

# Takini School

## 2021-2022

### PERSONNEL POLICIES & PROCEDURES



(Approved by Takini School Board Action)  
May 1, 2021

# **SCHOOL VISION, MISSION, PHILOSOPHY & MOTTO**

THE VISION, MISSION, PHILOSOPHY, AND MOTTO OF TAKINI SCHOOL ARE FORMALLY ADOPTED BY THE SCHOOL BOARD. THESE STATEMENTS SERVE AS THE GUIDING PRINCIPLES THROUGH WHICH THE PROGRAMS, SERVICES AND INDIVIDUALS WORKING AT TAKINI SCHOOL ARE ADMINISTERED AND OPERATE.

## **VISION STATEMENT**

“All staff, students, and their families are a spiritual community. Teamwork is the essence of life. The environment is nurturing and safe. We are confident and pursue our dreams.”

## **MISSION STATEMENT**

“To empower all learners for the challenges and changes of the 21st Century both on and off the reservation.”

## **PHILOSOPHY**

**TAKINI SCHOOL** operates in accordance with these beliefs:

1. Partnerships between school and communities strengthen the educational environment;
2. Every learner progresses at his or her own pace;
3. We must assist in the educational process of the whole child;
4. A positive self-image is imperative for learner success;
5. The teaching and modeling of traditional values (respect, generosity, courage, spirituality, compassion, fortitude, and wisdom) will promote cultural awareness in all learners.

## **MOTTO**

“Woonspe Okolakiciye”

(A Learning Place for the Success of All)

TAKINI SCHOOL provides an alcohol and drug-free teaching and learning environment. Cooperation in learning is evident at all levels and includes cooperative learning, team teaching, and the integration of classes and subject areas. Teachers will have high expectations for the success of every student. All staff who serve children are aware of their responsibilities for teaching and are held accountable for results. Students have varied opportunities and options to explore vocational/technical skills and careers. Students display a positive self-image through traditional Lakota behaviors, beliefs, and values.

# STUDENT OUTCOMES

All curricular activities of the Takini School will be driven by the students achieving these learning outcomes. Upon graduation from high school, our goal is that all students shall be:

1. **SELF-DIRECTED LEARNERS** who acknowledge and embrace positive core values; create a vision for themselves and their future; analyze their present situation; generate options; set priorities and goals; assume responsibility; plan strategies; anticipate consequences; monitor and evaluate progress; and revise and/or progress towards their vision.
2. **PERCEPTIVE THINKER AND CREATIVE PROBLEM SOLVERS** who develop and use multiple frames of reference; identify, assess and integrate information and resources; make decisions; solve complex problems; and foster both the intuitive and the logical faculties of the brain.
3. **EFFECTIVE COMMUNICATORS** who express thoughts and needs both verbally and nonverbally; evaluate audience reception; modify expressions of ideas accordingly; read; listen; and process, interpret and convey information.
4. **HEALTHY INDIVIDUALS, COMMUNITY CONTRIBUTORS, AND ENVIRONMENTAL CARETAKERS** who commit to a group; exercise personal responsibility; achieve and sustain wellness; choose attitudes that will raise self-esteem; accept situations they cannot change; courageously change situation(s) they can; resolve conflict in a constructive manner; respect social norms and traditions; maintain personal integrity; use their time, energies and talents to improve the welfare of themselves and others; and seek to improve the quality of life in their communities and our larger global environment.
5. **COOPERATIVE/COLLABORATIVE WORKERS and CREATIVE PRODUCERS** who use effective leadership and group skills; foster, develop and sustain supportive relationships; transcend cultural differences; create intellectual, artistic and practical products; produce high quality work; and use advanced technologies.
6. **CULTURALLY AWARE INDIVIDUALS** who understand and respect the Lakota language and culture; establish individual identities within their culture; realize the diversity of cultures in our world; build relationships with members of other cultures; embrace their cultural identity; acknowledge their link with the past; and model cultural values and lifestyle.

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## **1.01 PERSONNEL GOALS AND OBJECTIVES**

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

1. All appointments, promotions, measures of control, and separations shall be based on objective criteria as designated by the Takini School Policies and Procedures (TSPP).
2. Fair and equitable rates of pay with due observance of the principle of equal pay for equal work and suitable differences in pay for differences in work.
3. Service to the Takini School shall be made attractive as a career and employees are encouraged to render their best services to the public and students.

### **Personnel Goals:**

1. To recruit and employ the highest qualified personnel to staff the school system.
2. To provide appropriate compensation and benefits for staff.
3. To develop and implement personnel Assessment processes which will contribute to improvement of staff capabilities and the learning program.
4. To provide in service training programs for all employees to improve the educational program and assist each staff member's career aspirations.
5. To assign personnel to ensure they are utilized effectively.
6. To provide a climate producing high staff performance, morale, satisfaction and retention.
7. The Evaluations shall be done prior to March of each year at least (90) days before the end of the applicable contract(s).

The School believes in keeping the communities informed and will attempt to understand and remain informed as to the community's attitudes and hopes for Takini School. Takini School has the responsibility to teach and develop knowledge, skills, and attitudes that aid in supporting and strengthening the family unit. The School Personnel will create a safe climate in which the identity and dignity of its students are recognized and respected. The goal and objective of the Personnel Policies is to focus on the students of *Takini School*, not on the employment opportunities at the School.

## **PERSONNEL VALUES**

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

## **1.02 EQUAL EMPLOYMENT OPPORTUNITY**

Race, creed, color, national origin, religion, gender, age, marital status, disability, or prior civil rights activity will not be a factor in the hiring, assignment, reassignment, promotion, demotion, or dismissal of personnel at *Takini School* shall, with the exception that the Native American preference shall apply. However, *Takini School* is an exempt employer under Title VII of the 1964 Civil Rights Act, as amended,



and reserves the right to defend itself against any and all claims accordingly. Federal Title VII, ADA, ADEA, and other employment laws are not applicable to tribal schools. Two weeks prior to the start of the school year, the School Administration shall place an announcement with the local news media concerning Takini School policy on nondiscrimination.

### **1.03 INDIAN PREFERENCE AND VETERAN PREFERENCE**

In accordance with the provisions of federal statutory and tribal law, particularly Public Law 93-638 and all other qualifications being relatively equal, *Takini School* shall give preference in employment and training opportunities to qualified tribal members and Native Americans. In determining level of qualification, *Takini School* shall assign preference in the following descending order, if the applicant chooses to self-identify:

1. Enrolled member of the Cheyenne River Sioux Tribe;
2. Individuals holding non-enrolled (NE) status with the Cheyenne River Sioux Tribe, or eligible for enrollment with the Cheyenne River Sioux Tribe because of parentage or dependency;
3. An enrolled member of a different federally recognized Indian Tribe, who is not a member of the Cheyenne River Sioux Tribe - but married to such a member;
4. An enrolled member of a different federally recognized Indian Tribe (who is not a member of the Cheyenne River Sioux Tribe).

An individual must be capable of proving their membership in a federally-recognized Indian tribe by providing an enrollment number, enrollment certificate, or other acceptable means of showing membership as established under tribal law. An individual may be treated as an enrolled Indian if that individual can show that he or she is at least one-fourth or more blood degree descendant of a member of a federally-recognized (by the BIA) tribe. Indian preference shall apply provided the applicant meets job qualifications including but not limited to cultural sensitivity and a positive attitude toward students, reference checks, and past job performance.

Although not obligated to do so under law, Takini School shall also give preference in initial hiring to honorably discharged veterans of the Armed Forces of the United States, which includes the following:

1. Veteran with service-connected disability;
2. Veteran who has served in combat or combat area;
3. Veteran who has served in non-combat periods;
4. An individual must be capable of proving veteran status through a DD214 document from the Veteran's Administration.

Veteran preference shall apply provided the applicant meets job qualifications including but not limited to cultural sensitivity and a positive attitude toward students, reference checks, past job performance.

**All applicants are subject to background checks.** All employees may also be subject to a background check annually for tribal, state, and/or federal criminal convictions. See Section 1.11 of this Personnel Manual for additional details.

### **1.04 NEPOTISM**

Hiring the best qualified applicant is Takini School's primary objective. No person shall be employed or promoted to a position when he or she would be immediately supervising or receiving immediate supervision from a member of his or her immediate family. Immediate supervision is defined as the first level above or below the person involved. Immediate family means first degree relatives, including father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, husband, wife,

common-law spouse (residing in the same household), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, half-brother, half-sister, grandfather or grandmother.

### **1.05 STAFF INVOLVEMENT IN DECISION-MAKING**

The Superintendent is responsible for ensuring that decision-making processes are designed to incorporate the advice of employees in matters that affect their conditions of employment, program and institutional evaluations, educational planning, community involvement, school climate, student activities and other related development activities. The Superintendent may consult with faculty or staff organizations as a way of obtaining such advice. The Superintendent shall form an Owayawa Awayanka Okolakiciye (School Improvement Committee) to involve ongoing staff involvement in planning and decision-making.

### **1.06 EMPLOYMENT POSITIONS**

The *Takini School* has the authority to establish positions required to provide services to students and other required functions of *Takini School*. The Takini School Board has the final authority on the approval of positions for employment, and appointment or hiring of employees.

Position descriptions shall be approved by the Takini School Board upon recommendation by or consultation with an immediate supervisor and Superintendent before advertisement of the position. Position descriptions will be prepared for all positions in the School to serve as an aid for identifying and delegating responsibilities, coordination and division of work, and prevention of duplication of efforts. The position description shall describe the overall general and specific duties and responsibilities, and the qualifications for the position, ensuring that licensing and/or certification or other requirements are included. These descriptions are only guides and are not all-inclusive of a person's abilities or the requirements for fulfilling their positions; these position descriptions are not intended to be used as work limitations or restrictions, and the School Board may assign additional duties as required by the needs of the school or Superintendent. Exempt employees, including teachers, may be required on occasion to work at school activities and functions beyond the normal school day. This work is considered to be a part of an exempt employee's regular duties. No compensatory or overtime pay should be expected for such extra hours, as this is part of your employment.

Position descriptions should include the following:

- (1) Effective Date: This is the date the description was amended or implemented.
- (2) Title and Department: The employee's title should be short and simple yet as descriptive as possible. The applicable department should be listed.
- (3) Supervisor of employee.
- (4) Summary of Functions: This should be a one or two sentence statement encompassing the basic function and objectives of this position.
- (5) Major Duties and Responsibilities: This section should describe with specificity the major duties and/or responsibilities for performing the job.
- (6) School Relationships: This section should outline the relationships between this position and other key positions including supervisors and positions supervised. This statement should also include the requirements for coordination with other positions or departments.
- (7) Experience, Qualification, or Education: If required, indicate the minimum requirements necessary to be able to fill the position. For example, this can include a description of the minimum years of experience or accomplishments in specific job categories or completion of degrees from post-secondary institutions, technical or trade schools necessary to perform this job.

- (8) The pay scale to which the position is classified.

The Superintendent, in consultation with the Personnel Records and others, including if applicable, supervisors, are responsible for initiating drafts or changes to existing position descriptions when applicable. Whenever practical, supervisors should interact with employees in developing or reviewing descriptions for accuracy and clarity. Job descriptions should mirror the growth and changes of the School. Supervisors should not fall into a routine of allowing individuals or their operations to be governed by preexisting job descriptions when changes would benefit the School.

### **1.07 POSITION VACANCY ANNOUNCEMENTS**

All full-time and part-time positions of *Takini School*, except those filled by lateral transfers from within the School (which the School reserves the right to do in the best interests of the School), will be advertised. Vacancy announcements shall be posted in School buildings throughout the School service area and may be submitted to local, state and national placement agencies or utilize other methods deemed appropriate by the Superintendent or designated administrator.

Hiring and selection procedures will be strictly in accordance with job qualifications. Waivers of job qualifications shall only be granted with concurrence of the Takini School Board.

### **1.08 POSITION RE-ADVERTISEMENT**

The School may re-open position advertisements or extend the closing date of position advertisements in the event that an insufficient number of suitable applicants have applied for the position, or the School is not satisfied with the quality of the pool of applicants. The decision to re-advertise shall be made either by the Takini School Board or Superintendent in consultation with the Board.

### **1.09 EMPLOYMENT APPLICATION PROCEDURES**

The Superintendent is responsible for the recruitment and making recommendations to the Takini School Board as the best personnel for the school. Anyone who believes he/she is qualified for a vacant position may submit a completed application to the Superintendent or designated administrator. Any vacancy announcements shall clearly set forth that before an applicant can be permanently employed with the School, the applicant shall be subject to a criminal history background check. Failure to pass a criminal background check shall make one's employment contract null and void, and/or shall constitute grounds for immediate dismissal, if employment has already begun.

The Superintendent or his or her designee is responsible for monitoring the employee application process to ensure that application timelines are adhered to by applicants, and for reviewing employee applications to ensure that applications are complete. Applications for employment which do not include all requested information, references, and other documentation will not be considered in the review of qualified applicants for positions at the school.

All applications, including applications for temporary or volunteer positions shall contain a question asking whether the applicant has ever been arrested, charged, or convicted of a crime involving a child, including but not limited to violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, or crimes against other persons. The application may require the applicant to describe the disposition of the arrest or charge. False or misleading applications shall constitute grounds for declaring the employee's contract null and void, and/or for the immediate dismissal of the employee or volunteer.

The application shall also inquire as to the applicant's residences within the last five years.

The School shall obtain from the prospective employee his/her signature agreeing that the employee has been informed of the School's obligation to perform a background check, granting permission for the background check to be performed, and authorizing the school to obtain a copy of the employee's criminal history report. The employee shall also be informed that s/he has the right to obtain a copy of the criminal history report and the right to challenge the accuracy and completeness of any information contained in the report by commenting, explaining, denying, or refuting the information.

## **1.10 PERSONNEL HIRING**

At the earliest possible date following the closing date of a job announcement, the Superintendent will submit applications to the screening/interview committee. The screening/interview committee may be composed of the Superintendent, Business Manager, or his or her designee, supervisor of the position to be filled, and one or more Takini School Board members. The Superintendent may designate additional employees to serve on the screening/interview committee. The Superintendent shall determine appropriate screening procedures for job announcements advertised as opened until filled.

