

**SECTION 3 - PERSONNEL**

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### **3.01 PERSONNEL GOALS AND OBJECTIVES**

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

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

Personnel Goals:

1. To recruit and employ the highest qualified personnel to staff the school system.
2. To provide appropriate compensation and benefits for staff.
3. To develop and implement personnel Assessment processes which will contribute to improvement of staff capabilities and the learning program.
4. To provide in service training programs for all employees to improve the educational program and assist each staff member's career aspirations.
5. To assign personnel to ensure they are utilized effectively.
6. To provide a climate producing high staff performance, morale, satisfaction and retention.

### **3.02 PERSONNEL VALUES**

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

### **3.03 EQUAL EMPLOYMENT OPPORTUNITY**

Every employee of Little Wound School shall have equal employment opportunities regardless of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, or disability. Native American preference shall apply. Federal Title VII of the 1964 Civil Rights Act, as amended, ADEA, and other employment laws are not applicable to tribal schools but may apply to the administration of some programs. Little Wound School reserves the right to defend itself against any and all claims accordingly. Two weeks prior to the start of the school year, the School Administration shall place an announcement with the local news media concerning the Little Wound School policy on nondiscrimination.

The School shall coordinate Title IX, Affirmative Action, and the Americans with Disabilities Act compliance activities. For personnel discrimination complaints, employees shall contact the Human Resources Officer and/or Principal. They may also contact the Kansas City Office, Office for Civil Rights, Department of Education, One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106; Telephone: 816-268-0550, or the BIE Office for Civil Rights, Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Ave., SW, Washington, D.C. 20202-1100; Telephone: 1-800-421-3481.

#### **3.03.01 Reasonable Accommodations Policy and Procedures**

Employees or applicants for employment with disabilities may request reasonable accommodation using the procedures set forth in this section. The School complies with the requirements of 42 U.S.C. § 12101 *et seq.* regarding reasonable accommodations for qualified individuals with disabilities. The School shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless the School determines that the accommodation would impose an undue hardship on the School's operations. The School may not deny employment to a qualified employee or applicant with a disability if the basis for the denial is the need to make reasonable accommodations to the physical or mental limitations of the employee or applicant.

##### **3.03.01.01 Definitions**

1. **Qualified Individual.** The term "qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or applies for. For the purposes of this policy, consideration shall be given to the School's judgment as to what functions of a job are essential, and if the School has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

2. **Disability.** The term "disability" means: a physical or mental impairment that substantially limits one or more major life activities of such individual. The School may

request evidence confirming the existence of the impairment, such as confirmation from a qualified health professional that an impairment exists. Any impairment that is expected to last less than 6 (six) months is not a disability for purposes of this policy. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

**3. Reasonable accommodation.** A reasonable accommodation is a change in an employee's work environment, work schedule, or job functions necessary for the employee to successfully perform the essential functions of the job they are hired to perform. Reasonable accommodations may include, but are not limited to:

- a. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and
- b. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

**4. Undue Hardship.** The term "undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors:

- a. The nature and cost of the accommodation requested;
- b. The overall financial resources of the School impacted by provision of the reasonable accommodation; the number of persons employed at such School; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the School;
- c. The overall financial resources of the School; the overall size of the School with respect to the number of its employees; the number, type, and location of its facilities; and
- d. The type of operation or operations of the School, including the composition, structure, and functions of the workforce of the School.

### **3.03.01.02. Procedures for Requesting a Reasonable Accommodation**

1. Any employee or applicant for employment may request a reasonable accommodation by filing a written request with the School Human Resources Officer. If the applicant or employee is unable to file a written request, the request may be made verbally to the Human Resources Officer and the Human Resources Officer will assist the individual with completing the Request Form. The request should include:
  - a. The nature of the disability and documentation that the individual does have a disability. A statement from a health care provider does meet this requirement and may be requested by the School; and
  - b. The reasonable accommodation(s) requested. (Examples: change in work schedule, eliminating specific job duties, modification of work location or work environment).

2. The Human Resources Officer will meet with the Principal within three (3) working days of the date an individual files a request for reasonable accommodation to review the request, the job description and essential job functions, and the impact of the requested accommodation on the School's operations. The Principal and Human Resources Officer may request a meeting with the individual to engage in an interactive process of sharing information needed for the School to make a decision on the reasonable accommodation requested, and to explore any other possible reasonable accommodations that may assist the applicant in their ability to perform the essential job functions. The Immediate Supervisor of the employee or applicant for employment may be included in the meetings if the Principal determines their participation is essential to make the determination on the request.
3. Within five (5) working days of the date the reasonable accommodation request is filed, the Principal will make a decision to grant or deny the reasonable accommodation requested and any other reasonable accommodation(s) considered by the School. The decision will be in writing and will be provided to the applicant. The School shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless the School determines that the accommodation would impose an undue hardship on the School's operations.
4. If an employee or applicant for employment requesting reasonable accommodation is not satisfied with the decision on their request, they have the right to appeal the decision to the School Board pursuant to the Staff Grievance provisions set forth in Section 3.08 and the right to an Appeal as set forth in Section 3.10.
5. Copies of requests for reasonable accommodation and documentation of the decision shall be filed securely.

### **3.04 INDIAN AND VETERAN PREFERENCE**

In accordance with the provisions of federal statutory and case law, Little Wound School shall give preference in employment and training opportunities to qualified tribal members and Native Americans. In determining level of qualification, Little Wound School shall assign a weighted point factor selection system that assigns a value to the Indian status of the applicant, if the applicant chooses to self-identify as such. The weighted point factor selection is as follows:

10 pts. Enrolled member of the Oglala Sioux Tribe.

8 pts. An enrolled Indian who is a member of a tribe other than the Oglala Sioux Tribe. An individual must be capable of proving their membership in a federally-recognized Indian tribe by providing an enrollment number, enrollment certificate, or other acceptable means of showing membership as established under tribal law.

Although not obligated to do so under the law, Little Wound School shall also give preference in initial hiring to honorably discharged veterans of the Armed Forces of the United States. In determining level of qualification, Little Wound School shall assign a weighted point factor selection system that assigns a value to the veteran status of the applicant, if the applicant chooses to self-identify as such. The weighted point factor selection is as follows:

10 pts. Honorably discharged veteran of the Armed Forces of the United States.

An individual must be capable of proving their veteran status through a DD214 document from the Veteran's Administration.

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

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

### **3.06 STAFF DEVELOPMENT OPPORTUNITIES**

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

### **3.07 PERSONNEL DISCIPLINE**

The Board endorses a policy of progressive discipline in which employees are provided with notice of deficiencies and an opportunity to improve. The progressive discipline procedures may be applied to an employee who is experiencing a series of problems involving job performance and/or behavior.

Types of disciplinary action:

- Verbal warning - notification and warning to employee.
- Written reprimand - formal notification in writing to employee.
- Suspension - loss of work and wages for a specified number of hours or days.
- Termination - termination of employment.

The Board reserves the right to immediately go to more serious discipline than warranted by the progressive discipline procedures if the Board determines such discipline is warranted. In



cases involving serious misconduct, every employee may be subject to immediate suspension by the Superintendent and/or immediate dismissal by the Board.

Employees, excluding substitutes or temporary employees, who believe they have been disciplined too severely or without good cause may use the grievance procedures. Grievance procedures are not available to staff whose contracts have not been renewed, if the grievance is related to the non-renewal, or to any at-will employees who have been terminated or suspended with pay.

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

1. Failure to conduct performance evaluation on an employee under their supervision.
2. Acts or behaviors that violate the accepted standards of community behavior affecting the workplace.
3. Abuse of authority.
4. Creating discord among employees.
5. Smoking or use of tobacco in any form inside the smoking boundaries.
6. Serious personal misconduct which bring the organization into dispute.
7. Unauthorized/Excessive absenteeism or tardiness.
8. Misuse of the school leave policy.
9. Job Abandonment: Missing one (1) day of work without personally contacting their immediate supervisor.
10. Neglect of duty.
11. Insubordination.
12. Disloyalty (public statements not supporting the policies of the school) during working hours.
13. Sexual harassment of an employee or student.
14. Circumventing any school policy and procedure.
15. Threatening, bullying, or intimidating harassment of employees, students, or visitors during work hours.
16. Causing physical injury to students or employees of the school.
17. Endangering the safety of employees or students.
18. Unethical or immoral involvement with students prohibited by professional and community standards.
19. Failure to carry out assigned duties.
20. Failure to provide adequate supervision of students.
21. Retaliation against an employee.
22. Stealing or destroying school property.
23. Misuse of school materials, supplies, or equipment.
24. Misuse of school vehicles, i.e., personal use of school vehicles.
25. Violating traffic laws while operating a school vehicle.
26. Misuse, conversion, or embezzlement of school funds.
27. Positive alcohol/drug screening result.
28. Violation of LWS Drug Free Workplace policy.
29. Drinking or using alcohol or other illegal or illicitly obtained prescription drugs while performing job duties during hours of employment or at any school sponsored activity.

