

St. Francis Indian School

Personnel Policies



2019-2020

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St. Francis Indian School
Personnel Policies
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PART I – INTRODUCTION

CHAPTER 1 – PERTINENT DEFINITIONS

SECTION 1 – ABBREVIATIONS:

BIE:	Bureau of Indian Education
P&P:	Policies & Procedures
RST:	Rosebud Sioux Tribe
S.D.:	State of South Dakota
SFIS:	St. Francis Indian School
SOH Inc.:	Sicangu Oyate Ho, Inc.
SUPT.:	Superintendent/CEO of SFIS

SECTION 2 – DEFINITIONS:

1. **BOARD:** The Board of Directors of SOH, Inc. which serves as the Board of Education for SFIS.
2. **EMPLOYEES (STAFF):** Individuals employed by SFIS in the following categories: administrator, classified, certified, seasonal and temporary.
STAFF include
 - a. **CLASSIFIED:** Does not work in a classroom or directly with students; (i.e. custodial, kitchen, bus driver.
 - b. **CERTIFIED:** Person holding a teaching license who has the legal authority to teach or perform other duties;
 - c. **SEASONAL:** Hired during certain times of the year, not to exceed 30 calendar days of employment.
 - d. **TEMPORARY:** Hired for a period not to exceed 90 calendar days.
 - e. **ADMINISTRATOR(s):** Anyone who administers the school's day-to-day operation and who in charge of their respective area.
3. **EMPLOYER:** SOH, Inc. or SFIS
4. **IMMEDIATE FAMILY:** Parents, brothers, sisters, children, grandchildren, spouse and spouse's parents, brothers and sisters of an SFIS staff member or SOH, Inc. board member.
5. **SCHOOL:** FACE through 12th grade at SFIS. Includes:
 - a. **FACE or Elementary School:** Kindergarten to 5th grade;
 - b. **Junior High or Middle School:** 6th and 8thgrades;
 - c. **High School or Secondary School** 9th to 12thgrade.

CHAPTER 2 – AUTHORITY

SECTION 1 – BOARD:

The Board has general management authority, including providing direction and management of SFIS, as well as control and care of all property belonging to SFIS. The Board may borrow money, employ any necessary personnel, lease real and personal property, carry liability and other insurance, or in lieu of insurance, make other arrangements. The Board can enter into agreements with others, purchase all necessary books and equipment, purchase real property and erect necessary buildings for the operation of the School.

The Board when acting as a whole has the authority to take official action. Individual Board members do not have the authority to speak or act on behalf of the Board, in absence of a vote delegating the individual Board member to have such authority.

The Board delegates its executive powers to the Superintendent/CEO to manage SFIS. The Board will rely on the Superintendent/CEO to make certain recommendations regarding management, and overall operations of SFIS.

SECTION 2 – GOVERNING LAW:

South Dakota Law has no application to the internal operations of SFIS. *See Sage v Sicangu Oyate Ho. Inc.*, 473 N.W.2d 480 (S.D. 1991); *Stathis v. Marty Indian School*, 2019 S.D. 33, N.W.3rd. Any mention of South Dakota State Laws is done as a guide only, and shall not be construed as a waiver of tribal sovereignty nor is it intended that any parties covered under these policies and procedures submit or recognize the jurisdiction of the State of South Dakota over SFIS, for any purpose whatsoever. The governing laws followed by SFIS are Federal and Tribal Laws.

SECTION 3 – CONFLICT OF INTEREST:

Staff members who have students enrolled at SFIS cannot be considered as a candidate for the School Board

SECTION 4 – SUPERVISION:

Each employee will be under the management and supervision of an Administrator, Supervisor, Principal or the Superintendent/CEO (or his or her designee)-

SECTION 5 – CHAIN OF COMMAND AND SUPERVISION:

The Chain Of Command (see Appendix A for Chain Of Command and Supervision Chart) existences for management, supervision, reporting and evaluation purposes. It is imperative all SFIS employees understand and follow the flowchart of the Chain Of Command. The flow of interactions between employee and supervisor is made clear and understanding when it comes down to a mediation or grievance process. It is also important to state that should an employee deviate from the Chain Of Command by going directly to a School Board Member or to a Rosebud Sioux Tribal Council Representative or Tribal Council Committee or Tribal Council seeking their intervention or remedy, that employee forfeits their right to go through the grievance process as written in these policies and procedures. The Chain Of Command frames the Due Process procedures and purposes and violating it causes that employee to be outside the protection offered by the Chain of Command.

PART II – PERSONNEL MANAGEMENT

CHAPTER 1 – MANAGEMENT ROLES

SECTION 1 – SUPERVISOR:

Generally, a supervisor shall oversee the work of staff, ensure that staff is complying with their job requirements (as set forth in their job descriptions) and these policies and procedures. Supervisors may perform other work as requested and/or required.

SECTION 2 – NEPOTISM:

No staff member shall be a direct supervisor of any member of his/her immediate family. “Immediate family” means parents, brothers or sisters, children, spouse, grandchildren or someone who is an immediate family relative because of marriage referred to as in-law. No board member shall make any decisions regarding an immediate family member.

CHAPTER 2 – EMPLOYEE STATUS

SECTION 1 – POSTING VACANCIES:

Vacancies for permanent positions and supplemental contracts shall be advertised for ten (10) working days or until filled, on KINI or KOYA. The Board, in its sole discretion, may authorize the posting of vacancies in other publications or in other public areas.

SECTION 2 – TEMPORARY REPLACEMENTS:

Any advertisement of less than sixty (60) school days left at school year's end or remaining on any employment contract, the Superintendent/CEO, upon recommendation of Administrator, Supervisor or Principal, may hire a temporary replacement not to exceed ninety (90) days. Provided the temporary replacement has completed the substitute orientation, passed a drug test, and passed the background check.

SECTION 3 – APPLICATION REQUIREMENTS:

Applicants for employment must submit a letter of application for a specific position, a Sicangu Oyate Ho, Inc. Job Application form with its Appendix A, two (2) work references, academic transcripts (if required), South Dakota Teacher Certification (if required), and evidence of meeting minimum qualifications or resume, provided:

1. A person claiming Rosebud Sioux Tribal member preference shall provide evidence of enrollment (top priority), or claiming military preference shall provide evidence of a general or honorable military discharge, handicap preference, or residence in School student population area are considered. An applicant with these preferences shall be hired if equally qualified as other applicants.

Discrimination is prohibited for any applicant as to race, gender, religion, national origin, physical or mental disability, age, sexual orientation, and gender identity.

2. No person shall be employed who does not have, as a minimum, a high school diploma or General Education Development or General Education Diploma (GED).
3. All applicable Federal, Tribal and State laws pertaining to felonies apply.
4. A declaration is made as required in Appendix A of SFIS job application form.
5. A drug test is a requirement for employment and applicants selected must have an initial drug test result prior to the 30-day Probation period. SFIS will initiate and pay for the drug test costs. If drug results are positive applicant loses position and employment will discontinue.
6. A Character Investigation (Background Check) shall be completed for all individuals selected for employment. Upon the completion of the Character Investigation, the selectee will be notified when to report to work.

SECTION 4 – SELECTION PROCESS:

The selection process shall begin after the advertisement for a position has closed. The Human Resource Director will receive all applications, date stamp them, and securely store them until the closing date. The selection procedures are;

1. The Human Resource Director shall prescreen applicants, contact references, research past employment in regard to child abuse, and felony record during the application screening process.
2. The Human Resource Director shall obtain the selection list of no more than three (3) of the top applicant candidates from the appropriate person making the recommendation to advance the listed applicants for interviews.
3. The Human Resource Director shall set up interviews and notifies all interested persons (applicants, supervisors, etc.); Administrators or Supervisors, or Principals along with the Human Resource Director shall notify the Superintendent/CEO of the recommendation for selection.
4. The Human Resource Director shall prepare a Selection Report, with recommendations for the Superintendent/CEO for consideration and approval;
5. The Superintendent/CEO approves the offer of a contract with terms and conditions for a specified position and shall report such offerings to the SFIS Board.
6. For instructional, Paraeducator positions, the applicant must have 48 college credits and, pass a PRAXIS test, or possess an Associate Degree (copy of the transcript must be attached to the application).
7. FOR CERTIFIED STAFF ONLY: During the interview process:
 - a. Assistance with interview expenses: individuals invited to participate in an interview shall be assisted with expenses on the following schedule:
 - 1) \$60.00 for any day trip from between 50 to 250 miles;
 - 2) Up to \$250.00 to assist with expenses for any trip further than 250 miles provided that the amount shall be appropriate to the distance and time traveled;
 - 3) All travel for interview expenses shall have prior approval of the Superintendent/CEO. Receipts shall be provided for reimbursement.
 - b. Assistance with moving expenses:
 - 1) Individuals shall be reimbursed up to \$800.00 moving costs;
 - 2) Receipts shall be provided for reimbursement;
 - 3) All reimbursement approvals shall be made by the Superintendent/CEO prior to the expenses being incurred;

4) Staff who voluntarily leave employment during the first year shall repay for any moving expense reimbursements. This is in addition to any liquidated damages assessed by the SFIS Board for early resignation.

8. The Human Resource Director shall give written notice to applicants of selection or rejection within ten (10) working days after final selection-

SECTION 5 – PROBATIONARY PERIOD:

CLASSIFIED STAFF: All newly hired Classified employees (or former employee rehired) shall be considered a probationary employee for sixty (60) working days. The employee will be evaluated before the probationary period ends. If the evaluation is unsatisfactory, the Superintendent/CEO may terminate the employee, or extend the probationary period an additional thirty (30) working days. In the event the Superintendent/CEO terminates the employee during the probationary period, the employee will have no recourse to the grievance procedure described herein.

CERTIFIED STAFF: All newly hired Certified Teachers (or former employee who is rehired) shall be a probationary employee for three (3) years. The Certified Teacher will be evaluated two times per year during their first three (3) years of probationary employment. *See Chapter 4 – EMPLOYEE EVALUATIONS*

SECTION 6 – PROMOTIONS/TRANSFERS:

The Superintendent/CEO is authorized by the SFIS Board to promote or transfer staff after consultation with the Administrator, Supervisor or Principal supervising the person. The SFIS Board is notified of promotions or transfer by the Human Resource Director. Prior to promotion or transfer, a review will be conducted based on the past work record of the employee. Only staff with a signed contract can be considered for a promotion or transfer. Opportunities for promotions or transfers will be available to all contracted staff for 5 working days prior to a vacancy being advertised.

When Classified staff is seeking an in-house promotion or transfer, a letter of interest from the person must be presented to the supervising Administrator or Supervisor for consideration. If approved, it is forwarded to the Superintendent/CEO for consideration and approval.

When Certified staff is seeking an in-house promotion or transfer, a letter of interest from the person must be presented to the direct line Principal for consideration. If approved, the request is forwarded to the Superintendent/CEO for consideration and approval.

SECTION 7 – DISCIPLINE:

1. **Discipline System.** SFIS Board endorses a policy of progressive discipline in which employees are provided with notice of deficiencies and an opportunity to improve. The progressive discipline procedures may be applied to an employee who is experiencing problems involving job performance and/or behavior. The SFIS reserves the right to immediately go to more serious discipline than warranted by the progressive discipline procedures if the Superintendent/CEO, Principal, or Immediate Supervisor determines such discipline is warranted. In cases involving serious misconduct which includes, but is not limited to, any act resulting in serious damage to SFIS personnel, students, or property, criminal misconduct, or actions by an employee which impact the financial integrity or community reputation of SFIS, an employee may be subject to immediate suspension and/or dismissal by the Superintendent/CEO. Any employee who is Absent Without Leave or who does not call or show up to work for three consecutive work days shall be considered to have abandoned their job position and shall be terminated automatically.

