

**SECTION IV: SITTING BULL SCHOOL PERSONNEL POLICIES
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SECTION IV: SITTING BULL SCHOOL PERSONNEL POLICIES

SECTION 1 – EMPLOYMENT POLICIES

Section 1.01 EQUAL OPPORTUNITY EMPLOYMENT, INDIAN PREFERENCE, AND VETERAN PREFERENCE

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, but Indian preference in employment, as set forth in 25 U S Code Chapter 14, Subchapter II Indian Preference Self-Determination and Education Assistance Act, 450e Wage and Labor standards: (b) Preference requirements for wages and grant, and Veteran preference, as set forth below, shall apply. The Board will take action to ensure that applicants are employed, assigned, re-assigned, and promoted, and retained regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to enrolled members of federally recognized Tribes regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability, subject to this Indian preference policy.

The School shall also give preference in initial hiring to honorably discharged veterans of the Armed Forces of the United States.

Employment Preference: The Board may consider Indian preference and Veteran’s preference in employment when considering employee selection at the School. Preference may be considered and granted if applicants are considered of equal educational, experience, and other preparatory and skill backgrounds. Veterans applying for veteran preference must provide a DD214 document to verify their eligibility for preference.

The Sitting Bull Superintendent shall coordinate Title IX and Section 504, Affirmative Action, and Americans with Disabilities Act compliance activities. Any person who feels they have been discriminated against the basis of race, creed, color, national origin, religion, gender, age, marital status, disability, or prior civil rights activity shall file a written complaint with the School Superintendent for investigation within five (5) business days of the incident the complaint arise from. The Superintendent shall investigate all written complaints filed, and shall take appropriate disciplinary action regarding any substantiated complaint. If the complaint is against the Superintendent, the complaint shall be filed with the Chairman of the School Board for investigation and appropriate disciplinary action shall be taken by the Board on any substantiated complaint.

SECTION 2: STAFF DEVELOPMENT OPPORTUNITIES

The Superintendent is responsible for designing and presenting a Staff Professional Development Plan to the Board annually for the review and approval of the Board. Employees shall be provided opportunities for the development of increased competence beyond what they may attain through the performance of their assigned duties under the Staff Professional Development Plan. Programs shall be designed to meet the needs of personnel in areas of deficiency as identified through personnel evaluations and other performance indicators including but not limited to accreditation standards, and School Improvements plans.

SECTION 3: STAFF AND BOARD CONDUCT

Section 3.01 Code of Professional Ethics

Student Obligations: Educators shall maintain the following ethics practices in regard to students.

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 carrying 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, sexual orientation, national origin, marital status, political affiliation, or family, social or cultural background exclude any students 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 course 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, recrimination, and harassment.

PUBLIC OBLIGATIONS: Educators shall maintain the following ethical practices in regard to the public.

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 promote political candidates or partisan political activities.
5. Not accept 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.

PROFESSIONAL OBLIGATIONS: 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. Withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
4. Not misrepresent their professional qualification.
5. Not knowingly distort evaluation of colleague.

6. Not disparage a colleague before others nor criticize a colleague before students.

PROFESSIONAL EMPLOYMENT PRACTICE OBLIGATIONS:

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 and assignment or conditions of employment.
4. Give prompt notice to the employing agency of any change in availability of service 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 effected 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.

NON-PROFESSIONAL PERSONNEL SUPPORT STAFF

The Board considers its support personnel who serve as secretaries, kitchen workers, custodians, maintenance persons, and other non-certified positions vital to the smooth functioning of the school system. Certified and non-certified personnel should work together as partners to provide the best possible learning environment for the children and youth of the school.

Members of the support staff shall be appointed by the Board upon the recommendation of the Superintendent. All vacancies shall be made known to the present staff. Anyone who believes himself/herself qualified for a position may submit an application.

Assignments of members of the support staff shall be made by the Superintendent in the best interest of the School. Such assignments may be either permanent or temporary. The preference of employees shall be taken into consideration in making assignments. Employees may request a transfer of assignment from job to job or one unit or division to another unit or division, which will be granted when it is to the

advantage of the School. Within the school, the Superintendent may assign members of the support personnel to tasks appropriate to their positions and qualifications.

Section 3.02 Staff Conflict of Interest

Employees and Board members will not engage in nor have a financial interest in any activity that poses a potential or actual conflict of interest with their duties and responsibilities.

Section 3.02.1 Definitions

Personal financial gain, for purposes of this policy, is defined as: Financial benefit to the employee or their immediate family.

Personal Conflict of Interest is defined as: A conflict involving personal relationships in which the employee or their employer determines on the basis of objective evidence, that the decision maker is not capable of making an objective decision.

Immediate family member, for purposes of this policy, is defined as: Any person residing in the same household as the employee, officer, or agent; and their spouse, parents (whether step, in-law, adopted, or blood-related), grandparents (whether step, in-law, adopted, or blood-related), siblings (whether step-siblings, adopted siblings, or blood related siblings), brother or sister-in-laws, sons or daughters (whether step, adopted, or blood related), and grandchildren.

Section 3.02.02: Conflicts of Interest Prohibited

Conflicts of interest prohibited include, but are not limited to:

1. Use of or distribution of information concerning students, parents, school vendors, other school employees, or any other information gained as a result of employment in the School for financial or personal gain as defined below;
2. Contracting with the School by an employee to sell textbooks, instructional supplies, equipment, reference books or any other school products to the school. Employees may not be engaged in the sale of products to the school, even if the proceeds of such sales are intended for charitable purposes; nor will employees collect any money or distribute any fundraising literature without the prior approval of the Superintendent.

3. Participation in personnel decisions or supervision of immediate family members, or the award of any contract with the School to an immediate family member.

Section 3.02.03: Decision making Regarding Conflicts of Interest

The Board will ensure that at no time will any administrator be responsible for the supervision and/or evaluation of an employee who is an immediate family member.

Any personnel with information that a conflict of interest exists with regard to their participation in decision making, or in the participation of other school personnel in decision making is required to report that conflict of interest to their Immediate Supervisor, or to the Immediate Supervisor of the employee involved in an actual, potential or apparent conflict of interest immediately. Failure to report conflicts of interest is grounds for disciplinary action up to and including termination of employment.

Where a conflict of interest involves a member of the School Board, that School Board member shall remove themselves from the room until a decision has been made on the issue, and shall refrain from participation in the decision making, including discussion of the issue. If another Board member or School personnel raises a Board member conflict of interest, the Board member may remove themselves from participation in decision making, or the School Board may remove the Board member from decision making by a majority vote.

Enforcement of conflict of interest policy: The initial determination of whether an actual, apparent, or potential conflict of interest exists in personnel matters shall be made by the Immediate Supervisor of the employee involved. Any decision may be appealed to the School Board, whose determination as to whether an actual, apparent, or potential conflict of interest exists shall be final.

In the event that a majority of the quorum of the Board is impossible to achieve to make a decision due to conflict of interest, the Board hereby delegates to the remaining Board members the authority to make a decision on the issue.

Section 3.03: Staff Participation in Political Activities

An employee who intends to campaign for elected public office will notify their Immediate Supervisor in writing at the earliest possible moment, of the office she/he intends to seek.

Any employee that is appointed or elected to public office where notice to the Immediate Supervisor is not possible shall notify the Immediate Supervisor on the next Business day following such election or appointment.

The Superintendent, the Immediate Supervisor, and the employee will meet and discuss these matters to determine whether the elected position represents a conflict of interest with the employee's duties and responsibilities to the School, and whether the position will interfere with the performance of those duties and responsibilities. The Superintendent shall determine whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's job responsibilities, and whether the responsibilities of the elected position present an actual, apparent, or potential conflict of interest with employment at the School.

An employee seeking an extended leave of absence for campaigning, office holding, or other time consuming activities connected with government service will apply for such leave in writing to the Board. The Board will provide the employee with a written decision on a request for such leave including salary arrangements.

Section 3.04 Gifts and Gratuities

Employees may not accept money, gifts or gratuities from persons receiving benefits or services under school programs. In support of Lakota culture, those gifts given to employees by students, parents and others as part of tradition are allowed, but must be reported in writing to the Superintendent.

Section 3.05 Confidentiality of School Records and Recordation of Communications.

Employees are expected to keep all information received from the Sitting Bull School and information about students or employees confidential and shall not discuss any information received in the course of performance of duties with any person or entity outside the Sitting Bull School, except for matters that are of public record in the minutes of SBS Board meetings, and except as required under laws governing mandatory reporting of child abuse or neglect; requirements to report to the guardians of students information necessary to protect the health and safety of students; and information regarding educational performance of the student.

Employees may not release employee information to outside entities unless the employee signs a consent to disclosure of information, or as required by certain personnel to perform background checks required under federal law, or as permitted by other applicable laws.

No employee may tape or record any conversation or communication, whether the conversation is in person, by telephone, or by computer connection, without the knowledge and consent of all of the parties being taped or recorded, for any purpose at any time.

SECTION 4: PERSONNEL RECORDS

Section 4.01 Personnel Records Management System

The Human Resources Manager will develop and implement a comprehensive and efficient system of maintaining personnel records, which shall include the following:

1. A personnel folder for each employee will be maintained in the Main office.
2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, background checks, and such other information as may be required or considered pertinent. Background checks and drug testing results will be maintained in a separate subfolder accessible only to the Superintendent and Human Resources Manager, appropriate granting agency officials, auditors, and the school attorney.
3. All personnel records, except the application and evaluations, are considered confidential information under federal law and School Policy and shall not be available for inspection by unauthorized personnel. Authorized personnel are the Superintendent, Human Resources Manager, the Business Manager and the Administrative Assistant. The Superintendent will take the necessary steps to safeguard unauthorized use of all confidential material.
4. Each employee will have the right, upon request, to review the contents of his/her own personnel file, with the exception of employment references and recommendations provided on a confidential basis, drug testing results, and criminal background checks. Such request will be made to the Superintendent and scheduled within five (5) business days.

5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of his/her personnel file. Anonymous material or material from an unidentified source will not be placed in an employee's personnel file.
6. Lists of employees' names will be released to the Standing Rock Sioux Tribe HEW (Health, Education and Welfare) Committee and other governmental agencies as required for official reports. Home addresses of employees will be released only after the employees have signed a release.
7. A certificate for completion for any professional developmental activities will be placed in each employee personnel folder.

Section 4.02 References Requested by Other Employers

It is School policy that the Superintendent or his/her designee may only respond to written requests for reference information on any current or former School employee. The information which may be released includes the employee name, job title, salary and dates of employment.

The policy applies to current or former employees and should not reflect either negatively or positively on a specific employee. If an employee would like additional work related information released, the employee must sign a release of information form. Employees are in no way required to sign the release.