30. Creating or influencing nepotism or favoritism in employment activities.
31. Breach of confidentiality.
32. Creating or being involved in workplace violence.
33. Driving a school vehicle while under the influence of alcohol or illicitly obtained prescription drugs or illegal drugs.
34. Conflict of interest with intended personal gain.
35. Falsification of required reports.
36. Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons.
37. Conviction of a felony under the Major Crimes Act.
38. Non-compliance with the Code of Ethics.
39. Using social media to defame school employees, students or school board.
40. Failure of a supervisory employee to enforce any or all of these policies.
41. Breach of confidentiality of execution session of the School Board.
42. Falsifying credentials or application for financial/personal gain.

The supervisor shall utilize the following procedures, **unless** the violation involves serious misconduct, if an employee violates policy:

#### Step 1. Verbal Warning

1. Meet with the employee to discuss the matter.
2. Inform the employee of the nature of the problem and the action necessary to correct it.
3. Documentation that a verbal reprimand has occurred and shall be maintained by the supervisor, employee, and a copy filed in the employee's personnel folder.

#### Step 2. Written Reprimand

1. Have another meeting with the employee to discuss the matter.
2. Issue a written reprimand to the employee that shall include the reason(s) for the action, the expected improvement and a timeline for improvement.
3. The supervisor shall warn the employee that a third incident may result in their suspension.
4. A copy of the written reprimand shall be filed in the employee's personnel folder, and a copy given to the employee.

#### Step 3. Suspension

1. Hold a third meeting with the employee to discuss the matter.
2. Recommend suspension of the employee from work to the Superintendent.

3. The Human Resources Director shall issue a written recommendation letter for suspension to the employee with concurrence of the Superintendent. The letter shall include the reason(s) and the dates of the suspension.
4. The Human Resources Director shall warn the employee that another Incident may result in termination.
5. 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.

#### Step 4. Termination

1. Hold a fourth meeting with the employee to discuss the matter.
2. Recommend termination of employment to the Superintendent.
3. Provide all written documentation concerning the employee to the Superintendent.
4. The Superintendent may proceed with the recommendation for termination of the employee's contract to the Board.
5. If termination is approved by the Board, the Human Resources Director shall issue a letter of termination to the employee and shall include the reason(s) for the disciplinary action.

Three or more written reprimands in an employee's personnel folder may be grounds for immediate suspension with recommendation for termination to the board.

### **3.08 STAFF GRIEVANCE**

A grievance is defined as a complaint of an employee, whether contract or at-will, excluding substitutes or temporary employees, concerning interpretation or application of an employment related policy, rule or regulation by supervisors or fellow employees. Grievance procedures are to be available to the employee until exhausted under policies and procedures of Little Wound School, if filed according to the timeline. Any information concerning an employee grievance is to be held in strict confidence by Little Wound School administration, staff, and by the grieving employee.

Employees cannot grieve an administrative suspension with pay, a contract non-renewal, or a termination or failure to hire or rehire an at-will employee.

#### Informal Grievance

Employees must attempt to informally resolve their complaints prior to filing a formal

grievance, except that an employee alleging discrimination on the basis of disability may proceed directly to a formal grievance. This shall be accomplished by contacting the employee's immediate supervisor within five (5) regular business days after the incident giving rise to the grievance, or if the supervisor is the subject of the complaint, then contacting the next supervisor in line. This process shall continue until the grievance is received by the Superintendent. Supervisors are required to address an informal grievance received within three (3) business days of receipt of the informal grievance. At each level the employee will be required to provide written documentation and the supervisor will be required to issue a decision in writing on the informal grievance. The complaint will be heard and attempted to be resolved to the employee's satisfaction. If the employee fails to timely follow the informal grievance, the employee shall be prohibited from filing a formal grievance.

### Formal Grievance

If the employee is not satisfied with the informal resolution, then the employee must file a formal grievance with the Human Resource Office of Little Wound School. The formal grievance must be received by the Human Resource Office within ten (10) regular business days from the date of the incident giving rise to the complaint, or the employee may not proceed any further within the grievance procedures of Little Wound School. This ten (10) business day limitation includes the informal grievance period, so employees are reminded to file within ten (10) regular business days, even if informal counseling is still continuing. The ten (10) regular business day limitation is counted beginning the day after the alleged incident.

### **3.09 GRIEVANCE COMMITTEE**

Any regular full-time employee of Little Wound School who has filed a formal grievance with the Human Resources Office of Little Wound School may request a hearing by the Grievance Committee or may request that the Grievance Committee make a decision based upon the written record without a hearing.

Grievance Committee shall be comprised of the following individuals:

1. The Little Wound School Human Resources Director. If the Human Resources Director is the subject of the complaint or has heard the complaint while acting as the complainant's supervisor, the currently designated LWS Board member sitting on the Appeal Committee shall select an alternate to act in the place of the Human Resources Director.
2. A member of the administration or supervisory staff not in the same department as the grieving employee.
3. A member of the staff not in the same department as the grieving employee. The administration and staff members shall be selected by the Superintendent of the Little Wound School, or if the Superintendent has a conflict-of-interest, then they shall be selected by the currently designated LWS Board member sitting on the Appeal

Committee.

#### Request a hearing by the Grievance Committee

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

At the hearing, the grieving employee may be accompanied by one personal representative or by an attorney of the employee's choosing (and expense). The grieving employee has the right to present evidence and testimony, cross-examine witnesses, and provide supporting documentation. The rules of evidence and procedure shall not apply, but the Grievance Committee shall require that the hearing be conducted in an orderly fashion, with decorum and respect, and that the hearing be fair and impartial. A tape recording of the hearing shall be taken and maintained by the Human Resources Office. The Little Wound School shall be represented by the Little Wound School attorney, and may hire a hearing officer, if one is necessary. The Grievance Committee may issue an oral decision at the end of the hearing, or it may choose to issue a written decision, which shall be provided to the grieving employee within five (5) business days of the end of the hearing. Its decision shall constitute a final decision of the grievance Committee.

#### Request the Grievance Committee make a decision

If the grieving employee requests that the Grievance Committee make a decision, without a hearing, the Committee will base its decision upon the personnel record of the employee, the personnel record of the alleged subject of the complaint, and written statements of the grieving employee, the alleged subject of the complaint and any other written document requested by the Grievance Committee. The written statements shall be submitted within five (5) regular business days of the date of filing the grievance.

### **3.10 APPEAL COMMITTEE**

If an employee is dissatisfied with the decision of the Grievance Committee, the grieving employee may appeal to the Appeal Committee. The appeal must be filed with the Human Resource Office within five (5) regular business days of the date of the decision of the Grievance Committee. If the employee fails to file timely, their appeal shall be dismissed.

The Appeal Committee shall be comprised of the following individuals:

1. A Little Wound School Board member, appointed by the Little Wound School Board on an as needed basis.
2. A parent of a Little Wound School student, selected by the Superintendent or the Superintendent's designee.

3. A member of the community served by Little Wound School, selected by the Superintendent or the Superintendent's designate. If the Superintendent has a conflict of interest, then the other two individuals on the Appeal Committee shall be selected by the currently-designated LWS Board member sitting on the Appeal Committee. In the event that the School Board Member has a conflict of interest, another board member will be designated by the board.

The Appeal hearing shall be held within thirty (30) calendar days of the date of filing of the appeal by the appealing employee, unless the Appeal Committee shows good cause for an extension of time within which to hold the hearing. The parent and community member may be compensated by the Little Wound School Board at a rate to be set by the Board. The parent and community member shall not be related or have a conflict of interest to the grieving employee.

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

The grieving employee may be represented by a personal representative or an attorney of the employee's choosing and expense. The grieving employee must argue that the decision of the Grievance Committee was legally or procedurally flawed, and not argue or present new evidence.

The Little Wound School shall be represented by the Little Wound School attorney. A grieving employee may request that a decision be made by the Appeal Committee on the record below, without an oral hearing. If a hearing is requested, and the appellant fails to appear, the appeal shall be dismissed with prejudice. The Appeal Committee may issue an oral decision at the end of the appeal hearing, or it may issue a written decision, which shall be provided to the grieving employee within five (5) regular business days of the end of the hearing. The decision of the Appeal Committee shall constitute a final decision of the Little Wound School Board and the Superintendent.

### **3.11 STAFF PROTECTION**

The Board shall support, protect, provide legal counsel, and aid any school employee who is threatened with or suffers physical harm or assault by a student, employee, parent or other person while the employee is acting in the discharge of the employee's duties within the scope of the LWS policies.

### **3.12 DRUG-FREE WORKPLACE**

The Little Wound School Board shall provide for an alcohol and Drug-Free work environment. LWS is committed to assisting employees and administration with multiple issues which may be raised such as family issues (divorce, custody), emotional issues (psychological

disease, depression), physical issues (disability, temporary or terminal health problems), and addiction issues (alcoholism, drug addiction). As part of this commitment, LWS provides the following guidelines to assist in the provision of services and discipline to employees or administrators who abuse alcohol or drugs. For purposes of this policy, the following definitions apply:

1. The workplace shall mean anywhere work is assigned by the appointing authority and is performed by an employee or administrator.
2. Conviction shall mean a finding of guilt, including a plea of nolo contendere or suspended imposition of sentence by a court.
3. Criminal drug statute shall mean any statute adopted by the tribe, state or federal government which prohibits the manufacture, distribution, possession or use of alcohol or a controlled substance.
4. Drugs shall mean the same as defined in Section 3.74(3), Definitions.
5. Alcohol shall mean the same as defined in Section 3.74(3), Definitions.