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

- Unsatisfactory or poor job performance, including gross inefficiency.
- Failure to maintain/obtain necessary licensing, certifications, or credentials to perform employment responsibilities, or the falsification of the same.
- Negligence, carelessness or inconsiderate treatment of students, coworkers, parents or Board.
- Theft, misappropriation, or unauthorized possession or use of SFIS property (for example; supplies, material and equipment), documents, records or funds belonging to the School.
- Threatening or causing physical injury to students or personnel of the school
- Insubordination or other disrespectful conduct, including the failure to respond to warnings or directives from Administrators, Supervisors, Principal and Superintendent/CEO to improve conduct or performance.
- Unequal treatment, discrimination, or harassment of any students, staff or clientele of the SFIS in any manner at any time.
- Excessive absenteeism, or any absence or tardiness without reasonable notice, or misuse of leave (including false reports of illness).
- Falsification of one's employment application.
- Alcohol use or illegal use or possession of narcotics or drugs, on SFIS premises during working hours or reporting to work under the influence of intoxicants or drugs.
- Making false reports to supervisor, Superintendent/CEO or Board or failure to make required reports.
- Violation of any SFIS Policy or Procedure, or established protocols.
- Unlawful or unprofessional conduct on or off SFIS premises, which adversely affects SFIS. This may include, but is not limited to, harboring runaways, substance abuse with

and/or in the presence of students, fighting and intimidation of students, parents, and family members.

- Divulging confidential information or violation of the Confidentiality Agreement, FERPA, or HIPPA laws.
- Breach of employment contract, where applicable.
- Breach of Chain Of Command. Insubordination or failure to follow the chain of command for resolution of concerns and grievances. Any personnel who violate the chain of command who bring personnel issues directly to SFIS Board members shall be issued a written reprimand for the first violation and termination for the second violation.
- Failure to report to the Immediate Supervisor within fifteen (15) minutes of start time in the event of a non-emergency; provided that an emergency such as serious medical problem or death may allow reporting within four (4) hours of start time; leaving a work assignment without permission or being reportedly tardy for work, or failure to report to a meeting called by an immediate supervisor or to a school function to which assigned.
- Consistent misuse of leave or outside employment which has a negative effect on job performance.
- Repeatedly texting a supervisor to report that leave will be taken, after being warned, in writing, of unacceptable notification method.
- Failure to report to work timely, tardiness, absence without prior approval, absence without leave.
- Leaving the worksite without prior approval, or taking excessive breaks.
- Failure to perform assigned job duties.
- Failure of a supervisory employee to enforce any or all of these policies.
- Driving a school vehicle while under the influence of alcohol or other illegal drugs.
- Disruptive behavior or conduct against other persons, i.e., threatening bodily harm, malicious gossip, obscene language.
- Stealing or destroying school property.
- Misuse of school vehicles, including personal use of school vehicles.
- Use of personal cell phones at times other than scheduled breaks or lunches, except in the case of emergency to protect student or staff safety.
- Smoking or use of tobacco products outside of specifically authorized areas or in school vehicles.
- Misuse of school materials, supplies or equipment.
- Misuse, misappropriation, or embezzlement of school funds.
- Involvement with students ethically or morally prohibited by professional and community standards.
- Personal communication through social media including but not limited to facebook, twitter, email, and text messaging with students.
- Falsification of required reports.
- Corporal punishment, battery or retaliation against a student.
- Failure to carry out assigned duties or to provide adequate supervision of students. This includes but is not limited to failure to report violations of the SFIS Bullying Policies they witness or are told about, on an Incident Report Form.
- Non-compliance with applicable Codes of Ethics.

Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons

3. **Criminal Convictions.** Any employee or administrator who is convicted of a violation of a crime against persons, a crime of violence, or any crime against a child, on or off the Rosebud Indian Reservation, shall notify the Human Resources Office immediately. Such conviction may result in termination of employment if it disqualifies an employee from eligibility for employment.

An employee's failure to notify the Superintendent of a conviction as required by this section shall result in immediate suspension. Once the Superintendent is notified of such conviction, the Superintendent shall put together a plan of discipline and employee assistance with the help of Human Resources Office personnel regarding such conviction. This plan must then be submitted to the Board for their information. Further action shall be taken at the direction of the Superintendent.

Any employee charged with a crime against a person, a crime of violence, or any crime against a child including abuse or neglect must report such charges to the Human Resources Office immediately. The Superintendent/CEO may place the employee on suspension without pay until the charges are resolved. Any charge that results in ineligibility for continued employment due to conviction, plea, or plea of nolo contendere will result in termination of employment.

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

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

4. **Verbal Warning with Written Notice.**

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

5. Written Reprimand

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

6. Third Step: Suspension

1. The Administrator, Supervisor or Principal supervising a staff person can recommend suspension or termination of employment. Only the Superintendent/CEO is authorized to suspend an employee.
2. The Superintendent/CEO may issue a short-term suspension for minor offenses not to exceed ten (10) working days per incident. The short-term suspension may be with or without pay in the sole discretion of the Superintendent/CEO.
3. The Superintendent/CEO may impose a long-term suspension not to exceed thirty-one (31) days for two or more minor offenses or for a serious offense. Long-term suspensions may be with or without pay in the sole discretion of the Superintendent/CEO.
4. Suspensions longer than thirty-one (31) days may be issued by the Superintendent/CEO for more serious offenses, which include but are not limited to violation of corporal punishment policy, child abuse, misappropriation of funds, theft, or any actions which endanger the health or safety of employees, the public, or students or which cause or risk damage to SFIS real or personal property. Suspension may continue until the matter is resolved by final adjudication or judgment in a court proceeding, or final disposition of an investigation by SFIS or an outside agency, which may include law enforcement agencies, grant awarding agencies, or the School. These suspensions shall be without pay and will go immediately into effect by the decision of the Superintendent/CEO. Such suspensions may be issued prior to the conclusion of an investigation when the Superintendent determines there is evidence of serious misconduct.
5. The Immediate Supervisor or the Superintendent shall meet with the employee to discuss the matter.
6. If the Immediate Supervisor conducts the meeting, the Immediate Supervisor will issue a written letter to the Superintendent recommending suspension. The letter shall include the reason(s) and the dates of the Suspension recommendation. A copy will be provided to the employee and placed in the personnel file.
7. The Superintendent may issue a written notice of suspension of the employee, or in the alternative issue a written reprimand and provide in the notice the dates, reasons for action, and notice that any other violations may result in contract termination.

8. A copy of the suspension letter shall be filed in the employee's personnel folder and a copy given to the employee immediately upon notification of suspension.

7. Contract Termination

Employees may be terminated for any of the reasons listed in Section 7 - DISCIPLINE. When the Superintendent/CEO considers the termination of an Employee, the person shall be given due process as set forth in Section 8 of this Policy, unless there is a breach of the Chain of Command, before a final determination is made. If the Superintendent/CEO makes the decision to termination, the Employee will be immediately suspended from employment pending the completion of the termination process, with or without pay in the sole discretion of the Superintendent.

Prior to termination of employment, the Superintendent/CEO shall ensure the following processes have occurred:

- a. The Immediate Supervisor or the Superintendent/CEO shall meet with the employee to discuss the matter.
- b. If the Immediate Supervisor meets with the employee, the Immediate Supervisor shall issue a written recommendation for termination to the Superintendent/CEO. The letter shall include the reasons for recommended action.
- c. The Immediate Supervisor shall provide all written documentation concerning the employee to the Superintendent/CEO.
- d. The Superintendent/CEO may proceed with the termination of the employee's contract. Written notification shall be made by the Superintendent to the employee and shall include the reason(s) for the disciplinary action. The notice shall include the employee's rights to notice and opportunity to be heard by the SFIS Board under the Grievance procedures set forth in this Policy.
- e. Three or more written reprimands in an employee's personnel folder may be grounds for immediate termination.

8. Superintendent/CEO Discipline. The SFIS Board is responsible for discipline of the Superintendent/CEO. Discipline as set forth in Section 7 shall apply to the Superintendent/CEO, except that the Supervisor responsible for discipline shall in all cases relating to the Superintendent/CEO is the SFIS Board acting by Motion of the SFIS Board.

9. Applicability of Grievance Procedures. Employees who take issue with any suspension or termination of contract action may use the formal grievance procedures set forth in Section 8. There is no appeal or grievance available from a verbal warning or written warning. An employee may file a written response to a verbal warning or written reprimand and that response will be included in the personnel file. The Grievance procedures are not available to any Classified Staff whose contract has not been renewed. **The Grievance procedures will be available to any Certified Teacher who has completed their fourth full year of teaching. Probationary Certified Teachers cannot grieve a non-renewal.**

SECTION 8 – PERSONNEL DISCIPLINE GRIEVANCE PROCESS.

1. These Grievance Procedures apply to Suspension from Employment and Contract Termination under Section 7 of this Policy.

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

2. Any employee may file a formal grievance in writing in any case of a contract suspension. A Formal Grievance must be received by the Human Resource Office within ten (10) regular business days of the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures. The ten (10) regular business day limitation is counted beginning the day after the alleged incident. The Superintendent/CEO shall hear the grievance within ten (10) business days of receiving notice of grievance and shall issue a written decision to the employee.
3. If the employee is dissatisfied with the Superintendent/CEO's decision regarding a suspension grievance, or termination the employee receives notice of the Superintendent/CEO, the employee may appeal to the SFIS Board.
4. **Deadline for Filing.** The appeal must be filed with the Human Resources Office within fifteen (15) regular business days of the date of the decision of the Superintendent/CEO on a suspension appeal, or termination. If the employee fails to file timely, her/his appeal shall be dismissed.
5. **Scheduling of Hearing.** A hearing shall be held within thirty (30) calendar days of the date of filing of the appeal by the appealing employee, unless the SFIS Board shows good cause for an extension of time. Continuances may be requested by filing a written request for continuance prior to the date of the scheduled hearing, but it is within the full discretion of the Board to grant or deny and request for continuance filed.
6. **Documents.** An employee is entitled to request a copy of all documents to be considered by the SFIS Board at hearing. If the employee files a written request for documents, the SFIS shall provide a copy within five (5) business days of the filing of the request with the Human Resources Department.
7. **Evidence at Hearing.** The SFIS Board shall make its decision based upon the record established including all of the files and documents considered by the Superintendent/CEO, and any documents filed with the written Formal Grievance by the Employee. The grieving employee must argue that the decision of the Superintendent/CEO was legally or procedurally flawed, and the evidence to be

considered shall be all evidence filed at the time of the written grievance filing, and testimony related thereto. The SFIS may be represented by the SFIS attorney. In any case involving the Suspension or Termination of the Contract of the Superintendent/CEO, the Superintendent/CEO may present evidence refuting the allegation resulting in suspension or contract termination.

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

SECTION 9 – RESIGNATIONS:

Classified Staff must provide their immediate Supervisor and Superintendent/CEO with a letter of resignation at least two (2) weeks prior to the effective date of their resignation.

Certified Staff must provide their immediate Supervisor and Superintendent/CEO with a letter of resignation prior to the issuance and signing of a new contract for the ensuing school year.

Administrators and Supervisors must provide the Superintendent/CEO with a letter of resignation prior to the issuance and signing of a new contract for the ensuing school year.

If Certified Staff or Administrator signs a contract, and elects to resign prior to the conclusion of the contract, the Certified Staff or Administrator must provide the Superintendent/CEO at least forty-five (45) calendar days prior to the effective date of the resignation. In the event the School is unable to fill the position; the SFIS Board may assess the Certified Staff or Administrator with the following liquidated damages:

Resignations received after the issuance and signing of a new contract shall be subject the liquidated damages listed below.

Date of Breach	Liquidated Damage Amount
May	\$250.00 or Percent of salary 2%
June	\$500.00 or Percent of salary 5%
July	\$750.00 or Percent of salary 7%
August	\$1,000.00 or Percent of salary 10%

The SFIS Board may offset the amount of liquidated damages due against any all accounts, benefits or other obligations owed or to become owed to the Certified Staff or Administrator, and may otherwise pursue any and all other legal remedies available to it under the Federal, Tribal and State laws. The SFIS Board, in its sole discretion, may waive the liquidated damages.