SECTION 5: SELECTION OF EMPLOYEES

Section 5.01: Establishment of Job Positions and Job Descriptions

The Board is responsible for establishing all employee positions within the school and shall approve all Job Descriptions for new positions, and all revisions of existing Job Descriptions. The Human Resources Manager is delegated responsibility from the Board to:

- a. Develop job descriptions for each new position recommended by the Superintendent covering all qualifications, job duties, supervision exercised and supervision received and all other details pertinent to all positions for presentation to the Board.

- b. Maintaining a comprehensive and coordinated set of job descriptions for all staff,
- c. Notifying the Board of anticipated or existing position vacancies.

Even if a job position remains vacant, only the Board may abolish a position it has created.

Section 5.02: Qualifications

The Board believes it to be of prime importance to obtain the best qualified personnel available to provide the highest quality educational programs for the students and service to the school.

Teachers shall not be employed who do not hold a valid South Dakota teaching certification (which includes alternative certification) to perform the particular service for which they are hired, or must have a valid teaching certificate under some other licensing authority and have applied for a provisional certification from South Dakota, if the provisional certification is approved within thirty (30) days of the date of application. Applicants shall have a copy of their certificate placed in their personnel file thirty (30) days prior to the start of the School Year, or if hired mid-year, prior to their starting date of work. Failure to provide the required documentation may result in termination of the contract, or suspension of salary payments to the employee by the Board. If the Board determines the appropriate remedy is suspension of salary payments, there will be a reduction of salary to the hourly scale wage rates for a paraprofessional until a valid certificate is on file. Once a certificate is on file, salary maybe retroactive at discretion of the Board.

Under extenuating circumstances, the School Board may hire provisional and temporary uncertified persons for certified positions until certified applicants are available, if such appointments are approved by the Bureau of Indian Education. In this circumstance, the Superintendent shall ensure proper notification in writing is provided to the parents or legal guardians of affected students.

School employees are required to have a minimum of a high school diploma or GED. Employees will have appropriate skills relevant to their job description. All Para-educators must hold a valid South Dakota paraprofessional certification, which requires a two year degree, completion of sixty-four (64) college credits, or passing the Para-Pro Test.

Section 5.03: Types of Employees

Employees are normally hired on a contract basis to work for a specified amount of time in a specific job role. Employee positions are classified into the following categories.

1. Full-time certified professionals – 40 hours per week
2. Full-time uncertified staff – 40 hours per week
3. Substitute staff – as necessary
4. Temporary Appointment – not to exceed 30 working days with Board approval

A Substitute employee is identified as an employee whose work assignment or employment obligation does not exceed thirty (30) working days without Board approval for a longer term of employment. A substitute employee is obtained only for the reason of regular employee absence to provide continuity of program services during such absence.

A Temporary appointment is defined as the assignment of an individual by the Superintendent to a Board approved position or function for a period not to exceed thirty (30) working days to provide for continuity of programs and services of the school.

Temporary appointees will be paid wages according to the Sitting Bull School Salary scale.

Temporary Appointment and Substitute employees are subject to the personnel policies and procedures and other employee requirements of the School, except that such employees are not eligible to receive employee benefits of any type; are not paid for holidays or any other hours not worked; and the grievance system for Full-time employees **is not** available.

Section 5.04: Recruitment of Personnel

It is the responsibility of the Superintendent to determine the personnel needs of the school and to locate suitable candidates to recommend for employment.

Recruitment procedures will not overlook the talents and potential of individuals already employed. As vacancies occur, the Superintendent will post notices of vacancy within the School for two weeks prior to any hiring decision.

All candidates will be considered on the basis of their merits and qualifications, and on the needs of the school, subject to the School Indian Preference and Veteran Preference Policy.

Section 5.05: Advertisement of Positions

The Superintendent shall advertise position vacancies occurring at the school for a period of no less than two weeks by appropriate methods unless the position vacancy can be filled under the School Transfer and Promotion policy. Advertisements must be placed in weekly newspapers and maybe continued for an additional two weeks if needed.

The Board may re-advertise vacancies if it determines there is a need to acquire more qualified applicants.

Section 5.06: Application Process

Any person applying for a position at the school is required to submit:

1. A completed job application form
2. Drug and alcohol testing prior to signing a contract
3. Proper verification when applying under Indian or Veteran preference
4. Fingerprinting for the purpose of a federal, state and tribal background check.
5. Health Certification of fitness for duty. This requirement will go into effect for new employees in the 2015-2016 School Year and for existing employees who are renewed for the 2016-2017 School Year.

The agenc(ies) conducting the background investigation shall submit the information directly to the Human Resources Manager. The School will pay all fees for such checks.

Section 5.07: Background Investigation Requirements

The School may not employ personnel who do not meet federally mandated background investigation and criminal history requirements. The Board 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.

The Human Resources Manager will work with the Standing Rock Sioux Tribe Gaming Office for fingerprinting with an inquiry made on those fingerprints to the Federal Bureau of Investigation (FBI) to undertake and complete a background investigation through the State of South Dakota DCI. The School may also contract with other entities to conduct background checks. The entity performing the background check will inform the Human Resources Manager 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 Human Resources Manager 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.

When it is anticipated that only one background investigation will be undertaken, another background check maybe requested for good cause.

Section 5.07.01: Background Required Conditions

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, or eligible for a contract a condition of which is contact with students. All contractors, and any employees of a contractor who will be working in the school during any times that students are present will be screened before employment by the Sitting Bull School. 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. Any individuals who are present at the school for a one time

appearance, and are always supervised by a School employee, in the discretion of the Superintendent, the individual may be exempted from this requirement.

The School 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. Final decisions regarding ineligibility for employment shall be made by the Board.

Section 5.07.02: Responsibility for Screening Applications

The Superintendent or their delegee is responsible for checking applicant's references, experience, education, verifying credentials, and conducting background investigations. The following process will occur upon the closing date of an advertised vacancy.

1. The Human Resources Manager will review all applications to make sure the file is complete. Applicants with an incomplete file will be notified in writing by the Superintendent that they do not qualify as an applicant for the designated position.
2. The Human Resources Manager will compile a list of completed applications that meet the qualifications for the Job position.
3. The Superintendent will rank, or order, completed applications to recommend for interviewing. The Superintendent shall verify the results to the School Board.
4. The Superintendent will notify applicants who are deemed ineligible for the job based upon qualifications, and as they proceed through the process, will notify applicants who are not selected for the position. Written notification will be given to the applicants.

Section 5.08: Health Certification

(Newly hired employees- all other employees are grandfathered in)

Within ten (10) days of employment with the School, an employee is required to have a physical examination and submit a certification of health signed by a licensed physician the cost of which will be paid the employee. On an annual basis, all employees shall have a physical examination.

An employee under treatment for tuberculosis or having a positive skin test will be evaluated yearly by a licensed physician or present documented evidence of preventive therapy for tuberculosis as prescribed by the State Department of Health.

The Board may require an employee returning from an extended leave of absence for health reasons to submit a new certification of health or a doctor's statement specifying any restrictions on return to duty.

Section 5.09: Scheduling, Conducting and Screening of Job Interviews

The Superintendent will be involved in interviewing the applicant(s) and making recommendations to the Board. There may be a panel of employees to screen applicants and conduct interviews, or the School Board may conduct interviews directly. The School Board will identify prior to the interviews for a position who will be involved in the interview process.

No applicant will be hired without a personal interview. Compensation will not be provided to applicants for the costs in conducting an interview.

Section 5.10: Selection of Applicants for Employment

Any person with a Conflict of Interest is required to excuse him/herself from the selection process.

The Board is responsible for making final decisions regarding hiring. The Board shall determine conditions of employment including but not limited to wages, hours, and contract term and shall take into consideration the Superintendent's recommendation, the reasonableness of conditions and wages, and School Policy and budget. The Board may provide for payment of moving expenses of the selected applicant if the Board determines: 1) payment of such direct expenses is necessary for the recruitment of qualified personnel; and 2) funds are available within the School Budget for payment of such expenses. The Board may also approve a sign

on bonus if funds are available, but any such payment shall not be paid until the end of the probationary period, and shall be conditioned on completion of the contract term.

The individual selected for employment by the Board will be notified in writing by the Superintendent as to their selection, first day of work, and term of employment. The individual selected shall be required to enter into a contract specifying the terms and conditions of employment. The contract shall specify that the candidate must accept employment by signing and returning the contract to the Superintendent within ten (10) working days of the mailing of the contract. Failure to sign and return the contract to the Superintendent by the date specified shall result in automatic revocation of the offer.

The signed contract and any attachments shall be executed in triplicate with copies provided to the employee and Superintendent.

All persons applying for positions will be notified in writing of their status by the Human Resources Manager within two (2) weeks after the date of selection.

All applicant information for applicants who are not hired shall be shredded by the Human Resources Manager, unless otherwise specified in writing by the applicant.

SECTION 6: CONDITIONS OF EMPLOYMENT

Section 6.01:Orientation

The Immediate Supervisor shall be responsible for ensuring that all employees they supervise are oriented to the personnel policies and procedures of the School, general work duties of their position, and conditions of employment within two weeks of the employee's start date.

Each staff member shall sign a written statement declaring that she/he has been provided an orientation, a copy of the School Policies and Procedures, received a copy of their job description, and that she/he has read and understands the Personnel Policies and Procedures of the School and their specific job roles and responsibilities. This signed statement shall be filed in the employee's personnel folder.

Section 6.02: Supervision

Employees come under the direct supervision of the Superintendent of the school and shall be advised of who their Immediate Supervisor is not later than their first day of employment.

Changes in supervisory assignment shall be communicated to the employee and to the former and new Immediate Supervisor of the employee in writing by the Superintendent.

Section 6.03: Contracts and Wage Agreements

No person shall be employed by the Board until a written contract or wage agreement, signed by the Employee, Board Chairperson and Superintendent is on file with the School

The written contract or wage agreement will confirm employment, salary, the term of the contract and will specify the number of days of employment, conditions of employment, and any additional requirements the Board feels are necessary.

Section 6.03.01: Exempt Employee Contracts

Exempt employees are those employees who are not subject to federal overtime laws including the Fair Labor Standards Act (FLSA). Exempt employees shall include executive, administrative, and professional employees.

Exempt employees sign a contract to work a specified number of days in return for a specific amount of pay as determined by their placement on the approved salary scale.

Any days missed without leave will be deducted from their pay by dividing the total contract amount by the specified number of hours at the rate of eight hours per contract day. This will produce an hourly rate that is multiplied by the number of hours missed without leave to determine the deduction.

