there are more requested leave hours than available shared leave pool hours, then 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 hours distribution.
- b. Priority Number 2: After first considering Priority Number 1, the Business Manager shall next prioritize the allocation of available shared leave pool hours based on employee seniority. If Priority Number 1 considerations are equal among the requesting employees, then the available shared leave pool hours shall be awarded to the employee with the most time in service.
- c. Priority Number 3: After first considering Priorities Numbers 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 Numbers 1 and 2 considerations are equal among the requesting employees, then the available shared leave pool 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 Numbers 1 through 3, if an objective determination of how shared leave pool hours should be distributed cannot be made, then the Business Manager shall consult the School 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, then the available shared leave pool hours shall be awarded to the employee facing the greatest hardship due to her or his unique circumstances as determined by the School Board.

**Section 5.37.11: Sick Leave**

Personnel are eligible for sick leave. Non-certified personnel will earn sick leave at the rate of four (4) hours per pay period. Certified personnel will earn sick leave at the rate of two (2) hours per pay period. Sick leave may be granted for employee illness. 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 supervisor has a suspicion that an employee is abusing the sick leave program, the supervisor may request verification of the illness from a health professional. If an employee has over eighty (80) hours of accumulated sick leave, this sick leave may be donated to another employee who is ill and without any remaining sick leave. Such arrangements shall be made through the School Administration and shall not be made informally.

**Section 5.37.12: Spiritual Leave**

Tiospaye Topa School year-round employees who participate and are dancing in a Sun Dance can be granted up to three working days of paid spiritual leave yearly. Year-round employees wishing to apply for spiritual leave must submit to their supervisor a request for three days at least two weeks in advance. The supervisor and employee will determine that the duties of the employee will be

fulfilled, and that notification has been made in sufficient time for those duties to be fulfilled.

### **SECTION 5.38      SUBSTITUTE EMPLOYEES**

The School Administration shall be responsible for acquiring a list of substitute employees meeting Board requirements on an 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.

Substitute Teachers:

Substitute Teacher Orientation will be organized by the Supervising Principals. Substitute Orientation will be held at the beginning of each semester. All substitute teachers shall possess and file a copy of their high school diploma or GED with the School Administration. Background checks are required for substitutes.

The respective school secretary will contact the School Administration for available substitutes during teacher absence. 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 their Principal to be used by the substitute teacher.

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).

See Annual Pay Schedule.

### **SECTION 5.39      HOLIDAYS**

Personnel shall be provided paid holidays, which shall include:

New Year's Day, Martin Luther King Jr. Day, Chief's Day, Memorial Day, Juneteenth, June 25<sup>th</sup> Victory Day, 4<sup>th</sup> of July, Labor Day, Native American Day, Veterans' Day, Thanksgiving Day, and Christmas 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 of the employment contract will be considered paid holidays.

### **SECTION 5.40      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 of 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.

## **SECTION 5.41      CODE OF ETHICS**

**Obligations to Students.** In fulfilling their obligations to the students, educators, professional staff and support personnel shall, where applicable:

1. Not without just cause restrain students from independent action in their pursuit of learning, and shall not without just cause deny to the students access to varying points of view.
2. Not deliberately suppress or distort subject matter for which they bear responsibility.
3. 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.
4. Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement.
5. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family social or cultural background exclude any student from participation in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
6. Not use professional relationships with students for private advantage.
7. Keep in confidence information that has been obtained in the cause of professional service, unless disclosure serves professional purposes or is required by law.
8. Not tutor for remuneration students assigned to their classes unless no other qualified educator is reasonably available.
9. Shall maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.

**Obligations to the Public.** In fulfilling their obligations to the public, educators shall:

1. 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.

2. Not knowingly distort or misrepresent the facts concerning educational matters in direct, and indirect public expressions.
3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. 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.

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

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

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

1. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment of conditions of employment.
4. 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.

5. 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.
6. Conduct professional business through channels that have been developed and approved by the employing agency, when available.
7. Not delegate assigned professional responsibilities to unqualified personnel.
8. Permit no commercial exploitation of their professional position.

#### **SECTION 5.42      TEACHER RECORDS**

Teachers shall be required to accumulate and report information on students for which learning activities are provided inclusive of:

- A. Name and age of the student,
- B. Daily attendance of each student,
- C. Academic performance:
  1. Mid-quarter, quarter(s) (K-6),
  2. Advancement/retention reports, (K-12),
  3. Mid-term progress reports, mid-quarter, quarter, and semester grades (7-12),
  4. Promotional Summary (K-8),
- D. Social development (Kindergarten).
- E. An updated inventory of classroom materials and equipment at the end of school,
- F. Weekly lesson plans for areas of instruction to respective Principal,
- G. Proficiency levels (Testing).