Any employee or administrator, who is under the influence of, possesses, distributes or manufactures alcohol or drugs in the workplace or on school premises or at school functions or school related activities shall be subject to appropriate disciplinary action, up to and including termination. However, if such use endangers the health, life or safety of the students, staff, parents or others, they shall be immediately suspended with recommendation to the Little Wound School Board for termination from their employment at LWS.

Any employee or administrator who is convicted of a violation of a criminal drug statute, on or off the Pine Ridge Indian Reservation, shall notify the Board by and through the Superintendent, within five (5) regular business days after such conviction.

An employee's failure to notify the Board as required by this section shall result in immediate suspension with recommendation for termination by the Board. Once the Board is notified of such conviction, the Supervisor shall put together a plan of discipline and employee assistance with the help of Human Resources Director and/or school attorney regarding such conviction. This plan must then be submitted to the Board for its input and approval within the thirty (30) regular business days of receiving the notice. Further action shall be taken at the direction of the Board. Within ten (10) regular business days of receiving notice of conviction, the Board must notify federal and tribal agencies with which it has contracts over \$25,000. Abuse of alcohol and drugs is not an acceptable reason for not providing consistent and competent services to the school. Excessive non-attendance and lack of performance due to such abuse may result in discipline, up to and including termination.

### **3.13 ALCOHOL/PRESCRIPTION DRUG USE/ABUSE**

Employees, whether contract or at-will, who endanger the health, life or safety of students, staff, parents, or others while under the influence of alcohol or other drugs while on school property or school related activities shall be immediately suspended with recommendation for termination from their employment at the school.

Abuse of alcohol or other drugs on school premises is not an acceptable reason for not providing consistent and competent service at the school. Excessive non-attendance and lack of performance due to alcohol, drug or inhalant abuse may result in suspension with recommendation for termination of an employee's services at the school.

The selling, distribution, possession, manufacture, or use of alcohol or illegal drugs by Little Wound School staff on the Little Wound School premises will subject the employee violator to immediate suspension from work by the Superintendent, with the recommendation for termination of employment to the Board. Reported incidents of such activity will be turned over to the Oglala Sioux Tribal law enforcement.

The selling, distribution, possession, manufacture, or use of alcohol or illegal drugs by anyone within Little Wound School campus boundaries is prohibited, and reported incidents of such activities will be turned over to the Administration of Little Wound School for further investigation which may result in the involvement of the Oglala Sioux Department of Public Safety.

The HR Director shall notify the supervisor of the employee's participation if this service is used. If not used, the employee shall submit proof of participation in an equivalent program. Employees who believe they have been disciplined too severely or without good cause may use the grievance procedures. Grievance procedures are not available to staff whose contracts have not been renewed, if the grievance is related to the non-renewal.

### **3.14 SEXUAL HARASSMENT**

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

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

1. Any sexual flirtation, particularly unwelcome flirtation, touching, advance, or proposition.



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

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

**REPORTING PROCEDURES:** Any employee who believes they have been the victim of sexual harassment by school personnel should report the incident(s) immediately. Employees shall report any incidents of sexual harassment to their immediate supervisor in writing. If the employee's immediate supervisor is responsible for the harassment, the employee shall report the harassment to the supervisor of the employee's supervisor. The supervisor is then responsible for reporting the information immediately to the Superintendent in writing. An investigation shall be completed regarding said report. The school cannot take appropriate action if it does not receive notice of allegations of sexual harassment. As such, if a report is brought to the attention of any employee, that employee must report it to the employee's immediate supervisor.

Little Wound School has the discretion to take any action necessary to protect staff, students and alleged victims. Possible action may include, but is not limited to, placement on administrative leave of the alleged perpetrator or transfer of the alleged perpetrator and/or alleged victim to another department pending the completion of the investigation. If any regular full-time employee is disciplined due to sexual harassment, the employee may proceed with the established grievance procedures if the employee is dissatisfied. False allegations that are malicious or ill-founded may constitute libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including termination. The Board will, however, ensure that allegations made in good faith by individuals shall not subject the complaining individual to discipline.

### **3.15 STAFF-STUDENT RELATIONS**

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

### **3.16 STAFF CONFLICT OF INTEREST**

No employee shall engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with the employee's duties and responsibilities in the school system or engage in any type of private business during school time or on school property.

An employee shall be disqualified from participation in any selection procedure or personnel action or participation in any student disciplinary action for a member of the employee's immediate family.

"Immediate family member" is defined in the Oglala Sioux Tribe's nepotism/personnel policies as meaning first degree relatives, i.e., father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, grandfather, grandmother or grandchildren.

Employees have the discretion to recuse themselves from participating in disciplinary action if the person to be disciplined is a hunka relative.

### **3.17 STAFF-COMMUNITY RELATIONS**

The Board, the administration and the professional staff have the responsibility to insure community involvement in the development and implementation of the academic and extracurricular programs of the school by:

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

### **3.18 POLITICAL AND LABOR ACTIVITIES**

Employment may not be offered as a consideration for the support or defeat of any political party or candidate for public office including tribal, district, and School Board. Employees have the right, as citizens, to engage in activities which exemplify good citizenship. School property

and time shall not be used for political purposes including, but not limited to, circulating a petition during work hours at the school.

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

### **3.19 PUBLIC APPEARANCES**

Personnel making public appearances not on behalf of the Little Wound School shall take appropriate leave to do so. If appearing on behalf of the Little Wound School, they should represent the school in a positive way. Any personnel making false allegations that are libelous or slanderous of the Little Wound School, or school officials or employees shall be grounds for discipline action, up to and including termination.

### **3.20 SOLICITATIONS AND GIFTS**

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

### **3.21 PERSONNEL RECORDS**

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

1. Job advertisement
2. Job description
3. Application
4. W-4 and I-9 Forms
5. Employment Record-Salary
6. Assessments
7. Employee Contract or Letter of Employment
8. Personnel Actions
9. Valid Certificate of License
10. Transcripts of Credit
11. Diplomas
12. Certificate of Degree Indian Blood
13. DD214
14. Employee Orientation Checklist

15. Employee pay
16. Grievance Procedure
17. Federal, Tribal, and State background check

All personnel records, except the application and performance ratings, are considered confidential and are not open for inspection by unauthorized personnel. Upon the employee's written request, each employee has the right to review their own personnel file and to ask for removal of any unnecessary information from the file.

Documentation of personnel actions may be removed annually from the personnel folder upon the recommendation of the Human Resources Director with Board approval. Documentation of personnel actions resulting from serious misconduct shall be maintained on file with the Human Resources Director.

Personnel records will comply with all applicable laws.

Personnel Records will be retained for a period of seven (7) years after the audit is submitted for the fiscal year in which the employee left employment, or when any investigation into or case related to an audit is completed, whichever is later.

### **3.22 COMPENSATION GUIDES AND CONTRACTS**

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

1. No employee shall be paid less than the federal minimum wage.
2. Salary increases may be given no more frequently than annually to reward efficient work and career development.
3. No employee shall have their salary and benefits increased unless approved in advance by the Board.
4. No supervisor will be paid less than employees under their supervision. Salary adjustment shall be made.

#### **a. Salary Schedules**

Salary and wage schedules will be reviewed every three (3) years. Any adjustments made to salary and wage schedules will be based on the overall financial status of the school.

#### **b. Salary Increases**

At the discretion of the LWS Board with salary considerations, salary increases may be granted annually for one of the following reasons: Step increase, educational attainment, or cost

of living. The Superintendent, in consultation with the Business Manager, shall make recommendations to the Board.

Official college transcripts shall be on file with the Human Resources Director before the first payment is received after employment begins in order to receive a salary increase based upon completion of college courses, except for summer school classes that are completed before the beginning of school if proper proof of completion is submitted to the Human Resources Director. Only credits toward a graduate level degree may be used to advance on the teacher salary schedule. *See also* Section 3.66-Educational Leave.

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

**c. Entrance Salary**

Salary granted to new employees will depend on performance assessment of education, experience, and qualifications. New employees, other than certified teachers, may bring in four (4) years of related outside experience. Certified teachers may bring in (8) years of related outside experience. If the employee is a former Little Wound School employee, all previous experience at the school may also be used to determine entrance salary if such experience is directly related to the position hired for.

The Business Manager's salary is negotiable.

**d. Temporary Employment Salary**

Salary for temporary employees will be based on established rates approved by the Board annually. Temporary employees shall not work more than 29 hours per week. Supervisors are required to monitor time to assure hours do not exceed 29 hours per week.

**e. Substitute Salary**

Payment for substitutes will be based on established rates approved by the Board. Substitutes shall not work more than 29 hours per week. Supervisors are required to monitor time to assure hours do not exceed 29 hours per week.

**f. Compensatory Hours**

Compensatory hours are all hours that the employee is required to work from the organization. This shall also include time during which the employee is necessarily required to be on the employer's premises, on duty or at a prescribed workplace.

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

At the discretion of the Superintendent, salaried (*exempt*) employees may be compensated for time worked or required to work that exceeds their daily required work hours. These employees must have prior approval from their supervisor or Superintendent prior to performing work after regular work hours.