Exempt Employee Contracts shall be paid bi-weekly and will be prorated over the term of the contract in twenty-two (22) to twenty-six (26) pay periods depending on staffing needs and staff requests. Any employee who chooses to receive deferred pay in twenty-six (26) pay periods when the contract requires less than twenty-six (26) pay periods of work is entitled to payment of any amounts deferred from pay upon termination or the end of the contract. The Business Manager shall notify the employee of any deductions that have been authorized for an employee for twenty-

six (26) pay periods, and shall deduct such amounts as are necessary to continue the deduction unless the employee notifies the Business Manager in writing to stop the deductions.

Section 6.0302: Non-Exempt Employees

A non-exempt employee is an employee who is subject to federal overtime laws including the Fair Labor Standards Act (FLSA). All non-exempt employees are required to sign a Wage agreement or contract specifying their wages, term of employment, and conditions of. Technical employees who are paid by the hour shall be considered non-exempt employees.

Section 6.04 Salary Schedules

The Board will annually review and establish salaries and salary scales for all Certified and Non-certified employees and substitute personnel. The salaries, rate of pay and salary and pay scales adopted by the Board will remain in effect until changed or modified by Board action.

In establishing salaries and wages, and salary and wage scalesl personnel, the Board will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the system.

Placement on the salary and wage scales will be in accordance with the employee's educational training, prior experience and experience in the system. Advancement from one step to another on the salary scales will require the Superintendent's recommendation and Board approval. Verification for increased education must be pertinent to the work of the employee.

In-service course(s), college work and training in the employee's area of specialization will be recognized for purposes of salary advancement.

The following limitations are in place for work experience credit on the salary schedule:

1. Work experience at the school will be accepted as full years.
2. Total related work experience allowed from outside employment for initial appointment shall not exceed Five (5) years.

Compensation and benefits will be designed to be competitive with comparable positions elsewhere in the area. The Human Resources Manager will be responsible

for surveying other schools to determine salaries being paid for comparable positions.

Section 6.05: Extra-Duty Contracts

The Board may issue extra-duty contracts for coaching, sponsorship and other identified activities. However, employees will ensure their basic contract obligations are complete and the duties are not adversely affected prior to accepting payment for extra-duty contract activities. The final decision on whether an extra duty contract is in the School's best interests shall be made by the Board, with recommendation and advisement by the Immediate Supervisor and the Superintendent.

An employee who is offered and undertakes an extra duty contract assignment will enter into a contract approved by the Board. The terms and compensation for an extra-duty contract will be specified in the written contract, which shall be signed by employee, Board Chairperson and Superintendent.

Extra-duty contracts shall be assigned based upon the required qualifications for the contract positions. Head Coaches or Sponsors shall have experience and knowledge required by applicable grant conditions or law for the assignment.

Head coaches and sponsors are required to gain pre-approval by the Superintendent for all practices, fundraising activities, competitions, and all other student involvement activities, and to document the same. Failure to document time and activities by these employees is cause for the Board to stop payment on the extra-duty contract or suspend or terminate the contract. All Head coaches and sponsors will develop and provide to the Superintendent and School Board a list of rules for participation in the activity, conditions for eligibility for participants, a proposed schedule of activities, and a proposed budget. The Head Coach or sponsor is responsible for securing pre-approval of all activities and expenditures in accordance with the School Policies.

Section 6.06: Overtime

The School does not authorize any overtime hours.

Section 6.07 Fringe Benefits

Benefits are recognized as an integral part of total compensation for employees and include coverage under workers compensation and participation in the Social Security system.

All Full-time employees are eligible to receive fringe benefits that may include unemployment insurance, life insurance, health insurance, dental insurance, disability insurance, retirement benefits, paid holidays and other benefits if approved by the Board and included within the contract for employment. Offers of benefits and the arrangements for the payment of premiums will be the same for all Full-time employees unless specified otherwise in individual contracts approved by the Board.

Section 6.08: Personnel Expenses

Employees who have prior authorization by the Superintendent and the Board to travel in the performance of School duties shall be paid at the approved mileage rate, per diem where applicable, and for other expenses actually incurred with prior approval.

Section 6.09: Tenure Not Applicable

There are no tenure provisions at the School. The School is an at-will employer. Contract renewal or non-renewal shall be based on current job performance, budget and program limitations, and staffing needs for each contract term.

Section 6.10: Assignment of Additional Duties

The Superintendent may assign employees to other duties within the scope of the employee's current job title without additional pay provided it does not result in the need to work additional hours not contemplated within the original contract. The Superintendent may assign employees to other duties outside the scope of the original Job Title, or which may result in additional hours of work on a temporary basis not to exceed thirty (30) days with the employee's consent after consultation with the employee's Immediate Supervisor. Any such appointment exceeding thirty (30) days requires Board approval.

Any Assignment of Additional Duties for a period exceeding thirty (30) days shall result in additional compensation, as approved by the Board, upon signing an amended contract.

Teachers may be assigned to specific duties and grade level placement by the Superintendent provided she/he considers the welfare of the students and the qualifications of the employee.

All employees of the school shall carry out duties assigned or as required by applicable laws.

Section 6.11: Transfer

Transfers may be initiated by the Superintendent for the welfare of the school or the employee. An administrative transfer may be made after a conference between the employee and the Superintendent, provided she/he considers the welfare of the students and the qualifications of the employee.

An Employee may make a signed written request to his/her Immediate Supervisor for a transfer from one job or department to another which may be approved by the Board when in the best interest of the school and employee.

The Board may transfer an employee from one position to another position having similar job responsibilities and pay without employee consent.

Section 6.12: Promotion

The Board may promote an employee to a position vacancy within the school if the vacancy is of greater job status and when the employee:

1. Meets all requirements for the vacancy
2. Files a written request to be considered for the vacancy,
3. Is competent in the area of vacancy
4. Has successfully completed one (1) year of employment.

When vacancies are to be filled, preference will be given to qualified applicants from within the school, provided their qualifications, proven and potential ability, training, experience and personal characteristics are equal to those of other applicants. The School Board must approve all transfers, and the School Board reserves the right to hire the best qualified person from among all who apply within and without the school will be selected.

Section 6.13: Time Schedules

The Board sets the total of number of hours per week, and weeks per year, of work for personnel. The normal hours of duty for employees will be Monday through Friday from 7:45 a.m. to 3:45 p.m., with the exception of legal holidays. Other exceptions and schedules may be designated by the Superintendent. All employees who are absent from the workplace during normal hours of duty must sign in and out on the sign-in and out forms, or other time tracking system designated by the Superintendent. Failure to properly record time under the required time system will result in Leave Without Pay, and may subject an employee to disciplinary action.

Section 6.13.1: Administrators

The nature of duties and responsibilities of Superintendent, Business Manager, Human Resources Manager and Immediate Supervisors will require their hours of work to vary and may extend beyond the standard hours of duty as necessary to fulfill the requirements of their positions.

Administrators will be expected to work during the hours and on the days that school is open unless special arrangements have been made by the Superintendent. The work year for administrators will be established in their contracts.

Section 6.13.2: Teachers and Paraprofessionals

The working day for teachers and paraprofessionals is determined by the hours established for students. Teachers will arrive at least thirty (30) minutes prior to the time students start class and be available for one (30) minutes after the school for conferences with students, parents and administrators, as well as to take care of other professional responsibilities. Exceptions to the after-school time requirements can be permitted on days preceding weekends, holidays, and recess periods. The working day will include a one-half hour flunch period. Teachers are expected to be present during the student lunch period to supervise students.

The work year for teachers will be established by the School Board.

Section 6.14: Staff Meetings

Staff meetings shall be scheduled to cause as little inconvenience and disruption to the normal operations of the school as possible. The Immediate Supervisor shall conduct staff meetings with those they immediately supervise at least once a week

to ensure planning, consultation, organization, problem-solving, and other activities on a continual basis.

Employees are expected to attend staff meetings, unless they are excused for valid reason by the Immediate Supervisor. General faculty meetings and other professional and in-service activities are considered part of the regular assignment of employees.

Section 6.15: Tutoring for Pay

To assure that all students reasonable instructional assistance without charge from their own teachers, and to avoid placing a teacher where he may have a conflict of interest, teachers will not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to pass. Teachers may not tutor any student for pay during their regular working hours. Any tutoring for pay must be pre-approved by the Superintendent.

Section 6.16: Professional Publishing

Employees who prepare their own material on their own time without using school facilities, personnel or equipment are not required to submit such material for review prior to publication.

Employees who desire to copyright or patent and market material prepared partially or totally on school time, using school facilities, personnel, or equipment shall submit a copy of such material to the Superintendent for review. The material shall be accompanied by the following information:

1. The names of persons who participated in the 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.

Textbooks or other learning materials resulting from work assignment or developed during the paid work time of a school employee, or while using school equipment, facilities, or materials, are the property of the School who may choose to own the copyright. The Board may authorize the sale of copies or reproduction rights to instructional materials so prepared to other schools, organizations, or commercial firms.

SECTION 7: LEAVES AND ABSENCES

Leave is defined as a period of extended absence during the employees regularly scheduled work hours. All requests for leave will be made by the employee to the Immediate Supervisor.

Absence is defined as a period of absence during the employees regularly scheduled work hours. In all cases of absence, the employee must notify their Immediate Supervisor no less than one (1) hour prior to their scheduled time to begin work. In the case where there is no call and no show, the employee will be charged as Absent Without Leave (AWOL) and will be on Leave Without Pay (LWOP). Failure to provide such notification of an absence will result in disciplinary action being taken/ up to and including termination.

No leave can be transferred to another employee for any unused leave balances when the employment of an employee is terminated for any reason.

The following constitute the types of Leave available to employees under School Policy:

Section 7.01: Administrative Leave

Administrative leave is defined as leave granted by the Superintendent only for the following situations: attendance of personnel at national, regional, state, or other meetings, conference, and workshops, weather-related school closings, and any other required closing of the school necessitating the dismissal of staff.

The Superintendent shall be responsible for deciding which absences for administrative leave will be allowed and will take into consideration such factors as limitations for employing substitutes and payment for meals, travel, lodging, etc.

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 and Leave Without Pay. In the event of an emergency, the employee must contact the Immediate Supervisor as soon as practicable, but not more than twenty-four (24) hours after absence.

The Superintendent shall submit a report to the Board each month indicating the employees granted administrative leave along with the reason and the amount of leave.

Section 7.02: Personal Leave

All employees are granted personal leave based on their contract term. Unused personal leave balances at the end of a contract term may be carried over to the next employment term to a maximum of ten (10) days or eighty (80) hours. Use of personal leave must be approved by the employees' Immediate Supervisor five (5) working days in advance, except in cases of extreme emergency such as family emergency.

Employees will be paid for their accumulated personal leave remaining up to ten (10) days upon termination of employment.