The purpose of the committee will be to review and rate applications based solely on the information contained in the application and other documentation provided by the applicant, as well as background checks, references, interviews, and other information made available to the committee in the ordinary course of the process. The screening committee will be responsible to carefully rate information contained in the application.

Applications that may not be rated are:

- a. Applications not meeting job qualifications as indicated in job advertisement;
- b. Applications that are not signed by the applicant;
- c. Applications received after job advertisement closing date;
- d. Applications of former *Takini School* employees who were terminated for disciplinary reasons within one year from date of application; and
- e. Applications of individuals who have failed the criminal history background check, or who have failed to comply with assistance offered by the school after failing the pre-employment drug and alcohol test.

All applications which meet qualifications will be screened and rated based on established criteria. Applicants with the highest overall qualifications may be selected for interviews.

1. Applicants with the highest qualifications shall have at least one interview.
2. Immediate supervisors, the Superintendent, and/or one or more members of the Board may be included among persons who interview an applicant. However, the Takini School Board may establish and appoint employees to a hiring or interview committee.
3. There will be no travel expenses paid to applicants for interviewing, unless approved by the Takini School Board.

If, in the opinion of the Takini School Board, applicants interviewed for a position are not suitable for the position, the Takini School Board may re-advertise the position or require that other applicants screened for the position be scheduled for an interview.

Background check and/or employment verification shall be initiated by the Superintendent or his/her designee. The Superintendent shall follow the provisions set forth in this Manual when performing the background check. The contract with the employee, even if signed by the parties, shall not be considered executed, valid or enforceable until all results are returned regarding the background check. The legal effect of negative results coming in after the contract has been signed is that the employee's contract shall be considered null and void, as if no employment relationship exists between the employee and *Takini*

*School.* The Takini School Board has the final decision on all appointments for employment at *Takini School.*

The Takini School Board reserves the right to select alternate(s) who shall fill a position in the event the selected person declines the job offer or fails to fulfill her/his probation period, or becomes ineligible for some other reason.

## **1.11 CRIMINAL HISTORY BACKGROUND CHECK AND CHARACTER INVESTIGATION**

All information obtained in a background investigation is subject to privacy requirements imposed by Federal, state, or tribal agencies from whom the information is obtained. The Superintendent or his/her designee is responsible for making certain that these privacy requirements are complied with by the School. The information shall be in the possession of the Personnel Records. This information should only be released to the employee if permitted by law and only to those involved in the determination of the employee's initial or continued employment.

*Takini School* must complete a criminal history background check before an employee may be hired without condition and a character investigation on any individual who *Takini School* considers hiring. This provision includes volunteers who work in close contact with children or have regular contact or control over children. Employee background files are reviewed annually by authorized personnel to ensure compliance and that background files are updated every five years as an internal controls measure.

This criminal history background check shall be based on a set of the employee's fingerprints obtained by a Personnel Records and on other identifying information. The background check shall be conducted through the Identification Division of the Federal Bureau of Investigation and through the State criminal history repositories of all States that a prospective employee lists as current or former residences in an employment application. The Superintendent or his/her designee shall be responsible for initiating the check through the personnel program of the applicable Federal agencies. The background check should cover, at a minimum, the applicant's past five years.

An employee may be hired by *Takini School* provisionally prior to a background check being completed. If the employee who is hired provisionally has children in his/her care, the employee shall at all times be within the sight and under the supervision of a staff person who has completed a background check.

An individual may be denied employment or terminated from employment if the individual has been convicted of an offense involving a child victim, a sex crime, or a drug felony. A conviction of other crimes may be considered if it bears on the employee's fitness for the safety and well-being of children. An individual shall be denied employment if the individual was found guilty of or entered into a plea of nolo contendere or guilty to any offense under Federal, State, or trial law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; or crimes against persons. Federal law or regulation supersedes these policies, in the event Federal law or regulation changes the prohibitions on hiring, and these policies shall be deemed to conform to such Federal law and regulation.

If the background investigation reveals that a potential employee has been charged with one of the offenses listed above, or a current employee is charged with one of the offenses listed above and the charge has not been disposed of, the employer may deny the applicant employment until the charge is resolved, an employer may suspend an employee from having contact with children while on the job until the charge is resolved, the employer may detail or reassign the employee to duties which do not involve contact with children until the charge is resolved, or the employer may place the employee on leave with pay until the charge is resolved.

An individual, including volunteers, may also be denied employment or disqualified from continued employment if it is determined that:

- (1) The individual's misconduct or negligence interferes with or affects a current or prior employer's performance of duties and responsibilities;
- (2) The individual's criminal or dishonest conduct affects the individual's performance or the performance of others;
- (3) The individual made an intentional false statement, deception or fraud on an examination or in obtaining employment;
- (4) The individual's alcohol or substance abuse is of a nature and duration that suggests the individual could not perform the duties of the position or would directly threaten the property or safety of others; or
- (5) The individual has illegally used narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;

This list is not inclusive and in no way limits the list which is contained within the disciplinary section of this policies and procedure manual.

### **Character Investigation**

The Superintendent shall establish a list which identifies those positions which permit contact with or control over Indian children. This list shall be updated yearly.

The Superintendent shall appoint adjudicating officials. These persons shall serve as the adjudicating officials until they are terminated or resign, or the Superintendent in his/ her discretion finds it necessary to appoint another adjudicating official. In the event that the adjudicating officials shall appear to the Superintendent to have a conflict because of the potential applicant involved, the Superintendent shall appoint an individual to serve as a replacement adjudicating official for the conflicting case.

The School must make certain that the adjudicating officials are well-qualified and trained; that if the adjudicating official is not well-trained that the official is supervised by an individual in the school who is experienced in this area until the adjudicating officials are sufficiently trained; and that the adjudicating officials are familiar with the laws, regulations, and criteria involved in making suitability determinations.

The adjudicating officials shall at a minimum:

1. Review that background investigation provided by the FBI or any other information obtained from any other law enforcement agencies;
2. Review each background investigation form and the employment application and compare the information provided in the potential employee's application with documentation not provided by the employee;
3. If available, review the results of written record searches requested from local law enforcement agencies, former employers, former supervisors, employment references, and schools;
4. Consider whether the employee has met the standards established for suitability of employment;
5. Provide updated Adjudication Certificates to Takini School on an annual basis; and
6. Provide a successful background clearance as adjudicators must also be a subject of a successful background check.

The following are standards to consider when determining if a potential employee who will have contact or control over students is suitable for employment. When an adjudicating officer is considering whether an applicant is suitable for employment the adjudicating officer should consider:

- (1) the nature and seriousness of the prior conduct;
- (2) the regency and circumstances surrounding the conduct in question;
- (3) the age of the applicant at the time of an incident, societal conditions this may have contributed to the nature of the conduct;
- (4) the probability the individual will continue the questionable behavior; ~~and~~
- (5) the applicant's commitment to rehabilitation;
- (6) whether an individual has not been found guilty of or entered into a plea of nolo contendere or guilty to any offense under Federal, State, or trial law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; or crimes against persons.
- (7) what degree of risk does the individual bring to the position; and
- (8) past conduct that will not interfere with the employee's duties or create long-term risk;

## **1.12 FALSIFICATION OR OMISSION OF APPLICATION INFORMATION**

Applicants who are offered employment by *Takini School* who falsify or intentionally omit information which would impair the decision of the Takini School Board as to the competency or suitability of the applicant or employee shall be immediately terminated from their employment with *Takini School*, and their contract shall be null and void.

## **1.13 FORMER EMPLOYER AND REFERENCE CHECKS**

Any member of the screening committee and/or the Superintendent or his/her designee shall have the right to contact applicant references and former employers to verify application information, and to obtain information from these resources pertinent to the job-related strengths and limitations of applicants. Information obtained from applicant former employers and references will be treated in a confidential manner and used only in determining applicant suitability for employment at *Takini School*. Potential employees/applicants shall be required to sign a release of information request and waiver of claim against a former employer for releasing information concerning previous employment.

## **1.14 NOTIFICATION TO APPLICANT OF EMPLOYMENT OFFER**

The Personnel Record shall be responsible for notifying selected applicants of *Takini School's* offer of employment, and for issuing contracts/wage agreements (to be signed and returned by the employee within ten (10) calendar days from the receipt of notification of employment), and will include information regarding starting dates, contract term, salary rate, and other appropriate information. Applications of individuals who are employed by *Takini School* will be placed in the personnel folder of the new employee. Any offer of employment shall be construed as being rejected if not accepted by the employee within ten (10) calendar days.

## **1.15 NOTIFICATION TO APPLICANTS NOT SELECTED FOR EMPLOYMENT**

The Personnel Record shall notify applicants of their non-selection.

## **1.16 TEMPORARY APPOINTMENTS**

The Takini School Board and/or Superintendent shall have the authority to appoint temporary personnel to work assignments required at the School, dependent upon available funding sources. Temporary employees shall not be entitled to fringe benefits, use of the grievance procedures, accrual of annual leave, or other benefits of permanent employees. Temporary employees shall be hired by contract.

Temporary appointments, for other than teaching and transportation personnel, may not exceed Twenty (20) work days and the temporary employee shall be paid at a rate established by the Takini School Board for actual work performed. There is no promise of employment to a temporary employee beyond the term described in the letter of appointment. A temporary employee may be reappointed to additional terms, but shall be issued a new contract. A temporary contract is also extended to substitute teachers.

## **1.17 PERSONNEL PROBATION**

All new employees and any employees who transfer from one job to another within the school system shall be covered by this policy. The probationary period shall last for ninety (90) days and may be extended for one additional ninety (90) day period if necessary. Any extension of the probationary period shall not be construed as an offer of permanent employment or the existence of a contract or other employment agreement. During the ninety (90) day probation, employees will not be granted leave unless approved by the Superintendent.

Nature and Purpose: Probation is established to benefit the employee and the school and is a time for personal adjustment, adaptation, learning the job requirements, and the policies and procedures of the school. This ninety (90) calendar day period shall determine if the new employee meets required standards of employment. During the probationary period, the employee and her/his supervisor should pay close attention to the employee's job performance and progress.

Conditions Preliminary to Regular Appointment: The regular appointment of an employee shall begin with the date ending the probation period. The Superintendent is responsible for obtaining a written statement from the employee's supervisor containing an appraisal of the employee's duties indicating her/his services during the probation period have been satisfactory and the employee is recommended for regular status. The supervisor shall notify the employee in writing if the appointment is to be made a regular employee and a copy of such notice shall be placed in the employee's personnel file.

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

Transfers During Probation or During Employment: If job qualifications are met an employee may be transferred during the probation period if such action would benefit the School or the employee. A new probation period will begin on the date of transfer, if the transfer is to a different job category.

When an employee is transferred to a new position that employee will be required to go through the ninety (90) day probationary period at the new position. Transferred employees who are unable to perform at their new position may be returned to their original job if a vacancy exists or may be recommended for termination. Even if a vacancy exists, the employee may be recommended for termination.

Performance Appraisal During Probation: The supervisor shall provide a performance appraisal at least ten (10) days prior to the end of the probation period. Performance appraisals shall be documented and used to determine how the employee is adapting to job requirements, the department, the overall system, and to recommend for regular employment, extension to the probation period or termination of employment. Appraisals are not required in the event a probationary employee is terminated or recommended for termination within the ninety (90) day period.

Continuing Employment: Those employees whose continuing employment is contingent upon the employee meeting special conditions, as recommended by their supervisor to the Superintendent and



approved by the Takini School Board, may be placed on a subsequent ninety (90) calendar day probation period. All special conditions to employment contracts and agreements must have Takini School Board approval. In no instance shall an employee's probationary period extend beyond one-hundred and eighty (180) days.

Dismissal During Probation: Any time during the probation period that an employee fails to successfully adapt to the requirements of the position, the department, or the school system, employment shall be terminated immediately, and the employee's employment agreement or contract shall be considered null and void and the offer of employment withdrawn. The supervisor shall make a recommendation to terminate to the Superintendent who shall notify the employee in writing of such recommendation and the date services will be terminated. The Takini School Board shall make the final decision on termination. The employee shall have no right to appeal the Takini School Board decision.

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

Attendance of Workshops and Training Sessions/Seminars: Probationary employees are not eligible to attend workshops and training sessions/seminars that are held off of *Takini School* property until that employee's probationary period has ended and the employee has been made a regular employee. The Superintendent, upon request of the employee's supervisor, may make exceptions.

Continued Contract Employees: If an employee's contract is renewed for a different position the ninety (90) day probationary period would then apply.

#### Payroll Deductions during Probationary Period

Probationary employees are not eligible for payroll deductions until they have satisfactorily met the end of their ninety (90) working day probationary period.

### **1.18 PERSONNEL SUPERVISION**

The major focus of employee supervision shall be to assist, monitor and support the capabilities of an employee to competently perform their assigned job responsibilities.

Employees shall be notified of the identity of their direct supervisor by the Superintendent or Personnel Record at the time of their initial appointment. The employee's direct supervisor shall record time and attendance, evaluate, provide technical assistance, consult with, assist in planning, conflict resolution and problem solving, identify developmental needs and resources, acquire materials, approve/disapprove all leave, and assign duties to the employee.

### **1.19 DEFINITION OF EMPLOYEE**

An employee is defined as an individual who has signed an agreement with the organization or has otherwise been employed, by letter or other informal or formal appointment who performs work for *Takini School*, who works under the supervision of someone in the organization, and who utilizes the resources of the organization to perform these functions. The classes of employees are defined as follows:

Regular Full-time Employees: Those employees who work at least thirty-two (32) hours per week for fifty-two (52) weeks per year and who maintain regular employment status. All regular full-time employees are eligible for all employee benefits, personal leave, holidays, and sick leave benefits. These employees may utilize the grievance procedures.

Regular Part-time Employees: Those employees who may work less than thirty-two (32) hours per week or less than fifty-two (52) weeks per year, but who maintain regular employment status. Regular part-time employees are eligible for all employee benefits, personal leave, holidays and sick leave benefits on a pro-rated basis. These employees may utilize the grievance procedures.

Temporary Employees: An appointment which does not exceed ninety (90) working days, except for teaching substitutes and transportation employees, and which includes, but is not limited to substitute teachers and staff. These temporary employees shall not be eligible for employee benefits, including but not limited to, leave, and insurance or retirement benefits. These employees may be dismissed with or without cause at any time. These employees may not utilize the grievance procedures.