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 cleaning, and other assigned activities prior to receiving final contract payment for the school term.

#### **SECTION 5.43      LESSON PLANS**

All instructional staff is required to prepare lesson plans and utilize the process designated by their respective principal. Teachers will provide the respective Principal with a copy of their weekly lesson plans by 7:45 AM the Monday of said implementation week.

The respective 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.

#### **SECTION 5.44      PERSONAL APPEARANCE**

The Tiospaye Topa 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, and all headgear will not be allowed indoors. Staff who report to work with visible hickeys will be sent home and shall be required to take leave without pay until hickeys are no longer visible.

#### **SECTION 5.45      EMPLOYEE USE OF SOCIAL MEDIA**

##### **1. Purpose**

The Tiospaye Topa 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, and any other social media. The School takes no position on employees' decision 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 state, tribal or federal laws or school policies.

##### **2. General Statement**

The School recognizes the importance of online 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, 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 designee, and parental 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 any information or engaging in communications that violate state, tribal or federal laws or School policies.

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with School students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated 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, LinkedIn, Flickr, YouTube, 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 schools 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 an employee's postings, displays, or communications on any social media network must comply with all state, tribal and federal laws and any applicable School policies.

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.

Employees should not use their School e-mail address for communications on public social media networks that have not been approved by the School.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized

by the Principal, or designee.

When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws.

Employees may not use or post the School logo any social media network without permission from the Principal, or designee.

Employees may not post images on any social media network of co-workers without the co-workers' consent.

Employees may not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.

Employees may not post any nonpublic images of the School premises and property, including floor plans.

- b. 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 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.
- c. 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 conversation. 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 participation in School-sponsored events, including volunteer activities.
- d. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. 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.

- e. 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.

#### **SECTION 5.46 TOBACCO USE AND VAPING**

Board and Staff shall not smoke, vape, use e-cigarettes, or use tobacco in any form while on the school campus. Board and Staff shall not smoke, vape, use e-cigarettes, or use tobacco in any form while occupying a school vehicle.

#### **SECTION 5.47 GAMBLING**

The "Rules of Gambling" 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, or collecting money.
2. For an employee to personally use students (children) or school sponsored activities for monetary gain is considered to be unethical and may subject him/her to disciplinary action.
3. Betting on or developing a pool on sporting events such as the Super Bowl or NCAA Basketball finals shall not be allowed during school hours.
4. Supporting games or activities that generate money for classes or student projects is an allowable employee activity, as long as it is in compliance with federal laws and regulations.
5. During the school day, TTS Policy prohibits school employees from participating in pools, buying or selling chances, spots, slots, etc. to school employees. Doing so may subject the employee to disciplinary action.

#### **SECTION 5.48 DRUG-FREE WORKPLACE**

The use or possession of alcohol and illegal drugs is forbidden on TTS school grounds or while on travel for TTS School by all employees and School Board members. The Tiospaye Topa School Board shall provide for an alcohol and drug-free work environment. TTS 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, TTS provides the following guidelines to assist in the provision of services and discipline to employees or administrators who abuse alcohol or drugs.

**Section 5.48.01: 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 a School Board member, an employee or administrator, be it on school property or off campus while performing official duties. It includes time on travel for TTS.
- 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.

**Section 5.48.02: 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, a crime against persons, a crime of violence or any crime against a child, on or off the Cheyenne River Indian Reservation, shall notify the Principal 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 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, crime against persons, crime of violence, or any crime against a child including abuse or neglect must report such charges to the Principal 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 contender will result in termination of employment.

**Section 5.48.03: 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 abuse may result in suspension with recommendation for termination of an employees' services at the school.
- c. The selling, distribution, or manufacture of alcohol or illegal drugs by TTS employees at any time in any location will subject the employee violator to immediate suspension from work by the Principal, with the recommendation for termination of employment to the Board. Reported incidences of such activity will be turned over to the Cheyenne River Sioux Tribal law enforcement.
- 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 of Tiospaye Topa School for further investigation, which may result in disciplinary action up to and including termination and referral of a complaint to the Cheyenne River Sioux Tribal Law Enforcement Department.
- e. All employees of the Tiospaye Topa School have an obligation to report to the Principal and the Principal 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.