**g. Premium Pay Hours**

The School Board has approved holiday premium pay, and may approve other forms of premium pay for specific employee positions by motion or resolution subject to the following limitations:

- i. Holiday Premium Pay: The School shall pay employees who are required to work on a holiday their rate of pay, plus holiday premium pay at the rate of 2 times the basic rate of pay, for each hour of holiday work.
- ii. Night pay: Night pay is paid to an employee for regularly scheduled work performed at night. It is computed as a percentage of the employee's rate of basic pay not to exceed ten percent (10%) of the basic rate of pay for hours worked after 6 p.m. and before 6 a.m.
- iii. Sunday premium pay: Sunday premium pay is paid to an employee for regularly scheduled, non-overtime, basic 8-hour workday for work performed on a Sunday. It is computed as a percentage of the employee's rate of basic pay not to exceed twenty-five percent (25%) of his or her rate of basic pay for work performed on a Sunday.
- iv. The School Board may approve standby duty pay for an employee in a position requiring the employee to remain at, or within the confines of, his or her duty station during longer than ordinary periods of duty. Standby duty pay applies in lieu of overtime pay for regularly scheduled overtime hours for employees eligible for overtime pay, Sunday pay for Sunday work within the basic workweek, holiday premium pay for holiday work, and night pay for night work. Standby duty pay may not exceed twenty-five percent (25%) of an employee's rate of basic pay.
- v. No employee may receive any form of premium pay authorized by the Board under this section that exceeds 16.2% of the employee's basic rate of pay during a contract year. This cap on premium pay excludes overtime pay paid to employee who is eligible for overtime pay, and any hazardous duty pay paid to an employee.
- vi. The School Board may approve by resolution the payment of hazardous duty pay when an employee faces an elevated degree of risk to their health and welfare that is not a risk intrinsic in their job description and regular duties. Hazardous Duty Pay shall be paid only for hours actually worked performing duties that constitute a hazard, and hazardous duty pay rates shall not exceed twenty-five percent (25%) of an employee's base pay.

**h. Contracts & Employment Agreement**

The Board does not provide for a continuing contract or employment agreement. Other than the Superintendent, all employees, both certified and non-certified, are hired for one (1) year or

less, and their employment is not deemed to be continuing.

Employment Contract: Teachers, counselors, and administrators required to have SD Teacher Certification shall sign an employment contract annually.

Employment Agreement: All other non-certified or at-will employees shall sign an employment agreement annually.

These contracts or agreements shall be on file with the Human Resources Director before employment starts. The Board reserves the right to annually attach such addendum or conditions to offered contracts and agreements as may improve the performance of LWS employees. An annual contract once offered by LWS, must be accepted or rejected, and may not be altered in any way by the employee or by LWS.

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

Hourly wage employees are paid bi-weekly at an hourly rate based on hours of service provided during a two (2) week period. Hourly wage employees who work less than one year may opt to prorate their annual salary and use the same prorated guidelines as instructional staff.

**i. Recruitment and Retention Payments**

The Board may authorize by motion or resolution payment of a recruitment signing bonus to new certified teachers, who have not worked at LWS within the previous five (5) years. When authorized by Board action, new teachers will be paid a new teacher signing bonus upon submitting a current SD Teaching Certificate to the Human Resources Director and successfully completing a 90-day probation period. The Board may also authorize payment of a retention bonus for the purpose of retaining staff to returning teachers and staff.

**j. Fringe Benefits**

Fringe benefits for personnel shall be established by the Board on an annual basis and may include: Life insurance, Health Insurance, Dental Insurance, Disability Insurance, Vision Insurance, Retirement, and Annual, Personal or Sick Leave.

The Board shall have the authority to authorize a Fringe Benefits Committee whose purpose is to make recommendations on employee fringe benefits no less than annually to the Superintendent and the School Board pursuant to a Committee Charter adopted by the Board.

### **3.23 POSITION CLASSIFICATION**

The Superintendent shall annually develop and recommend to the Board personnel organizational plan for all positions at the annual meeting. The Superintendent shall be responsible for the operation and maintenance of the position classification plan for the school. The Board considers all positions vital to the smooth functioning of the school system and requires all employees to work together as partners to provide the best learning situation for students of the school. Only those positions approved by the Board will be used. Only the Board may create or abolish a position. The purpose of the position classification plan shall be to:

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

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

1. An appropriate classification of each kind and level of work.
2. A description of the duties and responsibilities of each classification.
3. A statement of the knowledge, skills, and abilities generally needed to perform the work.
4. A statement of any special qualifications necessary to enter the position.

#### **Procedure**

All requests for new positions will be made to the Superintendent who may either approve or disapprove the request considering the budget and need. If the Superintendent approves the request, the request shall be submitted to the Human Resources Director who shall then work with the supervisor to develop a job description. Once the job description is written, the Human Resources Director will compare the qualifications to the established plan to establish a pay level to be assigned. The request will then be submitted to the Board for approval. If approved, the Human Resources Director will take action to fill the position.

#### **Position Reclassification**

When the duty assignments of an employee have changed substantially as to the kind and level of work, the supervisor may initiate a request for change in the job title or pay class level in writing to the Superintendent. The request should outline the reasons why the supervisor feels change is needed. Such reclassification of position is not required to be advertised.



Reclassification will take effect the ensuing contract year.

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

### **3.24 DEFINITION OF EMPLOYEE**

An employee is defined as an individual who has signed an agreement with and who performs work for Little Wound School, who works under the supervision of someone in the organization, and who utilizes the resources of the organization to perform these functions. The classes of employees are defined as follows:

#### Regular Employees:

Those employees who work at least thirty hours per week and who maintain regular employment status under an employment contract or agreement. All regular full-time employees are eligible for all employee benefits, annual leave, holidays, and sick leave benefits. These employees may utilize the grievance procedures.

There are two types of regular employees:

1. Support Employees: Those employees who provide support services to the educational programs and who are not required to be certified by SD Teacher Certification. This includes hourly wage employees.
2. Certified Employees: Those employees who must have an SD Teacher Certificate as a teacher, counselor or administrator in order to maintain their employment with Little Wound School. Any failure to renew or obtain certification before the first day of the school year constitutes a breach of the terms and conditions of the contract. If certification is not in place before the first day of the School Year, the contract will automatically terminate unless:
  - a. The employee proves documentation from SD Teacher Certification that an application for certification is in process; or
  - b. The LWS Board conditionally the employee to continue work based on the lack of any available certified personnel, and the LWS complies with all required tribal, federal, and state laws and regulations.

#### Temporary Employees:

An appointment which does not exceed ninety (90) days, and which includes, but is not limited to, substitute teachers and staff. Temporary employees will not work more than 29 hours per week. After 90 days, the supervisor must provide justification of need to continue the appointment. The continued employment will be contingent on funds and board approval.

However, the Board or Superintendent shall have the right to extend a temporary employee's appointment beyond the (90) days if school needs require it. These temporary employees shall not be eligible for employee benefits, including but not limited to, leave, holiday pay, and insurance or retirement benefits. These employees may be dismissed with or without cause at any time. These employees may not utilize the grievance procedures except in the event that the grievance is related to alleged discrimination on the basis of disability.

Contractors:

All contractors are not employees of Little Wound School.

**3.25 PERSONNEL QUALIFICATIONS AND DUTIES**

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

1. Each position in the organization shall have a job qualification requirement established.
2. The Human Resources Director will be responsible for assuring that job qualification statements are available for all positions within the organization.
3. The job qualification shall include a statement as to whether the designated position is classified as temporary, professional, etc.

Hiring and selection procedures will be strictly in accordance with job qualifications. Waivers of job qualifications shall only be granted with concurrence of the Board. As a minimum, the job qualifications shall include:

1. Job title and general definition of the job,
2. Educational requirements, including specialized educational skills and education in a specific or specialized area,
3. Experience and related background requirements,
4. Special qualifications and attributes including physical qualifications, licensing or certifications, attitude, behavioral characteristics, emotional and social requirements.

The minimum qualification for employment at the school will be a high school diploma or GED certificate, except for bus drivers who have obtained a Class B or Class C Commercial Driver's License with school bus endorsement.

Teachers shall hold a valid certificate to perform the particular service for which they are hired and have a copy of their certificate placed in their personnel file within 30 (thirty) days of their starting date of work, or receipt of certification application. Failure to do so may result in

suspension of their salary payments. A teacher's/counselor's contract shall be considered null and void if that teacher/counselor does not hold a valid certificate or an approved alternative certificate to perform the service for which they are employed.

Based upon applicable federal law and regulation, a minimum of 48 (forty-eight) college credit hours or a passing score on the ParaPro assessment is required for all Student Assistants.

### **3.26 PERSONNEL RECRUITMENT**

The Human Resources Director is responsible for the recruitment and recommendation to the Board of the best personnel for the school. Anyone who believes they are qualified for a vacant position may submit a completed application to the Human Resources Director.

The job shall be advertised within the school for a period of one (1) week before being publicly advertised.

Vacancies that require advertising shall be advertised by posting in school buildings and throughout the school service area and may be submitted to local, state, and national placement agencies or utilize other methods deemed appropriate by the Human Resources Director.