Section 7.03: Sick Leave

All employees are granted sick leave based on their contract term. Ten month employees shall receive forty (40) hours of Sick Leave. All twelve month employees shall receive eighty (80) hours of Sick Leave. The Immediate Supervisor of an employee may approve sick leave to employees under their direct supervision in the event of the illness of the employee or a member of the employee's immediate family. Sick Leave for three (3) or more consecutive work days must be substantiated by a written statement of the attending medical doctor. Unused sick leave balances up to forty (40) hours at the end of the contract term may be carried over to the next employment term. Employees will not be paid for their accumulated sick leave upon termination of employment.

Section 7.04: Jury Leave

Any employee called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which she/he is not a named party, will be granted leave with pay for days or parts of the days such absence is required as needed.

The employee will notify his/her Immediate Supervisor as soon as practical to make the necessary arrangements for a substitute when jury leave is taken. Any compensation received by the employee for time must be turned over to the School.

In the alternative, an employee may take Leave Without Pay and retain compensation.

Section 7.05: Bereavement Leave

All Sitting Bull School employees (including temporary employees) may be approved for up to forty (40) hours of administrative leave for bereavement purposes for a member of their immediate family. Immediate family members are defined as follows: wife, husband, daughter, son, mother, father, sister, brother, granddaughter, grandson, grandmother and grandfather. Administrative leave, not to exceed eight (8) hours, may be granted to an employee who is a veteran and actively participates as a pallbearer, a member of a firing squad or honor guard in military ceremonies for deceased veterans. Administrative leave, not to exceed eight (8) hours, may be granted for other family members at the discretion of the school Superintendent.

Section 7.06: Family and Medical Leave Act Leave

The Board shall comply with the provisions of the Family and Medical Leave Act of 1993. An eligible employee must have been employed by the school for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months and is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for:

1. The birth and first year of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child; or
4. The employee's own illness.

The employee must first use and count all available accrued paid leave, including personal leave and sick leave before using the unpaid leave. The Board may approve other employees with accrued sick leave in excess of twenty-four (24) hours to donate such leave to an employee who qualifies for FMLA Leave up to the total FMLA leave period of twelve (12) weeks, by filing a Sick Leave donation form with the Superintendent, which shall be considered at the next Board meeting. Such leave shall be applied on a dollar for dollar value basis. No employee is entitled to such leave donation from other employees. Such donations shall be credited after all leave accrued by the employee requesting FMLA leave has been exhausted. An employee on FMLA leave shall not accrue additional leave during the period any such approved donated leave is used.

During the FMLA leave, the employee is entitled to the continuation of all fringe benefits. The Board will continue to pay its portion of the health insurance, and it will be the employee's responsibility to make arrangements to pay for continuation of all fringe benefits for any period in which unpaid leave is taken. The Board will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay for his/her portion. Upon return to work, the employee will be entitled to his/her same position or an equivalent pay.

In the case of birth, adoption or foster placement, the FMLA leave entitlement for childcare ends after the child reaches the age of one, or twelve (12) months after adoption or placement. FMLA leave to care for a child includes leave for a stepparent or a person in loco parentis. In cases where both spouses are employed by the board, the combined amounts (both employees) of FMLA leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

The Board, at the request of an employee, may agree that the employee may take leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of a child. This is subject to the recommendations of the Immediate Supervisor and at the request of the employee.

When FMLA leave is in connection with birth, adoption or foster placement, and is foreseeable, the employee must provide at least thirty (30) day's notice of date when FMLA leave is to begin. When FMLA is in respect to family or employee illness which is foreseeable, the employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave, so as to not unduly disrupt the operations of the school.

In case of employee illness, in addition to current sick leave policy requirements, the Board may require the employee to provide certification by his/her health care provider that the employee is eligible for FMLA Leave.

The School Superintendent will work individually with an employee who wants to apply for FMLA leave. FMLA leave request forms are available from the Immediate Supervisor.

Legal Ref: P.L. 103-3, Family and Medical Leave Act of 1993.

Section 7.07: Spiritual Leave

The Sitting Bull School Board recognizes the diversity of spiritually needs of the employees, and therefore may approve each fulltime employee three (3) days of spiritual leave without pay, or the use of PTO, during any school and work term required for the employees participation in traditional Native ceremonies or denominational spiritual activities including but not limited to: Sun Dance, Hanbleceya, Convocation, etc.

SECTION 8: STAFF RETENTION

Section 8.01: Staff Evaluations

All employees will receive written evaluations by their Immediate Supervisor a minimum of once each contract period on or before February 15th of each year, which shall consist of rating employees in areas such as quality of work; relationship with others, initiative; dependability; task completion, etc.

First year employees shall be evaluated twice during the contract term. The first evaluation will be conducted no later than the end of the probationary period, and the second evaluation will be completed no later than February 15th. An exception will be made to these dates for employees hired after the start of the School Year as determined by the Superintendent.

Additional evaluations may be made as often as once a month for employees needing assistance and improvement. Evaluations should provide positive feedback to the employee including their strengths, as well as areas needing improvement.

Evaluations shall be completed each year prior to the issuance of the contract and conducted according to the following procedures:

1. Evaluation criteria for each position shall be in written form and made permanently available to the employee.
2. Evaluations shall be made by the Immediate Supervisor of the employee.
3. Evaluation results shall be put in writing and discussed with the employee by the evaluator. Those areas where improvement is needed shall be clearly set forth and recommendations for improvement shall be made. An

improvement plan will be developed to address training needs for the employee when necessary.

4. The evaluation will be signed and dated by both parties. The signature of the employee does not indicate approval or disapproval of the evaluation, but that the evaluation has been read and discussed.
5. The employee has the right to attach a memorandum to the written evaluation.
6. Results of the evaluation shall be kept in the employee's personnel file.

Performance evaluations will be used by the Board as a factor in considering employee contract (non)renewal. There is no appeal right or grievance rights on evaluations.

Section 8.02: Contract Renewals

Renewal of contracts is based on employee performance, budget and program resources, staffing needs and the overall needs of school programs. The Immediate Supervisor shall submit in writing their recommendations for contract renewal and provide documentation or other appropriate information to justify their recommendation.

All employees being offered and not being offered a contract shall be notified no later than 30 (thirty days) before the end of the current contract period.

Employees being offered a contract shall notify the Board in writing within ten (10) work days of notification whether or not they accept this offer. Failure to provide the Board such notification shall relieve the Board of contract obligations. Any employee who files a notice of Intent to not renew their contract will not be considered for renewal.

Section 8.03: Reduction-In-Force

The Board shall have the authority to implement reduction-in-force actions and may layoff an employee do to conditions that impede the School's ability to meet contract salary obligations, a change in program, a change in the size or nature of the student population, or budgetary considerations utilizing the following criteria:

1. Attrition by voluntary resignation or retirement shall be the first means for staff reductions.
2. A seniority system shall be used as the next step in staff reductions. Seniority shall be determined on the basis of total length of employment with the School:
 - a. Mandatory military service which interrupts employment with the board will be counted in computing seniority.
 - b. An employee will lose all seniority upon discharge from the school system for just cause.
 - c. Seniority will be retained for twelve (12) months for approved leaves, resignations, or terminations due to a reduction-in-force, however seniority will not continue to accrue.
 - d. The official seniority roster by job classification and rank shall be available in the Human Resources Office.
3. Positions required to meet accreditation or grant requirements shall be top priority in job security.
4. Staff shall be notified in writing by the Superintendent as to their status in any Reduction-In-Force.
5. All Reductions-In-Force must be approved by the Board.

Section 8.03.01: Recall

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If a vacancy occurs during the first year subsequent to the time an employee is laid off because of reduction in force, re-employment shall be extended to the employee in reverse order of lay-off for the same positions.

Recall privileges cease when a staff member resigns or if upon being recalled the employee fails to report within thirty (30) calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the School by the employee and the thirty (30) calendar day period shall communicate to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school.

Section 8.04: Resignation

Any employee, other than a certified employee, wishing to resign from his/her position shall give written notice to the Superintendent ten (10) working days prior to leaving their duties.

Any certified employee wishing to terminate a contract shall give written notice to the Superintendent thirty (30) working days prior to leaving their duties. Within ten (10) working days of such notification, the Board shall issue a written statement signed by the Board to the employee stating whether or not they approve the resignation and release the employee from the contract obligations..

Board approval is required to dissolve the contract of a staff member resigning prior to the contract end date. Any certified employee who breaks a contract and does so without the approval of the Board will have his/her eligibility for re-employment suspended and will be required to pay liquidated damages in accordance with the graduated amounts set by the Sitting Bull School. (See APPENDIX III). The Board may also report the employee to the licensing agency for revocation of their certification.

Any recruitment or retention bonuses previously paid to the employee during the contract term, and any penalties assessed shall be withheld from the final paycheck of the employee. The employee shall make payment arrangements for any amounts not covered by the final pay withholding by signing a written repayment agreement.

Section 8.05: Retirement

The Board may not impose a mandatory retirement age on employees. All full-time employees may elect to participate in the school annuity (retirement) plan, if available.

Section 8.06: Dismissal

Employment and dismissal of staff members is the responsibility of the Board and dismissal will conform to the conditions and procedures specified in this Policy. A contract with any employee may be terminated at any time for just cause which shall include breach of any contract provisions or the requirements of School Policies. A violation of the contract, failure to perform job duties and functions, absence without leave, or serious misconduct is just cause for immediate termination.

Before terminating any contract, the Superintendent will furnish the employee a written notice of intention to terminate the contract, specification of the grounds for such consideration, and inform him/her of his/her right to request a hearing. In the case of termination of the Superintendent contract, the Board shall issue notice of

intent to terminate the contract, specification of the grounds for such consideration, and inform him/her of his/her right to request a hearing

Section 8.07: Suspension

When an employee is charged with misconduct, insubordination, failure to perform duties, or breach of contract, or policy violation, she/he may be suspended by the Superintendent until the charges are investigated. In the case of the Superintendent, the Board may suspend the Superintendent.

The Board may suspend an employee pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such action.

All suspensions will be no longer than ten (10) working days without Board approval, and the Superintendent is responsible for informing the employee of the reason for the suspension. Any suspension for any employee will be taken as leave without pay (LWOP), unless otherwise approved by the Board.

SECTION 9: STAFF PROTECTION POLICIES.

Section 9.01: Verbal or Physical Abuse

Employees shall be afforded protection against physical and/or verbal abuse from students, other employees, Board members, members of the public, or from any other source. Verbal or physical abuse of personnel is strictly prohibited. Verbal abuse includes cussing, yelling, or degrading remarks.

Any employee who has been subjected to verbal or physical abuse shall report such abuse in writing to his/her Immediate Supervisor at the earliest possible time. If the incident involves the Immediate Supervisor, the employee shall report to the Superintendent. If the abuse involves the Superintendent, the employee shall report such abuse to the Board Chairperson. The report shall be made within two (2) working days of alleged abuse.