**SECTION 5.49 ALCOHOL & DRUG TESTING**

All employees will be subject to the TTS Alcohol & Drug Testing procedures set forth in this Policy. All employees will be provided 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. This policy is property of the Tiospaye Topa School. This policy is designed and implemented specifically for TTS purposes only and should not in any way be copied and used in another organization. This policy is provided to interested organizations wishing to establish a similar policy to be used as a guide only. All test results are the property of Tiospaye Topa School and copies of results will not be distributed except by order of a court of competent jurisdiction.

**Section 5.49.01: Statement of Policy**

The Tiospaye Topa 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. Tiospaye Topa 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 TTS 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 Tiospaye Topa 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 Tiospaye Topa School Board will comply with all applicable federal, state, and tribal laws and regulations to implement this program.

**Section 5.49.02: Requirements for Policy Distribution**

The TTS Board shall provide written notice to every covered employee of the Tiospaye Topa 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 Principal 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 the 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 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 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 TTS Board implements elements of an alcohol and drug-free program that are in addition to this policy, the TTS Board shall give each covered employee specific information concerning which provisions are mandated by this policy and which are not.

**Section 5.49.03: Education and Training**

The TTS 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 covered employee informational material and a community service hot-line telephone number for employee assistance, if available.
- b. Training:
  - (1) Covered employees. Covered employees shall receive at least 60 minutes of 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.
  - (2) Supervisors who make reasonable suspicion determinations shall receive prior on physical, behavioral, and performance indicators for reasonable suspicion and drug use. Training must be completed every two years.
  - (3) Transportation Manager, bus drivers, and all CDL holders must receive training annually on the physical, behavioral, and performance indicators for reasonable suspicion and drug use.

**Section 5.49.04: 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 concentrations** 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 Tiospaye Topa 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)**. An individual who instructs and assists 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**. A container into which the employee urinates to provide the urine sample used for a drug test.
- m. **Collection site**. A place designated by the TTS 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.

- a. **Contractor** means a person or organization that provides a service for Tiospaye Topa School consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.
- b. **Controlled Substance** means any drug or substance, or its immediate precursor, included in schedule I, II, III, IV, or V of part B of 21 U.S.C. Chapter 13, Subchapter I as set forth in 21 C.F.R. §§1308.11 - 1308.15. The term does not include distilled spirits, wine, malt beverages, or tobacco, as those terms are defined or used in subtitle E of the Internal Revenue Code of 1986. It does include, but is not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
- c. **Disabling damage** means damage which precludes departure of a motor vehicle the scene of the accident/incident in its usual manner in daylight after simple repairs.

(1) Inclusion. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

(2) Exclusions.

(i) Damage which can be remedied temporarily at the scene of the accident/incident without special tools or parts.

(ii) Tire disablement without other damage even if no spare tire is available.

(iii) Headlamp or taillight damage.

(iv) Damage to turn signals, horn, or windshield wipers which makes them inoperative.

- a. **Employee.** An individual, including all employees of Tiospaye Topa School, temporary, volunteers, applicants for employment, or transferees. As used in this manual "employee" includes an applicant for employment. "Employee" and "individual" have the same thing meaning for purposes of this policy.
- b. **EBT (or evidential breath testing device).** 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 to the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.
- c. **Medical Review Officer (MRO)** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Tiospaye Topa 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 and any other relevant biomedical information. The Medical Review Officer shall have the authority to make determinations of whether an employee positive test result is consistent with use of a medically prescribed controlled substance at dosages that were medically prescribed, in which case an employee will not be considered to have a positive test result.
- d. **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.
- e. **Prohibited drug** means any controlled substance, including but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP) and four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone) for which the employee or job applicant does not have a valid medical prescription. Some common names for these

semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

- f. **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.
- g. **Safety-sensitive function** means any of the following duties:
  - (1) Operating a vehicle;
  - (2) Operating a vehicle, when required to be operated by a holder of a Commercial Driver's License;
  - (3) Controlling dispatch or movement of a vehicle;
  - (4) Maintaining a vehicle or equipment used in service;
  - (5) Carrying a firearm for security purposes; or
  - (6) Performing a function, which potentially impacts the life, health, or safety of another person.
- h. **Screening test (or initial test)**. In drug testing, an immuno-assay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
- i. **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.
- j. **Vehicle** means a bus, van, or automobile.
- k. **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.
- l. **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.