Non-exempt: An employee who is subject to the Fair Labor Standards Act. These employees shall receive overtime pay at a rate of 1 ½ times the hourly rate or will receive compensatory time at a rate of 1-1/2 hour for each hour of overtime worked. All overtime and compensatory time shall be approved in advance, in writing, by the employee's supervisor. The employee has the option of electing, in advance, whether they choose overtime or compensatory time. Overtime is any work done beyond the forty (40) hours worked per week.

Exempt: An employee, including but not limited to teachers and supervisors, who is not subject to federal overtime laws. These employees do not have to be paid overtime when they work more than forty (40) hours in a workweek. As an exempt employee you may be required as a condition of employment, to work in excess of the regularly scheduled hours. Such work will not result in additional compensation or compensatory time.

## **1.20 PAY SCALE**

There shall be a pay scale for certified professionals, paraprofessionals, bus drivers and a pay scale for support staff.

## **1.21 TENURE**

There is no tenure for any employee of *Takini School*.

## **1.22 IN SERVICE AND PARAPROFESSIONAL TRAINING**

The Superintendent is responsible for administering a needs assessment to identify areas of training and for reporting the results to the Takini School Board who shall provide funding annually to accommodate the resources needed to implement pre-service and in-service programs.

All employees are required to participate in programs of pre-service and in-service as scheduled, unless they are performing essential services at the time. In-service and staff development programs shall be provided to school personnel on an annual basis within budget limitations. Such opportunities shall include special course offerings, workshops, visitations from and to other schools, an adequate professional library, assistance from supervisors or consultants, and attendance at professional conferences and meetings. Staff shall always keep classroom teaching a priority and limit attendance to these opportunities accordingly so as not to hinder or interfere with regular teaching. Provision shall be made annually for a Staff Development Program that will be developed with the staff and paid for upon recommendation of the supervisors and approval of the Superintendent.

## **1.23 SUBSTITUTE TEACHER TRAINING PLAN**

Both non-certified and certified substitute teachers are required to meet with the Personnel Record on their initial employment to receive a general orientation of the school and policies. The substitute teacher

will be provided information from the files of the regular classroom teacher including: subject matters, daily lessons, a seating chart, lunch schedule, and special education student needs. Within the discretion of the Administration, a certified substitute teacher may be permitted to attend in-service programs which are conducted by the school district and may also be sent to workshops like a regular classroom teacher. All substitute teachers shall be required to attend one substitute training class per year, which are provided monthly during the school term.

## **1.24 EMPLOYEE STATUS**

The School may terminate non-contract employees with or without cause. The School may terminate contract employees for cause or without cause by mutual agreement. Suspension or dismissal procedures against contract employees should be carried out pursuant to this Policies and Procedural Manual. Terminated at-will/non-contract employees may not use grievance procedures once terminated, but at-will employees may utilize grievance procedures for all other forms of discipline.

## **1.25 CONTRACT EMPLOYEE RENEWAL/NON RENEWAL**

Consideration of the continued employment of any contract employee shall be based upon work performance of each employee as indicated by performance evaluations, recommendations as to contract renewal or non-renewal by the employee's immediate supervisor, and shall consider the staffing pattern required for operation of the School during the subsequent School term. However, the School reserves the right to non-renew any contract employee at any time, without cause and without relying upon any evaluations or other criteria.

## **1.26 EMPLOYEE ORIENTATION**

The Superintendent and/or his/her designee shall, unless there is good cause to the contrary shown, coordinate and conduct a staff orientation session prior to the beginning of each academic year. The purpose of the orientation is to provide clarification to all employees of the expectations, policies, procedures, resources, and goals of the School for each academic year. Supervisors shall be assigned specific roles in carrying out the orientation program.

The Superintendent and/or his/her designee shall be responsible to work with supervisors to ensure all support staff have the required preparation and training as outlined in her/his job description.

All employees shall be required to participate in staff orientation activities prior to the issuance of salary payment.

Employees shall document their participation in orientation by completing a checklist developed by the Superintendent which lists those items understood and those items requiring additional awareness. All employees shall also be required to certify their understanding of personnel policies and procedures and other orientation information on this checklist, which shall be placed in their personnel folder.

The new employee shall also be responsible for certifying understanding of policies, procedures, and other items on the orientation checklist prior to assuming their job role and/or receiving any salary payment.

## **1.27 EMPLOYEE SUPERVISOR**

Each employee of *Takini School* will be assigned an immediate supervisor upon their employment at the School. The immediate supervisor of an employee is to be considered a resource to the employee regarding work task assignments, scheduling, planning, in-service training/staff development, advisement regarding policy and procedure and other activities, employee performance expectations and performance

outcomes, motivation, and consultation/communication.

## **1.28 EMPLOYEE SUPERVISOR POLICY ADMINISTRATION**

The immediate supervisor of an employee is also responsible for ensuring that the employee functions in accordance with personnel and other policies and procedures, and for administration of these policies and procedures in the event of employee non-compliance.

## **1.29 SUPERVISOR ROLE IN EMPLOYEE GRIEVANCES**

The immediate supervisor of an employee is the initial resource to which the employee is to address any work-related grievances. Therefore, it is essential that a positive working relationship and communication be established between the supervisor of the employee and the employee.

## **1.30 SUPERVISOR EVALUATION OF EMPLOYEE PERFORMANCE**

The immediate supervisor of an employee is responsible for conducting periodic evaluations of the employee's performance in accordance with the process, outcomes, and criteria identified in the employee's performance evaluation plan. The employee's evaluation will include expectations and outcomes to which employee tasks are to be focused. The outcomes of the performance evaluation will be used by the supervisor in issuing any recommendations for continuing employment, including continuation of employment following completion of the employee's probationary period.

## **1.31 PERSONNEL EVALUATION**

### **a. PURPOSE**

The formal appraisal program is intended to assist and motivate employees to attain their maximum potential. It is a means of employee self-improvement. The program is designed to analyze the strengths and weaknesses of an employee. It enables the Supervisor and the employee to direct their efforts toward those personal characteristics, skills, knowledge, and abilities that will make her/him a more effective employee.

### **b. POLICY**

It is the policy to conduct an on-the job performance review with each employee on a regular basis as an employee development activity. Promotions, pay increases, and continued employment are based primarily on performance, step increases, educational attainment, and cost-of-living, not on length of service or longevity. Performance evaluations will be considered in decisions affecting training, placement, salary increases, promotions, demotions, layoffs, and dismissals.

### **c. FREQUENCY OF EVALUATIONS**

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

#### **1. ANNUAL REVIEW**

- Annually by the first Monday of March;
- An employee's performance becomes markedly better or worse; or
- The Supervisor or the Superintendent deems it necessary or appropriate.

#### **2. PROMOTION/TRANSFER REVIEW**

Within ninety (90) calendar days of transfer or promotion to a new position. At the discretion of the Supervisor, this review may take place sooner if the employee has demonstrated her/his ability to satisfactorily perform the job requirements. Any transferred or promoted employee shall be subject to the ninety (90) day probationary period, and this review is a part of that process.

**d. RESPONSIBILITIES**

The employee's immediate supervisor will normally be the rating officer. They will be responsible for evaluating the performance of each employee under their supervision, discussing the completed evaluation with the employee.

The Superintendent will evaluate the performance of each supervisor under her/his supervision and the Takini School Board will evaluate the performance of the Superintendent.

**e. PROCEDURES**

Each supervisor will establish performance objectives for each employee or group of employees. The performance objectives will be based on actual job requirements and will be conveyed to the employee in writing. This will ensure that the employees know what level of performance is expected and understand the basis for success or failure to meet these objectives when evaluated.

It is the supervisor's responsibility to conduct a thorough and impartial review of each employee reporting directly to her/him. If a supervisor is not completely familiar with all phases of an employee's job assignment, a second person knowledgeable of the employee's performance will be requested to assist in the evaluation.

All evaluations will be discussed and reviewed with the employee evaluated.

The following steps may, at the discretion of the supervisor, be observed in accomplishing the evaluation process:

1. Prepare performance requirements by determining how well you expect the employee to do their duties.
2. Discuss the performance requirements with the employee and adjust them as needed.
3. Observe what the employee is doing.
4. Evaluate the performance against the requirements.
5. Discuss the evaluation with the employee.
6. Take appropriate action.

The Superintendent shall prescribe the form on which the evaluation shall be entered.

**f. ELEMENTS OF EVALUATION**

Some of the elements of the evaluation which may be measured include but are not limited to:

1. Job proficiency - the ability to perform tasks at or above the job standards.
2. Harmonious Working Relationships - the way an employee gets along with her/his supervisor and fellow workers shall be evaluated. Willingness to accept and to carry out orders is also important.

3. Absenteeism and Tardiness - the punctuality and consistency of attendance of an employee on the job is an important consideration.
4. Errors - accidents, errors in work and/or accidents that are attributed to improper performance of job tasks shall be noted and evaluated.
5. Failure to follow rules and regulations - any employee may receive an unfavorable evaluation if s/he disregards written or oral rules and regulations of which s/he could reasonably be deemed to be aware of.
6. Relationship with the Public - public relations is an important part of the duties of every employee.

Each supervisor shall evaluate the manner in which her/his subordinates deal with the public. Discourteous treatment, lack of tact, and other elements of misconduct in dealing with the public are valid reasons for an unfavorable evaluation.

#### **g. PERFORMANCE REVIEW- INTERVIEW**

Each employee shall be given the benefit of a private performance review - interview with the rating officer. The purpose of the private interview is to review the ratings and discuss the employee's job performance. The employee will be allowed a reasonable time to enter comments on the review form. The employee will sign the evaluation form, indicating the evaluation has been explained and discussed. An employee's signature does not mean that the employee agrees with the evaluation, but that he or she understands it and that it has been explained and discussed. The employee can outline agreement or disagreement with the supervisor's appraisal. The review form will not be placed in an employee's personnel file until this has been accomplished.

The evaluation form then will be forwarded to the Superintendent for appropriate action.

#### **h. UNSATISFACTORY EVALUATION**

An employee who receives an overall rating of "unsatisfactory" on the annual evaluation may be placed on a ninety (90) day probation at the Superintendent's discretion. Job performance will be re-evaluated prior to the end of the probationary period. Employees who again receive overall ratings of "unsatisfactory" will be recommended by the Superintendent for termination to the Takini School Board.

#### **i. ADMINISTRATION AND COORDINATION**

The Superintendent or his/her designee has the responsibility to administer and coordinate the performance appraisals completed on the staff. Advice and assistance will be given to rating officers and employees to assure that evaluation and review procedures are carried out in accordance with the provisions of this section.

Each completed evaluation instrument and improvement plan will be placed in the employee's personnel file.

### **1.32 EMPLOYEE PERFORMANCE EVALUATION OUTCOME GRIEVANCES**

In the event that any employee is not in agreement with the outcomes of informal or formal performance evaluations completed by their immediate supervisor, the employee shall be required to follow established grievance procedures to process their grievance.

### **1.33 EMPLOYEE PERSONNEL FILE MAINTENANCE AND ACCESS**

The Superintendent, Personnel Record, shall be responsible for maintaining employee personnel files. The Superintendent and authorized federal, or state government officials, shall have access to employee personnel files. Employees also have the right to access and review their personnel file, however, may not remove the file from the office in which the file is located, nor remove or alter any information in the file.

Personnel records are kept on file in the School Office and should include, if applicable, but are not limited to:

1. Job advertisement
2. Job description
3. Application
4. W-4 and I-9 Form
5. Employment Record-Salary
6. Evaluations
7. Employee Contract
8. Health Certificates
9. Personnel Actions
10. Valid Certificate or License
11. Transcripts of Credit
12. Diplomas
13. Drug-Free Workplace Form
14. Criminal History Background Check
15. Proof of Insurance (if personal vehicle used for school purposes).

All personnel records are considered confidential and are not open for inspection by unauthorized personnel.

Upon her/his written request, each employee has the right to review their own personnel file and to ask for removal of any unnecessary information from the file. No documents may be removed from an employee's personnel file without the approval of the Takini School Board; however, copies of letters, certificates, employment applications, transcripts, or other information in the personnel files may be duplicated by an employee at the request of the employee. When any employee is reviewing his or her personnel file, a member of the School administration, or designees of the same, shall be present at all times.

All personnel files shall be reviewed annually by the Superintendent and/or his/her designee to recommend to the Takini School Board the removal of unnecessary material from those files. Documentation of personnel actions may be removed annually from the personnel folder upon the recommendation of the Superintendent and with Takini School Board approval.

Documentation of personnel actions resulting from alcohol-related incidents or serious misconduct shall be maintained for a period of three (3) years with removal from the files upon the recommendation of Superintendent and Takini School Board approval.

### **1.34 GUIDES AND CONTRACTS**

Salary ranges shall be established in order to provide a basis for recognizing individual differences among positions. The objective is to insure equal pay for equal work.

No employee shall be paid less than the federal minimum wage. Salary increases may be given no more frequently than annually to reward efficient work and career development.

**SALARY AND WAGE SCHEDULES:** Salary and wage schedules will be reviewed every three (3) years. Any adjustments made to salary and wage schedules will be based on the overall financial status of the school. The salary and wage schedules shall be maintained in the school administration office, and available for review by employees. The Takini School Board shall follow these schedules until they are revised by the Takini School Board.

**SALARY INCREASES:** Each employee will be evaluated annually. At the discretion of the Takini School Board, and dependent upon funding availability, salary increases may be granted for one or more of the following reasons: Step increase, educational attainment, or cost of living.

**ENTRANCE SALARY:** Salary granted to new employees will depend on evaluation of education, experience, and qualifications. New employees may be credited for up to five (5) years of related outside experience. If the employee is a former *Takini School* employee, all previous experience at the School may also be used to determine entrance salary if such experience is directly related to the position hired for.

**TEMPORARY EMPLOYMENT SALARY:** Salary for temporary employees will be based on established rates approved by the Takini School Board, which shall be identified in the salary and wage schedule.

**SUBSTITUTE TEACHER SALARY:** Payment for substitute teachers will be based on established rates approved by the Takini School Board.