A job vacancy that requires advertising is defined as a job that has become available and there has been no recommendation for a transfer or a reassignment of a qualified current employee to fulfill such job.

The job that is left vacant shall be advertised.

Public job advertisements will be posted for at least two (2) weeks.

### **3.27 PERSONNEL HIRING**

At the earliest possible date following the closing date of a job announcement, the Human Resources Director shall submit applications to a screening committee. The screening committee may be composed of the Human Resources Director, or designee, supervisor of the position to be filled, a community member, and/or one other supervisory employee. The Human Resources Director shall determine appropriate screening procedures for job announcements advertised as opened until filled.

The purpose of the committee will be to review and rate applications based solely on the information contained in the application and other documentation provided by the applicant. Regardless of when determined, falsifying credentials submitted with application will result in disqualification of application or if employed, immediate suspension with recommendation made to Board for termination. The screening committee will be responsible to carefully rate information contained in the application. Information that is not contained in applications will not be used to rate applications and in no way shall be used against an applicant. Applications that will not be rated are:

1. Applications not meeting job qualifications as indicated in job advertisement.
2. Applications that are not signed by the applicant.
3. Applications received after job advertisement closing date.
4. Applications from former LWS employees who were terminated for disciplinary reasons within one year from date of application.

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

1. If in the opinion of the Human Resources Director, applicants with the highest points shall be required to have at least one interview.
2. Immediate supervisors, the Human Resources Director, the Superintendent and/or the Board may be included among persons who interview an applicant. A supervisor shall not be involved in the selection and hiring process of an immediate family member, nor shall a supervisor be allowed supervise an immediate family member, as defined by LWS policy. Immediate family member is defined in policy sections 1.58 and 3.16.
3. There will be no travel expenses paid to applicants for interviewing.
4. Interviews may be conducted by the telephone or other electronic platform, e.g. skype, zoom, etc.

If in the opinion of the Board, the applicants interviewed for a position are not suitable for the position, the Board may request that the position be re-advertised or other qualified applicants screened for the position be scheduled for an interview.

### Employment Background Check

The Board believes all employees are role models for students and is committed to providing a safe and secure educational and working environment for students and employees. As part of this effort, the Board requires background checks, which includes criminal background checks, for all employees pursuant to P.L. 101-630 and C.F.R. 25 Part 63.

### Definitions

1. Employee includes all regular employees, substitutes, temporary, coaches, advisors, volunteers, contract child services, with significant unsupervised access to students.
2. Criminal History Report is a document generated by the South Dakota Bureau of Criminal Investigation and/or Federal Bureau of Investigation (FBI) after a fingerprint-based search of the state and national criminal history files and/or other state and federal databases designated by applicable law or by the school. It also includes reports from the tribal court on prior criminal proceedings in tribal court.

3. Background Check means information on an applicant or employee that may include, but is not limited to, employment history, fingerprint scans, criminal history reports, employment and residency history, and driving record reports.
4. Prospective Employee is defined as the individual who is selected as the “successful applicant” for a particular position at the school.
5. Adjudicated: is defined as making a comprehensive, common-sense judgement, made after consideration of all the relevant information; favorable or unfavorable.

### Employment Screening

The Board requires background checks on all applicants for employment. Accordingly, the Board requires each applicant to submit to a background check prior to employment or service in the school. However, the applicant may begin working or volunteering while the background check is in process on a provisional basis, if the LWS provides supervision of the provisional employee and ensures that the provisional employee is never unsupervised when in the presence of LWS students.

The applicant shall pay all of the cost of the background check, except as otherwise provided herein. The background check is a condition of employment or volunteering if the applicant is selected as the “successful applicant” for the particular job or volunteer position.

Volunteers with significant unsupervised access to students must also complete a background check but will not be required to pay the cost of the background check.

An adjudication will be completed on all relevant information obtained through the background check to determine if the applicant is suitable for employment with the school.

Upon successful completion of the background check, the provisional employee’s job status will change to a regular employee at the school.

If the applicant or provisional employee is determined to be undesirable for employment with the school based on the background check, the offer of employment with the school will be rescinded and/or the provisional contract shall automatically terminate upon notice to the provisional employee of an unsatisfactory background check. The applicant or provisional employee shall have the opportunity to respond in writing to any information received as a result of the background check. However, applicants or provisional employees with statutory debarment convictions will not be considered for employment.

Upon written request by the applicant or provisional employee to review the background check, the matter shall be submitted for an administrative review. The applicant or provisional employee shall be granted an informal review at which time the applicant or provisional employee may present documentary and/or verbal evidence for review and reconsideration. The decision of the administration regarding this review shall be final.

If an applicant or provisional employee is denied employment due to information obtained through a criminal background check, the applicant or provisional employee shall be given

written notice of reasons for denial and shall have the opportunity to respond to the reasons in writing and to have an informal administrative review.

The legal effect of negative results coming in after the contract/employment agreement has been signed is that the employee's contract/employment agreement shall be considered null and void, as if no employment relationship exists between the employee and the Little Wound School. An employee contract is otherwise binding upon execution/signature by the parties, and enforceable upon execution.

Each current employee and applicant must agree to have his/her fingerprints taken and sign a document of acknowledgment and waiver permitting the school to request a background check of any state or federal criminal history file that the school might deem applicable as a condition of employment or volunteering. Student employees under the age of eighteen (18) years are not required to be fingerprinted.

### Periodic Background Checks

The school shall conduct background checks for all employees every five years.

An employee who is arrested or charged with any of the following alleged offenses shall report the charge or arrest to the Human Resources Officer, or his/her designee, within forty-eight (48) hours or the next business day, whichever is greater:

- any alleged sex offenses;
- any alleged drug-related offenses;
- any alleged alcohol-related offenses;
- any alleged offenses involving children, including any offense against a child, child abuse, child neglect, child endangerment, or contributing to the delinquency of a minor.
- any alleged offenses involving offenses against another the person including, but not limited to, offenses of assault, harassment, abuse, neglect, exploitation, endangerment, kidnapping, murder, human trafficking, rape, sexual assault, or other offenses against another person(s); and
- any alleged offenses relating to the vehicle code or traffic laws for employees who drive motor vehicles as an employment responsibility.

An employee shall report arrests, charges filed, and convictions to Human Resources, or his/her designee, within forty-eight (48) hours or the next business day, whichever is greater.

An employee will be immediately suspended from student supervision responsibilities for offenses which may endanger students during the period of investigation. LWS may also in its sole discretion suspend the employee with or without pay from employment pending investigation.

An employee will be immediately suspended from transporting students for alleged offenses involving alcohol or drugs during the period of investigation and where reasonable cause exists.

The school will provide adequate due process for the employee consistent with school policy, but LWS had the sole responsibility and discretion to determine if suspension of employment pending investigation is warranted based on the facts of each specific case.

Records of arrests and convictions shall be placed in the employee's personnel file and will include final determinations and actions following investigation; and will be maintained only as necessary to protect the safety of students and/or employees and with strict requirements for the protection of confidential employment information.

Any failure to report an arrest or conviction required in this policy, or failure to authorize the school to conduct a background check will result in disciplinary action, up to and including termination pursuant to school policy.

The Board has the final decision on all appointments for employment at Little Wound School. Little Wound School may retroactively approve to hire an employee where the Superintendent has had to act without advance Board approval. The Board reserves the right to select one alternate for any position who will fill a position in the event the selected person declines the job offer or fails to fulfill the probation period.

### **3.28 PERSONNEL ASSIGNMENT**

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

### **3.29 TEMPORARY APPOINTMENTS**

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

### **3.30 PERSONNEL ORIENTATION**

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

awareness, to be placed in their personnel folder.

The Human Resources Director shall be responsible to work with supervisors to ensure all support staff have the required preparation and training as outlined in their job description.

All new personnel unfamiliar with the Oglala Sioux Tribe and the communities on the Pine Ridge Reservation shall participate in an orientation on Lakota values and reservation life.

Supervisors and the Board shall meet annually during the month of August for the purpose of providing them with an orientation as to their roles and responsibilities.

### **3.31 IN-SERVICE TRAINING**

The Superintendent is responsible for administering a needs assessment to identify areas of training and for reporting the results to the Board who shall provide funding annually to accommodate the resources needed to implement pre-service and in-service programs. All employees are required to participate in programs of pre-service and in-service training as scheduled. The Superintendent is responsible for designing and coordinating a pre-service workshop to be approved by the Board prior to implementation.

### **3.32 PERSONNEL PROBATION**

All employees with special contract provisions requiring a ninety (90) calendar day probation period, all new employees and any employees who transfer from one job to another within the school system shall be covered by this policy. Renewed staff are not considered new employees for purposes of probation requirements.

Nature and Purpose: Probation is established to benefit the employee and the school and is a time for personal adjustment, adaptation, learning the job requirements, and the policies and procedures of the school. This 90 calendar day period shall determine if the new employee meets required standards of employment and will be a period when the employee and the employee's supervisor will pay close attention to the employee's job performance and progress.