Failure to return a signed contract within ten (10) working days after issuance of a contract will result in the contract becoming null and void. Certain exceptions may apply due to extenuating circumstances, as determined by the Superintendent/CEO.

SECTION 10 – LAYOFFS.

In the event, the Board determines that it is necessary to reduce staff due to financial or student enrollment numbers, end of programming, reorganization, or due to the operational needs of SFIS. Layoffs may be done without regard to seniority.

SECTION 11 – STAFF REDUCTION/RECALL:

1. **Priority for Staff Reduction:** In the event SFIS determines that a reduction in force (“RIF”) shall occur, the following factors will be considered:
 - The ability and needs of SFIS to provide the educational services
 - Certifications and endorsements
 - Operational impact on SFIS
 - Experience
 - Performance evaluations

2. Recall Consideration: Staff laid off by reduction in force shall have consideration rights for one (1) year to any advertised position for which they are qualified and/or certified at time of recall.
3. Substitute Teaching Opportunities: Teachers laid off by reduction in force have preferential treatment for substitute teaching upon notifying the Superintendent/CEO of such request.

SECTION 12 – CONTRACT RENEWALS/ NON-RENEWALS:

1. Renewal of Certified Staff.

In the event SFIS shall offer contracts to certified staff on or before May 1. Certified staff must return the sign contract within ten (10) working days from the date the contract is offered. If the contract is not signed and returned within ten (10) working days, the contract is null and void and of no further force and effect.

2. Non-Renewal of Certified Staff

On or before March 15, the Principal shall make his/her recommendations to the Superintendent/CEO regarding the non-renewal of certified staff. Upon receipt of a recommendation of non-renewal, the Superintendent /CEO shall notify the certified staff, and arrange a meeting to discuss the recommendation. Should the Superintendent/CEO determine to accept the recommendation of non-renewal, notification of non-renewal shall be given to the certified staff by certified mail to the last known address of the staff member or by personal delivery evidenced by a signed receipt by April 15. After non-renewals are final the Superintendent/CEO will submit a list of non-renewals of Certified Staff to the SFIS Board for their information.

When a Certified Staff member who has completed four years of teaching has not been renewed, he/she will have the opportunity to grieve the decision to the SFIS Board on the non-renewal recommendation from the Principal or Supervisor that has been accepted by the Superintendent/CEO. The SFIS Board shall within ten days after a hearing notifies the certified staff as to its decision. The decision of the SFIS Board shall be final.

3. Renewals of Classified Staff

In the event SFIS shall offer contracts to classified staff on or before May 15. Certified staff must return the sign contract within ten (10) working days from the date the contract is offered. If the contract is not signed and returned within ten (10) working days, the contract is null and void and of no further force and effect.

4. Non-Renewal of Classified Staff

On or before May 1, the Principals and other Supervisors shall make his/her recommendations to the Superintendent/CEO regarding non-renewal of classified staff. Upon receipt of a recommendation of non-renewal, the Superintendent /CEO shall notify the classified staff, and arrange a meeting to discuss the recommendation. Should the Superintendent/CEO determine to accept the recommendation of non-renewal, notification of non-renewal shall be given to the classified staff by Certified Mail to the last known address of the staff member or by personal delivery evidenced by a signed receipt by May 10. Classified Staff cannot grieve a non-renewal decision. The Superintendent/CEO will provide a list of non-renewals of Classified Staff to the SFIS Board for their information.

SECTION 13 – SEASONAL WORK AGREEMENTS.

SFIS Superintendent/CEO has the right to enter into seasonal work agreements as needed. The Agreements shall not exceed 30 days. The personnel policies and procedures have no application to seasonal workers. All seasonal employees must pass a Drug Test and Background Check.

SECTION 14 – TEMPORARY WORK AGREEMENTS.

SFIS Superintendent/CEO has the right to enter into temporary work agreements as needed. The Agreements shall not exceed 90 days. The personnel policies and procedures shall apply to all temporary workers.

CHAPTER 3 – STAFF CONDUCT AND RELATIONSHIPS

SECTION 1 – CONFIDENTIALITY POLICY AND CONFIDENTIALITY

In the course of employment at Saint Francis Indian School, staff will deal with information which could be of a sensitive, privileged or confidential nature. In an effort to follow all Federal, Tribal and State (if applicable) privacy laws, as well as, maintain the highest professional conduct and respect for students and school staff, Saint Francis Indian School will act in a manner that upholds the confidentiality of student, staff or school information.

1. All staff shall sign a Confidentiality Agreement as a condition of employment.
2. Staff are not to disclose any school-related information of a sensitive, privileged or confidential nature to anyone outside Saint Francis Indian School.
3. Staff are not to disclose any school-related information of a sensitive, privileged or confidential nature to any other staff of Saint Francis Indian School except as required as part of the necessary activities of employment duties.

4. Staff will not divulge to anyone, any information, which may reflect negatively on Saint Francis Indian School or any employee of Saint Francis Indian School including, but not limited to, financial, internal records, reports, investigations, disciplinary matters, and other similar items.

Any documented breach of the preceding in items 1 through 4 will be reasonable grounds for immediate disciplinary action, up to and including termination. Due Process procedures will be followed, unless there is a breach of Chain of Command.

SECTION 2 – EMPLOYMENT PRACTICE:

All employees shall be assigned a position based on their professional preparation and legal eligibility. Employees shall not misrepresent position or work conditions, make adverse comments about an applicant, and not withhold job data. All employees shall faithfully perform the duties of their positions and adhere to terms of their contract until legally ended, or voided, avoid commercial exploitation of their position, and not delegate professional obligations to unqualified persons.

SECTION 3 – CODE OF PROFESSIONAL ETHICS:

Administrators and Supervisors shall comply with the following code of ethics:

1. Make the well-being of the students the basis of decision making and action;
2. Enforce and obey federal, tribal and state rules, regulations and laws in the performance of duties;
3. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, gross immorality, illegal drugs, or use of misleading or false statements;
4. Respect the civil rights of those with whom the administrator has contact in the performance of duties;
5. Interpret, accurately represent, and implement the policies and administrative regulations of the appropriate educational governing board;
6. Distinguish personal politics, attitudes, and opinions from stated policies of the appropriate educational governing board;
7. Fulfill professional responsibilities with honesty and integrity;
8. Maintain professional relationships which are free from vindictiveness, willful intimidation, and disparagement;
9. Safeguard confidential information.
10. Not allow professional decisions or actions to be impaired or influenced by personal gain, gifts, and gratuities. Favors, and services made or withheld;
11. Avoid preferential treatment and conflicts of interest;
12. Honor all contracts until fulfillment, release or dissolution by mutual agreement of all parties;

13. Apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications.
14. Accurately represent personal qualifications and the evaluations and recommendations of others.
15. Cooperate with authorities regarding violations of the codes of ethics of the South Dakota Professional Administrators Practices and Standards Commission and the South Dakota Profession Teachers Practices and Standards Commission.
16. Use caution when posting any comment to internet social media that may reflect negatively on SFIS or adversely reflect on the well-being of students, staff and SFIS Board. Solve internal work-related issues within the operations of the Policies and Procedures instead of using social media outlets to vent or broadcast issues.

Teachers shall comply with the following code of ethics:

- A. Obligations to students. 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 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;
 10. Maintain professional relationships with students with internet social media. Avoid personal interactions of all nature with students on internet social media.
- B. 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 St. Francis Indian School or the SFIS Board;
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 St. Francis Indian School or the SFIS Board for public or personal gain;
5. Not exploit St. Francis Indian School or the SFIS Board 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 criminal or civil conviction;
8. Commit no act of moral turpitude or gross immorality; and
9. Not misuse or abuse SFIS equipment or property.

C. 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 Federal, Tribal or State rules, regulations and laws.
14. Not criticize students, colleagues, supervisors or SFIS Board on internet social media and cell phone communications.

CHAPTER 4 – EMPLOYEE EVALUATIONS

SECTION 1 – EVALUATION PURPOSES:

There are specific types of evaluations conducted at SFIS for the Superintendent/CEO, Administrators, Supervisors, Certified Staff and Classified Staff. There will be no evaluation for Temporary and Seasonal Staff.

Evaluations are primarily used to improve the quality of education for the students of the school. Support staff evaluations are used to improve and enhance the school's work environment for students, staff and community.

Evaluations are to be used to improve the quality of instruction and are used in the determination of advancement, promotion, transfer, assignments, and future employment.

SECTION 2 – EVALUATION PROCESS:

Time line for evaluations of Administrators, Certified Staff and Classified Staff.

1. Teacher Evaluations. A teacher evaluation manual approved by the SFIS Board is provided to all new and returning teachers and their supervisors. Guidelines for teacher evaluations are set forth in this manual. The specifics of the evaluation tool may change in order to better align with current needs of the school instructional practices. The forms will be developed by the Principals. The SFIS Board may specify other guidelines on an as needed basis.

At minimum, Certified Teachers should be evaluated as follows:

- a. All Probationary Certified Teachers shall be evaluated at least two times per year, once each semester. The first evaluation shall not occur later than December 1 and the second evaluation shall not occur later than March 1. Nothing in this section prohibits SFIS from doing additional evaluations.
 - b. All fourth year Certified Teachers shall be evaluated at least once per year, prior to the start of the second semester (not later than March 1). Nothing in this section prohibits SFIS from doing additional evaluations.
 - c. Informal and formal walk through evaluations and additional formal evaluations may also be conducted.
2. Classified Evaluations. At minimum, Classified employees shall be evaluated as follows:

- a. All probationary employees shall be evaluated at or before the completion of their probationary period. *See Section 5 – Probationary Period.*
 - b. All Certified Staff who have completed their three (3) probationary period will be evaluated once each year, prior to March 1.
 - c. An appropriate evaluation instrument may be selected by the supervisor for use in evaluations. The original of the evaluation shall be signed by both the employee and the evaluator and placed in the employee's personnel file. A copy of the evaluation and any attachments shall also be provided to the employee.
 - d. The employee's signature on the evaluation attests that the evaluation has been received by the employee. Employee's signature does not indicate concurrence with the evaluation. If the employee refuses to sign the evaluation, the Supervisor should note the refusal on the evaluation. The employee has the opportunity to provide a written or verbal response to the evaluation. Any written response will be kept in the employee's personnel file.
3. Administrators: The Superintendent/CEO will evaluate all individuals under his/her direct supervision according to the Organization Flowchart.
 4. Administrators and Administrative staff shall be evaluated using instruments and processes set forth by the Superintendent/CEO.
 5. Needs Improvement. An employee who is determined to need improvement or who is performing unsatisfactorily will be on a Plan Of Improvement. The Plan Of Improvement should contain goals, steps in achieving goals, and a time line for completing the goals. Timelines must be adhered to and corrective actions taken to ensure that the best qualities of services are provided by employees for the benefit of SFIS.
 6. A supervisor may issue a letter of concern to an employee to address a matter for which future disciplinary action may be taken. This letter of concern may or may not be specifically tied to a Plan Of Improvement
 - a. Employees may not use SFIS's grievance process to object to the contents of the evaluation. Employees are allowed, however, to provide a written response to the content of an evaluation.

CHAPTER 5 – LEAVE

SECTION 1 – NOTIFICATION TO IMMEDIATE SUPERVISOR:

Except for cases of illness, documented medical emergency or death in family, one week prior notice to and approval by the employee's immediate supervisor is required in order to take leave. The employee must submit the appropriate leave form.

SECTION 2 – USING LEAVE

1. Responsibilities

a. All employees have a responsibility to the SFIS to report to work according to their job functions and duties. Excessive tardiness and/or absenteeism is not acceptable. Any employee who violates, abuses or misuses leave or misrepresents any statement or condition will result in leave without pay, possible forfeiture of accumulated leave and other disciplinary action up to and including termination of employment.

b. Immediate supervisors have the responsibility to review the request for the use of any leave by employees under their supervision. If it is determined that reasons for the leave are questionable and/or not in accordance with the mission and goals of SFIS, or previous leave taken has been excessive, then leave will be denied.