**CONTRACTS:** The Takini School Board does not provide for a continuing contract. All executive, professional, and instructional employees shall sign a contract. Designated administrative positions may also be contract positions. All contracts are one-year or less, non-renewal contracts except for some executive positions where the job description so specifies. Their contracts are not deemed to be continuing. Failure to timely renew or failure to provide timely notice of a non-renewal of a contract shall not constitute a constructive or automatic renewal of the prior contract. These employees shall sign an employment contract or agreement prior to beginning employment, with such contract or agreement on file in the employees' personnel file before salary is received. The Takini School Board reserves the right to annually attach such addendums to offered contracts in an effort to improve the performance of *Takini School's* employees. An annual contract once offered by the Takini School Board, must be accepted or rejected no later than ten (10) calendar days after the date of offer, and may not be altered in any way by the employee or the Takini School Board, unless the parties mutually agree to the alteration.

Instructional personnel (teachers) shall sign a contract annually to provide services for a predetermined number of days per school term. Days missed without approved leave will be deducted at a rate calculated by dividing the contract amount by the number of contract days to acquire a daily rate for deductions, which shall be prorated.

Instructional personnel shall receive their salary on a bi-weekly basis, but may opt to be paid over twenty-six (26) pay periods and shall receive bi-weekly salary payment until the contract amount is fulfilled. The employee shall elect which payment plan he or she seeks at the start of the contract term.



Contract teachers sign a contract to work for the approximate equivalent of nine months, with actual days worked to be established by the Takini School Board when it sets the school calendar. Days missed without leave will be deducted from an instructional personnel's paycheck by dividing the contract amount by the number of school days in that year. Before a teacher receives his/her paycheck at the end of the school year, the teacher must complete certain tasks, including but not limited to the following: report cards, promotional summaries, cumulative folders, classroom inventories, classroom cleaning, and orders.

Support Staff and are paid bi-weekly at their hourly rate based on hours of service provided during a two (2) week period.

**BENEFITS:** Fringe benefits for personnel shall be established by the Takini School Board on an annual basis and shall be indicated in the employee's contract or by notice to the employee (non-contract employees).

Employees may have one (1) voluntary salary deduction, not exceeding 40% of their bi-weekly pay, to be processed through the Business Department. To ensure financial accuracy and accountability, the Business Office Staff are not eligible for a voluntary deduction. Employees will be charged a \$5.00 Administrative Fee for each voluntary payroll deduction that is processed per pay period until it is paid in full.

### **1.35 POSITION CLASSIFICATION**

The Superintendent shall develop and recommend to the Takini School Board a classification plan for all positions. The Superintendent shall be responsible for the operation and maintenance of the position classification plan for the school. The Takini School Board considers all positions vital to the smooth functioning of the School and requires all employees to work together as partners to provide the best learning situation for students of the School.

Only those positions approved by the Takini School Board may be implemented. Only the Takini School Board may create or abolish a position.

The purpose of the position classification plan shall be to:

- a. Provide the school employees with a means to identify work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- b. Provide uniform titles for positions.
- c. Establish that all positions will be paid according to specific salary schedules.

The position classification plan shall be based upon the analysis of the duties and responsibilities of each position and will be maintained on a current basis. The plan will include:

- a. An appropriate classification of each kind and level of work.
- b. A description of the duties and responsibilities of each classification.
- c. A statement of the knowledge, skills, and abilities generally needed to perform the work.
- d. A statement of any special qualifications necessary to enter the position.

#### **PROCEDURE FOR NEW POSITIONS:**

All requests for new positions will be made to the Superintendent who may either approve or disapprove the request considering the budget and need. If the Superintendent approves the request, the Superintendent shall then work with the supervisor to develop a job description. Once the job description is written, the Superintendent will compare the qualifications to the established plan to establish a pay

level to be assigned. The request will then be submitted to the Takini School Board for approval. If approved, the Personnel Record will take action to fill the position.

### **1.36 QUALIFICATIONS**

Job qualification requirements shall be equivalent to those established by the appropriate licensing and certification authorities relied upon by *Takini School*, which are currently adopted from the State of South Dakota.

Teachers and other certified staff must be certified in the State of South Dakota with majors or minors in the field of their employment.

Nonprofessional staff members should be high school graduates or have a GED equivalent and shall meet all job requirements.

All other staff must meet applicable federal and state licensing, certification and job requirements.

### **1.37 POSITION RECLASSIFICATION**

When the duty assignments of an employee have changed substantially as to kind and level of work, the supervisor or employee may initiate a request for change in the pay class level in writing to the Superintendent. The request should outline the reasons why the employee and/or supervisor feel change is needed. All requests must be routed through the supervisor who will provide her/his input to the request.

If the Superintendent determines that the position has changed sufficiently to warrant a change in pay/class level and budget considerations have been made, recommendation will be made to the Takini School Board for approval or disapproval.

A position may be reclassified on the basis of change in or re-evaluation of the duties, responsibilities, and qualification requirements of the position. The Superintendent shall recommend such reclassification as is justified.

### **1.38 HEALTH EXAMINATION**

All employees of the School shall be required to have a physical examination at their own expense within thirty (30) calendar days of their starting date of work and every three years thereafter, and shall file a medical certificate attesting to the employee's freedom from communicable disease(s), including tuberculosis, in their personnel file. TB tests shall be required annually for all school employees, and are the financial responsibility of the employee. Employees must take either sick or personal leave to conduct their tests.

### **1.39 OVERTIME COMPENSATION**

With effective planning and efficient management, overtime work is not required. Overtime work shall be permitted only upon the authorization of the designated supervisor and/or Superintendent, and shall be in writing. Only nonexempt employees are eligible for overtime.

It is anticipated that exempt employees shall be expected to incur some overtime hours as part of their duties and responsibilities, and they shall not receive additional overtime pay for those hours worked.

#### **Overtime Pay:**

Prior to incurring overtime which will lead to overtime compensation, the employee shall request advance approval in writing from their immediate supervisor and/or the Superintendent. Employees may be

disciplined for not requesting prior approval from their immediate supervisor for overtime requests.

“Non-exempt employees” as defined in the Fair Labor Standards Act, and above in this document, who elect to be paid for overtime rather than take compensatory time shall be paid at one and one-half (1 ½) times their hourly rate of compensation for all involuntary or permitted hours in excess of forty (40) hours per work week. False claims regarding overtime by employees shall subject the claimant to immediate discipline up to, and including, termination. Exempt employees shall not be entitled to overtime pay for overtime hours worked.

#### **1.40 STAFF MEETINGS**

Supervisors shall conduct regular meetings at least once a week that do not significantly interrupt work schedules with the personnel they directly supervise and shall document the outcomes of the meetings, inclusive of agenda items, decisions made, committees formed, tasks delegated, timelines for the completion of activities, and other appropriate information. This information is to be disseminated to those in attendance within five (5) days of the meeting to assist in communications.

#### **1.41 CONSULTING**

Personnel wishing to provide consultant services to other agencies are required to submit a request to their immediate supervisor who shall consult with the Superintendent for approval.

Personnel receiving approval to provide consulting services shall utilize personal leave or leave without pay during time consultant services are required, unless consulting is done on a day of legal discontinuance or off-duty hours. Personnel shall not be allowed more than five (5) days per year of annual/personal leave for consulting purposes, with no more than two (2) consecutive days at any one time.

#### **1.42 LEAVES AND ABSENCES**

There are only specified forms of leave available to *Takini School* personnel. These include: annual, personal, sick, bereavement, administrative, and leave without pay (LWOP). Absence without leave is a serious act of misconduct, is not compensable, and shall subject the employee to disciplinary action up to and including termination.

Administrative leave is defined as leave granted by the Superintendent or his/her designee only for the following situations: conferences and visitations, jury duty, weather-related or road conditional-related school closings, pending disciplinary proceedings against personnel, any other required closing of the school necessitating the dismissal of staff, and/or any other situations requiring temporary removal of an employee from his/her position necessary for the good of the school.

The Takini School Board realizes employees may have emergencies for essential matters that cannot be met during off-duty time. However, applications for leave must meet established procedures and be 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 disciplinary action taken as described above. Leave will be accrued each pay period the employees works and will be reported on the employees pay stub each pay-period.

At the discretion of the immediate supervisor and the Business Manager, Leave without Pay (LWOP) may be granted to an employee for extreme emergencies. Leave without pay will be considered excessive after three (3) days have been granted and may result in disciplinary action taken.

There will be no advance leave granted. Advance leave is defined as deductions from future leave not yet earned by the employee. The Business Manager shall be responsible for submitting any leave reports to the Superintendent for Takini School Board review, reporting accumulated leave taken annually. The Business Manager will monitor leave to assure no leave is taken in excess of amounts earned and notify immediate supervisors to discuss with employee's their time and attendance.

### **1.43 a. ANNUAL LEAVE**

Annual leave is granted to twelve (12) month personnel. Leave must be approved 3 days prior to employee taking leave. The use of annual leave is a privilege rather than a right and is subject to supervisory approval. Approval of annual leave which has been scheduled and approved may be withdrawn if warranted by workload requirements and/or the need of the employee's services. Only thirty-two (32) hours of annual leave shall be carried over from one year to another year.

Annual leave is accrued on a basis of three (3) hours a pay period. Total leave of eighty (80) hours will be accrued in full prior to the completion of the contract.

### **1.43 b. PERSONAL LEAVE**

Personal leave is granted to all employees. The use of personal leave is a privilege rather than a right and is subject to supervisory approval. Approval of personal leave which has been scheduled and approved may be withdrawn if warranted by workload requirements and/or the need of the employee's services.

Personal leave shall not be carried over. Unused personal leave may be purchased by the School at the end of the contract year. Only unused personal leave can be paid out, with and upon Takini School Board approval.

Personal leave is earned by all employees based upon past and previous years of service to the organization. Personal leave is earned only during the duration of the contract. Year round employees will be accrued all pay periods. School employees will accrue only over the estimated 40 weeks of their contract. All pay periods are biweekly. Personal leave shall accrue as follows:

- One to Five years of service     4 hours per pay period
- Six to 10 years of Service       5 hours per pay period
- Over 10 years of service         6 hours per pay period.

### **1.44 JURY LEAVE**

Leave shall be granted to any employee duly called and accepted for jury duty, whether or not they have asked the court to be excused. Such leave shall be leave without pay if an employee is compensated for jury duty. If such compensation is less than the employee's salary, the *Takini School* shall offset the balance and shall be made with appropriate documentation provided by the employee.

### **1.45 SICK LEAVE**

Sick leave may be granted for employee illness, an appointment with a medical provider, e.g. doctor, dentist, optical, or for a contagious disease or serious disease which may be life threatening, or the illness of an immediate family member which requires the employee's personal care. Failure to notify the Administration by 7:30 a.m. will result in LWOP statute unless the injury or illness prohibits such compliance. If compliance is prohibited, the school shall be notified as soon as possible.

Sick leave taken in excess of three (3) consecutive work days or twenty-four (24) consecutive work hours,

and shall require a physician's statement, either for the employee, or the employee's ill family member. If it is the administration's position that sick leave is being abused, the administration may in its discretion require a physician's statement for sick leave which is less than three (3) consecutive work days.

Sick leave is earned by all employees at a rate of two (2) hours per pay-period for each pay period of actual work. Sick leave is earned only during the duration of the contract. Year round employees will be accrued all pay periods. School employees will accrue only over the estimated 40 weeks of their contract. All pay periods are biweekly.

#### **1.46 EDUCATIONAL LEAVE**

Unpaid leave if related to job improvement will be granted at four (4) hours per week upon approval of the supervisor.

#### **1.47 MATERNITY/PATERNITY LEAVE**

Employees may take up to eighty (80) hours of paid maternity or paternity leave, which shall be granted upon request by the Superintendent. Such paid leave shall be concurrent with the leave availability under the Family and Medical Leave Act.

Employees may be granted a family leave of absence not to exceed twelve (12) weeks. Such leave shall be unpaid leave, but benefits other than salary or wages shall be maintained. Employees may use accrued leave available during this period. Employees do not accrue leaving during this period, but benefits shall be maintained.

If both parents are employed by the Takini School Board, their aggregate leave is limited to twelve (12) weeks for the birth of a child. If the leave is requested because of the illness of a child, each parent is entitled to twelve (12) weeks of unpaid leave. Employees are expected to follow the provisions of the Federal Family and Medical Leave Act, which supersede any contrary provisions in this policy, if applicable. Employees are encouraged to report pregnancy as soon as possible so health can be safeguarded and plans can be made for temporary replacement.

#### **1.48 FAMILY CARE LEAVE**

Employees may be granted up to twelve (12) weeks of unpaid leave in any twelve (12) month period for the purpose of their own health condition or the birth or placement for adoption or foster care of a child, or to care for a family member who is defined as child, parent, or spouse who has a serious health condition.

The Takini School Board may require certification, on a periodic basis, of the family member's continuing serious health condition by the family member's physician and /or a physician selected by the Takini School Board. Employees may use accrued leave available during the twelve (12) week unpaid leave. Employees are expected to follow the provisions of the federal family and Medical Leave Act. Which supersede any contrary provisions in this policy, if applicable

*Ref: Family and Medical Leave Act of 1993, as amended.*

#### **1.49 MILITARY LEAVE**

An employee shall be allowed approved leave of absence from her/his duties without loss of status or efficiency rating while performing "ordered military duty," with full employment, and compensation reinstated upon return, as provided by law.

“Ordered Military Duty” means any military duty or while reporting to and returning from duty or while reporting to and from such duty not to exceed a total of fifteen (15) work days in any one calendar year. If an employee is called to duty and has used all his/her military leave, the employee shall be granted leave without pay on request or may be granted annual/personal leave if s/he desires.

Military auxiliary members (ex: American Legion or V.F.W.) may be granted unpaid leave, at the discretion of the Superintendent with notification to immediate supervisor for purposes relating to their obligations, but may use personal leave, if available.

### **1.50 BEREAVEMENT LEAVE**

For death in immediate family, up to forty (40) hours for twelve (12) month contracts and thirty-six (36) hours for nine (9) month contracts of paid leave. Immediate family shall be interpreted to mean husband, wife, child or adoptive, foster, or step-child, parents, step-parents, brother, sister and grandparents. Hours may be granted for extended family members at the discretion of an employee’s immediate supervisor and/or Superintendent, if all other leave is exhausted.