1. Leave During Probation: Probationary employees are not allowed to use personal or annual leave during this period but may accrue leave. This does not include probationary employees who transfer from one job to another, unless the transfer is involuntarily and due to a disciplinary reason. Exception: New employees required to get a health examination may be provided four (4) hours of administrative leave to take the physical.
2. Promotions During Probation: Employees must complete the probation period before being eligible for promotion.
3. Transfers During Probation: An employee may be transferred during the probation period if such action would benefit the school or the employee. A new probation period will begin on the date of transfer.



4. Salary Adjustments During Probation: Salary adjustments will not be made for a probationary employee who is fulfilling their probationary period. Such adjustment will be made following the successful completion of probation.
5. Attendance of Workshops and Training Sessions/Seminars: Probationary employees are not eligible to attend workshops and training sessions/seminars that are held off of the LWS campus until that employee's probationary period has ended and the employee has been made a regular employee. The Superintendent, upon request of the employee's supervisor, may make exceptions for those probationary employees who must attend training as part of a special project which requires such training.
6. Performance Assessment During Probation: The supervisor shall provide a performance Assessment after thirty (30) days of work during the probation period. Performance Assessments shall be documented and used to determine how the employee is adapting to job requirements, the department, the overall school system, and to recommend for regular employment or termination of employment. If the thirty (30) day performance assessment identifies performance issues, the employee shall be placed on a performance improvement plan, and a follow-up performance assessment shall be conducted prior to the expiration of the probationary period. Assessments are not required in the event a probationary employee is terminated within the 90-day period.
7. Conditions Preliminary to Regular Appointment: The regular appointment of an employee shall begin with the date ending the probation period. The Human Resources Director is responsible for obtaining a written statement from the employee's supervisor containing an assessment of the employee's duties indicating the employee's services during the probation period have been satisfactory and the employee is recommended for regular status. The supervisor shall notify the employee in writing if the appointment is to be made a regular employee and a copy of such notice shall be placed in the employee's personnel file.
8. Dismissal During Probation: Any time during the probation period that an employee fails to successfully adapt to the requirements of the position, the department or the school system, employment may be terminated immediately. The supervisor will make a recommendation to terminate to the Superintendent who will notify the employee in writing of such recommendation and the date services will be terminated. The Board will make the final decision on termination. The employee shall have no right to appeal the Board's decision.
9. Continuing Employment: Those employees whose contract renewals for continuing employment is contingent upon the employee meeting special conditions, as recommended by their supervisor to the Superintendent and approved by the Board, may be placed on a ninety (90) calendar day probation period. All special conditions to employment contracts and agreements must have Board approval.

### **3.33 PERSONNEL SUPERVISION**

The major focus of employee supervision shall be to assist, monitor and support the capabilities of an employee to competently perform their assigned job responsibilities. Employees shall be notified of the identity of their direct supervisor by the Human Resources Director at the time of their initial appointment. The employee's direct supervisor shall approve time and attendance, evaluate, provide technical assistance, consult with, assist in planning, conduct conflict resolution and problem-solving, identify developmental needs and resources, acquire materials, approve/disapprove leave, and assign other duties to the employee. Failure to fulfill these duties may result in discipline up to and including termination.

### **3.34 PERSONNEL PERFORMANCE ASSESSMENT**

The LWS Board requires annual performance evaluations of all employees to create and maintain an environment of excellence. The performance evaluation program has been established to enable each employee to receive feedback on the employee's job performance and, if needed, to assist the employee to become more effective in their position.

The principal objectives of performance evaluation are to:

1. evaluate and improve performance,
2. facilitate mutual feedback and communication between the employee and the supervisor,
3. plan professional development and training,
4. ensure position descriptions are accurate, and
5. provide a basis for continued employment recommendations.

Responsibility: The direct supervisor shall conduct a mid-year and an end-of-the-year evaluation of the employee's job performance and has the responsibility for evaluating the employee's job performance, and if the need arises, hold periodic coaching sessions with the employee to discuss ways to improve current job performance.

Performance Assessments of employees who have been employed for less than five (5) years shall be conducted twice annually as follows:

1. Mid-Year Review: November – January
2. End of Year Review: April – June

Performance Assessments may be conducted more frequently at the discretion of the immediate supervisor for any employee who has been identified as having performance issues in a performance assessment. Performance assessments of employees who have been employed for more than five (5) years shall be conducted annually.

Procedures: All full-time employees will be evaluated annually using the employee evaluation form provided by the Human Resources office.

The supervisor shall interview the employee being evaluated and go through each item with the employee. The employee will review the completed evaluation, add any comments the employee may wish to make, and sign the form. The supervisor will then also sign the form.

During the evaluation, any “Unsatisfactory,” or “Needs Improvement,” ratings must be discussed and documented in the “Comments” section of the evaluation form, describing why performance is not satisfactory along with special improvement measures on how performance can be improved. The employee may make any written comments on the evaluation form prior to signing it. If needed, the supervisor will arrange a follow up meeting with the employee, to resolve differences of opinions that came up during the initial meeting.

Completed and fully signed forms will then be sent to Human Resources with copies routed to the employee and to personnel file.

### **3.35 PERSONNEL PROMOTION**

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

### **3.36 PERSONNEL SUSPENSION**

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

### **3.37 REDUCTION-IN-FORCE**

A reduction-in-force (RIF) is defined as a situation whereby either a position no longer serves the mission or purpose of the LWS, or reductions in funding sources used to support a program have occurred, and staff reductions become necessary. The Board may lay-off an employee for any of the usual reasons for a RIF, or due to conditions that impede its ability to meet employee contract obligations. The Superintendent shall notify all personnel in writing as to their job status in any RIF action taken by the Board.

An employee laid off due to a RIF action may, if it meets the needs of LWS, be given priority in hiring for job vacancies for which they are qualified and if prior job performance was satisfactory. The position offered may be at a salary or under conditions which are less than the former position of the RIFed employee. If a RIFed employee is offered a position, and that RIFed employee rejects it, then LWS shall not give the RIFed employee priority consideration for any further positions. All personnel must keep the Human Resources Director informed of their current mailing address in order for them to be eligible for employment.

### **3.38 PERSONNEL TRANSFER**

Personnel may transfer within the school on a voluntary or involuntary basis, unless position advertising restrictions prohibit such transfer. Transfer may not be used as a means of disciplinary action. Transfers may only be made where a vacant position exists. All transfers shall be approved by the Board.

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

Staff wishing to transfer or to be reassigned to another position within the school shall notify their immediate supervisor of reasons for the request and the position to which transfer, or reassignment is desired. Upon approval by the immediate supervisor, the request is then submitted to the Human Resources Director who shall refer the request to the Superintendent for Board action, who shall make the final decision.

INVOLUNTARY: If an involuntary transfer is in the best interest of the school, the Superintendent may consider maintaining the transferring employee's former salary, pay, or grade, but is not required to do so and is contingent on school budget.

The Superintendent shall request transfers or reassignments of support personnel in the best interest of the school and consider employee preference. The Superintendent may take into consideration the recommendation of the transferring employee's supervisor prior to transfer or reassignment.

If an employee is transferred or reassigned to a vacant or soon-to-be vacant position then the requirement for advertisement of that position is waived by the School Board, and only the position being left vacant by the transferring or reassigned employee shall be advertised. The board may require additional probation for a transferred employee of 30 – 90 days.

### **3.39 PERSONNEL EMPLOYMENT TERMINATION**

Support personnel are at-will employees and may be terminated at any time, with or without cause or notice. However, the School may, at its discretion, provide written notice of their dismissal by the Superintendent two (2) weeks prior to the effective date, unless the underlying cause of the termination is a ground for discipline as described in the policies and procedures. The Board makes the final decision on all terminations and reserves the right to terminate an employee without notice.

The Board may dismiss a teacher or other certified staff as recommended by their supervisor for reasonable and just cause to include, but not be limited to: breach of contract, incompetence, serious misconduct, neglect of duty, immoral conduct, in-temperance, inappropriate treatment of a student or staff member, commission of a felony crime, continuing physical or mental disability rendering the teacher unfit to perform their duties, other matters prescribed by law, and violation of the code of ethics, or for any reason set forth in Section 3.07.

An employee who has been terminated shall not be eligible to be employed in the same department that the employee was terminated from for at least one year.

### **3.40 PERSONNEL RESIGNATION**

Any non-certified (support) employee may resign at any time by mutual consent with the Board. Support personnel wishing to voluntarily resign from their position shall give written notice of resignation to the Superintendent fourteen (14) days prior to leaving their employment.

A certified employee may resign effective at the end of their current contract. If an administrator becomes aware of a situation, which may constitute a possible resignation, that administrator shall notify the Superintendent, who shall then notify the Board Chairperson within forty-eight (48) hours. A resignation may be accepted by the Board by any means, including verbally or in writing, at any time thereafter.

Once a certified staff member has signed a contract, they may not terminate or cancel their contract, unless the Board has given its consent. In cases where an employee has breached their contract by departing during the contract year, terminating or canceling the contract without the Board's consent, the Board may consider legal action, including seeking revocation of the employee's certification. The Board may seek revocation of a teaching or administrator's certificate upon the event that a certified staff member abandons their position, otherwise breaches their contract, and the Board shall levy a five (5) percent penalty on the financial value of the entire current contract of the certified employee, upon such breach of contract.