An employee shall follow the Formal Grievance Policy regarding any alleged violation of this Policy by any School personnel.

Section 9.02: Sexual Harassment Policy

It is the policy of the School, in accordance with providing a positive,

discrimination-free school environment, that sexual harassment in the School directed by or at employees is unacceptable conduct.

Section 9.02.01 Sexual harassment is defined as unsolicited, nonreciprocal behavior by staff or student which causes a student or employee to submit to unwelcome sexual words, conduct, behavior, or activity of any kind, or to fear that he or she would be punished for refusal to submit. Sexual harassment also includes any conduct unreasonably interfering with another's school attendance or school performance by creating an intimidating, hostile, or offensive school environment. Sexual harassment consists of a variety of behaviors by employees or students directed to students including, but not limited to, subtle pressure for sexual activity, inappropriate touching, inappropriate language, inappropriate gestures, demands for sexual favors, and physical assault.

Other sexually harassing conduct in the school system is prohibited and includes:

1. Unwelcome sexual flirtations, touching, advances, or propositions;
2. Verbal abuse of a sexual nature, jokes or stories that the victim has previously or clearly communicated are unwelcome;
3. Graphic or suggestive comments about an individual's dress or body;
4. Sexually degrading words to describe an individual; and
5. The display of sexually suggestive objects or pictures, including photographs.

Section 9.02.02 Responsibility: Board members and employees are responsible for maintaining a learning environment free from sexual harassment.

Section 9.02.03: Procedure for Reporting and Investigating Complaints

Any employee who believes she or he has been the victim of sexual harassment by another person on the School premises, during school hours, or at school related activities should report such incident immediately to their Immediate Supervisor in writing. If the complaint is regarding the conduct of the Immediate Supervisor, the complaint shall be filed with the Superintendent. If the complaint is regarding the conduct of the Superintendent, the complaint shall be filed with the Board Chairperson. If the complaint is regarding the conduct of a Board member, the complaint shall be filed with the Superintendent who shall notify the Board

Chairperson immediately. Any employee who is not the Immediate Supervisor who receives a report of sexual harassment from another staff member shall document such report in writing to the Superintendent for investigation, or if the report is regarding the Superintendent, to the Board Chairperson. An investigation shall be completed regarding said report. The school cannot take appropriate action if it does not receive notice of allegations of sexual harassment.

If an employee is disciplined due to sexual harassment, the employee may proceed with the established grievance procedures if he or she is dissatisfied.

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 expulsion for students, or for staff, termination of employment. The school will, however, insure that allegations, made in good faith by individuals shall not subject the complaining individual to discipline.

Any retaliation by any School personnel as a result of the filing of a complaint of sexual harassment is prohibited, and shall result in immediate disciplinary action up to and including termination. Retaliation shall be reported immediately in writing to the Superintendent, or if the retaliation complaint is against the Superintendent, it shall be reported to the Board Chairperson.

Section 10: MANAGEMENT OF PERSONNEL.

Section 10.01: Substitute Staff

The employment of substitutes will be managed by the Superintendent.

To the extent possible substitutes must meet the requirements for the position and will be assigned substitute positions on the basis of their areas of competence.

Substitute employees shall be selected as needed from an approved list compiled and promulgated by the Superintendent.

All substitute employees must complete an application form, pass background check, be interviewed by the Superintendent, and complete a one (1) day orientation.

Section 10.02: Student Teachers

The Board may, by agreements with teacher preparation institutions, arrange for classroom experience in the school for practice of student teachers who have

completed not less than two years of an approved teacher education program. Such practice teaching shall be provided with appropriate supervision by a fully qualified teacher under rules promulgated by the board.

Section 10.03: Para-educators

In approving the employment of para-educators in the school, the Board believes that their services will permit:

1. Teachers more time to devote to actual instruction.
2. More effective grouping for instructional purposes.
3. Wider use of audio-visual equipment in the classrooms.
4. Greater individualized attention for meeting student needs.
5. More effective group instruction.

The assignment of para-educators will be individually determined by the Superintendent. Official appointment to such a paid position will be made by the Board acting upon the Superintendent's recommendation.

Under no circumstances will teacher assistants be given responsibility and duties which are properly or legally those of a regularly employed and certificied professional staff member.

SECTION 11: EMPLOYEE DRUG AND ALCOHOL USE/ABUSE TESTING

The Board will not tolerate the unlawful use, manufacture, possession, sale, distribution or being under the influence of alcohol and/or other drugs. Any employee who violates this policy will be subject to dismissal and referral for prosecution.

Drug-Free Workplace – The Sitting Bull School Board recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills.

The Sitting Bull School Board and its employees share a commitment to create and maintain a drug-free workplace. The policy shall be to conduct drug testing for pre-

employment and random drug testing for employees up to three times during the school year. Also if there is reasonable suspicion, employees will be tested for drugs and alcohol.

Drugs and Alcohol Abuse Not Tolerated – The Sitting Bull School Board is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated by the Board that the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs are unacceptable.

Compliance with Law – Provisions of the Federal Anti-Drug Act (41 U.S.C. 702) require federal grant recipients to establish a drug-free workplace. Employees are to be provided with a statement notifying them of the prohibitions pertaining to controlled substances, consequences of violations and compliance with the drug-free policy as a condition of employment. Employers are to inform employees of drug-free requirements during orientation.

Section 11.01: Policy Goals and Objectives

The policy goals and objectives of the Sitting Bull School are to:

1. Establish, promote and maintain a safe, healthy work and learning environment for employees and students.
2. Aid employees that may be affected by drug or alcohol abuse in locating a rehabilitation program.
3. Promote the reputation of the Sitting Bull School District and its employees as responsible citizens of public trust and employment.
4. Eliminate substance abuse problems in the workplace.
5. Aid in the reduction of absenteeism, tardiness and apathetic job performance.
6. Provide a clear standard of job performance for Sitting Bull School employees.
7. Provide a consistent model of substance-free behavior for students.

Section 11.02: Definitions

For the purposes of this Policy:

Conviction means a finding of guilt, including a plea of no-contest, or imposition of sentence or both by judicial body charged with the responsibility to determine violations of the federal, state or tribal criminal drug statute.

Criminal Drug Law means a federal, state, or tribal criminal statute involving the manufacture, distribution, dispensing, and possession of any controlled substance.

Drug or illegal drug means a controlled substance as defined Schedules 1 through V section 202 of the Controlled Substance Act.

Illegal use of Drugs means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substance Act (21 U.S.C. 812). Such term does not include the use of a drug taken under the supervision by a licensed health care professional or other uses authorized by the Controlled Substance Act.

Laboratory means a commercial laboratory contracted by the Sitting Bull School Board to conduct drug and alcohol screening and laboratory analysis, in accordance with the provisions of this policy.

Personnel Policies and Procedures means the Sitting Bull School Policy of which this section is a part.

Substance Abuse means the misuse or illicit use of alcohol, drugs, or controlled substances.

Section 11.03: Requirements for Employees

Employees shall not be under any degree of intoxication or odor from alcohol, or being under the influence of any controlled substance while on duty, or on Sitting Bull School District property, or in attendance at school-approved or school-related functions.

Employees shall not use or possess alcohol or controlled substances while on duty, or on Sitting Bull School property, or in attendance at school system-approved or school related functions.

Section 11.03.01: Prescription Drugs

Employees shall not use or take prescription drugs above the level recommended by the prescribing physician; or use prescribed drugs for purpose other than those for which they are intended, while on duty or at any other time.

Section 11.03.02: Criminal Conviction

Conviction of a criminal drug law involving the use of alcohol, prescription drugs or illegal drugs constitutes a violation of this Policy, and shall result in disciplinary action in termination of employment.

Section 11.04: Pre-employment and Random Testing

Pre-employment Test Required – All applicants being considered for employment positions with the Sitting Bull School Board are required to submit to a urinalysis test for the detection of the illegal use of drugs prior to contract signing. Applicants will be given a copy in advance of hire. The Board shall also be subject to Testing under this part.

Random Testing. The School shall conduct random testing at least once a year, and may conduct random testing up to three (3) times a year on all employees and School Board members. Employees shall be notified in writing on the date of testing to appear for testing and the date, time and location of testing.

Procedures – Applicants will acknowledge in writing that they have read or had this Policy explained to them, and should understand that as a condition of employment they are subject to its contents. Drug test will be arranged at least prior to the start of school. For renewed employees, testing will occur within two (2) weeks of the start of school. **An applicant refusing to complete any part of the drug testing procedure will not be considered a bona fide candidate for employment with the Sitting Bull School. Any applicant refusing to complete any part of the drug testing procedure will not be permitted to re-apply for employment with the Sitting Bull School District for at least twelve months.** An applicant who tests positive will not be considered a bona fide candidate for employment. The applicant will not be permitted to reapply for employment for at least twelve months, and not until applicant shows proof of successful completion of a drug rehabilitation program.

Replicate Test, Revocation of Offer – If substance screening shows a confirmed positive result for which there is no current physician's prescription, a replicate test shall be taken on original sample. A positive replicate test shall result in revocation of any offer of employment.

If an applicant misses a scheduled testing because of a medical emergency, or other emergency, the School may reschedule the test once within three (3) business days of the original test date. The Superintendent shall determine if there is a legitimate emergency that justifies rescheduling of a scheduled test.

Section 11.-05: Reasonable Suspicion Testing

Reasonable Suspicion Testing – when an Immediate Supervisor observes or is notified of behaviors or events that lead the supervisor to believe that an employee’s work performance or on-the-job behavior may be affected in any way by illegal drugs, alcohol, prescription drugs or over-the-counter drugs, or that an employee otherwise violated the Sitting Bull School Board Drug Free Workplace Policy, the employee will be required to submit to a breath or urine sample for drug and alcohol testing.

The two types of cases for which reasonable suspicion procedure may be invoked according to this section are:

1. Chronic Case – A chronic case involved deteriorating job performance or changes in personal traits or characteristics where the use of alcohol or drugs may reasonably be suspected as the cause. These cases may develop over a fairly long period of time.
2. Acute Case – An acute case appears in a specific incident or observation that an individual is under the present influence of alcohol and drugs, or arises during the investigation of an accident where the use of alcohol or drugs may be reasonable suspected to have been a contribution case. Under an acute case, immediate action is necessary.

Only the Superintendent or the person authorized to act in the Superintendent’s absence are authorized to make the determination that reasonable cause or suspicion exists to order a drug or alcohol screen test, and to order a drug and alcohol screen test. Such determination may be made based upon the recommendation of the Immediate Supervisor of the employee.

Section 11.05.01: Refusal to Test

An employee who is required to submit to drug and alcohol testing based upon reasonable suspicion, and refuses to do so, shall be deemed insubordinate. The Superintendent shall recommend termination to the School Board in accordance with the applicable Personnel Policies and Procedures.