### **1.51 HOLIDAYS**

Personnel and temporary employees shall be provided paid holidays. If the holiday falls on a Saturday, the Friday before will be taken as a holiday. If the holiday falls on a Sunday, the Monday after will be taken as a holiday.

Twelve (12) month contract employees will be compensated for the following paid holidays which may include:

Independence Day, Labor Day, Native American Day, Veteran’s Day, Thanksgiving Day and the Friday after, Christmas Eve Day and Christmas Day, New Year’s Day, Martin Luther King Day, Presidents Day, Easter Monday, and Memorial Day.

Nine (9) month contract employees will be compensated for the following paid holidays which may include:

Labor Day, Native American Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Day, Presidents Day, Easter Monday, and Memorial Day.

### **1.52 PROFESSIONAL PUBLISHING**

Employees are encouraged to write and prepare professional material for publication in their areas of expertise. Employees who prepare material on their own time without use of school facilities or equipment are not required to submit such material for review prior to publication.

Employees who desire to copyright, patent, or market material prepared totally or partially on school time, shall submit a copy of such material to the Superintendent for review accompanied by:

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

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

### **1.53 LABOR, TEACHER, OR EMPLOYEE UNIONS**

Employees have the right to join or participate in the activities of organizations of their choosing; however, *Takini School* does not participate in or recognize any formally-organized employee State, Federal, Tribal, or other labor union for the negotiation of employee salaries, fringe benefits, or any condition of employment. The Superintendent or her/his designee, and/or the employee's supervisor may, however, informally consult with employees on an annual basis to acquire input into the formulation of employee salary schedules, fringe benefits, and conditions of employment which may be appropriate for the following year's work term.

### **1.54 POLITICAL ACTIVITY**

The Takini School Board recognizes and encourages the right of employees to be engaged in activities that exemplify good citizenship. However, employment in the school shall not be offered as a consideration for the support or defeat of any political party or candidate for public office (Tribal; local, Federal; State). Employees are prohibited from using any school property or work time to further political purposes of any kind.

Employees shall not have the right to engage in unorganized labor activities during the academic day, or when they are on school property, unless such activity is protected by and in conformity with federal law, including but not limited to the Indian Self-Determination Act and the Labor Management Relations Act. Unprotected or legally nonconforming behavior related to unorganized labor activities shall be the subject of disciplinary action up to and including dismissal.

### **1.55 NEWS RELEASES**

News releases to the press of a non-controversial nature and stories of general interest may be released through the office of the Administration. When any newsworthy event or other subject is to be released that might stir controversy in the community, it must be submitted to the President of the Takini School Board prior to release.

### **1.56 CONFLICT OF INTEREST**

Employees of the School shall be required to refrain from activities that conflict with the policies and procedures of the school, that may result in a conflict of interest, or that may interfere with job performance. No employee shall engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with her/his duties and responsibilities in the school system or engage in any type of private business during school time or on school property.

### **1.57 PUBLIC APPEARANCES**

Personnel making public appearances not on behalf of the Takini School Board or Superintendent shall take appropriate leave to do so. They should represent the school in a positive way. False allegations regarding the School, School officials or employees are libelous or slanderous and shall be grounds for disciplinary action, up to and including termination. This includes statements made on Social Media.

### **1.58 TUTORING PAY**

Teachers or other employees of the school shall be required to submit written documentation to the administration or designee for tutoring students. Additional pay and scheduling will be determined by the administration.

### **1.59 GIFTS AND SOLICITATION**

To avoid a conflict of interest, employees of the School may not accept money, gifts, or gratuities from persons who vend to or receive benefits or services under *Takini School's* programs. In recognition of

tradition, those gifts given as part of traditional custom are allowable. In recognition and support of local customs, those gifts given as part of community activities or in exercise of Lakota customs, e.g., funeral giveaways are allowed.

Employees will not sell, solicit for sale, or advertise for sale, merchandise, or services, or organize students for such purposes, without the approval of their respective supervisor.

### **1.60 NON-SCHOOL EMPLOYMENT**

Employees have a primary obligation to competently perform the job for which they were employed by the *Takini School*. *Takini School* recognizes the right of individuals to meet their overall economic needs, and school staff may perform work extending beyond their basic employment responsibilities at the *Takini School* as long as these activities do not interfere with or reduce the work performance of the employee at the School, do not result in dual compensation of the employee, and do not cause poor public relations for the School.

Before accepting a second job, employees must receive prior approval of the Superintendent. Approval by the Superintendent is subject to the following conditions: (1) that *Takini School's* work requirements including necessary overtime will take precedence over employee's other job; (2) employee's job performance will not be sacrificed; (3) the School is not responsible for injuries or sickness resulting from employment outside the School; and (4) employees cannot work in a business which is in direct competition with the School.

### **1.61 COMMUNITY INVOLVEMENT**

The creation of increased community involvement in support of the School's activities is important. Therefore, all employees of the School are expected to commit and provide their fair share of time and effort in supporting and helping at the School/community activities and functions that are sponsored by the School without an expectation of additional compensation. Community involvement and support is included as one of the primary criteria for employee performance evaluation, and employees will be required to identify specific activities that they will perform and/or assist with to enhance community involvement at the School to meet this evaluation criterion.

### **1.62 EMPLOYEE PROMOTION**

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

### **1.63 EMPLOYEE TRANSFER**

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

#### Voluntary:

Employees may request transfer of assignment from one department or job to another which may be granted when in the best interest of the employee and the school.

Personnel wishing to transfer to another position within the school shall notify the Superintendent of reasons for the request and the position to which transfer is desired. The Supervisor shall refer the request for transfer to the Superintendent who shall make the final decision.

#### Involuntary:

If an involuntary transfer is in the best interest of the school, the Superintendent will discuss the need for a transfer with the immediate supervisor of the person involved and provide the Takini School Board with



information concerning the need for a transfer. The Superintendent shall meet with the person(s) involved to discuss the reasons for a transfer and shall make final recommendations concerning the transfer. Noncompliance with the transfer request of the Takini School Board may result in loss of employment to person(s) involved. A transferring employee shall be paid at the salary, pay, or grade of the new position, whether more or less than the old position, but the Superintendent or lead administrator may consider maintaining the transferring employee's former salary, pay, or grade, but is not required to do so.

Transfers of support personnel shall be made in the best interest of the school and employee preference may be considered. The Superintendent may take into consideration the recommendation of the transferring employee's supervisor prior to transfer. If an employee is transferred to a vacant or soon-to-be vacant position, then the requirement for advertisement of that position is waived by the Takini School Board, and only the position being left vacant by the transferring employee shall be advertised, unless the former position is the subject of a Reduction-in-Force.

### **1.64 REDUCTIONS IN FORCE**

A reduction in force (RIF) is defined as a situation where staff reductions become necessary because of one of the following: (1) a position no longer serves the mission or purpose of *Takini School*; (2) reductions in funding sources have occurred; or (3) budget shortfalls have occurred or are reasonably projected.

The Takini School Board may lay-off an employee or may reduce an employee's hours if a RIF is determined to be necessary. The Takini School Board, whenever possible, will provide as much advance notice as possible to potentially-affected employees. The Takini School Board shall notify all personnel in writing as to their job status in any RIF's action by the Takini School Board.

An employee laid off due to a RIF's action may be given priority in hiring for job vacancies for which they are qualified. This priority for rehiring shall end, in all cases, at the end of the school year in which the employee was rified. The position offered may be at a lesser salary than the former salary of the Riffed employee, under conditions which are less than the former position of the Riffed employee, or may be a position for which the Riffed employee would normally consider himself or herself to be over-qualified. If a Riffed employee is offered a position, and that Riffed employee rejects it or fails to accept it within five (5) days, then *Takini School* shall not give the Riffed employee priority consideration for any further positions and obligations of *Takini School* under this policy shall cease. This preference for rehiring shall also end when a Riffed employee accepts employment with *Takini School* or any other employer. All personnel must keep the Superintendent informed of their current mailing address in order for them to be eligible for employment.

In the event that RIF becomes necessary, the employee contract with *Takini School* is considered to be lawfully terminated pursuant to the terms of the employee's contract. Employees who are laid-off or dismissed as a result of RIF shall not have access to the grievance system for employees.

### **1.65 PERSONNEL RESIGNATION**

Any at-will, non-contract employee may resign at any time with consent of the Takini School Board. Support personnel wishing to voluntarily resign from their position shall give written notice of separation to the Superintendent fourteen (14) calendar days prior to leaving their employment.

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

Once an employee has signed a contract, the employee may not terminate or cancel his/her contract, unless the Takini School Board has given its consent. In cases where an employee has breached his/her contract by departing during the contract year, terminating or canceling the contract without the Takini School Board consent, the Takini School Board may consider legal action. The Takini School Board may levy five (5) percent on the financial value of the entire current contract of the certified employee as liquidated damages or as a retroactive salary adjustment, which represents a fair estimation of damages suffered by the School to replace to employee, not including any other damages that may be suffered by the School for which the School may seek legal redress. This amount may be deducted from any remaining salary due and owing to the employee.

### **1.66 RE-EMPLOYMENT**

The Takini School Board will, whenever possible, notify an employee up for contract renewal or non-renewal for the following year by the first Monday in April. Failure of the Takini School Board to do so does not constitute an expressed or implied promise to renew the contract for the following year.

The employee must notify the Takini School Board in writing whether s/he accepts or rejects the re-employment offer within Ten (10) calendar days following the date of notification. Failure to provide the Takini School Board with such notification, writing new terms into the contract, or signing a contract under protest, shall constitute a rejection of the contract offer and shall mean that the employee is no longer entitled to the requirements of the RIF's policy of this manual. Signing an offered contract constitutes proper notice of acceptance, but the contract shall not be deemed executed until it has been signed by a representative of the Takini School Board.

The contract employee's supervisor is responsible for recommending contract renewal or non-renewal of teachers to the Superintendent for Takini School Board approval on or before April 1. If an employee was subject to a lay-off, rehiring shall be carried out on the basis of the RIF's policy.

### **1.67 PERSONNEL TIME SCHEDULE**

The Takini School Board requires employees to report to work punctually as scheduled and to work all scheduled hours.

It is the responsibility of the supervisor to keep an accurate record of employee time and attendance and to discuss with the employee any difficulties that they may have in this area.

The regular daily time schedule for personnel shall be a minimum of eight (8) hours per day, unless otherwise indicated by the Superintendent, in consultation with the Supervisor forty (40) hours constitutes a regular work week. All full-time support personnel are expected to work 40 hours per week, on a schedule set by their supervisor. Supervisors may implement varying time schedules for support personnel based on the needs of the School after consulting with the employee and the Superintendent.

Support personnel are not to have their own children, family members, friends or significant others at their duty station during the regular work day, unless authorized by the supervisor. This includes children not of school age and school-age children.

### **1.68 PERSONNEL WORKLOAD**

Workload of personnel shall be determined after consultation between the supervisor, Superintendent, and Takini School Board commensurate with needs of the school.

## **1.69 EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURES**

A grievance is defined as a complaint of an employee concerning interpretation or application of a work-related policy, rule or regulation by supervisors or fellow employees.

Grievance procedures are to be available to the employee until exhausted under the policies and procedures of *Takini School*, if timely filed. Any information concerning an employee grievance is to be held in strict confidence by *Takini School* administration, staff and the grieving employee. All written communications regarding any employee grievances shall be maintained in the employee's personnel file.

Employees shall attempt to attempt to informally resolve their complaints prior to filing a formal grievance, and these grievance procedures shall be the exclusive remedy for personnel grievances. This may be accomplished by contacting the employee's immediate supervisor or if the supervisor is the subject of the complaint, then contacting the next supervisor in line. This process shall continue until the grievance is received by the Takini School Board (the Takini School Board shall be considered to be the supervisor of the Superintendent).

At each level, the complaint will be heard and attempted to be resolved to the employee's satisfaction. If the employee is not satisfied with the informal resolution, then the employee must file a formal grievance with the Personnel Records office of *Takini School*. The formal grievance must be received by the Personnel Record office within five (5) calendar days of the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures of *Takini School*.

This five (5) calendar day limitation includes the informal counseling period, so employees are reminded to file within five (5) days, even if informal counseling is still continuing. The five (5) calendar day limitation is counted beginning the day after the alleged incident giving rise to the complaint.

## **1.70 GRIEVANCE COMMITTEE**

Any regular full-time and regular part-time employee of *Takini School* who has timely filed a formal grievance with the Personnel Record of *Takini School* may request a hearing by the Grievance Committee, or may request that the Grievance Committee make a decision based upon the personnel record of the employee, the personnel record of the alleged subject of the complaint, and written statements of the grieving employee, including the alleged subject of the complaint and any other written document requested by the Grievance Committee. The written statements shall be submitted within Five (5) calendar days of the date of filing the grievance.

If a hearing is requested by the grieving employee, the employee shall request the hearing in writing, or by ~~so~~ indicating on a grievance form supplied by *Takini School*. A hearing shall be granted and held within thirty (30) calendar days of the date of filing the grievance, unless the Grievance Committee states good cause for postponing the hearing.

The members of the Grievance Committee shall be:

1. The Superintendent or his/her designee, unless the Superintendent is the subject of the grievance, in which case another administrator shall be appointed.
2. An employee who is not in the same department as the grieving employee.
3. A teacher who does not teach the same grade as the grieving employee.

At the hearing, the grieving employee may be accompanied by one personal representative or by an attorney of her/his choosing. The grieving employee has the right to put on evidence and testimony, cross-examine witnesses, and provide supporting documentation. The rules of evidence and procedure

shall not apply, though any evidence provided should be relevant to the grievance. The Grievance Committee shall require that the hearing be conducted in an orderly fashion, with decorum and respect, and that the hearing be fair and impartial. The Grievance Committee may limit each party to three (3) hours to present their case. A tape recording or transcript of the hearing shall be taken and maintained by the Personnel Office. *Takini School* may be represented by its attorney or by its Superintendent, or the Superintendent's designee.

The Grievance Committee will issue a written decision, which must be provided to the grieving employee within three (3) business days at the completion of the hearing. The Grievance Committee is not authorized to award monetary compensation, including back-pay, lost wages, or lost benefits.

### **1.71 APPEAL COMMITTEE**

If an employee is dissatisfied with the decision of the Grievance Committee, the grieving employee may appeal to the Appeal Committee. The appeal must file with the School or Administrator's Office within five (5) calendar days of the date of the decision of the Grievance Committee. If the employee fails to timely file, her/his appeal shall be dismissed.