2. Notification

a. It is the responsibility of the employee to notify the immediate supervisor prior to the commencement of school if the employee is going to be will be tardy or absent.

9. In order to take leave:

- a. The employee must complete the appropriate leave form.
- b. Leave form must be submitted only to supervisor for approval before leave is taken.
- c. If more than 3 consecutive days of leave are requested due to an illness or medical condition, the employee must have a doctor's and/or personal statement explaining the reasons for the leave.
- d. In the case of emergency, the leave form must be submitted the day the employee returns to work. The immediate supervisor will either grant or deny leave upon reviewing the request for leave.
- e. If leave is taken without the approval of immediate supervisor, that leave will be considered Absent without Leave, and appropriate disciplinary action may be taken.
- f. An employee may use the grievance procedure to dispute an immediate supervisor's denial of leave or determination of Absent without Leave status.

- g. The only reason(s) for not calling prior to the taking of leave is because of a medical emergency or death of an immediate family member of the employee. In such cases, the employee must call within 24 hours during the workday.
- h. **If an employee is consistently calling in sick and the supervisor feels that this benefit is being abused, the use of sick leave may be denied.**
- i. Must have clear Doctor's statement of when an employee(s) can return to work ~~for~~ **following** a long-term illness or injury.
- 1. Personal Leave will not be granted during the first or last month of the school year. **Leave will not be granted during the first or last day week of the school year for all staff or the day before or after a holiday, unless prior approval has been granted.**

SECTION 3 - LEAVE FOR 40 WEEK EMPLOYEES:

- 1. **PARAPROFESSIONAL:** The following number of leave days will be earned based upon the consecutive number of years of employment with 40-week contracts:

0 - 5 years	2.5 hrs. X 40 wks. = 100 hrs.+ 8 = 12.5 days
6 - 10 years	3 hrs. X 40 wks. = 120 hrs.+ 8 = 15 days
11 -15 years	4 hrs. X 40 wks. = 160 hrs. + 8 = 20 days
16 + years	5 hrs. X 40 wks. = 200 hrs. + 8 = 25 days

- 2. **CERTIFIED and ADMINISTRATIVE STAFF:** At the beginning of each school year certified and administrative employees will be granted twenty-four (24) hours of personal leave, eighty (80) hours of sick leave and forty (40) hours of bereavement leave. Certified and Administrative staff can accumulate unused sick leave up to a maximum of 480 hours. Depending upon the operational needs of the School, personal leave may be used with prior notice, before May 1st of each academic year. Personal leave may only be used after May 1st with prior permission by both the Principal and Superintendent/CEO; This is to prevent excessive use of substitutes during the final weeks of school.
- 3. Leave for employees who work between 40 and 50 weeks will earn prorated leave that is applicable to their employment status.
- 4. Sick leave may be taken throughout the probationary period.

SECTION 4 – LEAVE FOR 52 WEEK CLASSIFIED EMPLOYEES:

The following number of leave days will be earned according to the consecutive number of years of employment with SFIS for fifty-two (52) week classified employees: Each employee accumulates leave throughout the contract year and at the end of the year, the employee uses or loses any accumulated leave over 480 hours.

0- 5 years	2.5 hrs. X 52 wks. = 130 hrs. + 8 = 16.25 days
6-10 years	3 hrs. X 52 wks. = 156 hrs. + 8 = 19.5 days
11-15 years	4 hrs. X 52 wks. = 208 hrs. + 8 = 26 days
16 + years	5 hrs. X 52 wks. = 260 hrs. + 8 = 32.5 days

SECTION 5 – PRO-RATED LEAVE FOR STAFF ON LEAVE WITHOUT PAY

Employee leave is based on the actual hours worked. Employees who are on excused leave will incur leave on a prorated basis.

Employee leave is based on the actual hours worked. Employees who are on unexcused leave without pay will not incur leave on a prorated basis.

SECTION 6 – LEAVE FOR NEW EMPLOYEES:

Leave for new employees will be pro-rated based on date of employment. New employees will accrue but may not take leave during their probationary period (30 days for certified and 30 days for non-certified).

SECTION 7 – OTHER LEAVE: Other types of leave include:

1. COURT LEAVE:

a. Jury Duty

An employee who is called to serve on a jury shall be excused from performing required duties with no loss of pay, provided an amount equal to the compensation received for jury service is remitted to SFIS, with exception of mileage and reimbursed lodging and meals.

b. Jury Fees or Leave

The employee has thirty (30) days to turn in the fees or leave will be charged to the employee. If the fee will be late, the employee must provide documentation of why the fee is late.

c. Court Subpoena

Employees who are subpoenaed to testify in court (in a case in which they are not a party) shall receive full pay from SFIS for the time they are required to be in court. All fees, except mileage and reimbursed lodging and meals received for such court appearances or service shall be remitted to SFIS. **Court Leave will be given if it is school related with prior approval from the Supervisor and the Superintendent/CEO.**

2. MATERNITY/PATERNITY LEAVE: Expectant mothers and fathers will be allowed up to thirty (30) calendar days of maternity/paternity leave (includes adoptive parents)-

The Supervisor may modify an expecting mother's duties, upon the recommendation of the expectant mother's physician.

- a. Dates of maternity leave shall not be more than two (2) weeks before the expected arrival of the baby and four (4) weeks after the birth, unless the physician or health care provider recommends otherwise, and;
 - b. After the thirty (30) days allowed, a person may use any personal or sick leave up to twelve (12) weeks total.
3. **SICK LEAVE BANK:** Leave from the sick bank can only be used by the Employee for their own long-term extended illnesses or disability, documented by a physician. Employees must exhaust their sick leave before accessing the Sick Leave Bank. If an employee calls in sick three (3) days in a row, the employee may be asked to provide a physician's note to the Superintendent/CEO. Employees who willfully violate or misuse sick leave, or misrepresent any statement regarding sick leave, may be disciplined, up to and including termination.

All Sick Leave Bank hours shall be maintained by the Human Resource Director. Employees who resigned at the end-of-the school year may donate their accumulated sick leave to the Sick Leave Bank.

4. **HOLIDAYS:** Contract employees are paid for Holidays as detailed in the SFIS Calendar. Seasonal and Temporary employees will not be paid for Holidays.
5. **SABBATICAL LEAVE:** Employees of SFIS may request sabbatical leave for a one (1) year period without pay after ten (10) consecutive years of successful employment. The Board may grant this request upon recommendation of the immediate Supervisor and the Superintendent/CEO. If sabbatical leave is granted, the following conditions will apply:
- a. The employee will be reinstated on the pay scale at the same rate in effect when the employee started the sabbatical leave. The employee will also be reinstated on year of experience scale minus one (1) year of sabbatical leave. No step increase in rate of pay will be granted for that sabbatical year.
 - b. Accumulated leave may be used during this sabbatical year until it is exhausted. All fringe benefits will be in effect until this accumulated leave is exhausted.

A second year of sabbatical leave may be requested due to special conditions. This second year may be granted by the SFIS Board upon recommendation of the Supervisor and the Superintendent/CEO. **IN NO CASE WILL A THIRD YEAR REQUEST FOR SABBATICAL LEAVE BE GRANTED.**

6. **LEAVE WITHOUT PAY:** After an employee has exhausted all other forms of leave, an employee may be granted up to 3 days of Leave Without Pay, with the prior, written approval of their Supervisor and Superintendent/CEO. There shall be no more than 3 instances of granting Leave Without Pay in a School Calendar Year. The decision to grant or deny Leave Without Pay shall not be subject to the grievance procedure.

7. **ADMINISTRATIVE LEAVE:** The Superintendent/CEO may place an employee on administrative leave for the following reasons: An ongoing investigation or other occurrences where the employee should not be on school premises as determined by the Superintendent/CEO. Granting of Administrative Leave is at the discretion of the Superintendent/CEO. The decision to place an employee on administrative leave shall not be subject to the grievance procedure.
8. **INCLEMENT WEATHER/ EMERGENCY LEAVE:** The Superintendent may cancel the workday due to inclement weather, or other emergency which could threaten the health and safety of the staff or students. The Staff may be required to make-up such days as determined by the SFIS Board.
9. **BEREAVEMENT LEAVE:** Employee are entitled to forty (40) hours of bereavement leave per year in order to attend wakes and funerals for spouses, parents, parents-in-law, children, stepchildren, or any other person that is a regular member of the employee's immediate household and who is dependent for support in whole or in party on such employee. There will be no leave buy back or carry-over for any unused bereavement leave. Bereavement leave will be prorated for late hires. Three days will allowed during the Probationary Period.
10. **SPIRITUAL LEAVE:** Employees are entitled to three (3) days of Spiritual Leave per year for employees who participate in ceremonies, Sundance, etc.; so long as the Employee requests Spiritual Leave, in writing, to the Superintendent/CEO at least one-week prior to the event. Spiritual Leave cannot be used the first or last week of the school year.
12. **LEAVE FOR MILITARY SERVICE**
 1. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 et seq) and the provisions of South Dakota law (SDCL § 3-6-19 et seq and SDCL § 33-17-15.1). Employees must give written or verbal notice to their principal and the Superintendent/CEO.
 2. Upon completion of the military service, the employee shall be entitled to reinstatement in the previous position held, subject to the following conditions:
 - a. The position has not been abolished;
 - b. The cumulative length of the employee's military leave absences from employment does not exceed five (5) years;
 - c. The employee is qualified and capable of performing the duties of the position;
 - d. If the service was less than 31 days, the employee gives notice to the Superintendent/CEO and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period;

- e. If the service is between 31 and 180 days, the employee must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the employee, then as soon as possible by notifying the Superintendent/CEO in writing of complication;
 - f. If the service is 181 days or more, the employee must apply for reemployment no later than ninety (90) days after completion of military service.
3. An employee who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the employee had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the employee would have attained if the person had remained continuously employed.
 4. Any employee on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.
 5. The employee may continue coverage under the District's health, life and dental insurance paying 100 percent of the full premium under the Plan, except in the case of an employee who performs service in the uniformed services for less than 31 days, in such case the employee continues health, life and dental coverage by paying the employee's share of the premium for such coverage.
 6. The maximum period of coverage for an employee and his or her dependents is the lesser of the 24-month period beginning on the date on which the employee's absence began or the day after the date on which the employee fails to apply for or return to a position of employment as described above.
 7. A leave of absence shall be granted to employees in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one calendar year. The request for leave must be made on the regular leave form and must include evidence defining the date of departure and if reasonably possible the date of expected return. The employee shall indicate whether the employee wishes to take a leave of absence with or without pay. If paid leave is requested, SFIS shall pay the teacher the regular salary due for the month in question, less the amount of military pay received by the employee. Any payment from the military shall be credited against the obligation owed by SFIS. The employee shall provide the Business Office with a copy of the military pay stub. An employee is encouraged, whenever possible to make arrangements to take their training during the summer recess.

SECTION 8 – FAMILY AND MEDICAL LEAVE:

Eligible employees are entitled to take up to 12 weeks of unpaid family /medical leave from one anniversary date to the next, and be restored to the same or an equivalent position upon your return from leave **provided the employee has been employed by SFIS for at least 12 months, and has worked for at least 1,250 hours in the last 12 months.** Request for FMLA leave must

be made on the required forms for family/medical leave. All forms will be handled by the Human Resource Director in collaboration with the payroll manager.

REASON FOR LEAVE: You may take family/medical leave for any of the following reasons:

1. The birth of a son or daughter and in order to care for such son or daughter.
2. The placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter.
3. To care for a spouse, son, daughter, or parent with a serious health condition.
4. Your own serious health condition which renders you unable to perform an essential function of your position.

Leave because of reasons “1” or “2” must be completed within the 12 month period beginning on the date of birth or placement and may not be taken intermittently or on a reduced schedule. In addition, spouses employed by SFIS who request leave because of reasons “1” and “2” or to care for an employee’s parent with a serious health condition may only take a combined total of 12 weeks of leave during the 12-month period.