Section 11.05.02: Positive Test – Termination

An employee who tests positive for alcohol or illegal drugs on a reasonable suspicion test will be in violation of this policy. Violation of this Policy will constitute grounds for termination in accordance with Personnel Policies and Procedures.

Section 11.05.03: Factors for Reasonable Suspicion

The following factors shall be used to determine whether drug or alcohol screening shall be conducted:

1. Observed use, possession, or sale of illegal drugs, alcohol or prescription drugs.
2. Apparent physical state of impairment of motor functions.
3. Marked changes in personal behavior not attributable to other factors.
4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably to be suspected or employee involvement in repetitive accidents.
5. Violation of criminal drug laws.

These factors apply to both chronic and acute cases.

The circumstances under which drug or alcohol screening may be considered on account of reasonable suspicion are strictly limited to employee conduct during working hours, or otherwise while on duty.

Section 11.06: Laboratory

Drug and alcohol screening shall be conducted by Board-approved independent, certified laboratories utilizing recognized techniques and procedures. The procedures to be used are outlined in this Policy. A breath analysis shall be performed by a certified technician.

Section 11.07: Promotion or Transfer Testing Required

When an employee applies for a new position in the Sitting Bull School that involves safety sensitive functions including bus driver the employee will be subject to drug testing in accordance with the procedures contained in this Policy, before the employee will be considered a bona fide candidate for that position. An employee who tests positive for illegal drugs or a promotion or transfer test will no- longer be considered an applicant for that position. Such employee will also be in violation of this Policy, constituting ground for termination of employment.

Section 11.08: Withdrawal Prior to Scheduling Drug Testing

An employee may withdraw the application for the position at any time prior to the scheduling of the drug testing. Once the promotion or transfer test has been scheduled, and the employee-applicant receives written notice, if they refuse to take the test they will be disqualified from consideration for the position and will be considered to be in violation of this Policy and subject to termination of employment. Any employee withdrawing their application shall be ineligible to apply for employment for one year.

Section 11.09: Disciplinary Action – Right to Replicate Test

When the laboratory reports to the Superintendent that an individual has tested positive, the employee has the right to an immediate replicate test on the original sample. If the result of the replicate test is positive, then the employment shall be terminated.

Section 11.10: Confidentiality

Records that pertain to the drug-testing requirements of the Policy are confidential, private and sensitive records. The Sitting Bull School shall not release this information to third parties, in accordance with law. Such records shall be maintained in a secure fashion to insure confidentiality and privacy. The Human Resources Manager shall maintain any records under his/her control and custody in a secure fashion to insure the confidentiality and privacy. Medical and related records shall be maintained in accordance with applicable law.

Section 11.11: Drug and Alcohol Testing Procedures

Role of Superintendent – The Superintendent of the Sitting Bull School has the overall responsibility for implementing this Policy and ensuring there is compliance with it.

Federal Procedures to be followed – The testing shall take place in accordance with U.S. Department of Transportation procedures for Transportation Workplace Testing Programs, 49 CFR part 40, and in accordance with this policy.

Section 11.11.01: Positive Tests

There shall be a review and interpretation of each positive test to determine if there is an alternative medical explanation for the positive test result. This shall include an interview with the individual, and a review of their medical history to determine if the positive result was caused by legally prescribed medication or by other factors. The Medical Review Officer Manual of the U.S. Department of Health and Human Service shall be followed.

The test shall be deemed negative and no further action taken, if:

1. It is determined that there is a legitimate medical explanation for the positive test other than the use of a prohibited drug or alcohol; or
2. It is concluded that a particular test is insufficient.

If it is determined that there is no legitimate explanation for the positive test other than the use of a prohibited drug or alcohol, the test results shall be communicated to the Superintendent as a positive test. The results of all negative results shall also be communicated with the Superintendent.

Section 11.11.02: Authorization for Testing

When the person reports to the collection site, the drug and alcohol screening procedure will be explained and the person will be asked to assist completing any necessary authorization forms which will allow the test to be performed.

Section 11.11.03: Specimen Retention

The laboratory will retain all specimens for a minimum period of one week. At such time, negative specimens will be discarded. Positive specimens will be resealed and retained in a separate and secure area for a minimum of one year. Within this one year period, upon written request of the person tested or the Superintendent, the laboratory shall retain the sample for an additional reasonable period specified in the request. If no proper written request is received within the one year period, the sample may be discarded.

Section 11.11.04: Transfer

Any transfer of the original specimen to another laboratory for reconfirmation of positive results will follow the chain of custody procedures described in the regulations contained in 49 CFR Part 40.

Section 11.11.05: Notification and Administrative Processing of Positive Results

All analytical results, negative and positive, will be reported by the laboratory to the Superintendent within five days of receiving the specimens. When a test result is positive, there may be a review of the individual's medical history, questionnaire, relevant biomedical information, and interview the person to determine if there is any satisfactory explanation for the positive result. The laboratory may conduct an additional analysis as deemed necessary for accurate interpretation of test results.

The laboratory will advise the Superintendent of any positive test results where there is no alternative medical explanation for the confirmed positive result other than the unauthorized use of drug or alcohol. The Superintendent shall initiate employment termination in accordance with the Personnel Policies and Procedures.

Section 11.11.06: Record Retention

Records of drug and alcohol tests results are recognized to be private and sensitive records, which will be maintained in a secure fashion to insure confidentiality. Records showing an employee passed a drug or alcohol test will be kept for at least one year. Records showing that an employee failed a drug or alcohol test will be kept for at least one year. Records showing that an employee failed a drug or alcohol test the type of test (e.g., reasonable suspicion), the functions of the employee, and the disposition of each employee will be kept for at least five years. These records may be maintained by the laboratory for an indefinite period of time beyond the above specified minimum.

Section 11.11.07: Confidentiality

Information regarding an individual's drug or alcohol testing results are confidential and will be released only upon the written consent of the individual, except that results may be released and relied upon by the Sitting Bull School Board in any administrative or court action by the employee involving the drug or alcohol test, or in any disciplinary proceedings.

Section 11.11.08: General Drug Testing Procedures

Test Methods and Cutoff Levels

The initial test performed on the urine of the laboratory will be the Enzyme-Multiplied Immunoassay Technique (EMIT) screen, which will be used to eliminate

negative urine samples from further consideration. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GG/MS) techniques at the cutoff values listed below. Tests will screen for drugs listed below. The cutoff levels are as follows:

	<u>EMIT</u>	<u>MC/MS</u>
1. Cannabinoids	50ng/ml	15ng/ml
2. Cocaine	2000ng/ml	150ng/ml
3. Phencyclidine	25ng/ml	25ng/m
4. Amphetamines	1,000 ng/ml	500ng/ml
5. Phenobarbital	300ng/ml	200ng/ml
6. Propoxyphene	300ng/ml	300ng/ml
7. Methadone	300ng/ml	250ng/ml
8. Codeine	300ng/ml	300ng/ml
9. Benzodiazepines	300ng/ml	250ng/ml
10. Opiates	300ng/ml	300ng/ml
11. Ecstasy	500ng/ml	500ng/ml

Levels above the cutoff levels above are deemed to be positive tests, constituting a violation of this policy. Specimens will be collected in accordance with Department of Transportation (DOT) Procedures for Transportation Workplace Drug Testing Program, 49 CFR Part 40, which are incorporated herein by reference, with the exceptions as noted in this Policy. At least 30 ml of urine will be required to complete the test. The designated collection site shall have an enclosure within which private urination can occur, a toilet for completion of urination, and a source of water for washing hands.

Procedures for collecting urine specimens shall insure individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen as specified in 49 CFT, 40.25. Examples of reasonable cause to believe a specimen will be altered or substituted include:

- i. the presentation of urine specimen that falls outside the normal temperature range (90.0 Fahrenheit – 100.0 Fahrenheit);
- ii. presentation of a specimen with a specific gravity of less than 1.0003 and creatinine concentration below .2g/l.
- iii. presentation of a specimen which contains the presence of adulterants; or
- iv. observation of conduct clearly indicating an attempt to substitute or adulterate sample.

The laboratory will follow the DOT procedures for preparation for testing, chain of custody, security, privacy, integrity, and identify or specimen, and any necessary transportation to a laboratory. See 49 CFR. Part 40, including 40.23 and 40.25. The person submitting specimens will complete the urine custody and custody and control forms as required by the applicable regulations.

Section 11.11.09: General Alcohol Testing Procedure

A certified or law enforcement agent under contract with the Sitting Bull School District will perform and be responsible for administering a breath analysis test. If the breath analysis test is positive, a second breath analysis test shall be given. If a test is to be made for drugs, this specimen will be taken at the same time that the alcohol specimen is taken but will be processed as a separate specimen.

The breath analysis test level to be considered positive will be .05.

The alcohol urine assay will be a EMIT screening followed by a confirmatory GS/MS test on positive screens. Either test will be considered private if the results are .05 or more.

Section 11.11.10: Specific Testing Procedures

Section 11.11.10.01: Pre-employment Testing Procedures

Persons are to be made aware of the requirements of drug testing prior to submitting an application for the position. Pre-employment drug and alcohol testing shall be required for all positions. All applicants will be furnished a copy of this Drug Free Workplace Policy in advance of the drug testing and alcohol testing and will have the screening procedure explained to them. Applicants will be asked to sign an authorization for the tests, which will authorize the laboratory to disclose the results of the drug and alcohol test to the Superintendent. No applicants may be given an offer of employment prior to the test. Employment is contingent upon passing the test.

Applicants for positions which require drug and alcohol testing will report to the designated collection site upon notification by the Superintendent of the time and date to report.

All analytical results, negative and positive, will be reported by the laboratory to the Superintendent within five days of receiving the specimens. When a test result is positive, there will be a review of the individual's medical history, questionnaire, relevant biomedical information, and interview the person to determine if there is any satisfactory explanation for the positive result. The laboratory may conduct an additional medical interview with the individual and may conduct such additional analysis is deemed necessary for accurate interpretation of test results.

The laboratory will advise the Superintendent of any positive test results where there is no alternative medical explanation for the confirmed positive test result other than unauthorized use of a drug or alcohol.

Nothing herein shall be constructed as requiring the disclosure to the applicant the drug(s) for which the applicant tested positive. Rather, it is the duty of the applicant to disclose all drugs taken by prescription.

In the event of a positive test where there is not a legitimate medical explanation, the Superintendent shall advise the applicant in accordance with the Drug Free Workplace Policy of the conditions that must be met before the individual may again be considered for employment with the Sitting Bull School Board.

Section 11.11.10.02: Reasonable Suspicion Testing

Once the determination has been made that an employee is to be tested based upon reasonable suspicion, the Superintendent should then transport the employee to the collection site or make other appropriate arrangements for transportation. The collection site personnel should be notified that the reason for testing is reasonable suspicion.