The Appeal Committee shall be composed of two members of the Takini School Board and one community member who are annually appointed by the President of the Takini School Board who will serve a one year term. The Appeal Committee shall be appointed at the beginning of each new academic year by the Takini School Board. The Appeal Committee shall meet once monthly as needed to hear employee's grievances. Once selected, the Appeal Committee shall set a date upon which these meetings will be consistently held, e.g., the third Wednesday of every month. However, in the event of a conflict with the scheduled date, the Appeal Committee shall notify the appealing employees scheduled to have their appeal heard and reschedule the meeting within a reasonable time.

An employee's appeal shall be heard within thirty-five (35) days of the date of filing of the appeal by the appealing employee, unless the Appeal Committee states good cause for an extension of time within which to hold the hearing.

The Appeal Committee shall not hear any new evidence or receive any new documents, but must make its decision based upon the record established by the Grievance Committee, including, but not limited to a transcript or tape of the Grievance Committee proceedings, and all of the files and documents considered by the Grievance Committee.

The appealing employee may be represented by a personal representative or an attorney of her/his choosing. The employee must argue that the decision of the Grievance Committee was legally or procedurally flawed, and not argue or present new evidence. *Takini School* shall be represented by its attorney.

The appealing employee may request that a decision be made by the Appeal Committee on the Grievance Committed record, without an oral hearing. If a hearing is requested, and the appellant fails to appear, the appeal shall be dismissed with prejudice and the decision of the Grievance Committee becomes the final decision of the Appeal Committee.

The Appeal Committee may issue an oral decision at the end of the appeal hearing, or it may choose to issue a written decision, which must be provided to the appealing employee within five (5) calendar days of the end of the hearing. The decision of the Appeal Committee shall constitute a final decision of *Takini School*, and no further appeals to the full Takini School Board shall be available.

### **1.72 PERSONNEL DISCIPLINE**

The Takini School Board understands the value of progressive discipline in which employees are provided with notice of deficiencies and an opportunity to improve. The progressive discipline procedures may be applied to an employee who is experiencing a series of problems involving job performance and/or behavior. The Takini School Board reserves the right to ignore the progressive discipline procedures and immediately go to more serious discipline if the Takini School Board determines such discipline is warranted.

### **1.73 SUPERVISOR RESPONSIBILITY FOR ADMINISTRATION OF EMPLOYEE DISCIPLINE**

The immediate supervisor of an employee is responsible for ensuring that each employee conducts duties and responsibilities in accordance with the personnel policies and procedures of *Takini School*. The immediate supervisor is responsible for administering and enforcing all disciplinary actions in the event that employee conduct and/or performance violates any of the personnel policies and procedures, code of ethics, or failure of the employee to competently perform their job responsibilities.

### **1.74 EMPLOYEE CODE OF PROFESSIONAL ETHICS**

All teachers and teacher's aides are expected to conduct duties and responsibilities in accordance to the Code of Professional Ethics, which is included in **APPENDIX A** portion of this Personnel Policies and Procedures Handbook. Failure of any teacher or teacher's aide to conduct duties and responsibilities in accordance with the Code of Professional Ethics may result in disciplinary action appropriate to any specific violation of these items, in accordance with disciplinary policies and procedures incorporated into this manual.

### **1.75 AUTHORITY FOR EMPLOYEE SUSPENSION AND DISMISSAL**

An employee's immediate supervisor is responsible for recommending formal disciplinary action for suspension without pay or dismissal of an employee to the Takini School Board. Only the Takini School Board has the authority to suspend an employee without pay, and only the Takini School Board has the authority to terminate an employee of *Takini School*.

### **1.76 EMPLOYEE SUSPENSION AND DISMISSAL PROCEDURES**

In the event that an employee's immediate supervisor recommends to the Superintendent or Takini School Board that an employee under their supervision be suspended or terminated from employment, the supervisor shall be required to review this recommendation with the employee, and document in writing to the Superintendent or Takini School Board (with a copy to the employee) of the time, date, and description of the conduct of the employee that is the basis of the recommendation for suspension and/or termination of employment, previous remedies that have been implemented to improve the performance and/or conduct of the employee, and the recommended action to be taken.

A representative of the Superintendent or Takini School Board may meet with the employee and their immediate supervisor prior to approval of any action to suspend or recommend the termination of the employee to the Takini School Board or Superintendent. The Takini School Board or Superintendent will advise the employee and the employee's immediate supervisor of the action taken, in writing, on the same day that the action is taken, unless the employee is unavailable.

All written communications regarding any employee suspension and dismissal procedures shall be maintained in the employee's personnel file.

## **1.77 EMPLOYEE SERIOUS MISCONDUCT**

The Takini School Board or the Superintendent has the authority to immediately suspend and recommend the termination of an employee of the School for instances of serious misconduct, which is defined as, but not limited to, any act resulting in damage to academic personnel, students, or property, or actions by an employee which impact upon the financial integrity or community reputation of *Takini School*.

## **1.78 DISCIPLINARY ACTION**

Disciplinary action may result from, but is not limited to, the following employee behavior:

- (1) Failure to competently and consistently perform duties that are the responsibility of the employee;
- (2) Theft, embezzlement, or willful misuse of school funding, property, or other school resources;
- (3) Failure to follow established employee grievance procedures;
- (4) Falsification of records or information about an employee, including one's self, school funding, students, or staff;
- (5) Destroying school property;
- (6) Conviction of or pleading guilty to a felony;
- (7) Missing one (1) day of work without personally contacting his/her supervisor;
- (8) Chronic absenteeism, tardiness, or early departure from work;
- (9) Use of alcohol or other illegal drugs while on duty, or being under the influence of or having the use of alcohol or other illegal drugs while on duty which affects the safety and quality of services to students;
- (10) Sale or distribution to or consumption of illegal substances with students;
- (11) Sale, distribution, or consumption of alcohol with students who are not legally allowed to consume alcohol because of jurisdiction or age;
- (12) Concealing, removing, mutilating, obliterating, or destroying any school records or documents without expressed approval by appropriate authorities;
- (13) Violation of conditions of the employee contract between the employee and *Takini School*, which includes failure to follow established policies and procedures;
- (14) Lying or misrepresentation by an employee which has a negative impact on the administration of the School or the academic performance of the students;
- (15) Threatening or causing physical injury to students or personnel of the school;
- (16) Involvement with students ethically or morally prohibited by professional or community standards;
- (17) Insubordination;
- (18) Non-compliance with the Code of Ethics;
- (19) Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons;
- (20) Sexual harassment.

The above listed actions may be classified as serious misconduct if it is felt by the Superintendent or Takini School Board that the actions were sufficiently egregious.

## **1.79 PERSONNEL DISCIPLINARY PROCEDURES**

The immediate supervisor of the employee may utilize the following procedure, unless violation involves serious misconduct or the school administration determines it is in the school's best interest to circumvent these procedures, if an employee violates a policy:

Step 1:

- a. Meet with the employee to discuss the matter.

- b. Inform the employee of the nature of the problem and the action necessary to correct it.
- c. Written Documentation that a verbal reprimand has occurred shall be maintained by the supervisor, and a copy to the Superintendent.

Step 2:

- a. If the situation does not improve, have another meeting with the employee to discuss the matter.
- b. Issue a written reprimand to the employee that shall include the reason(s) for the action, the expected improvement and a timeline for improvement.
- c. The supervisor shall warn the employee that a third incident may result in their termination.
- d. A copy of the written reprimand shall be filed in the employee's personnel file.

Step 3:

- a. Hold a third meeting with the employee to discuss the matter.
- b. Recommend termination of the employee's contract to the Takini School Board.
- c. Provide all written documentation concerning the employee to the Takini School Board Takini School Board.
- d. Upon approval by the Takini School Board, the Superintendent shall issue a letter of termination to the employee
  - e. A copy of the termination letter shall be filed in the employee's personnel folder.
  - f. Written notification shall be made by the Takini School Board to the employee and will include the reason(s) for the disciplinary action, advise the employee of his/her rights to timely file a grievance under the *Takini School's* grievance procedures

Three or more written reprimands in an employee's personnel folder may be grounds for immediate termination.

The Employee Assistance Program may be utilized during any step of the disciplinary procedures to correct the problem(s).

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

An employee's record will be cleared of disciplinary violations if the employee works a full year without further action being instituted under this policy.

Employee dismissal may be appealed only by full-time employees through the employee grievance procedures.

### **1.80 EMPLOYEE ASSISTANCE PLAN OPTIONS (EAP)**

Depending upon available funding, the Takini School Board, with the immediate supervisor's approval, may consider alternatives to employee suspension and dismissal based upon an employee's request to complete an approved alcohol or other addiction treatment program, or other employee support program (i.e., counseling) that has been identifying as contributing directly to the employee's inability to competently perform their work responsibilities, within the following limitations:

- (1) The employee's reason for consideration of dismissal is not a result of any act that

- constitutes child abuse;
- (2) The employee's reason for consideration of dismissal is not a result of any act that resulted in the physical injury or endangered the safety of students, staff, administrators, or other community members;
  - (3) The employee's reason for consideration of dismissal did not significantly disrupt the operation of the school, the provision of services to students, or severely impair the ability of other school staff to perform their work responsibilities;
  - (4) The employee's reason for consideration of dismissal did not result in a conviction of a felony.

### **1.81 EMPLOYMENT ASSISTANCE REQUIREMENTS**

In addition to the limitations previously described, the following requirements and limitations for participation in any Employee Assistance activities are established:

- (1) The employee must request consideration of this alternative to dismissal in writing to the Takini School Board, through their immediate supervisor, prior to dismissal action being completed;
- (2) The employee must identify the treatment program or other support assistance that they will complete as an alternative to dismissal, for review by the Takini School Board and the immediate supervisor. The Takini School Board reserves the right to recommend a different type of Employee Assistance Plan requirement as an option for the employee.
- (3) The employee must complete any Employee Assistance Plan that is approved by the Takini School Board prior to consideration of continued employment. In consideration of continued employment, the Takini School Board reserves the right to require the Employee Assistance Plan service provider to submit in writing an assessment of the employee's completion of the service or treatment program, and recommendations for any aftercare or services that they would recommend. The Takini School Board may require aftercare or services as additional requirements for consideration of continued employment.
- (4) The Takini School Board shall provide no financial support for nor approve any leave for any employee who uses the Employee Assistance option for continued employment as an alternative to employee dismissal.
- (5) The Takini School Board may reinstate an employee who completes all requirements of their Employee Assistance Plan, and may also place the employee on probationary status as a requirement for continued employment.
- (6) The Employee Assistance option to employee dismissal may only be approved once for any employee of the school during their employment.

### **1.82 SEXUAL HARASSMENT**

The School will provide employees and students with a pleasant environment which encourages efficient, productive, and creative work. The Takini School Board recognizes that sexual harassment is illegal, unacceptable and will not be tolerated. Any employee or student will be subject to disciplinary action including possible termination of employee or expulsion of student for violation of this policy.

DEFINITION: Threatening or insinuating, either explicitly or implicitly, that a student's or employee's refusal to submit to sexual advances will adversely affect their employment, performance appraisal, compensation, advancement, assigned duties, condition of employment, career development or educational endeavors shall be considered sexual harassment. Other sexually harassing conduct in the school system is prohibited and includes:

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.

**RESPONSIBILITY:** Takini School Board members, employees, and students are responsible for maintaining a working and learning environment free from sexual harassment. In-service training will be provided for employees at the beginning of each school year to explain policy and law.

**PROCEDURES:** 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. The teacher or counselor shall immediately report the incident to the Superintendent. Employees shall report any incidents of sexual harassment to their immediate supervisor. If the employee's immediate supervisor is responsible for the harassment, the employee shall report the harassment to the supervisor of the employee's supervisor, or to the Superintendent. The supervisor is then responsible for reporting the information immediately to the Superintendent. The school cannot take appropriate action if it does not receive notice of allegations of sexual harassment.

If a full-time or part-time permanent 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. However, individuals who make good faith reports of sexual harassment shall be fully protected by the School.

### **1.83 TELEPHONES**

All incoming telephone calls will be answered and directed in a prompt, professional manner to project a positive image of the School and assure that customers and vendors are treated in a polite, satisfactory manner.

Although the receptionist is primarily responsible for answering the phones, everyone in the office who may be responsible for answering the phone should understand that answering the telephone correctly is a part of their job. They should be proficient in using the system, transferring calls, and taking messages correctly.

Employees should use a professional, considerate phone manner. Employees should treat the caller the way the employee would like to be treated. An employee should also be prompt in answering the telephone. Generally a phone call should be answered within three (3) rings.

When answering the telephone, or paging employees, an employee should speak clearly, concisely, and professionally. Callers should always be handled in a polite and courteous manner and should not be kept waiting. For example, before putting a caller on hold, the person answering the phone should politely ask the caller if they mind being put on hold. When the employee returns the employee should thank the caller for holding and ask them how you may direct their call. No one should wait on hold for more than forty (40) seconds.

All personnel are limited to local and administration-approved long distance calls. Calls to (900) numbers are prohibited under any circumstances and violation shall be grounds for termination.

## **1.84 DRUG POLICY STATEMENT**

The *Takini School* has a strong commitment to the health, safety and welfare of its students, employees and their families, and to the community. Statistics establish that the incidence of drug and alcohol abuse is increasing and that the effect is devastating to lives, the educational process and the community at large. *Takini School* is concerned that due to the potential for abuse among some employees, the safety of our students, employees and general public could be endangered. The *Takini School and Takini School Board* commitment to maintaining a safe, secure and drug and alcohol free workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by all employees. These are an effort to provide employee assistance to our employees for the sake of our school and its students.

### **POLICY**

It is the policy of the *Takini School* to provide a safe, secure and drug and alcohol free workplace by implementing a program to detect, treat and prevent the use and abuse of alcohol and drugs by all employees. The *Takini School* will comply with all federal, state, and tribal regulations to implement this program.