**Section 5.49.05: Persons Who are Subject to Testing**

The following employees, who perform a safety-sensitive function, will be subject to alcohol and drug testing, pursuant to the federal government’s Drug Free Workplace Policy:

- (1) All employees of the Tiospaye Topa School.
- (2) Any part-time, substitute, temporary employee and volunteers of Tiospaye Topa School if said employee or volunteer participates in school functions for more than two (2) weeks or supervises students overnight.
- (3) Any applicant selected for employment at Tiospaye Topa School.
- (4) Casual or occasional driver, leased and independent drivers whether leased or directly employed by Tiospaye Topa School.
- (5) All Tiospaye Topa School Board members (annually).

**Section 5.49.06: Prohibited Substances.**

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

**Section 5.49.07: 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.

**Section 5.49.08: Prohibitions**

**a. On-duty use.**

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 Principal any knowledge of the use of alcohol or controlled substances by any employee immediately.

**b. Pre-duty use.**

- i. General. The TTS 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.

Employees or applicants who are prescribed a controlled substance by a medical professional are required to report such information to the Administrative Assistant. TTS reserves the right to limit employee performance of safety sensitive functions by any employee who is taking a controlled substance for medical reasons when TTS determines that such prescriptions impair the employee's ability to safely and effectively perform job functions. TTS will make every effort to provide its employees with reasonable accommodations that permit the employee to continue to perform their essential job functions.

ii. On-call employees: The TTS 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, s/he 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.

#### **Section 5.49.09: 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 TTS 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 exceptions to the testing protocols set forth herein.

##### **a. Pre-employment testing.**

i. The Tiospaye Topa School shall be responsible for the drug testing costs contained in this section. Only the Principal 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 test.

iii. The TTS 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 TTS.

v. The TTS 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 TTS 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 TTS shall conduct testing when a supervisor has reasonable suspicion to believe that the employee has used prohibited alcohol or drugs. All Supervisors shall receive testing on “reasonable suspicion” annually.

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 a 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 Tiospaye Topa 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 TTS shall test each surviving employee operating a vehicle for the TTS at the time of the accident/incident. The TTS shall also test any other employee whose

performance could have contributed to the accident/incident, as determined by the TTS using the best information available at the time of the decision.

ii. Nonfatal accidents/incidents. As soon as practicable following an accident not involving the loss of human life, in which the vehicle involved is a bus, van, or automobile, the TTS 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 TTS 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. TTS shall test any employee driver received a citation for a moving traffic violation arising from the accident/incident.

v. TTS shall ensure that an employee required to be tested under this section is tested as soon as practicable but within 32 hours to test for prohibited drugs and 8 hours for alcohol.

(a) If an alcohol test required is not administered within two hours following the accident/incident, the TTS 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 8 hours following the accident/incident, the TTS 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 TTS 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 TTS to have refused to submit to testing.

vii. Nothing in this section shall be construed to require the delay of necessary medical attention for 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 Tiospaye Topa School shall be responsible for the alcohol and drug testing costs contained in this section.

x. The School Board shall be notified of any accidents involving TTS vehicles.

**d. Random Testing.**

i. The minimum annual percentage rate for random drug testing shall be not less than 7 percent for regular employees and not less than 30 percent for bus drivers and CDL drivers. There shall be a separate random pool for each of the following:

(a) regular employees

(b) bus drivers and CDL drivers.

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 vender 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 Principal 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 Principal 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 TTS 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 Principal.

(b) Notification letters are prepared by the Principal and identifies where to report, date and time of reporting for testing.

(c) Notification letters are personally delivered by the Principal.

(d) Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.

(e) Upon reporting to 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 Tiospaye Topa 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 Tiospaye Topa School employees. The TTS shall ensure that, before returning to duty to perform a safety-sensitive function, each employee who has refused to submit to a test or 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 TTS 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 testing costs included in this section.

**f. Follow-up testing.**

The requirements of this section shall apply only to regular Tiospaye Topa 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 a determination that an employee is in need of assistance in resolving problems associated with drug or alcohol use, the TTS 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 employee 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 Principal.
- (b) Employee notification letter is prepared by the Principal and identifies where to report, date and time of reporting for testing.
- (c) Notification letter is personally delivered by the Principal.
- (d) Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
- (e) Upon reporting to 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 that apply after submitting. The employee shall be responsible for the alcohol and/or drug testing contained in this section.