NOTICE OF LEAVE: If your need for family/medical leave is foreseeable, you must give SFIS at least 30 days prior written notice. If this is not possible, you must at least give notice as soon as practicable (within 1 or 2 business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with your supervisor first regarding the date of such treatment. Where the need for leave is not foreseeable, you are expected to notify SFIS within 1 to 2 business days of learning of your need for leave, except in extraordinary circumstances. SFIS has Request for Family/Medical Leave forms available from the department of supervisors and/or the payroll department. You should use these forms when requesting leave.

MEDICAL CERTIFICATION: Family Medical Leave is available for employees for conditions that prevent Employees from performing normal regular job duties. If you are requesting leave because of your own or a covered relation’s serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain medical certification forms from the supervisor of your department and/or the payroll department. When you request leave, SFIS will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provided at least 30 day notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner might result in denial of leave until it is provided. SFIS, at its expense, may require an examination by a second health care provider designated by SFIS, if it reasonably doubts the medical certification you initially provided. If the second health care provider’s opinion conflicts with the original medical certification, SFIS, at its expense, may require a third, mutually agreed, health care provider to conduct an examination and provide a final and binding opinion. SFIS may require subsequent medical certification. Failure to provide requested certification within 15 days may result in a delay of further leave until it is provided.

REPORTING WHILE ON LEAVE. If you take leave because of your serious health condition or to care for a covered relation, you must contact SFIS on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as is practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

LEAVE IS UNPAID. Family medical leave is unpaid. If you request leave because of birth, adoption, or foster care placement of a child, contract employees can use maternity/paternity leave for birth and/or adoption only then any accrued personal, sick leave, first will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued personal leave or sick leave first will be substituted for any unpaid family/medical leave. The substitution of paid leave time does not extend the 12 week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of 100 percent of your salary. Your family/medical leave runs concurrently with other types of leave, i.e. paid vacation.

MEDICAL AND OTHER BENEFITS. During an approved family/medical leave, the employee will remain on single health, vision, and dental benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, SFIS will deduct your portion of the family premium as regular payroll deduction. SFIS upon Superintendent/CEO's approval may elect to pay family benefits for later reimbursement by employee. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse SFIS for the cost of the premiums paid by SFIS for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

INTERMITTENT AND REDUCED SCHEDULE LEAVES. Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Instructional employees will be required to take family/medical leave in blocks of half days or full weeks where the leave is foreseeable based on planned medical treatment, and the employee would be on leave for more than 120 percent of the total number of working days in the period during which the leave would be extended. If leave is unpaid, SFIS will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule, SFIS may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

EXCUSED MEDICAL LEAVE FOR EXTENDED FAMILY: In recognition of the extended family relationships of our employees within the context of our tribal culture, employees may apply for excused medical leave for extended family members to be covered under FMLA. This includes but is not limited to grandchildren, grandparents, aunts, and uncles. The request for excused medical leave must be accompanied by a doctor's statement and must include planned

days of absence. Upon review of any request by the supervisor and Superintendent/CEO, written permission for an excused medical leave for an extended family may be granted. Factors taken into consideration by the review are (1) nature of illness; (2) nature of the relationship between the employee and extended family member, (3) duration of the requested days of absence and; (4) hardship on SFIS. A request for excused medical leave for extended family member is not a guarantee that leaves will be granted. Employees are required to use any available paid leave during absences related to this section.

The intent of this section is to ensure that employees are not penalized for medically related absences in the event that the employee enters leave without pay status.

SECTION 9 – PAYMENT OF LEAVE:

A maximum of thirty (30) days or 240 hours will be paid at the rate of pay upon resignation or non-renewal of an employee. There will be no buy-back of leave-in yearly salary negotiations.

CHAPTER 6 – MISCELLANEOUS ITEMS

SECTION 1 – POLITICAL ACTIVITIES:

During working hours staff may not engage in partisan political activities nor use their employee status for support or defeat for any political party or candidate. Employees elected to tribal/public political office must resign if elected.

CHAPTER 7 – EMPLOYEE COMMUNICABLE DISEASE

SECTION 1 – POLICY:

As far as possible, each employee working closely with others should be in a clean, safe and healthy working environment, but may be exposed to communicable diseases affecting their health or other staff. Intended to protect the health of each employee and to allow a continuous work experience for all staff, this policy shall be used to determine continuing employment of infected staff.

SECTION 2 – DECISION-MAKING:

The determination of whether an infected employee be excluded from work activities shall be made on a case-by-case basis, under the direction of the Superintendent/CEO or designee.

SECTION 3 – RIGHTS OF AN INFECTED EMPLOYEE:

In the event the employment of an infected employee is to be interrupted or discontinued, the employee will be entitled to use available medical leave and receive available benefits.

SECTION 4 – PUBLIC INFORMATION:

Public information will not be revealed about the employee who may be infected. If the employee is permitted to remain in the school setting, the principal will provide as appropriate to school employees who have regular contact with the employee, as to the employee's medical condition and other factors needed for consideration in carrying out job responsibilities.

SECTION 5 – HEALTH GUIDELINES:

Health guidelines for work attendance are established and interpreted within the context of the case. The guidelines are not inclusive but are available to be used as a resource. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

COMMUNICABLE DISEASE GUIDE: Unless specified otherwise, the employees and students should be excluded from school and school activities for the following conditions:

- ◆Chickenpox (Varicella): exclude until all lesions have dried and crusted or, in immunized children without crusts, until no new lesions appear within a 24-hour period.
- ◆Diarrheal diseases: exclude while symptomatic only if a person is unable to practice independent hygiene
- ◆Haemophilus influenzae type B, invasive (Hib): exclude until after 24 hours of antibiotic treatment.
- ◆HIV, Hepatitis B, Hepatitis C, and other bloodborne diseases: generally no exclusion; considerations may exist if there is potential for bloodborne exposure. Consult a healthcare provider for guidance.
- ◆Hepatitis A: exclude until one week after onset of illness.
- ◆Influenza and Influenza-like illness: exclude as long as fever \geq 100 degrees Fahrenheit is present in an unmedicated state. Additional exclusions may be necessary for documented novel strain or pandemic influenza based on state or federal guidance.
- ◆Measles: exclude until four days after onset of rash.
- ◆Meningococcal disease (Neisseria meningitides): exclude until after 24 hours of antibiotic treatment.
- ◆Methicillin-resistant Staphylococcus aureus (MRSA): exclude only if confirmed MRSA is present from a wound in which drainage is occurring and cannot be covered and contained.
- ◆Mumps: exclude until five days after the onset of parotid gland swelling.
- ◆Pertussis (Whooping cough): exclude until completion of five days of appropriate antibiotic treatment. If appropriate antibiotic treatment is not received, exclude until 21 days after onset of symptoms.

- ◆Pink eye, head lice, ringworm, herpes gladiatorum, molluscum contagiosum, and skin rashes without fever: generally, no exclusion; considerations may exist for certain sports, extracurricular activities or behaviors that might increase risk of transmission. Consult a healthcare provider for guidance.
- ◆Rubella: exclude until seven days after onset of rash.
- ◆Scabies: exclude until after treatment has been completed.
- ◆Shingles (Herpes zoster): generally, no exclusion if lesions can be covered. If lesions cannot be covered, exclude until rash or lesions have crusted over.
- ◆Strep throat and Streptococcal skin infections: exclude until after 24 hours of antibiotic treatment.
- ◆Tuberculosis: exclude until physician and Department of Health determine a person is not infectious.

SECTION 6 – BIA AIDS GUIDELINES:

The Bureau of Indian Affairs on February 8, 1990, issued guidelines for Bureau funded school in regard to AIDS, as follows:

GUIDELINE - STUDENTS:

- a. A Principal who has reason to believe that a student has AIDS or is carrying the AIDS-associated virus shall consult with the student's parents and local public health or state health representatives. A panel will be established by the principal to review the case and will be composed of the school administrator, health care professional (usually Indian Health Services or other medical doctor advising management), and child's physician. If it is determined that the child is infected, the panel will decide on a case-by-case basis who needs to be informed and will ensure that an appropriate educational placement will follow the guidelines in this policy.
- b. The place of infected children in school shall be made on a case-by-case basis by a review panel composed of health care professionals, school officials, the child's physician, and school personnel associated with the proposed educational setting. Evaluation to assess the need for a more restricted environment for each case should be performed periodically as deemed necessary by the health care professionals and the child's physician. If a child is removed from the classroom and appropriate Alternative Education Program should be provided. While each case is to be considered on its own merits, the following categories of infected students shall receive special consideration: neurologically impaired students, students who lack control of bodily functions, students who display behaviors such as biting, and students who have uncoverable oozing lesions.
- c. A child's right to privacy shall be maintained. The number of personnel who are aware of the child's condition should be kept at a minimum needed to assure proper care of the child and to detect situations where the potential for transmission may increase. However, all personnel that needs to know should be advised.
- d. Bureau funded schools shall establish appropriate comprehensive health education programs that include information about AIDS. Sexually Transmitted Disease (STD) education programs should be established in all Junior and senior high school grades. These programs may be integrated into the established curriculum. The STD Programs should include

education about all means of transmission, including intravenous (IV) drug use and the means of prevention. Parents should be consulted and involved in the design and implementation of the school's education program.

e. School officials shall notify parents when illnesses that may represent a treat to children are occurring in the school. These may include chickenpox, measles, whooping cough, meningitis, influenza or to the serious communicable diseases.

f. School personnel shall receive training on how AIDS and other infectious diseases are acquired, how transmission can be prevented, and how to handle bodily fluids in schools.

g. Schools shall conduct programs to inform parents, school board, and communities regarding AIDS and its transmission. It is expected that this awareness program will be coordinated with PHS, Social Services Agencies, and State health programs.

h. Routine AIDS screening of children is not recommended. Screening should not be a requirement for school entry

GUIDELINE- EMPLOYEES:

a. Employees diagnosed as having AIDS virus should be allowed to continue working as long as they can maintain acceptable work performance and do not pose a safety or health threat to children or employees. School Administrator, employee's physician, and health care professionals will determine on a case-by-case basis whether or not the employee should remain in his/her current job. Evaluation to assess need for a more restricted environment for each case should be done regularly, not less than annually. Schools considering reassignment, details or other staffing requirements. If performance problems arise, existing Federal and School personnel policies and practices will be followed.

b. Employee's medical documentation and other information related to their condition will remain confidential in compliance with policy and privacy act regulations. A separate file will be maintained for infected employees and information concerning their condition will not become a part of their official personnel file. Supervisors, managers and others included in implementing personnel management decisions involving employees with AIDS must strictly observe privacy and confidentiality requirements.

c. Employees with AIDS or related viruses shall be entitled to the same benefits as other employees-temporarily or permanently disabled by illness including sick leave, annual leave, leave without pay, or disability retirement.

d. All office of Indian Education Programs personnel will be provided training on the medical and personnel management dimensions of AIDS, including guidance on how to recognize and handle situations which arise in their organization. AIDS information will be provided to all education employees and will be an on-going nature.

e. Screening for AIDS or AIDS-associated viruses will not be a requirement for employment. School personnel policies and practices will be followed.

f. Employee's medical documentation and other information related to their condition will remain confidential in compliance with policy and privacy act regulations. A separate file will be maintained for infected employees and information concerning their condition will not become a part of their official personnel file. Supervisors, managers and others included in implementing personnel management decisions involving employees with AIDS must strictly observe privacy and confidentiality requirements.

- g. Employees with AIDS or related viruses shall be entitled to the same benefits as other employees temporarily or permanently disabled by illness including sick leave, annual leave, leave without pay or disability retirement.
- h. All Office of Indian Education Programs personnel will be provided training on the medical and personnel management dimensions of AIDS, including guidance on how to recognize and handle situations which arise in their organization. AIDS information will be provided to all education employees and will be an on-going nature.
- i. Screening for AIDS or AIDS-associated viruses will not be a requirement for employment.