The contents of this policy shall be made available to each covered employee, and shall include, at a minimum, discussion of:

- (a) Definitions of language used in the manual.
- (b) The identity of the person designated by the *Takini School* to answer employee questions about the alcohol and drug-free program.
- (c) The categories of employees who are subject to the provisions of this policy.
- (d) Specific information concerning the behavior that is prohibited by this policy.
- (e) The specific circumstances under which a covered employee will be tested for prohibited alcohol and drugs under the provisions of this policy.
- (f) The procedures that will be used to test for the presence of alcohol and drugs, protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.
- (g) The requirement that a covered employee submit to alcohol and drug testing administered in accordance with this part.
- (h) A description of the kind of behavior that constitutes a refusal to take an alcohol or drug test and a statement that such a refusal constitutes a verified positive test result.
- (i) The consequences for a covered employee who has a verified positive test result or refuses to submit to a test under this part, including the mandatory requirements that

the covered employee be removed immediately from his or her safety sensitive function and be evaluated by a substance abuse professional.

(j) If the *Takini School and Takini School Board* implements elements of an alcohol and drug-free program that are in addition to this policy, the *Takini School Board* shall give each covered employee specific information concerning which provisions are mandated by this policy and which are not.

The Takini School Board shall provide written notice to every covered employee of the *Takini School's* alcohol and drug-free policies and procedures.

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

(a) Education: The education component shall include display and distribution to every covered employee informational material and a community service hot-line telephone number for employee assistance, if available.

(b) Training:

(1) Covered employees. Covered employees shall receive at least 60 minutes of training on the effects and consequences of prohibited alcohol and drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited alcohol and drug use.

(2) Supervisors who make reasonable suspicion determinations shall receive prior training on physical, behavioral, and performance indicators for reasonable suspicion and drug use. Training must be completed every two years.

(3) Transportation Manager, bus drivers, and all CDL holders must receive training annually on the physical, behavioral, and performance indicators for reasonable suspicion and drug use.

## DEFINITIONS

The following definitions apply to this manual:

Adulterated Specimen means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but at a concentration so high that it is not consistent with human urine.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol's including methyl or isopropyl alcohol.

Alcohol concentrations means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

Alcohol & Drug-free program means a program to detect and deter the use of prohibited drugs and alcohol as required by this part.

Alcohol confirmation test means a subsequent test using an EBT, following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.

Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Alcohol screening test means an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Canceled test means a test that has been declared invalid by a Medical Review Officer. It is neither a verified positive nor a verified negative test, and includes a specimen rejected for testing by a laboratory.

Collection container. A container into which the employee urinates to provide the urine sample used for a drug test.

Collection site. A place designated by the *Takini School* where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Confirmation (or confirmatory) test. In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical Superintendent from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation methods for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test, following a screening test with a Blood Alcohol Concentration (BAC) of 0.02 or greater that provides quantitative data of alcohol concentration.

Contractor means a person or organization that provides a service for *Takini School* consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident/incident in, in usual manner in daylight after simple repairs.

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

(2) Exclusions.

- (i) Damage which can be remedied temporarily at the scene of the accident/incident without special tools or parts.
- (ii) Tire disablement without other damage even if no spare tire is available.
- (iii) Headlamp or tail light damage.
- (iv) Damage to turn signals, horn, or windshield wiper, which makes them inoperative.

Employee. An individual, including all employees of *Takini School*, substitutes, temporary, volunteers, applicants for employment, or transferees. As used in this manual "employee" includes an applicant for employment. "Employee" and "individual" have the same thing meaning for purposes of this policy.

EBT (or evidential breath testing device). An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming to the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the *Takini School's* drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Performing (a safety-sensitive function) means an employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Prohibited drug means marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP).

Refuse to submit means that an employee fails to provide adequate breath for alcohol testing or a urine sample for drug testing without a valid medical explanation, or refuses to report to the collection site, after he or she has received notice of the requirement to be tested in accordance with the provisions of this part, or engages in conduct that clearly obstructs the testing process. A valid medical explanation must be supported by a statement from a licensed medical physician.

Safety-sensitive function means any of the following duties:

- (1) Operating a vehicle;
- (2) Operating a vehicle, when required to be operated by a holder of a Commercial Driver's License;
- (3) Controlling dispatch or movement of a vehicle;
- (4) Maintaining a vehicle or equipment used in service;
- (5) Carrying a firearm for security purposes; or
- (6) Performing a function, this potentially impacts the life, health, or safety of another person.

Screening test (or initial test). In drug testing, an immune-assay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Substance abuse professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of a clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Vehicle means a bus, van, or automobile.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use.

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

- (1) All employees of the *Takini School*.
- (2) Any part-time, substitute, temporary employee and volunteers of *Takini School* if said employee or volunteer participates in school functions for more than two (2) weeks or supervises students overnight.
- (3) Any applicant selected for employment at *Takini School*.

- (4) Casual or occasional driver, leased and independent drivers whether leased or directly employed by *Takini School*.
- (5) All Takini School Board members (annually).

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

The *Takini School* shall establish a program which provides for testing for prohibited alcohol and drug use in the following circumstances: pre-employment, post-accident, reasonable suspicion, random, return to duty/follow up and volunteer, as described in detail in the policy.

## PROHIBITIONS

### 1. On-duty use.

*The Takini School* shall prohibit an employee from using prohibited alcohol and drugs while performing safety-sensitive functions. A supervisor having actual knowledge that an employee is using prohibited alcohol and drugs while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions.

### 2. Pre-duty use.

- (a) General. *The Takini School* shall prohibit, whenever the school has actual knowledge, an employee from using prohibited alcohol and drugs prior to performing a safety sensitive function. A supervisor having actual knowledge that an employee has used prohibited alcohol and drugs prior to performing a safety sensitive function shall not permit the employee to perform or continue to perform safety sensitive functions.
- (b) On-call employees: *The Takini School* shall prohibit the use of alcohol and drugs for the specified on-call hours of each employee who is on-call. The procedure shall include:
  - (1) An on-call employee shall have the opportunity to acknowledge the use of alcohol or drugs at the time he or she is called to report to duty and the inability to perform his or her safety sensitive function.
  - (2) If the employee has acknowledged the use of alcohol or drugs, but claims ability to perform his or her safety sensitive function, s/he shall take an alcohol and/or drug test before performing a safety-sensitive function.
- (c) Use Following An Accident: No employee required to take an alcohol or drug test following an accident may use alcohol for eight hours following the accident or until the employee has undergone the post-accident test.

### 1. Pre-employment testing.

(a) The Takini School Board shall not hire an applicant to perform a safety sensitive function unless the applicant takes a drug test with a verified negative result administered under this policy.

- 1. A contract for employment shall be considered null and void in the event the selected individual has a verified positive test result. If an individual has been selected for employment, or offered employment, but the individual has not yet accepted such employment, the offer shall be considered as withdrawn immediately, and the selection shall be considered as canceled by *Takini School*.

(b) The Takini School Board shall not transfer an employee into a bus driving position until the employee takes a drug test with a verified negative result administered under this policy.

- (c) If an applicant or employee drug test is canceled, the *Takini School* shall require the employee or applicant to take another pre-employment drug test.
- (d) A refusal to submit to testing, failure to report to a collection site after being notified, or adulteration of urine specimen will be considered a positive result.

The *Takini School* shall be responsible for the drug testing costs contained in this section.

Only the Superintendent may authorize a pre-employment test.

Individuals who test under this section and have a verified positive test result shall not be permitted to retest or reapply for one year from the date of the positive pre-employment test.

## 2. Probable Cause Testing.

- (a) *Takini School* shall conduct testing when a supervisor has probable cause to believe that the employee has used prohibited alcohol or drugs.
- (b) The determination that probable cause exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations must be made by a supervisor who is trained in detecting the signs and symptoms of alcohol or drug use.
- (c) A refusal to submit to testing, or failure to report to a collection site after being notified, or adulteration of urine specimen will be considered a positive result.

Determinations may only be made during, just preceding or just after performance of job duties. Such testing should occur as soon as possible; alcohol: by two (2) hours or within eight (8) hours of the determination; controlled substance: within thirty-two (32) hours of the determination.

The *Takini School* shall be responsible for the alcohol and drug testing costs contained in this section.

## 3. Post-accident/incident testing.

- (1) Fatal accidents. As soon as possible following an accident/incident involving the loss of human life, the *Takini School* shall test each surviving employee operating a vehicle for the *Takini School* at the time of the accident/incident. The *Takini School* shall also test any other employee whose performance could have contributed to the accident/incident, as determined by the *Takini School* using the best information available at the time of the decision.
- (2) Nonfatal accidents/incidents. As soon as practicable following an accident not involving the loss of human life, in which the vehicle involved is a bus, van, or automobile, the *Takini School* shall test each employee operating the vehicle for the school at the time of the accident/incident unless the school determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident/incident.

The *Takini School* shall also test any other employee whose performance could have contributed to the accident/incident, as determined by the school using the best information available at the time of the decision.

- (a) The driver received a citation for a moving traffic violation arising from the accident/incident.
- (b) The *Takini School* shall ensure that an employee required to be tested under this section is tested as soon as practicable but within 32 hours to test for prohibited drugs and 8 hours for alcohol.
  - (i) If an alcohol test required is not administered within two hours following the accident/incident, the *Takini School* shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

- (ii) If an alcohol test required is not administered within 8 hours following the accident/incident, the *Takini School* shall cease attempts to administer an alcohol test and shall maintain the same record.

An employee who is subject to post-accident/incident testing who fails to remain readily available for such testing, including notifying an authorized representative of *Takini School* of his or her location if he or she leaves the scene of the accident/incident prior to submission of such test, may be deemed by the *Takini School* to have refused to submit to testing.

(c) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident/incident or to prohibit an employee from leaving the scene of an accident/incident for the period necessary to obtain assistance in responding to the accident/incident or to obtain necessary emergency medical care.

(d) A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result

*Takini School* will be responsible for the alcohol and drug testing costs contained in this section.

*Takini School* shall be responsible for alcohol and drug testing costs contained in this section.

#### 5. Return to duty testing.

The requirements of this section shall apply only to regular *Takini School* employees:

(a) Return to duty. The *Takini School* shall ensure that, before returning to duty to perform a safety-sensitive function, each employee who has refused to submit to a test or has a verified positive test result:

- (i) Has been evaluated by a substance abuse professional to determine whether the employee has properly followed the recommendations for action by the substance abuse professional, including participation in any rehabilitation program;
- (ii) Has taken a return to duty test with a verified negative result. If a test is canceled, the *Takini School* shall require the employee to take another return to duty test.
- (iii) A substance abuse professional may recommend that the employee be subject to a return to duty breath alcohol test with a result indicating a breath alcohol concentration of less than 0.02, to be conducted in accordance with these procedures.

(b) A refusal to submit to testing, or failure to report to a collection site after being notified, or adulteration of urine specimen will be considered a positive result.

The employee shall be responsible for alcohol and drug testing costs included in this section.

#### 6. Follow-up testing.

7. Pursuant to CRST Ordinance, *Takini School* Board members shall be tested annually at the annual meeting, upon election and prior to being seated and included in the regular pool. The requirements of this section shall apply only to regular *Takini School* employees and *Takini School* Board members

(a) Follow-up testing shall be conducted when the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

(b) Following a determination that an employee is in need of assistance in resolving problems associated with drug or alcohol use, the *Takini School* shall ensure that the employee is subject to unannounced follow-up testing as directed by a substance abuse professional in accordance with the provisions of this policy.



A refusal to submit to testing, or failure to report to a collection site after being notified, or adulteration of urine specimen will be considered a positive result.

Notification of employee selected for follow-up drug and/or alcohol selection will be made in accordance with the following procedure:

Follow-up notice of testing is received by the program manager.

Employee notification letter is prepared by the program manager and identifies where to report, date and time of reporting for testing.

Notification letter is delivered by the program manager.

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

Upon reporting to the collection site, the employee signs a notification letter verifying that they reported to the collection site.

The employee is responsible for alcohol and drug testing costs included in this section.

#### 7. Volunteer testing.

Any employee may voluntarily submit to alcohol or drug testing at any time, however, any volunteer must agree that all testing shall comply with all provisions of this policy that apply after submitting.

The employee shall be responsible for the alcohol and/or drug testing contained in this section. Testing shall be conducted in a manner to assure adherence to standards of confidentiality, privacy, accuracy, and reliability. The *Takini School* will establish a collection site and utilize an independent laboratory that conforms to all appropriate regulatory guidelines to ensure accuracy of tests.

Persons reporting to the collection site for testing will be informed of the proper procedures for providing a specimen.

#### Drug testing:

1. Urine shall be the required substance tested and will be collected under controlled circumstances.
2. Urine shall be divided into split specimens (2 collection containers) and each shall be labeled thoroughly to preserve identity.
3. Specimens are transported to a previously designated and approved testing lab.
4. Specimens undergo testing by an initial screening procedure which is followed by confirmation by (Gas chromatography/mass spectrometry GC/MS) testing, if necessary.
5. The urine is positive for a substance if the substance is present in an amount greater than the screening limits set by the laboratory.
6. A Medical Review Officer (MRO) will contact the donor if there is a positive result to verify the result.
7. The medical review officer gives the donor the option of testing the remaining split specimen at a lab of their choice and at their own expense.

#### Alcohol Testing:

1. Breath is tested for alcohol.
2. Test is conducted by a certified Breath Alcohol Technician (BAT).

3. Tests use an approved Evidential Breath Testing (EBT) device.
4. The initial test must give a BAC result of less than 0.02 or a retest (confirmation) test must be done following a 15 minute wait.
5. If the confirmation reveals a BAC of greater than 0.039, the employee is in violation of the policy.

The requirements of this section shall apply only to regular *Takini School* employees and Takini School Board members:

1. Action when an employee or Takini School Board member has a verified positive test result.
  - (a) As soon as practicable after receiving notice that an employee has a verified positive test result, or if an employee or Takini School Board member refuses to submit to a test, the *Takini School* shall require that an employee or Takini School Board member cease performing a safety-sensitive function.
    - (i) The employee shall be placed on leave status for the period of evaluation and rehabilitation. Such leave will be unpaid leave, an employee shall not delay participating in an assessment. Such assessments shall take place no later than one week after receiving notice of positive. If an employee does not participate in an assessment within the time-line, there must be a documented valid reason the employee has not participated in an assessment.
    - (ii) The Takini School Board member shall be suspended from conducting any Takini School Board function.
  - (b) Before allowing the employee to return to duty and resume performing a safety-sensitive function, the *Takini School* shall ensure that the employee meets the requirements of this policy for returning to duty, including taking a return to duty test with a verified negative result.