**Section 5.49.10: Testing Procedures**

Testing shall be conducted in a manner to assure adherence to standards of confidentiality, privacy, accuracy, and reliability. The Tiospaye Topa School will establish a collection site 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 undergo testing by an initial screening procedure which is followed by confirmation by (Gas chromatography/mass spectrometry GC/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 results of less than 0.02 or a retest (confirmation) test must be done following a 15-minute wait.

iii. If the confirmation reveals a BAC of greater than 0.039, the employee is in violation of the policy.

**Section 5.49.11: Consequences of Positive Test Results or Refusal to Test**

**a. Action when employee has a verified positive test result.**

This section shall apply only to regular Tiospaye Topa 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 TTS shall require that an employee or cease performing a safety-sensitive function.

ii. The employee shall be placed on unpaid leave status for the period of evaluation and rehabilitation. An employee may use accrued leave with approval of the Principal. 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 week after receiving notice of positive test result or refusal to test. If an employee does not participate in an assessment within the time-line, 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 TTS shall ensure that the employee meet 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 TTS 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 substances abuse professionals and counseling and treatment programs.

(b) The TTS 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 or drug use.

(c) Assessment and rehabilitation may be provided by the TTS, by a substance abuse professional under contract with the TTS, or by a substance abuse professional not affiliated with the TTS. The choice of substance abuse professional and assignment of costs shall be made in accordance with TTS employee agreements and TTS Board policies.

(d) The TTS 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 a tribal, state, county, or municipality;

(ii) The TTS or a person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of the TTS.

(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.

(e) The TTS shall ensure that, before returning to duty to perform a safety-sensitive function, an employee has complied with the referral and Assessment provisions of this policy and takes a return to duty testing with a verified negative result.

(f) Any employee who has more than one (1) positive test result during the term of their employment shall be terminated.

**b. Other alcohol-related conduct.**

i. The TTS shall not permit an employee tested under the provisions of this policy who is found to have an alcohol concentration of any level to perform or continue to perform safety-sensitive functions, until:

(a) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test, and after a return to duty test is negative.

ii. This does not prohibit the TTS from taking any action otherwise consistent with law and

TTS 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 Tiospaye Topa School Board.
- ii. An employee, who has a second positive test result during any period of employment with TTS regardless of when the first positive test result occurred, will be terminated by the Tiospaye Topa School Board. No grievance shall be permitted from a termination on the basis of a positive test result.
- iii. As soon as is practicable, after receiving notice that a probationary, temporary, substitute, part-time or volunteer has a verified positive test result, or refuse to submit to a test, the TTS shall terminate such individual immediately from any further service to TTS. The probationary, temporary, substitute, part-time or volunteer shall not be permitted to provide services to the Tiospaye Topa School for one year from the date of the verified positive test result. Any other employee terminated for violation of this policy shall be ineligible for re-employment for a period of one year.

**d. Substance Abuse Professional.**

The TTS'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 Tiospaye Topa School Principal's Office.

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 professional 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 follow-up drug tests with verified negative results during the first 6 months after returning to duty. After that period of time, the substance abuse professional may recommend to the TTS the frequency and duration of follow-up testing, provided that the follow-up testing period ends 1-year employee returns to duty. In addition, follow-up testing may include testing for alcohol, as directed by the substance abuse professional, to be performed in accordance with this policy.

**Section 5.49.12: 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.

**Section 5.49.13: Administrative Requirements.**

**a. Retention of records.**

- i. General requirement. The TTS 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.**