Upon arriving at the collection site, the employee will be asked to sign a release for testing and to assist in completing the necessary forms for testing. After the employee has signed the necessary releases for testing, then the standard procedures for drug and alcohol testing should be followed by the collection site personnel.

Once the procedure has been completed, the employee shall be asked to sign a release for testing and to assist in completing necessary forms for testing. After the employee has signed the necessary releases for testing, then the standard procedures for drug and alcohol testing should be followed by the collection site personnel.

If the employee refuses to sign the release or refuses to be tested, the employee should be advised that refusal under is insubordination and may subject to the employee to disciplinary action under the Personnel Policies and Procedures. If the employee continues to refuse, the Superintendent shall terminate the employee in accordance with the Personnel Policies and Procedures.

Under no circumstances shall the employee be allowed to drive a vehicle while there is a reasonable suspicion that they may be under the influence of alcohol, illegal drugs, or a misuse of prescription or over-the-counter drugs.

In the event of positive test results, the Superintendent shall take the disciplinary action in accordance with the Personnel Policies and Procedures.

Section 11.11.10.03: Promotion and Transfer Testing

An employee that has applied for a different safety sensitive position with the Sitting Bull School District will be subject to the drug and alcohol testing procedures. If an employee has been notified to go for testing and fails to show up for the test, this will be considered the same as refusal to submit to a random test.

Section 11.11.11: Changes to Procedures

The foregoing procedures may be amended from time to time to facilitate changes in the Sitting Bull School Board Drug Free Workplace Policy as necessary when approved by the Board.

SECTION 12: PERSONNEL DISCIPLINE

The Board expects all employees to comply with policies and that noncompliance with these policies must be remedied. The Board endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve.

Disciplinary procedures shall result from such occurrences as, but not limited to: Failure to report absence from work, repeated absence from work, repeated tardiness to job assignment, failure to carry out assigned duties, insubordination, misuse of school materials or equipment, falsification of reports, failure to provide adequate supervision of students, or noncompliance with Professional Ethics.

More serious form of discipline may be imposed for conduct that endangers the health, safety, or welfare of students, personnel, or the school property up to and including immediate termination.

Section 12.01: Procedure

Step 1. Verbal Reprimand- If an employee violates School policy, the Immediate Supervisor shall take the following action:

1. Meet with employee to discuss the matter.
2. Inform the employee of the nature of the problem and corrective action necessary.
3. Documentation indicating the meeting has taken place will be maintained by the Superintendent.

Step 2. Written Reprimand- If there is a second violation, the Immediate Supervisor shall hold another meeting with the employee and take following action:

1. A written reprimand will be issued to the employee by the Superintendent.
2. A written reprimand shall include the reason(s) for the disciplinary action, the expected improvement and a timeline for improvement. The employee shall be warned that third incident will result in more severe disciplinary action.
3. A copy of the disciplinary action shall be filed in the employee's personnel folder.
4. The employee may file a statement of disagreement in response to a written reprimand.

Step 3. Suspension – If there is an additional violation, the Immediate Supervisor and Superintendent shall take the following action:

1. The Immediate Supervisor will recommend suspension and the reasons for suspension to the Superintendent
2. The Superintendent will decide whether to suspend the employee from work or issue a different form of disciplinary action based on the documentation filed by the Immediate Supervisor.
3. A written suspension letter shall be issued to the employee by the Superintendent. The suspension letter shall include reason(s) for the suspension, length and dates of the suspension. The employee should be warned that another incident will result in termination of employment.
4. A copy of the suspension letter will be filed in the employees' personnel folder.

Step 4. Termination- If there are additional violations, the Superintendent shall take the following actions:

1. The Immediate Supervisor will recommend termination of employment to the .
2. Documentation of all previous disciplinary actions shall be reviewed by the Superintendent.
3. The Superintendent shall examine all documentation to determine compliance with disciplinary steps and make a decision whether to proceed with termination of employment.
4. The Superintendent will make the decision whether to issue a Notice of Intent to Terminate employment to the employee, setting forth the reasons for termination, or whether to issue a different form of disciplinary action. The notice will include notice of a date a time for hearing before the Board. The employee will be suspended without pay until the hearing. The letter will include the reason(s) for disciplinary action, the date of the hearing, advise the employee of the right to legal counsel and of the consequences for failure to appear at the hearing. Any employee who is not terminated by the Board shall be entitled to pay for the period of suspension.

Employees may utilize the grievance procedure to appeal suspension. No grievance process is available to contest verbal reprimand or written reprimand.

The employees' record will be cleared of any disciplinary action if the employee works a full year without any further action being instituted under this policy.

Section 12.02: Serious Misconduct

Immediate dismissal is warranted in the case of misconduct that results in serious damage to the school, equipment, personnel or students, and includes but is not limited to: misuse or embezzlement of funds; when three (3) consecutive days of work are missed without reporting; sexual harassment of another employee or student; an verbal or physical abuse of a student or other employee. Procedures for serious misconduct will be followed as in Step 4.

SECTION 13: GRIEVANCE PROCEDURE

Section 13.01: Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and

to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with the Superintendent, and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of any policy then in effect. The employee or the Superintendent involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the Superintendent.

Section 13.02: Definitions

1. A “Grievance” is a complaint by a person or group of persons employed by the Board, made either individually or as a group, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule or regulation of the School. Negotiations for, or a disagreement over, a non-existent agreement, contract, policy, rule, non-renewal, or regulation is not a “grievance.”
2. An “Grievant” or “aggrieved person” is the person or group of persons filing a grievance.
3. The “Respondent” is the employee or officer whose action or conduct is the subject of the grievance. In the case of grievances relating to the interpretation, implementation, or enforcement of school policies, the Respondent shall be the School who shall be represented by the Superintendent.
4. “Board” means the Sitting Bull School Board
5. “Days” shall mean business days unless otherwise specified. A Business day is a day upon which the school is open for business. It includes days where classes are not held, but on which school year-long employees are scheduled to work.

Section 13.03: Grievances on Actions or Conduct of Employees Other than Actions or Conduct of the Superintendent, and on School Policies.

Section 13.03.01: Informal Grievance Procedure

The grievant will informally attempt to resolve the grievance in private, non-disruptive manner with the Superintendent, fellow employee(s), or school official with whom the grievant has an issue or concern within five (5) business days of the issue giving rise to the grievance by filing a Notice of Informal Grievance (**Appendix IV**), except where the grievance relates to alleged harassment, sexual harassment, physical assault, or termination of employment, in which case a Formal Grievance will be filed under Section 13.03.02 or Section 13.04 as applicable. The informal grievance procedure shall be completed within five (5) business days of the date notice of informal grievance is delivered by the employee. If the informal grievance procedure is not completed within five (5) business days of the date the Notice of informal grievance is filed, the employee shall file a Formal Grievance under Section 13.03.02.

Section 13.03.02 Formal Grievance Procedures

If the grievant is not satisfied with the outcome of informal procedures, the informal procedures do not apply, or the informal grievance procedure is not completed within five (5) business days of the date a Notice of Informal Grievance is filed, the grievant may file a signed written formal grievance with the Superintendent. **Appendix V** is the Formal Grievance form that must be filed, along with any documentation the employee wants included in the record of formal grievance. The formal grievance must state the specific decision, policy, procedure or action grieved, the date of the incident the grievance arises from, and the remedy being sought.

1. The Superintendent will meet with the employee within two (2) business days from receipt of the formal grievance to discuss the matter and attempt to resolve the grievance or issue.
2. The Superintendent will provide the grievant with a written decision on the matter within two (2) business days following the meeting.
3. If the employee is not satisfied with the decision of the Superintendent, they may request a hearing with the Board by filing a Notice of Appeal (See **Appendix VI**) with the Board Chairman and the Superintendent within three (3) business days of the Superintendent's decision.
4. The Board will conduct a hearing as soon as practicable but not more than fifteen (15) business days following the receipt of the Notice of Appeal by the

Board Chairman using the following procedure and the requirements of Section 13.05 of this Policy :

- a. The grievant appears before the Board and provides information regarding the grievance.
- b. The Respondent will appear next and present information.
- c. The Board shall review the information presented.
- d. Upon conclusion of the review and discussion, the Board decides.
- e. The vote on the Board decision shall be made in open session, but the name of the aggrieved party shall not be disclosed.

A member selected by the Board shall prepare the written decision of the Board action taken within five (5) business days.

Section 13.04: Grievances Involving Actions or Conduct of the Superintendent.

Any Grievance of an employee against the Superintendent shall be filed with the Board Chairman within five (5) business days of the action or conduct grieved on a Notice of Formal Grievance (**Appendix V**), along with any documentation the employee wants included in the record of formal grievance. The formal grievance must state the specific decision or action grieved, the date of the incident the grievance arises from, and the remedy being sought.

The Board will conduct a hearing as soon as practicable but not more than fifteen (15) business days following the receipt of the Notice of Formal Grievance by the Board Chairman using the following procedure and the requirements of Section 13.05 of this Policy:

- a. The grievant appears before the Board and provides information regarding the grievance, including any witnesses. The Superintendent will appear next and present information, including witnesses.
- b. The Board shall review the information presented.
- c. Upon conclusion of the review and discussion, the Board decides.
- d. The vote on the Board decision shall be made in open session, but the name of the aggrieved party shall not be disclosed.

A member selected by the Board shall prepare the written decision of the Board action taken within five (5) business days.

Section 13.05: Conduct of Board Hearings

1. Presiding Officer – As presiding official, the School Board Chairperson will control the proceedings. She or He will take whatever action is necessary to insure an orderly, equitable and expeditious hearing. All parties will abide by the presiding official's rulings. The Chairperson shall:

- a. regulate the course of hearing;
- b. ruling on whether documentation or witnesses are relevant to the grievance;
- c. limit the number of witnesses when testimony would be unduly repetitious
- d. exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the learning.

2. Superintendent. The Superintendent shall be present during any Grievance Hearing or Appeal before the Board, even if the grievance does not involve the action or conduct of the Superintendent.

3. Grievant. The grievant shall be present for the entire hearing and his/her representative or attorney may represent him/her during the proceedings.

4. Attorneys. Either party may have an attorney present to assist in the presentation of matters to the Board at their own expense. The Board may have legal counsel to the School present to assist the Board.

5. Review of Files. Any time after receiving written notice of employee action of suspension, with or without pay, or complaint seeking termination, the employee has the right to review his/her personnel file by scheduling a visit to the school office during regular working hours.

6. List of Witnesses: By the date of the hearing, the grievant and the respondent shall submit to the Chairperson, a list of witnesses each intends to call at the hearing, the approximate length of their testimony, and the subject matter and relevance of their testimony. The parties to a grievance are responsible for request that witnesses appear for the hearing.