Before allowing a Takini School Board member to actively participate in *Takini School* functions, the *Takini School* shall ensure that the Takini School Board member meet the requirements of this policy for returning to active Takini School Board member status, including taking a return-to-duty test with a verified negative result.

- (c) Adulteration: Adulteration is the tampering of a urine specimen in an attempt to mask any drug that may be otherwise detected. The *Takini School* will now have all specimens tested for adulteration. If an employee's specimen is found to have been adulterated it will automatically be considered a positive test. However, an adulteration is considered pre-meditated actions to deceive the employer, therefore will be treated as a more severe violation of this policy than a positive test result. The consequences for adulteration will be immediate termination.
2. Referral, assessment, and treatment.
    - (a) An employee or Takini School Board member who has a verified positive test result or refuses to submit to a test under this policy shall be advised by the *Takini School* of the resources available to the employee or Takini School Board member in evaluating and resolving problems associated with prohibited alcohol or drug use, including the names, addresses, and telephone numbers of substances abuse professionals and counseling and treatment programs.
    - (b) The *Takini School* shall ensure that each employee or Takini School Board member who has a verified positive test result or refuses to take a test shall be evaluated by a substance abuse professional who shall determine whether the employee or Takini School Board member is in need of assistance in resolving problems associated with prohibited alcohol or drug use.

- (1) Assessment and rehabilitation may be provided by the *Takini School*, by a substance abuse professional under contract with the *Takini School*, or by a substance abuse professional not affiliated with the *Takini School*. The choice of substance abuse professional and assignment of costs shall be made in accordance with *Takini School*/employee Takini School Board member agreements and *Takini School* Board policies.
- (2) The *Takini School* shall ensure that a substance abuse professional who determines that an employee or Takini School Board member requires assistance in resolving problems with prohibited alcohol or drug use does not refer the employee or Takini School Board member to the substance abuse professional's private practice from which the substance abuse professional receives re-numeration or to a person or organization from which the substance abuse professional has a financial interest. This paragraph does not prohibit a substance abuse professional from referring an employee for assistance provided through:
  - (i) A public agency, such as a tribal, state, county, or municipality;
  - (ii) The *Takini School* or a person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of the *Takini School*.
  - (iii) The sole source of therapeutically appropriate treatment under the employee's or Takini School Board member's health insurance program; or
  - (iv) The sole source of therapeutically appropriate treatment reasonably accessible to the employee or Takini School Board member.

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

- (i) The *Takini School* shall ensure that, before returning to active Takini School Board member function, a Takini School Board member has complied with the referral and Assessment provisions of this policy and takes a return to duty test with a verified negative result.

### **3. Other alcohol-related conduct**

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

### **4. Termination**

An employee who refuses to participate in a rehabilitation referral, participates in the recommendations of the substance abuse professional or fails to successfully complete a required rehabilitation program will be terminated by the *Takini School*.

1. A Takini School Board member who refuses to participate in a rehabilitation referral, participate in the recommendations of the substance abuse professional or fails to successfully complete a required rehabilitation program will result in the Takini School Board member's seat on the *Takini School* Takini School Board being vacant.

An employee, who has a second positive test result, after a negative return to duty test, may be terminated by the *Takini School*.

1. A Takini School Board member who has a second positive test result, after a negative return to duty test, will result in the Takini School Board member's seat on the Takini School Board being vacant.

Action when a temporary, substitute, part-time or volunteer has a verified positive test result.

- (a) As soon as is practicable, after receiving notice that a temporary, substitute, part-time or volunteer has a verified positive test result, or refuses to submit to a test, the *Takini School* shall terminate such individual immediately from any further service to *Takini School*.
- (b) The temporary, substitute, part-time or volunteer shall not be permitted to provide services to the *Takini School* for one year from the date of the verified positive test result.

### **Substance Abuse Professional**

The *Takini School's* alcohol and drug-free program shall have available the services of a designated substance abuse professional who shall work directly with the *Takini School* EAP.

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

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

The substance abuse professional shall determine the frequency and duration of follow-up testing for an employee/ Takini School Board member.

Such employee/ Takini School Board member shall be required to take a minimum of six follow-up drug tests with verified negative results during the first 12 months after returning to duty. After that period of time, the substance abuse professional may recommend to the *Takini School* the frequency and duration of follow-up testing, provided that the follow-up testing period ends 60 months after the employee/ Takini School Board member returns to duty. In addition, follow-up testing may include testing for alcohol, as directed by the substance abuse professional, to be performed in accordance with this policy.

Any regular employee who has a grievance due to the application of this policy may utilize the grievance policy.

1. Retention of records.
  - (a) **General requirement.** The *Takini School* shall maintain records of its alcohol free program and shall be maintained in a secure location with controlled access.
  - (b) **Period of retention.** In determining compliance with the retention period requirement, each record shall be maintained for the specified period of time, measured from the date of the document's or data's creation.

The *Takini School* shall maintain the records in accordance with the appropriate regulatory requirements.

## **2. Access to facilities and records.**

- (a) Except as required by law, or expressly authorized or required in this section, the *Takini School* may not release information pertaining to an employee that is contained in records required to be maintained.
- (b) Any and all documents pertaining to an employee or school Takini School Board member's alcohol and/or drug tests are property of *Takini School* and shall not be made available to anyone other than designated employees of *Takini School*.
- (c) Any individual may make a written request to be tested for alcohol and drugs upon payment by money order at time of collection.
- (d) The *Takini School* shall permit access to all facilities utilized in complying with the requirements of this policy to any agency with regulatory authority over the *Takini School* or any of its employees.
- (e) The *Takini School* shall disclose data without identifying names of employees for its drug and alcohol testing program and any other information pertaining to the *Takini School's* drug and alcohol free program required to be maintained by appropriate regulatory requirements, when requested by any agency with regulatory authority over the *Takini School* or employee.
- (f) Records shall be made available to a subsequent employer upon receipt of a written request from the employee. Subsequent disclosure by the *Takini School* is permitted only as expressly authorized by the terms of the employee's request.
- (g) The *Takini School* may disclose information required to be maintained under this policy pertaining to an employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of a alcohol test administered under this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)
- (h) The *Takini School* shall release information regarding an employee's record as directed by the specific, written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.
- (i) *Takini School* Alcohol and Drug Testing Program shall collect alcohol and drug specimens on *Takini School* employees and school Takini School Board members and those organizations that have a Memorandum of Agreement (MOA) with *Takini School* for such services.

## **1.85 TESTING PROGRAM**

The objective of the testing program is to enable school personnel to do a more effective job in planning for and educating the children of *Takini School* and shall be coordinated by the Superintendent or his/her designee, taking into consideration cultural norms.

## **1.86 EVALUATION OF INSTRUCTIONAL PROGRAMS**

Professional accountability for student performance and progress is a shared responsibility of teachers, administrators, and the Takini School Board. Individual progress and instructional efforts shall be systematically evaluated on a yearly basis.

The purpose of evaluation of instruction shall be:

1. To indicate instructional strengths and weaknesses,
2. To provide information needed for advance planning,
3. To provide data for public information,
4. To demonstrate relationship between outcomes and school system's stated goals,
5. To check suitability of instructional program in terms of community requirements,
6. To utilize evaluation information to correct weaknesses and build strengths in the system.

This evaluation shall include a needs assessment as required by 25 C.F.R. § 36.12 and 36.50.

The professional staff and Takini School Board shall provide continuous evaluation of the educational program and instructional processes. A final report shall be submitted to the Takini School Board. Any suggested changes would require approval by the Takini School Board.

### **1.87 TEACHING METHODS**

The Takini School Board requires the best teaching strategies be used to bring about learning at the school. Instructional staff shall be aware of innovative instructional methods, ideas, and practices developed in school systems throughout the nation and apply those which have the potential for improving the learning at the school.

### **1.88 TEACHING CONTROVERSIAL ISSUES**

Free inquiry in a democratic society requires controversial issues arising in the classroom be handled as a regular aspect of instruction and learning in such a way as to not inhibit dignity, personality, or intellectual integrity of either the teacher or the student.

Controversial issues provide stimulation to learning by creating intellectual excitement and are thus an important part of the classroom environment. Teachers only serve as a facilitator and shall not discuss their personal preference.

Controversial issues shall be presented in a fair and unbiased manner and teachers should consult with the Superintendent when planning to discuss controversial issues with students.

### **1.89 LESSON PLANS**

Teachers shall prepare lesson plans and provide the Principal with a copy of their weekly lesson plans by the end of the day on the Friday preceding each week when they will be implemented. The Principal shall monitor teacher lesson plans to ensure the daily instructional objectives are referenced to the basic curriculum content, objectives, and competency.

### **1.90 SCHOOL ADVISORY TEAM**

The Advisory Team to the school administration concerning curriculum, assessment, parental involvement, Comprehensive School Reform Plan development and monitoring, school policy/procedures, and professional development planning. The team will consist of the Superintendent, Principal(s), and one certified teacher and parent representative from the K-2 Tiospaye, 3-5 Tiospaye, 6-8 Tiospaye, and 9-12 Tiospaye. The Native Star will be the Team's reporting to assist structurally to create a turnaround school. This assists with the Comprehensive School Plan in keeping timelines to measure growth and accountability.

## APPENDIX A

### South Dakota Code of Professional Ethics for Teachers Professional Practices and Standards Commission Chapter 24:08:03 Code of Professional Ethics:

#### Section:

**24:08:03:01** Obligations to Student, in fulfilling their obligations to the students, educators shall act as follows:

1. Not, without just cause, restrain students from independent action in their pursuit of learning;
2. Not, without just cause, deny to the students access to varying points of view in the classroom
3. Present subject matter for which they bear responsibility without deliberate suppression or distortion;
4. Make a reasonable effort to maintain discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, physical and emotional well-being, health, and safety
5. Conduct professional business in such a way that they do not expose the students to unnecessary intimidation, embarrassment, or disparagement;
6. Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping condition, national origin, or ethnic background;
7. Maintain professional relationships with students without exploitation of a student for personal gain or advantage;
8. Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
9. Maintain professional relationships with students in a manner which is free of vindictiveness, recrimination, and harassment.

**24:08:03:02** Obligations to the public. In fulfilling their obligations to the public, educators shall act as follows:

1. Take precautions to distinguish between their personal views and those of the local school district or governing body;
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 exploit the local school district or governing body for public or personal gain;

5. Not exploit the local school district or governing body to promote political candidates or partisan political activities;
6. Neither accept nor offer any gratuities, gifts, services, or things of value that impair professional judgment, offer special advantage, or provide personal benefit;
7. Engage in no act that results in a conviction;
8. Commit no act of moral turpitude or gross immorality; and
9. Not misuse or abuse school equipment or property.

**24:08:03:03** Obligations to the profession. In fulfilling their obligations to the profession, educators shall act as follows:

1. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
2. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purposes;
3. Discuss professional matters concerning colleagues in a professional manner;
4. Accept a position or responsibility only on the basis of professional preparation and legal qualifications;
5. Adhere to the terms of a contract or appointment unless the contract has been altered without the consent of the affected parties, except as provided by law, legally terminated, or legally voided;
6. Use sound professional judgment in delegating professional responsibilities to others;
7. Not interfere with the free participation of colleagues in the affairs of their associations;
8. Not use coercive or threatening means in order to influence professional decisions of colleagues;
9. Not knowingly misrepresent their professional qualifications;
10. Not knowingly distort evaluation of colleagues;
11. Not criticize a colleague before students, except as unavoidably related to an administrative or judicial proceeding;
12. Cooperate with authorities and the commissions regarding violations of the codes of ethics of the South Dakota Professional Teachers Practices and Standards Commission and the Professional Administrators Practices and Standards Commission;
13. Perform duties in accordance with local, state, and federal rules and laws.



## **Internet Acceptable Use Policy Agreement:**

Students, Faculty, Staff and administrators at Takini School have access to the Internet. Internet access will help promote educational excellence in schools by facilitating student research, resource sharing, searching and technology techniques and utilization, and internal and external communication. The internet is an electronic network of computer networks connecting millions of computers and hundreds of millions of people all over the world. The following services are available to our students, faculty, staff and administrators.

1. Electronic mail (email)
2. World Wide Web Access

Takini School has taken precautions to restrict access to conversational materials. However, it is impossible to control all materials and block materials that may be inappropriate for school use. Takini School believes that valuable information and communications accessible through the Internet far outweighs the possibility that users may come to access inappropriate information. The following guidelines are provided as a framework for proper Internet use in Takini School. Any violation of any of the provisions stated here may cause the Takini School Administration to terminate or restrict the users account and access may be permanently denied. The signature(s) on this document is (are) legally binding and indicates the party (parties) who signed has (have) read and understand the terms and conditions herein.

Internet: Terms and Conditions of Use:

**1. Privileges**-The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of this privilege.

**2. Acceptable Use**-The use of the Internet privileges must be in support of education and research and consistent with the educational objectives of the Takini School. Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to: copyrighted material; threatening, harassing or obscene email, social media or material; or material protected by trade secrets or other laws.

**3. 1. Network Etiquette**-You are expected to follow generally accepted rules of Internet etiquette. General rules include (but are not limited) to the following:

2. Do not reveal your personal address or phone numbers of students or colleagues.
3. Do not give out your password to anyone.
4. Use appropriate language. Remember that the Internet is not private and anything you say may be resentful and reposted.
5. Do not participate in illegal activities.
6. Be polite in all your writing. Remember that words are easily misunderstood.
7. Email is private. System operators and authorities have access to all communications.
8. Do not forward other emails without their express permission.
9. Use your email and web privileges for the benefit of your education and

the mission of Takini School only.

**4. Takini School** makes no direct or implied warranties for any of the services it may provide. Takini School will not be responsible for any damages suffered directly or indirectly by the user. This will include access or lack of access to email, material, or data and/or loss of service or electronic data and communications.

**5. Security**-Security is of vital importance to Takini School. We will do everything in our power to make sure that the network is secure. Since technology and humans are not perfect, lapses in security may occur; Takini School is in no way responsible for this and shall be held harmless.

**6. Vandalism**-Vandalism will not be tolerated and is a reason for immediate suspension of privileges.