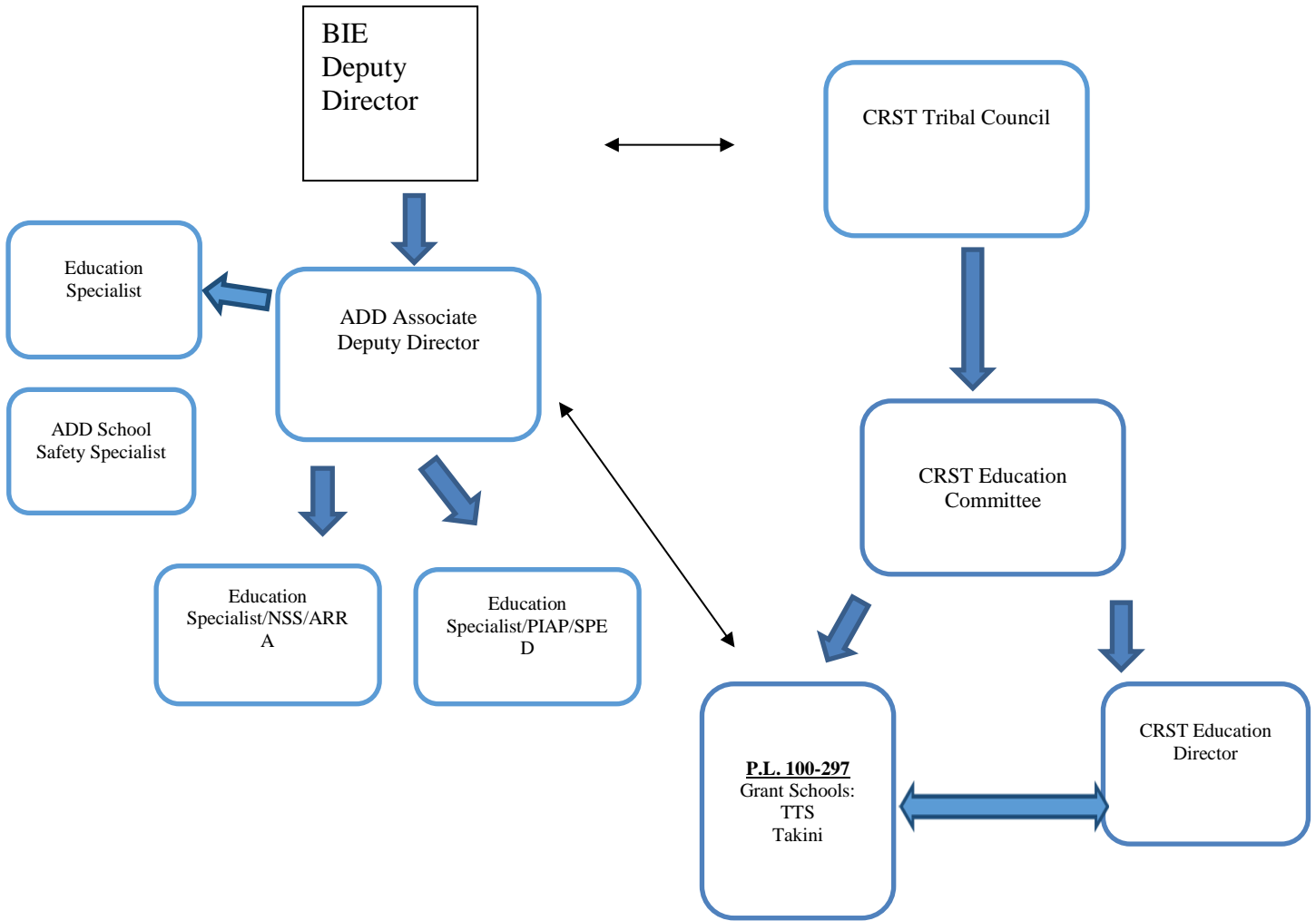
- i. Except as required by law, or expressly authorized or required in this section, the TTS may not release information pertaining to an employee that is contained in records required to be maintained.
- ii. Any and all documents pertaining to an employee or school board member's alcohol and/or drug tests are property of Tiospaye Topa School and shall not be made available to anyone other than designated employees of Tiospaye Topa 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 TTS shall permit access to all facilities utilized in complying with the requirements of this policy to any agency with regulatory authority over the TTS or any of its employees.
- v. The TTS shall disclose data without identifying names of employees for its drug and alcohol testing program and any other information pertaining to the TTS's drug and alcohol free program required to be maintained by appropriate regulatory requirements, when requested by any agency with regulatory authority over the TTS or employee.
- vi. Records shall be made available to a subsequent employer upon receipt of written request from the employee. Subsequent disclosure by the TTS is permitted only as expressly authorized by the terms of the employee's request.
- vii. The TTS 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 TTS shall release information regarding an employee's record as directed by the specific, written consent of the employee authorizing release of 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.

**Section 5.49.14: Testing Agencies Authorized.**

The School Board shall approve by motion or resolution a contract and MOA with an outside entity or a TTS employee qualified to perform specimen collection, and with an outside entity designated by TTS to perform drug and alcohol testing in accordance with this Policy. The designated entity shall collect alcohol and drug specimens on Tiospaye Topa School employees and school board members and those organizations that have a Memorandum of Agreement (MOA) with Tiospaye Topa School for such services.