SECTION 7 – OBLIGATION TO REPORT:

Staff should report any chronic and communicable diseases to the SFIS nurse or Supervisor or Superintendent/CEO within 24 hours. Reporting can be done by phone, email, text or face-to-face depending on the disease. It will be the responsibility of the employee to ensure the report was received.

SECTION 8 – FREE FROM DISEASE:

All staff and volunteers working with students shall be free from communicable diseases. Hand washing after contamination, food preparation and health/hygiene care performed in the different sink and work areas, maintenance cleaning and other personal hygiene measures are part of creating a healthy environment.

During a Tribal or National Emergency Declaration due to risks posed by health-related viruses that create conditions that may constitute an immediate hazard to the health and safety of students, staff and community. The Declaration allows for Emergency Administrative Leave for non-essential staff and requires staff determined essential to report to work. Should the Declaration call for quarantine for a specified period to maintain social distancing to stop the transfer of the illness or virus, all non-essential staff shall follow Tribal and National Guidelines. All essential staff shall report to work and continue to follow Tribal and National Guidelines. All essential and non-essential staff will continue to follow all SFIS Policies and Procedures pertaining to them as SFIS employees. If an essential or non-essential staff member willfully violates the Guidelines, as determined by the Supervisor, he/she will be placed on Leave Without Pay for the quarantine period according to stipulations in the Guidelines.

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PART III – PROGRAM MANAGEMENT

CHAPTER 1 – PROGRAM SUPERVISION

SECTION 1 – RESPONSIBILITY OF THE SUPERINTENDENT/CEO:

The Board holds the Superintendent/CEO responsible for the implementation and administration of its policies, the execution of board decisions, the operation of the internal machinery designed to serve the school program and for keeping the board informed about school operations and problems.

CHAPTER 2 – PERSONNEL RECORD

SECTION 1 – POLICY:

Employment records including personnel files are the property of SFIS and shall be kept in a secure location and not released to an outside agency or person except as may be required by law. Files are maintained in the Human Resource Director's office.

1. Contents of personnel folders are confidential and not open for public inspection, with access limited to the Superintendent/CEO, Principals, and Human Resource Director. Access must be authorized by the Superintendent/CEO and employee in writing. The administrative staff must submit a request for access in writing; a log must be maintained for each file.
2. Superintendent/CEO will take necessary steps to safeguard unauthorized use of confidential files. Records based on the accountability of funds are not confidential.

SECTION 2 – PERSONNEL RECORDS;

The Superintendent/CEO or his or her designee shall maintain personnel records for all employees. An employee shall have a right, upon written request to the Superintendent/CEO, to review contents of his/her own file, during his/her employment. Personnel files are the property of SFIS. Former employees are not automatically entitled to their personnel files.

PART IV – DUE PROCESS PROCEDURE

The policy of St. Francis Indian School provides for an orderly process whereby employees may have their grievances/complaints addressed in a fair and equitable manner without fear of repercussions. Every effort shall be made to seek an acceptable solution by informal and confidential means at the lowest possible level. (see Appendix B for Mediation/Grievance Form)

A. Definitions

1. A grievance shall mean a complaint by an employee or employees employed by SFIS alleging a violation, misinterpretation or inequitable application of a policy or procedure of SFIS.
2. Working day shall mean a day when school is in session
3. Board shall mean the Board of Education of SFIS.

B. Time Limits

1. No grievance or complaint shall be recognized unless it is presented in writing within ten (10) calendar days after the aggrieved person knew or should have known, of the act or condition upon which the grievance or complaint is based.
2. If the employee fails to adhere to the time limits or procedures established in this procedure, the grievance shall be considered null and void and no further action shall be taken regarding the same.
3. If the grievant or appropriate administrator is unable to attend or meet with the other due to an absence or illness, the meeting will be rescheduled.
4. Except as provided in paragraph 1 of this section, the time limits specified in grievance procedure may be extended by mutual agreement, provide the time extension is requested prior to the time limits set forth in this Article.
5. If a time period provided in this Article expires during a weekend or vacation period occurring during the school year, the time limit shall be extended to include the next regularly scheduled working day.

C. Procedure

Since it is important that grievances are processed as rapidly as possible and every effort shall be made to expedite the process. All grievances must be in writing and submitted on the required form to the immediate supervisor and the Human Resource Director.

Level 1.

Prior to the expiration of ten (10) calendar days after the employee knew or should have known of the act or condition upon which the grievance or complaint is based; the employee must submit to his/her supervisor the written grievance. The Principal or Supervisor shall hold the Level 1 meeting with the employee within 10 calendar days of the request and render a decision within 10 calendar days following the meeting. If the Principal or Supervisor fails to hold the required meeting or render the required decision within the time limits specified herein, the employee may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the employee and the Principal or Supervisor. If the timelines set are not followed or there is a mutually agreed waiver, the grievance may proceed to Level 2, provided the person grieving files the grievance at Level 2 within ten (10) calendar days of the breach of the timelines or the waiver.

Level 2.

If the employee is not satisfied with the disposition of the grievance at Level 1, the employee may file the grievance in writing with the Superintendent/CEO within ten (10) calendar days

after the grievance decision has been rendered at Level 1. The Superintendent/CEO or designee shall within ten (10) calendar days meet with the employee in an effort to resolve the grievance and shall render a written decision within ten (10) calendar days thereafter. If the Superintendent/CEO or designee fails to hold the required meeting or provide a written decision within ten (10) calendar days, the employee may proceed to file at Level 3.

Level 3

If the employee is not satisfied with the disposition of the grievance at Level 2, or if no meeting was held or decision rendered within the required time periods specified in Level 2, the employee may within ten (10) calendar days file the grievance in writing with the SFIS Board. Within thirty (30) calendar days following the receipt of the grievance, the SFIS Board shall conduct a hearing on the grievance at which time the employee and the Principal or Supervisor and the Superintendent/CEO may present evidence to the Board. Within ten (10) calendar days following the hearing, the Board shall render its decision in writing to the employee and the Superintendent/CEO. The decision of the SFIS Board is final.

D. Miscellaneous Provisions

1. If a grievance affects a group of employees, such grievance may be submitted in writing directly to the Superintendent/CEO, and the processing of such grievance may be commenced at Level 2. A group grievance must be submitted within the time limitations set forth in B above.
2. The employee shall utilize the grievance procedure form attached to this Policy as Appendix A. A supply of grievance forms shall also be on file with the Human Resource Director.
3. All procedural documents and records dealing with the processing of a grievance shall be kept in the separate sealed portion of the personnel file of any of the participants. Any such documents and records may only be opened based upon the written approval by the Superintendent/CEO.
4. SFIS shall make available to the aggrieved person or the aggrieved person's representative all pertinent information, not privileged under the law, in its possession or control that is relevant to the issues raised in the grievance.
5. When it is necessary for an aggrieved person or representative to attend a meeting or a hearing called during the school day, such person(s) shall make advance arrangements with the principal and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
6. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn.
7. No participants in the grievance process shall be retaliated or discriminated against by reason of such participation.
8. The employee and SFIS may be represented at any level of the grievance procedure by an attorney or advocate.

PART V – DISCRIMINATION AND SEXUAL HARASSMENT

Discrimination/Harassment/Sexual Harassment

Discrimination is conduct including words, gestures and other actions which disadvantages a person (or group) based upon the person's or group's age, citizenship, color, creed, disability, ethnic background, national origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, or any other protected characteristic under applicable federal or state law. Personality differences or conflicts, general mistreatment not based on the above-protected categories, or a response to poor performance are usually employee relations issues, not discrimination matters.

Harassment is a pattern of unwelcome conduct which is severe or pervasive enough to create a hostile working or learning environment, which continues after the harasser knew or was informed that the conduct was unwelcome, and which is based on a person's or group's age, citizenship, color, creed, disability, ethnic background, national origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, or any other protected characteristic under applicable federal or state law. Petty slights, annoyances, and isolated incidents (unless extremely serious) may not rise to a level of harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature if:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission or rejection to such conduct by an individual is used as the basis for employment decisions or academic performance; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive environment.

Sexual harassment must be so severe or pervasive as to create a hostile working environment.

Procedure:

- (1) **Reporting.** All students, employees, non-employees and community members have a responsibility to maintain a positive learning, work and school environment by reporting all incidents or suspected incidents of discrimination and/or harassment. If a student or group of students believe they have been harassed or discriminated against, the student must immediately report the incident to a counselor, teacher or principal, and that person must immediately report the complaint to the Superintendent/CEO to initiate an investigation. Any complaint of harassment or discrimination must be made in writing within thirty calendar days from the date of the alleged harassment or discrimination.
 - a. Employees who become aware of or are subject to inappropriate conduct, discrimination or harassment are encouraged, if reasonable, to inform the person engaging in the unwanted conduct that such conduct is offensive and must cease.
 - b. The employee must immediately report, in writing, the situation to his or her

supervisor. False, malicious or frivolous complaints may result in disciplinary actions.

c. Supervisors who learn of alleged incidents of discrimination or harassment must immediately report directly to the Superintendent/CEO. Any supervisor who fails to report allegations of discrimination or harassment may be subject to discipline, up to and including termination.

d. Any complaint of harassment or discrimination must be made immediately.

- (2) **Investigations and Response.** The school will take prompt action to investigate allegations of discrimination or harassment. If the School concludes that harassment or discrimination has occurred, the School will take immediate and appropriate corrective action. Any employee found to have engaged in unlawful or otherwise improper discrimination, harassment, or other prohibited conduct will be subject to appropriate discipline, up to and including termination.
- (3) **Privacy Rights.** School intends to keep complaints and information obtained during an investigation confidential. However, an individual's right to confidentiality must be balanced with School's obligations to investigate complaints, cooperate with police investigations or legal proceedings, or to take appropriate disciplinary actions. Therefore, the School retains the right to disclose the identity of parties and witnesses in appropriate circumstances.
- (4) **Non-retaliation.** School prohibits retaliation against any person because that person has asserted, or has assisted another person in asserting a discrimination or harassment complaint with the School or with any state, tribal, or federal agency, or because that person has testified or participated in any manner in an investigation, proceeding or hearing concerning a complaint of discrimination or harassment.

PART VI – DRUG/ALCOHOL TESTING POLICY

CHAPTER 1 – PURPOSE

The purpose of the Drug/Alcohol Policy is to ensure that the St. Francis Indian School meets relevant Federal and Tribal Drug-Free Workplace requirements and to ensure that clear policies and procedures are in place to govern the handling of employees whose job performance problems are related to drug/alcohol use.

CHAPTER 2 – GENERAL STATEMENT OF POLICY

The safety of the students and employees of St. Francis Indian School is of paramount concern to the School Board; and, therefore, it will be the policy of the St. Francis Indian School to provide a safe learning, living and working environment, free from the use of drugs or alcohol.

The School Board will not tolerate the unlawful use, manufacture, possession, sale or distribution of any illegal drugs by an on-duty employee while doing his or her assigned duties on school property. School property will include the worksite, parking areas, housing areas, vehicles or any site where SFIS business or activities are conducted.

When an employee has consumed alcoholic beverages or illegal drugs off of school property and/or before a school function, the employee will not be allowed on school property nor will the employee be allowed to participate in the school function.

Any person employed by, or who contracts with, SFIS who violates this policy will be subject to disciplinary action up to and including termination.

CHAPTER 3 – PROCEDURE

The St. Francis Indian School will conduct Drug/Alcohol Testing in the following circumstances:

SECTION 1 – MANDATORY TESTING:

SFIS will conduct mandatory drug testing on-site by an independent company. Employees will be given the opportunity to present alternative medical explanations for a positive test, including evidence that medication prescribed by a licensed medical professional for use by the employee was the cause of the positive test result. If an employee receives a positive result, another test will be conducted by Horizon Health Care, Inc., of Mission, SD.