7. Request for Documents: The grievant, and if applicable, the respondent, shall provide the Superintendent with a list of items she/he wishes to have produced and their relevance no later than two (2) business days prior to the hearing. The Superintendent shall provide the grievant and if applicable, the respondent, with copies of all documents requested by the date of the hearing. The Superintendent

shall provide any grievant or respondent with any documents the School intends to present at hearing by the day of the grievance hearing.

8. Postponements: Any request for postponement of the hearing must be submitted in writing to the Chairperson no fewer than three (3) business days prior to the hearing. If the grievant and respondent mutually submit a request for a postponement because there is a possibility of settling the matter, the request for a postponement may be submitted at any time.

9. Record of Hearing: The Board shall have the hearing recorded and shall retain this record for no less than one (1) year after the hearing.

10. Prohibition Against Reprisals: All parties shall have the right to testify on their own behalf without fear of reprisal. All witnesses shall be permitted to testify without reprisals or repercussions. Any person who is subject to reprisal shall file a formal grievance as set forth in Sections 13.03 or 13.04 of this policy as applicable.

11. Starting Time: The hearing shall be opened promptly at the time specified by the Board.

12. Opportunity to Be Heard: Both parties will be afforded the opportunity to present their documentation and basis for their position to the Board. The Board may ask any questions of any witnesses or either party relevant to the grievance, and may permit to ask questions if helpful to the Board in making a decision.

13. Irrelevant Testimony: Parties may object to clearly irrelevant material, the technical objections to testimony as used in a court of law will not be entertained. The Chairperson shall prohibit any testimony that it deems irrelevant in their sole discretion.

14. Written Testimony: Written testimony will be admitted into evidence during the hearing only when a witness cannot appear in person.

15. Documents and Exhibits: Documents and exhibits will be received if they are relevant and if they are reliable evidence as determined by the Chairperson. Technical rules of evidence will not be the sole basis to admit or deny documents or exhibits.

16. Audience: The hearings shall be closed to the public. The Board may remove any person who disrupts the hearing or behaves in an inappropriate manner.

17. Decision: The decision shall be in writing and issued within five (5) business days after the hearing and shall be final.

SECTION 14: STAFF ETHICS

Essential to the success of ongoing school operations and the instructional programs are the following specific responsibilities that are required of **all** employees.

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of board policies and regulations of the administration.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own as well as the safety and welfare of students, including the need to ensure that students are under supervision at all times.
6. The maintenance of just and courteous professional relationships with students, parents, staff and others.
7. The transaction of all official business with properly designated school authorities.
8. Favorable representation of the school at all events at all times.
9. Directing any criticism of other employees or any department directly to the administrator who has the responsibility for improving the situation.

All administrative and certificated staff will abide by the **CODE OF ETHICS** of their respective profession.

- (1) Make the well-being of the students the basis of decision making and action;
- (2) Enforce and obey local, state, and national rules and laws in the performance of duties;

- (3) Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, gross immorality, illegal drugs, or use of misleading or false statements;
- (4) Respect the civil rights of those with whom the administrator has contact in the performance of duties;
- (5) Interpret, accurately represent, and implement the policies and administrative regulations of the appropriate educational governing board;
- (6) Distinguish personal politics, attitudes, and opinions from stated policies of the appropriate educational governing board;
- (7) Fulfill professional responsibilities with honesty and integrity;
- (8) Maintain professional relationships which are free from vindictiveness, willful intimidation, and disparagement;
- (9) Safeguard confidential information;
- (10) Not allow professional decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld;
- (11) Avoid preferential treatment and conflicts of interest;
- (12) Honor all contracts until fulfillment, release, or dissolution by mutual agreement of all parties;
- (13) Apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications;
- (14) Accurately represent personal qualifications and the evaluations and recommendations of others;
- (15) Cooperate with authorities regarding violations of the codes of ethics of the South Dakota Professional Administrators Practices and Standards Commission and the South Dakota Professional Teachers Practices and Standards Commission.

Source: South Dakota Administrative Code of Ethics 24:11:03:01.

ADDENDUM I TO SITTING BULL SCHOOL PERSONNEL HANDBOOK:

Conflict of Interest and Confidentiality Statement

I, _____, am an (**Please Circle all that apply**) (a) employee; (b) elected member of the School Board; (b) Appointed official of the SBS; (d) Agent; or (e) consultant of the SBS. I understand by signing this statement I have agreed to abide by the SBS Personnel Policy; and the SBS Administration and other School Policies. I understand and agree to abide by these SBS Policies and the federal regulations, which include the following:

- I agree that I will not participate in the selection, award, or administration of a contract involving the award of federal or state funds where I have a conflict of interest, either real or apparent. I will notify the Superintendent of any conflict of interest with any person(s) or business concerns that would create a real or apparent conflict of interest in writing. If I am the Superintendent, I will notify the Chairman of the SBS School Board. If I am a Board member, I will notify the Board of any conflict of interest.
- I understand that conflicts of interest include conflicts because of immediate family relationship, conflicts resulting from my business relationships or if I stand to gain financially from any transaction, that I may not participate in the decision making on that transaction.
- I agree that I will not accept any gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any agreements or sub-agreements with any contractors, potential contractors of the SBS.
- I agree that I will notify the Superintendent, or if I am the Superintendent I will notify the Chairman of the School Board, of any inappropriate gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. If I am a board member, I will notify the School Board.
- I further understand that I must keep all information I receive from the Sitting Bull School confidential and shall not discuss any information I receive in the course of performance of my duties with any person or entity outside the Sitting Bull School, except for matters that are of public record in the minutes of SBS Board meetings, and except as required under laws governing mandatory reporting of child abuse or neglect, and my requirements to report to the guardians of students that information necessary to protect the health and safety of students, and information regarding educational performance of the student. I understand that I may release employee information to outside entities only upon receipt of a consent to disclosure of information signed by the employee or applicant, or as required by certain personnel to perform background checks required under federal law, or as otherwise provided by applicable laws. I understand that if I have questions regarding confidentiality issues, I should direct those questions and concerns to my immediate supervisor, or if a

Board member, to the School Board. I also understand that I may not tape or record any conversations within the School without the knowledge or consent of all of the parties to the conversation. I understand that if I have questions regarding confidentiality issues, I should direct those questions and concerns to my immediate supervisor, or if a Board member, to the School Board.

I understand that a violation of this agreement may result in the termination of my current employment/appointment with the Sitting Bull School.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDUM II TO SITTING BULL SCHOOL PERSONNEL HANDBOOK:
Model Employment Contracts

ADDENDUM III TO SITTING BULL SCHOOL PERSONNEL HANDBOOK

RESIGNATION UNDER TERM CONTRACT

- (a) Employee agrees not to abandon position and not to resign without prior consent of the Governing Board. If employee breaches either obligation, employee will pay District an amount equivalent to ten (10) days per diem as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's breach results from circumstances beyond employee's control or if employee agrees to resign in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the employee, and may take any action, including filing suit or holding certification to collect the liquidated damages. Employees shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.
- (b) A Certified Teacher under a term contract with a school district may relinquish the teaching position and leave the employment of the district at the end of a school year without penalty by filing a written resignation with the board of trustees or the board's designee not later than the 45th date before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the president of the board of trustees or the board's designee at the post office address of the district is considered filing at the time of mailing.
- (c) A Certified Teacher employed under a term contract may resign, with the consent of the Sitting Bull School Board at any other time.
- (d) On written complaint by the employing district, the State Board for Educator Certification may impose sanctions against a teacher who is employed under a term contract that obligates the district to employ the person for the following school year and who:
 - (1) Resigns;
 - (2) Fails without good cause to comply with Subsection (a) or (b); and
 - (3) Fails to perform the contract.

ADDENDUM IV TO SITTING BULL SCHOOL PERSONNEL HANDBOOK

Notice of Informal Grievance

Name of Employee Filing Informal Grievance: _____

Name of Employee Whose Conduct or Action is the Subject of the Informal Grievance:

Date of Filing of Informal Grievance form: _____

Date the Action or incident grieved Occurred: _____

Description of Specifically what action or conduct is the basis of the grievance. Please describe in detail what action was taken or what happened that caused you to file this grievance.

Describe in Detail what School Policy you allege was Violated if any by the conduct or action being grieved.

What Relief or Remedy are you Requesting?

Employee Signature: _____

Date: _____

Date Received by SBS: _____

Signature of Receiving Official: _____

ADDENDUM V TO SITTING BULL SCHOOL PERSONNEL HANDBOOK

Notice of Formal Grievance

Name of Employee Filing Formal Grievance: _____

Name of Employee Whose Conduct or Action is the Subject of the Informal Grievance:

Date of Filing of Formal Grievance Form: _____

Date the Action or Incident grieved Occurred: _____

Description of Specifically what action or conduct is the basis of the grievance. Please describe in detail what action was taken or what happened that caused you to file this grievance.

Describe in Detail what School Policy you allege was Violated if any by the conduct or action being grieved.

What Relief or Remedy are you Requesting?

Have you attached all written documents you wish to be considered during the Grievance?
_____ Yes _____ No. Please note, you must file all written documents with this Grievance you wish to have considered or file your request for copies of documents with the School on the same date you file this grievance and attach a copy of your written request for documents.

Employee Signature: _____ Date: _____

Date Received by SBS: _____

Signature of Receiving Official: _____ ***Grievances on the conduct of the Superintendent must be filed with the School Board Chairperson.

ADDENDUM VI TO SITTING BULL SCHOOL PERSONNEL HANDBOOK

NOTICE OF APPEAL

Name of Employee Filing Appeal on Formal Grievance Decision: _____

Date the Action or incident grieved Occurred: _____

Date of Filing of Informal Grievance form: _____

Date of Filing of Formal Grievance Form: _____

Date of Superintendent's Decision on Formal Grievance: _____

Date of Filing of this Notice of Appeal: _____

Grievant is required to attach copies of the Formal Grievance Form and the Superintendents decision and all documents presented during the Formal Grievance Meeting with the Superintendent. Are these documents attached?

_____ Yes _____ No

Describe Specifically why you are appealing the Superintendent's decision on the Formal Grievance. Please describe in detail what action was taken or what happened that caused you to file this Appeal.

Describe in Detail what School Policy you allege was Violated if any by the conduct or action being grieved.

What Relief or Remedy are you Requesting?

Employee Signature: _____ Date: _____

Date Received by SBS Board Chairman and Superintendent: _____

Signature of Receiving Official: _____

Adopted by the Sitting Bull School Board on August ____, 2015.

I certify that I have received orientation regarding the Sitting Bull School Personnel Handbook. The orientation was done by_____.

Superintendent

Employee Signature

Date