# APPENDIX 1: BIE/Tribal Organization Chart

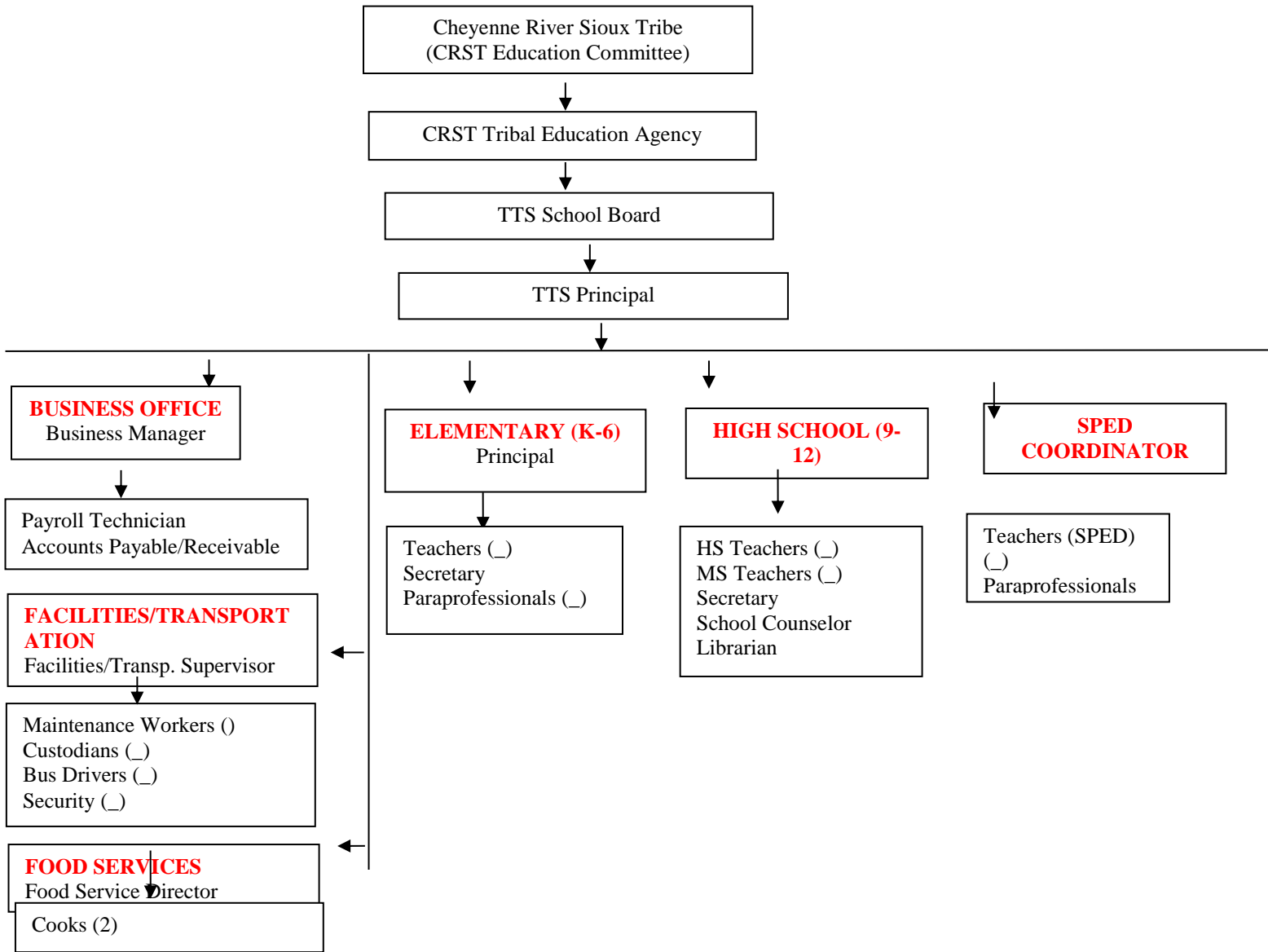
## Bureau of Indian Education (BIE)



## APPENDIX 2: LIST OF COMMONLY USED BIE ACRONYMS

<b>Acronym:</b>	<b>Meaning:</b>		
<b>BIE</b>	Bureau of Indian Education		
<b>DD</b>	Deputy Director		
<b>ADD</b>	Associate Deputy Director		
<b>DPA</b>	Division of Performance & Accountability		
<b>DOE</b>	United States Department of Education		
<b>NSS</b>	NATIVE Star Specialist		
<b>NATIVE STAR</b>	National Assessment Tool for Innovation, Validation Education	On going	School Leadership Team (SLT)/ School Improvement Team (SIT), Administration & Professional Learning Communities (PLSs)
<b>PIAP</b>	Performance Improvement & Accountability Plan	Quarterly	School Administration
<b>NASIS</b>	Native American Student Information System	Daily (student information, student attendance, behavior incidents, IEP's, transcripts, grade book)	All school personnel NASIS Administrator
<b>ISEP</b>	Indian Student Equalization Program	Yearly	NASIS Administrator
<b>CIMP</b>	Compliance Improvement Monitoring Process	Yearly	School Administration
<b>LSP</b>	Local School Improvement Process	Yearly	Special Education
<b>STAR</b>	Self-assessment Tool for Accountability & Results	Yearly	School Administration