SECTION 2 – PRE-EMPLOYMENT TESTING:

SFIS will conduct Pre-Employment Testing for alcohol and drug use by applicants after an offer has been made for employment. The cost of the test will be paid by SFIS. Before the collection of a urine sample, the applicant will be notified that the sample will be tested for the presence of alcohol and/or drugs. Any applicant testing positive for alcohol and/or drugs, or who refuses to be tested for alcohol and/or drugs, will not be hired.

SECTION 3 – POST ACCIDENT TESTING:

In house Post-Accident Testing will be conducted when an employee is driving an SFIS vehicle or private vehicle to conduct school business and receives a citation under State or Tribal law for a moving traffic violation arising: from an accident where there is a fatality, injury treated away from the scene, or where the vehicle was required to be towed from the scene, or whenever there has been damage to SFIS property. Post testing will be conducted when practicable following an accident involving an SFIS owned vehicle or private-owned vehicles (used to conduct school business), SFIS will test each surviving driver for alcohol and controlled substances.

SECTION 4 – RANDOM DRUG AND ALCOHOL TESTING:

Employees will be subject to random drug and alcohol testing throughout the year. A scientifically valid method for random testing will be employed so that each employee will have an equal chance of being tested each time selections are made.

a. Alcohol: The Human Resource Director will establish a random testing schedule to ensure staff is tested annually. The representative number of individuals tested will be 40% for alcohol use. The Human Resource Director will randomly test employees for alcohol consumption when there is suspicion of intoxication at work or when an accident has occurred using SFIS vehicles or equipment. An employee may be tested when he/she gets called into work despite not being on the schedule. Upon notification of selection for random testing, the covered employee must immediately proceed to the test site.

b. Drugs: The Human Resource Director will establish a random testing schedule to ensure staff is tested annually. The representative number of individuals tested will be 60% for drug use. The Human Resource Director will randomly test employees for drugs when there is suspicion of intoxication at work or when an accident has occurred using SFIS vehicles or equipment. An employee may be tested when he/she gets called into work despite not being on the schedule. Upon notification of selection for random testing, the covered employee must immediately proceed to the test site.

c. Testing. Employees will be notified upon selection. Employees will then report to the collection site for testing. If the test results are negative no further action is necessary. If the test results are positive:

- i. The test will be sent out to the lab for GC MS confirmation and the employee will be suspended for a period of ten (10) days without pay.
- ii. During the 10 day suspension period, the Employee must schedule a drug and alcohol assessment and follow through with the recommendations of the assessment.

Documentation must be submitted to the Human Resource Director and will be treated as confidential medical information.

An employee who refuses to submit to drug and/or alcohol testing will be subject to disciplinary action, including termination. Refusals may be considered a positive test result and will result in the same consequences applicable to an actual positive test.

SECTION 5 – REASONABLE SUSPICION TESTING:

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty will not be allowed to commence job duties and/or will be suspended from job duties pending an investigation and verification of the employee's condition. A drug or alcohol test will be considered positive if the employee is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. The determination of "reasonable suspicion" must be made by a supervisor who is trained in detecting the signs and symptoms of alcohol misuse and drug abuse and must be based upon specific, immediate, and clearly obvious observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Observations must be made preceding, during, or just after the performance of an employee's job duties. All SFIS supervisors must attend the required training.

A written report must be completed by the supervisor within twenty-four (24) hours of the reasonable suspicion testing, detailing the observations of the employee and any recommended actions. Test results confirmed positive will call for disciplinary action up to and including termination of employment.

SFIS staff will require an employee to submit to an alcohol or controlled substance test when there is a reasonable suspicion to believe that an employee has violated the Drug/Alcohol Policy. Tests for alcohol should be administered within two (2) hours and attempts will continue up to eight (8) hours. Tests for controlled substances should be administered within eight (8) hours and attempts will continue up to twenty-four (24) hours. If necessary, the employee will be transported to a drug or alcohol testing site.

Given reasonable suspicion of use or possession of alcohol a device known as Passive Alcohol Sensor (PAS) may be used to check for breath alcohol and can be used with or without a subject's direct participation.

When used without direct participation, it is known as passive breath sampling, as opposed to active testing when the subject blows directly into a mouthpiece or the intake port. Procedurally, we will not vary from our normal course of action when faced with the question of possible consumption. All due process precaution will continue to be in place. Given reasonable suspicion of use or possession, the following steps will occur:

1. Reasonable suspicion will initiate administrative contact with the individual. Reasonable suspicion may include but is not limited to the odor of alcohol on or about the person, slurred speech, etc. The suspected employee will sign a consent form allowing the test to be conducted.
2. The employee will be directed to the administrator's office where he or she will be kept in observation and questioned regarding the concern of alcohol consumption.
3. The employee may at that point, confirm or deny the report.
4. After a period of observation and questioning and the employee denies the consumption of alcohol, the employee will be informed of the less invasive means of detecting breath alcohol and allow the subject to speak/breathe across the intake port of the PAS.
5. The employee will be informed of the PAS result (the sensor either detected the presence of alcohol or it did not).
6. If it is determined the employee is under the influence of alcohol the employee will be requested to leave the school grounds at that time and will be subject to disciplinary action up to and including the possibility of termination.

SECTION 6- RETURN TO DUTY AND FOLLOW-UP TESTING:

If an employee returns to work at SFIS after violating this policy, the employee will be subjected to follow-up testing. Follow-up tests are will be unannounced. At least two (2) tests must be conducted in the first year after an employee returns to duty, one of which must occur within ninety (90) days of the first test. Follow-up test results confirmed positive will be cause for disciplinary action up to and including termination of employment.

A Return to Work Clearance Form must be completed by a structured rehabilitation program before an employee can return to work at SFIS and they must also sign a Return To Work Agreement Form before they are allowed to return to work. These two forms can be obtained from the Human Resource Director and must be signed by the employee, Human Resource Director, Principal or Supervisor and Superintendent/CEO.

After failing a drug test or refusal to test an employee will be tested prior to returning to duty.

- a. Upon returning to work, after the ten (10) day suspension period without pay, the employee will submit to a drug screen on-site and the drug test must be negative.
- b. Upon a negative test, the employee will be allowed to return to work and will be administered unannounced testing for a period of three (3) months thereafter.

- c. A positive test will result in the employee being immediately removed from employment with no grounds for recourse and will not be allowed to reapply for a period of six (6) months.

Copies of the drug testing policy will be provided to all employees. Employees will be asked to sign an Acknowledgement Form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its implementation should be directed to the Human Resource Director.

Administrators, supervisors and all employees will comply and/or ensure compliance with the general and specific provisions of the policy from the effective date forward. Failure to comply will result in disciplinary action up to and including termination of employment.

CHAPTER 4 – EMPLOYEE ASSISTANCE PROGRAM

SECTION 1 – SUPERVISOR RESPONSIBILITY:

Supervisors (Superintendent/CEO and Principals) shall:

1. be alert to poor or declining job performance, absenteeism, tardiness, and other job-related indicators.
2. let the staff member know about this as soon as possible without deciding the medical nature of the problem,
3. follow procedures to assure a request will be met with no danger to job security or promotion maintain strict confidentiality;
4. refer the employee to the Human Resource Director. The Human Resource Director will contact Rosebud Indian Health Service or other mutually agreed consulting facilitates for an appointment for diagnosis and/or treatment. Individual drug testing may be required at this point with reasonable cause, and
5. document the case on a profession accepted the standardized format.

SECTION 2 – STAFF Responsibility:

Staff identified in need of help shall:

1. comply with a referral for diagnosis and cooperate fully with prescribed treatment of therapy, rehabilitation or retraining;
2. acknowledge that continued refusal to admit or failure to respond to this problem including diagnosis and treatment will be handled as any illness resulting in poor/declining job performance, and
3. be aware that termination will result from a refusal of treatment, after-care, and drug testing.

PART VII FRINGE BENEFITS

Chapter 1 – EMPLOYEE BENEFIT PACKAGE:

SECTION 1 – BENEFITS:

Benefits for employees consist of FICA, South Dakota unemployment insurance, if an employee is eligible, worker's compensation, Life, Accidental death and dismemberment insurance. Single health insurance for full-time staff, dental and vision plans, paid leave according to school policy, and a five percent (5%) salary match in the SFIS pension plan. Optial family health, dental and vision benefits are available for additional fees. Other insurance coverage for AFLAC, Globe, etc, is available for additional fees.

PART VIII – CHARACTER INVESTIGATIONS

Chapter 1 – NATIONAL CRIMINAL HISTORY CHECKS

SECTION 1 – POLICY:

Public Law 101-630, Indian Child Protection and Family Violence Prevention Act, Section 408, Character Investigations requires Indian Tribes and Tribal Organizations to conduct an investigation of character including a criminal history check on those individuals who have regular contact or control over Indian children. Public Law 101-647 of the Crime Control Act of 1990 requires background investigations of individuals involved with the provisions of childcare services to children under the age of 18.

It will be utilized to select and employ only those persons whose performance, conduct and suitability will promote the efficiency of SFIS. All offers of employment are contingent on successful completion of background checks. Any misrepresentation, falsification or omissions in any employment information may result in no further consideration for employment. Candidates who fail to disclose accurate and complete information regarding any substantial negative history of criminal convictions may not be considered suitable for hire. The SFIS will also comply with all applicable Tribal and Federal laws to ensure candidates are not discriminated against because of a negative history of convictions.

This policy applies to all tentative selectees and to current employees who are not in compliance with this law. The purpose of background checks is to determine and/or confirm the qualifications and suitability of applicants and employees for the particular position for which they are being considered and to meet the requirements established for individuals having regular contact with or control over Indian children.

A list may be created and maintained, of all positions, the duties and responsibilities of

which involve regular contact with, or control over, Indian children. Minimum standards of character shall ensure that none of the individuals appointed to positions covered by the list have been found guilty of or entered a plea of nolo contendere (no contest) or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under federal, state, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children. All applicants and/or employees will be required to sign appropriate authorizations and consents prior to the performing of any background checks.

All character investigations will be completed by an independent company as designated by the School Board.

SECTION 2 – FINGERPRINT/CHARACTER INVESTIGATION PROCESS

The procedure for fingerprinting issued by the Department of Interior will be utilized. A copy of the procedure can be obtained in the Human Resource Director's Office.

1. A trained designated staff member is assigned to take fingerprints at SFIS. SFIS may contact the trained local law enforcement personnel or BIA personnel to make arrangements for them to take the fingerprints of tentative selectees and all current employees who are not in compliance with P.L. 101- 630.
2. All completed fingerprint cards will be sent to the BIA, Office of Law Enforcement Services or to designated background company approved by School Board.
3. The Superintendent/CEO will receive and review the results of all fingerprint checks. ALL PRECAUTIONS WILL BE TAKEN TO GUARANTEE CONFIDENTIALITY.

CHAPTER 2 – REFERENCE CHECKS

SECTION 1 – RESPONSIBILITY OF THE SUPERINTENDENT/CEO'S OFFICE:

1. When the Human Resource Director issues a candidate referral to the selecting official charged with the responsibility of reference checks a copy of a Guide for Conducting Reference Checks (approved by the Board) will be included and utilized. A copy of this Guide can be obtained in the Human Resource Director's Office. Reference checks must be conducted on the tentative selectee.
2. The Superintendent/CEO's office is available to advise the selecting officials on the handling of any adverse or suitability information developed during the reference checks in accordance with Public Law 101-630, Indian Child Protection and Family Violence Prevention Act, Minimum Standards.

SECTION 2 – RESPONSIBILITY OF THE SELECTING OFFICIAL(S):

The selecting official after receipt of a candidate referral from the Human Resource Director, will review the candidate's job application and decide whether to conduct reference checks on several candidates or only the tentative selectee. The selecting official will then utilize the Guide for Conducting Reference Checks. However, reference checks **must** be conducted on the tentative selectee. ALL PRECAUTIONS WILL BE TAKEN TO GUARANTEE CONFIDENTIALITY.