All employees who fail to comply with exit documentation or with the above stated policy will not be considered for future employment for a period of at least one year.

### **3.41 RE-EMPLOYMENT**

Following review of performance assessments and consultation with an employee, the supervisor will submit recommendations to the Board for re-employment for the following school term. The Human Resources Director will, whenever feasible notify the employee of renewal or nonrenewal for the following school term two weeks before the end of an employee's current contract or employment agreement. Failure to notify an employee does not constitute an expressed or implied promise to renew the employee's employment. If the employee is not renewed, the employee is not entitled to utilize grievance procedures or to a due process hearing.

The employee must notify the Board in writing whether they will accept or reject the re-employment offer within fourteen (14) calendar days following the date of notification. Failure to provide the Board with such notification shall constitute a rejection of the offer of employment and the position is declared vacant.

### **3.42 HEALTH EXAMINATION AND VACCINATION REQUIREMENTS**

All employees shall have a physical examination and a tuberculosis test at their own expense and shall file a medical certificate attesting to freedom from communicable disease, unless such physical examination violates the provisions of federal or tribal law. Such certificates must be filed with the School Nurse within thirty (30) days of the starting date of employment and every five years thereafter. Tuberculosis tests shall be required every five years. All Food Service, Facilities, and Transportation employees must pass a physical examination annually.

New employees required to get a health examination will be provided four (4) hours of administrative leave to get the physical.

LWS may require vaccinations when required under the laws of the Oglala Sioux Tribe or under LWS Board adopted policies, which may be based on recommendations of the Center for Disease Control (CDC), for purposes of protecting students and employees from communicable diseases, epidemics, or pandemics.

### **3.43 PERSONNEL TIME SCHEDULE**

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

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

#### Work Schedule:

All employees, except those listed in (a) and (b) shall have a forty (40) hour work week. Daily time schedule shall be 8:00 am to 4:30 pm unless position requires varying work hours, e.g. night watch, custodians, cooks). These daily time schedules will be determined by their supervisor.

#### Other work schedules:

- a. Teachers, student assistants, student mentors: ½ hour before school begins and ½ hour after school ends. The Board shall indicate the length (start and end time) of a school day annually.
- b. Bus Drivers: Each bus driver will have a specific drive time schedule and is dependent upon the bus route assigned to each.

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

Personnel are not to have their own children, family members, friends or significant others at their duty station during the regular workday. This includes children not of school age and school age children.

### **3.43b WORK FROM HOME**

#### **Purpose:**

The purpose of the work from home policy is to provide employees with guidelines and to outline the relevant procedures relating to those employees whose job duties would enable them to work from home, either on a full-time or as-needed basis. Work from home is not a right; it is a privilege granted in the sole discretion of the School.

This policy will apply to any employee of Little Wound School working from any place that is outside of the school's physical base.

Working from home is an arrangement between the Superintendent or Board and the employee.

#### **Eligibility:**

An employee may work from home if their duties can be satisfactorily performed outside of Little Wound School physical space.

Not all positions are capable of being performed remotely and will not be eligible to work from home. For example, teachers whose primary job duties are to teach students in person on a daily basis, or bus drivers whose primary job duties are to transport students daily.

In order to work from home an employee must fulfill the following criteria:

- a. Have access to a reliable internet server;
- b. Be competent and capable to perform their duties with minimal supervision;
- c. Possess good organization and time-management skills;
- d. Carry out the work in an environment that will enable them to fulfill their duties effectively and efficiently.

#### **Employees obligations:**

Employees shall arrange work from home arrangements with their supervisors with approval of the Superintendent.

All Employees working from home must meet the following requirements:

- a. Be capable of performing the same duties, assignments, or anything else they are

reasonably requested to do as they would if they were working within the Little Wound School's physical space.

b. Be available to communicate and collaborate with the supervisor or other employees during their working hours.

c. The number of work from home days, the employees work schedule, and the method and frequency of communications between the employee and their supervisor must be agreed upon. The Employee must be available for agreed contact hours, online or over the phone, during the working hours.

### **Privacy and Security:**

d. Ensuring that school information and data is kept secure is a high priority for both the Board and the Employee.

e. Employees must follow and maintain the same expectations and measures to secure the school's data as they would if they were working within the physical office.

f. This duty may involve acquiring locked file cabinets, using encryption, regular password management and any other measures that the Board may reasonably deem to be appropriate and necessary.

g. Breaching any of the security measures will result in disciplinary action.

h. Employees may be provided with access to a virtual private network (VPN), if needed, in order to secure connections with the school network. The VPN shall not be used outside of school purposes.

### **Equipment:**

The Board will provide the employee with the necessary equipment for use in your home.

Any equipment provided by the Board will be maintained by the Employer.

Any equipment supplied by the Employee shall be maintained by the Employee. The Board shall not be responsible for any damage or repairs caused to equipment owned by the Employee.

All equipment provided by the Board must be used for appropriate business purposes only, unless otherwise agreed in writing.

### **Procedure:**

Work from home arrangements may vary. For example, they may involve short-term requests to complete a specific project.

Work from home arrangements will be decided on a case-by-case basis for short term work from home cases and subject to the discretion of the Superintendent by taking into account what



is in the best interests of the school. Some positions may not have the option to work from home if the Superintendent deems it to be unfeasible.

Employees will submit a written request to their supervisor to work from home. The supervisor shall consult with the Superintendent to determine the feasibility and approval of the request.

Employees must adhere to all Board policies and procedures while working from home. If they fail to comply with this, it will result in disciplinary action.

The Supervisor or Superintendent may cancel or suspend an employee's right to work from home at any time due to any reason by providing the employee with written notice.

Long Term: Long-term work from home arrangements must be approved by the Board, upon recommendation by the Superintendent.

### **3.44 PERSONNEL WORK LOAD**

Class size and work load of individual employees shall adhere to requirements for accreditation by the accrediting agency.

Workload of employees shall be determined by the Superintendent commensurate with needs of the school.

### **3.45 OVERTIME**

The Board shall comply with the applicable provisions of the Fair Labor Standards Act.

With effective planning and efficient management, overtime work is not required. Overtime work will normally be permitted only with pre-approval from the department head prior to the hours worked on an approved overtime form, and approval of the Business Manager confirming the pay is within the approved department budget. Any overtime requested that exceeds the Department budget requires the approval of the Superintendent and amendment of the Budget by the School Board. Overtime rates will not be paid without pre-approval from the department head.

Prior to incurring overtime, which will lead to overtime compensation, the employee shall request approval from their immediate supervisor. Compensation time earned, the length of time worked, the reasons for such overtime, and authorization will be documented by the immediate supervisor and the Superintendent. False claims regarding overtime by employees shall subject the claimant to suspension or termination action.

1. Non-exempt employees are subject to FLSA and shall be paid for overtime at one and one-half (1 ½) times their hourly rate of compensation for all involuntary or permitted hours in excess of forty (40) actual work hours per work week.

2. Exempt: An employee who is not subject to federal overtime laws Fair Labor Standards Act (FLSA). These employees do not qualify for overtime when they work more than 40 hours in a workweek. These employees are classified based on specific job descriptions and duties involved and are generally classified as exempt if the employee falls into one of three classes: executive, administrative, or professional as defined by the Fair Labor Standards Act.

Involuntary or permitted work:

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

The LWS is required to keep records for such employees to determine hours worked.

Time Clocks: All hourly employees are required to utilize an electronic time clock to sign in and out each workday. Employees paid hourly shall be considered non-exempt.

### **3.46 STAFF MEETINGS**

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

### **3.47 PERSONNEL EXTRA DUTY**

Each staff member must assume their share of duties incidental to programs, extra-curricular activities, or community involvement activities assigned by their supervisor.

All LWS employees that consider extra duty activities must have signed prior approval by their immediate supervisor. Extra duty activities differ from consultant contracts; because they may be filled by Little Wound School employees who shall not otherwise act as paid consultants to any school programs during their regular working hours. Extra duty activities performed by employees are for duties that are in addition to the regular duties of an employee and beyond the job description and/or functions expected of the employee in the ordinary course of their work.

Athletic/Activities Extra Duty:

Athletic/Activities Extra-duty positions will be advertised and may be issued for activity sponsorship or coaching that requires consistent supervision when applicable and approved in advance by the Board. Background checks and pre-employment drug tests must be completed

by all coaches/sponsors prior to beginning activity if coach or sponsors is not a regular LWS employee.

The Athletic/Activities Director shall be responsible for providing an orientation for all individuals having extra-duty athletic/activities assignments and have documentation submitted to the Superintendent's office. Orientation shall be provided to sponsors and coaches on expectations, rules and regulations, purchasing procedures, proceeds from fund-raising activities (see Section 5.43), philosophical elements, supervision, and other documentation requirements.

Extra-duty payment shall not be made until the activity has been completed AND an evaluation by the Activities/Athletic Director and/or Principals has been submitted to the Human Resources Director, unless the Board has authorized in advance other payment options. Bonuses may be considered by the Board for post-season involvement.

Coaches/sponsors shall be evaluated annually following the completion of the coaching/sponsor assignment. The Activities/Athletic Director shall have the coaching/sponsor assessments available for the Board's review at the next regular meeting.