**APPENDIX 3: TIOSPAYE TOPA ORGANIZATIONAL CHART**



**APPENDIX 4: SCANS FORM**

# TTS School SCANS Report Form

**FEDERAL LAW MANDATES THAT ALL EMPLOYEES EMPLOYED BY TRIBAL GRANT SCHOOLS ARE MANDATORY REPORTERS OF SUSPECTED CHILD ABUSE UNDER THE INDIAN CHILD PROTECTION AND FAMILY VIOLENCE PREVENTION ACT THE CRIME CONTROL ACT OF 1990. FAILURE TO REPORT IS A FEDERAL CRIME AND PUNISHABLE BY LAW FOR FAILURE TO REPORT ABUSE. PLEASE REFER TO PERSONNEL POLICY ON REPORTING PROTOCOL.**

		<b>Report Date:</b>	<b>Report Time:</b>		
<b>School Information</b>					
1. Reporting School: (Elementary, Middle, High School or Alternative)			2. School Supervisor:		
3. School Phone No.: (     )			4. Responsible Dept. Supervisor:		
<b>Personal Information of Victim</b>					
5. Last Name: Initial:		First Name:		Middle	
7. SSN:	8. DOB:	9. Age:	10. Grade:	11. Sex:	
12. Check Suspected Activity or Abuse: <input type="checkbox"/> CHS employee engaged in discourteous conduct involving a student, such as using inappropriate language, making inappropriate comments of a non-sexual manner, calling names, insulting or humiliating a child, shouting, cursing; <input type="checkbox"/> Rude, boisterous play that adversely affect production, discipline, or morale of student; <input type="checkbox"/> Use of abusive, demeaning, degrading, or insulting language; <input type="checkbox"/> Quarreling or inciting to quarrel; <input type="checkbox"/> Any situation that is comparable in nature to the examples and situations identified above. <input type="checkbox"/> Physical Abuse (Circle one of the following that applies: Level I or Level II) <input type="checkbox"/> Emotional Abuse (Circle one of the following that applies: Level I or Level II) <input type="checkbox"/> Sexual Abuse (Circle one of the following that applies: Level I or Level II) <input type="checkbox"/> Neglect (Circle one of the following that applies: Level I or Level II)					
13. Describe any indicators of abuse (See Examples Page 2).					
14. Name of Parent(s), Guardian, Custodian:				15. Relation to Victim:	
16. Contact Telephone Number of Parents, Guardian, or Custodian: (     )					
17. Complete Mailing Address:			18. Physical Location of Residence:(attach map, if applicable)		
<b>TTS Adult Information</b>					
19. Full Name of TTS or Non-TTS Staff or Adult:			20. TTS or Non-TTS Staff or Adult Position/Status:		
21. If TTS Employee, Position Title:					



22. Contact Information for Alleged Offender: Day Telephone: (    ) Address or Physical Location:		<input type="checkbox"/> TTS Employee <input type="checkbox"/> TTS Contractor/Consultant <input type="checkbox"/> Volunteer * <input type="checkbox"/> Relative*, _____ <span style="margin-left: 150px;">Specify</span>
23. Location of alleged incident:	24. Date of alleged incident:	<input type="checkbox"/> Other*, _____ <span style="margin-left: 150px;">Specify</span> <input type="checkbox"/> Student ** <small>**Refer to school/agency policies and procedures for any alleged offenders under the age of 18 or classified as a student.</small>
	25. Time of alleged incident:	
26. Full Names and telephone numbers of potential witness(es):		
<b>Mandatory Reporter Information</b>		
27. Full Name and Title of Mandatory Reporter Reporting Above Incident:		28. Signature: _____ Date: _____
29. Full Name of School Principal or Designee:		30. Signature: _____ Date: _____
31. Has Mandatory Reporter Requested Protection of their Identity? Yes <input type="checkbox"/> No <input type="checkbox"/>		32. Initials of Mandatory Reporter: _____