SECTION 3 – SUITABILITY ADJUDICATION PROCESS;

The Superintendent/CEO or designee will be the adjudicating official and will receive and review the results of the fingerprinting and character reference checks. Before the adjudication is final, the applicant or employee should be provided an opportunity to explain any unfavorable information discovered during the process. The Superintendent/CEO will follow the guidelines (approved by the Board) of the Suitability Adjudication Process. A copy of these guidelines can be obtained in the Human Resource Director's office. ALL PRECAUTIONS WILL BE TAKEN TO GUARANTEE CONFIDENTIALITY.

SECTION 4 – STORAGE OF CHARACTER INVESTIGATION RECORDS:

The Superintendent/CEO or designee will keep character investigation records on file in a locked cabinet in the administration building in the Superintendent/CEO's office.

SECTION 5 – CRIMINAL RECORDS:

Identification (criminal) records from the United States Department of Justice, Federal Bureau of Investigation (FBI) cannot be released. An individual may obtain a copy of his/her criminal history records by writing directly to the Federal Bureau of Investigation, CJIS Division, Attention: SCU1000, Custer Hollow Road, Clarksburg, West Virginia 26306.

School Technology Acceptable Use and Internet Safety Policy (Revised June 26, 2019)

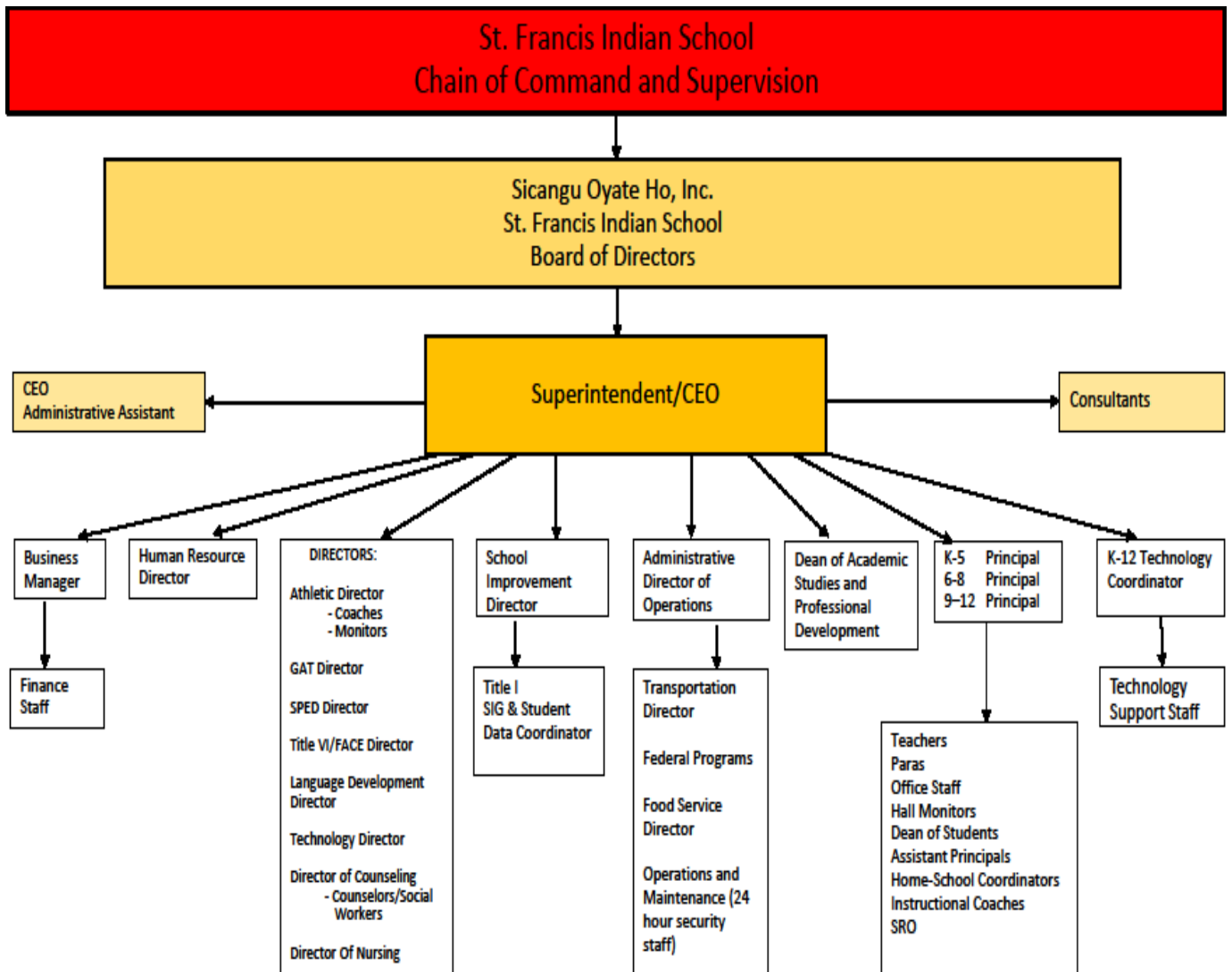
Introduction

The Technology Acceptable Use and Internet Safety Policy is designed to implement and use up to date technology and communication at SFIS. SFIS creates working and learning environments for staff and students with technology and communication enabling it to follow Federal and Tribal regulations and laws, such as The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5). This regulation require schools receiving E-rate assistance to implement certain measures and actions to ensure that students are protected from the risks of accessing inappropriate materials online using school-owned technology devices.

This policy is adopted to address these concerns and federal requirements.

Employee statement of responsibilities is in Appendix C.

APPENDIX A



APPENDIX B

Saint Francis Indian School MEDIATION/GRIEVANCE FORM

NAME: _____ DATE: _____

ADDRESS: _____ PHONE #: _____

Employee's Immediate Supervisor: _____

Description of Concern/Complaint or Issue (attachments may be provided):

Proposed Solution (attachments may be provided):

Signature of Grievant: _____ Date: _____

Mediation

Date Received-Human Resource Director: _____ Initial: _____

Administration Disposition: Granted Denied

Date/Time of Meeting held with Grievant: _____

Reason: _____

Signature of Mediator: _____ Date: _____

Date Received-Grievant: _____ Initial: - _____

Superintendent/CEO

Date Received-Superintendent/CEO: _____ Initial: _____

Superintendent/CEO disposition: Granted Denied

Date/Time Meeting held with Grievant: _____

Reason: _____

Signature of Superintendent/CEO: _____ Date: _____

Date Rec'd-Grievant: _____ Initial: _____

SFIS Board

The grievant appeals from a decision of the Superintendent.

Date Received Board Chairman: _____ Initial: _____

SFIS Board Disposition: Granted Denied

Date of Board Meeting: _____

Reason:

Signature of Board Chairman: _____ Date: ____z_____

Date Received-Grievant: _____ Initial: _____

APPENDIX C

SCHOOL TECHNOLOGY ACCEPTABLE USE AND INTERNET SAFETY POLICY

EMPLOYEE STATEMENT OF RESPONSIBILITIES

Staff Expectations

I have read, understand and will follow the Technology Acceptable Use Policy as adopted by the Saint Francis Indian School Board of Education. If I break this agreement, the consequences could include suspension of computer privileges and/or disciplinary action. I also understand the school network and email accounts are owned by Saint Francis Indian School and that Saint Francis Indian School has the right to access any of the information used through the mediums provided through the school at any time.

Any School Electronic Communications Device (ECD) which is assigned to an employee will be used primarily in support of education and research consistent with the educational objectives of the School. Damage to an ECD must be reported to the Technology Department staff as soon as possible. The employee's Supervisor will determine if the employee is financial liability for repair or replacement.

Staff Name (please print)

Staff Signature

Date

Staff Notice of Need to Backup Your Files

Please be aware that all documents, pictures, movies, and data need to be saved to cloud services such as Google Drive and Dropbox. When staff desktop/laptop computer or other electronic communication devices require service, devices may be picked up and exchanged. Staff may not have the opportunity to save or transfer local data upon the exchange.

Staff Signature

Date

APPENDIX D



Sicangu Oyate Ho, Inc.

St. Francis Indian School

PO BOX 379 • 502 E. WARRIOR DRIVE • ST. FRANCIS, SOUTH DAKOTA 57572

It is the policy of the St. Francis Indian School to provide a drug free work environment. The unlawful manufacture, distribution, possession or use of a controlled substance by an employee in the workplace is prohibited. Any employee who is convicted of a violation of a criminal drug law statute occurring in the workplace or who admits in a court of law to the commission of such a criminal drug law violation whether such an admission results in a conviction, may be subject to appropriate disciplinary action up to and including termination.

In addition, the employee may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program.

For purposes of this policy, the workplace shall include any approved location when work is assigned by the appointing authority is performed by an employee. Conviction means finding of guilt including a plea of nolo contendere or imposition of sentence. Criminal drug statute includes either a Federal, State, or Tribal criminal statute which prohibits the manufacture, dispensing, possession or use of any controlled substance.

Each employee shall be given a copy of the St. Francis Indian School drug free workplace policy. Whenever St. Francis Indian School Personnel office receives notice that an employee has been convicted of a criminal drug statute violation in the workplace the St. Francis Indian School Personnel office shall notify the appropriate government agency within ten (10) days after receipt of such notice.

Within thirty (30) days of receiving notice that an employee has been convicted of a criminal drug statute violation in the workplace the St. Francis Indian School Personnel office shall take appropriate disciplinary action against the employee up to and including termination or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program.

I HAVE READ THE ABOVE IN ITS ENTIRETY AND UNDERSTAND IT CONTENTS.

Employee

Date

Witness

Date

♦ADMINISTRATION (605)747-2299♦HIGH SCHOOL/MIDDLE SCHOOL (605)747-2298♦LOWER ELEM. (605)747-2297♦
♦UPPER ELEM. (605)747-2999♦O&M DEPT. (605)747-2457♦TRANSPORTATION DEPT. (605)747-2296♦

APPENDIX E

ST. FRANCIS INDIAN SCHOOL

AGREEMENT OF CONFIDENTIALITY & ACCEPTANCE OF CONDITION OF EMPLOYMENT

I, _____, presently employed by or currently accepting employment with Sicangu Oyate Ho, Inc. d.b.a. St. Francis Indian School, do here by accept, consent, and agree to be subjected to the following as a condition of employment:

1. I understand that during the course of my employment, I may acquire knowledge of materials, procedures and information. The information may be in the form of verbal, written, digital formats, printed or recorded on video or audio media. This information may not be disclosed to anyone outside of St. Francis Indian School except as required as part of the ordinary course of my employment duties.
2. I agree not to remove any records, files, reports or other confidential or privileged information from the Workplace without prior written permission of the information from the Superintendent/C.E.O. and/or immediate supervisor. Further, I agree that no records, files, reports or other documents may be photocopied, hand-copies, or copied electronically for removal from the workplace, except with prior written permission of the Superintendent/C.E.O. and/or my immediate supervisor.
3. I understand and agree not to divulge to anyone any information, which may reflect negatively on my Employer or any employee, representative or consultant to the St. Francis Indian School including but not limited to financial, internal records, reports, investigations, disciplinary matters and other similar items.
4. I further understand and agree that should my employment cease for any reason, any breach of this Confidentiality Agreement, prior to or after my termination, will result in the consideration process of my future eligibility for employment.
5. I agree that I am signing this Confidentiality Agreement with full knowledge that any breach of the preceding will be reasonable grounds for immediate disciplinary actions being taken against me, up to and including the termination of my employment.
6. I understand and agree that this Confidentiality Agreement supersedes and negates any prior authorization for access to confidential or privileged information not directly related to the scope of my job; and that it supersedes and negates any prior authorizations to release confidential or privileged information. New authorizations to access information may be needed.

This agreement is made this _____, day of _____, 20____, between the Sicangu Oyate Ho, Inc. and me.

EMPLOYEE NAME (PRINT)

SIGNATURE

REC'D BY (Initial); _____

Date: _____