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

Family members of coaches traveling with team is prohibited.

#### Other extra duty assignments:

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

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

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

### **3.48 PERSONNEL EXPENSES**

Personnel shall receive the prior written approval of the Superintendent in carrying out their authorized duties before incurring expense and shall submit properly completed vouchers and supporting receipts as required to the Business Manager.

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

### **3.49 PERSONNEL NON-SCHOOL EMPLOYMENT**

The Board considers employment duties at the school full-time employment. Employees shall not be employed or involved in any private business during the hours necessary to fulfill assigned duties. Employees shall not engage in any employment that interferes with their effectiveness in performing regular assigned duties, compromises or embarrasses themselves or the school, adversely affects their employment status or professional standing, and/or conflicts with assigned duties.

### **3.50 CONSULTING**

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

Personnel receiving approval to provide consulting services shall utilize annual leave or leave without pay during time consultant services are required. If the consulting contract is funded with federal funds then annual leave, holiday leave, and personal leave cannot be utilized. All leave without pay (LWOP) provisions are still applicable.

### **3.51 PERSONNEL TUTORING FOR PAY**

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

### **3.52 SABBATICAL LEAVE**

Personnel become eligible for sabbatical leave after four (4) years of uninterrupted service to the school. The reasons for sabbatical leave shall include the completion of (12) hours of graduate work per semester for each semester of the year in which the sabbatical is requested and to increase the employee's abilities to provide services to the school through an approved graduate study program. To be considered for sabbatical leave, applicants must:

1. Submit a written request to the Board, indicating area of study, location of study, graduate program pursued, and timeline for graduate program completion.
2. Provide a statement indicating their commitment to return to the school to provide a

minimum of three (3) years of additional service immediately following completion of sabbatical leave.

3. Submit a letter of recommendation from their supervisor and Superintendent for approval of request.

Other considerations:

1. No more than two (2) professional staff members may be granted sabbatical leave within any given year.
2. Sabbaticals granted include no compensation by the Board during sabbatical year, only a commitment to provide a position to the person approved for sabbatical leave during the initial year following completion of degree program or approved sabbatical study. Subsequent employment shall be based on contract renewal or non-renewal based on performance of staff member.
3. Failure of the staff person to complete graduate study or sabbatical study as originally approved by the Board will relieve the Board of any commitment for employment.

### **3.53 CONFERENCES AND VISITATIONS**

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

All personnel shall not travel within one (1) month prior to graduation to ensure that the students and the school are prepared for the end of the school year (unless included in professional development/plan of study or approved by supervisor with consultation with Superintendent). Upon completion of professional leave/activity, an employee is required to report to departmental staff of training outcomes.

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

### **3.54 LEAVES AND ABSENCES**

There are only specified forms of leave available to LWS personnel. These include: annual, administrative, sick, personal, bereavement, legal, military, family care, family and medical leave, and Sun Dance leave, all of which require advance approval by the requesting employee's immediate supervisor, based upon a completed leave slip application.

No leave shall be allowed during Orientation, the first two weeks of classes and last two weeks of school (to include: Personal, annual, and leave without pay) unless approved in advance by the Supervisor. If prior leave arrangements have been made by an employee and school dismisses early, that employee will utilize the prior leave arrangements.

Applications for leave must be made through established procedures and as far in advance as possible. All employees must receive prior approval for all leave requests, except in emergencies. Failure to receive approval in advance may result in assignment of Absent Without Leave (AWOL) status and personnel action taken, based upon a completed leave slip application.

At the discretion of the immediate supervisor and Superintendent, Leave without Pay (LWOP) may be granted to an employee for extreme emergencies. Leave without pay refers to unpaid leave and will be considered excessive after three (3) days have been granted and may result in personnel action taken. There shall be no advance leave granted. Advance leave is defined as deductions from future leave not yet earned by the employee. (LWOP) will not be approved until all leave is exhausted.

A regular employee may donate annual, personal or sick leave to another employee who has a personal or family medical emergency and who has exhausted his or her available paid leave. The school does not provide a leave bank. Therefore, an employee who may need donated leave shall recruit employee(s) to donate leave. There is no limit on the amount of donated leave a leave recipient may receive from the leave donor(s). However, leave donation is a courtesy to employees who have personal and health emergencies, and should not be abused. A leave donor must complete a leave donation form and submit to the human resources director for approval.

The Human Resources Director shall be responsible for submitting a leave report to the Superintendent for LWS Board review (prior to contract renewal), reporting cumulative leave taken annually.

### **3.55 ADMINISTRATIVE LEAVE**

Administrative leave is defined as leave granted by the Superintendent or the Superintendent's designee only for the following situations: conferences and visitations, during a disciplinary investigation, weather-related school closings, health and safety of staff and students, or any other required closing of the school necessitating the dismissal of staff.

### **3.56 JURY LEAVE**

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

### **3.57 SUN DANCE LEAVE**

Little Wound School employees who are Sun Dancers and who participate in a Sun Dance can be granted up to four working days of paid Sun Dance leave yearly.

Employees wishing to apply for Sun Dance leave must submit to their supervisor a request for four days at least two weeks in advance. The supervisor and employee will determine that the duties of the employee will be fulfilled, and that notification has been made in sufficient time for those duties to be fulfilled.

### **3.58 SICK LEAVE**

Sick leave may be granted for employee illness. Sick leave taken in excess of three (3) consecutive workdays or twenty-four (24) consecutive work hours shall require a physician's statement. If the supervisor has a suspicion that an employee is abusing the sick leave program, the supervisor may request verification of the illness from a health professional. If an employee has over eighty (80) hours of accumulated sick leave, this sick leave may be donated to another employee who is ill and without any remaining sick leave. Such arrangements shall be made through the Human Resources Director and shall not be made informally. Sick leave for wage personnel will be earned at a rate of four (4) hours per pay period and will not be paid at the end of employment.

#### **Sick Leave Bank**

Unused sick leave that has been accrued by an employee who no longer is employed at Little Wound will be compiled into a sick leave bank that may be used by employees who have a catastrophic illness or accident and have used all leave available to them. Employees are not eligible to use the sick leave bank, until they have worked at LWS for a period of at least one (1) year. Employees must request this leave in writing and provide a physician's statement to the Human Resources Director. Employees may request a maximum of eighty (80) hours per year from the leave bank. Such requests will be approved by the Little Wound School Board.

Former employees who return to Little Wound School within five (5) years whose accrued sick leave was placed in the sick leave bank will have the sick leave returned to the employee from the sick leave bank.

### **3.59 MATERNITY/PATERNITY LEAVE**

Employees may be granted a family leave of absence not to exceed twelve (12) weeks. Such leave shall be unpaid leave. Ten (10) days of this leave will be granted without loss of pay annually. Employees may use accrued leave available during this period. If both parents are employed by the Board, their aggregate leave is limited to twelve (12) weeks for the birth of a child. If the leave is requested because of the illness of a child, each parent is entitled to twelve (12) weeks of unpaid leave. Employees are expected to follow the provisions of the federal Family and Medical Leave Act. Employees are encouraged to report pregnancy as soon as

possible so health can be safeguarded and plans can be made for temporary replacements.

### **3.60 FAMILY CARE LEAVE**

Employees may be granted up to twelve (12) weeks of unpaid leave in any twelve (12) month period for the purpose of their own health condition or the birth or placement for adoption or foster care of a child, or to care for a family member who is defined as child, parent, or spouse who has a serious health condition. The Board may require certification, on a periodic basis, of the family member's continuing serious health condition by the family member's physician and/or a physician selected by the Board. Employees may use accrued leave available during the twelve (12) week unpaid leave. Employees shall follow the provisions of the Federal Family and Medical Leave Act.

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

### **3.61 MILITARY LEAVE**

An employee shall be allowed approved leave of absence from the employees duties without loss of status or efficiency rating while performing "ordered military duty" with full employment, compensation and reinstatement rights as provided by law. "Ordered military duty" means any military duty performed in the service of the United States or the State of South Dakota pursuant to orders issued by competent federal or state authorities with or without the consent of the employee.

Such leave shall be leave without pay if employee is compensated for military duty. If such compensation is less than the employee's salary, the LWS shall offset the balance when appropriate documentation is provided by employee for any period of up to thirty (30) days. An employee shall be entitled to retain insurance benefits during a period of military leave that does not exceed thirty (30) days. Any leave in excess of thirty (30) days shall be an unpaid leave of absence, during which the employee is not entitled to retain insurance benefits, and shall not exceed five (5) years.

Military leave shall be granted only when in the performance of ordered military duty or while reporting to and returning from such duty.

Military auxiliary members (ex: American Legion or V.F.W.) may be granted leave with pay at the discretion of the Superintendent with notification to immediate supervisor for purposes relating to their obligations. The performance of this duty shall not exceed a total of ten (10) workdays in any one calendar year.

### **3.62 BEREAVEMENT LEAVE**

Bereavement leave may be granted up to five (5) days per contract year without loss of pay for loss of immediate family at the discretion of the immediate supervisor, as defined in sections 1.58 and 3.16.



### **3.63 PERSONAL LEAVE**

Personal leave is provided to those personnel who do not accrue annual or sick leave. The amount of personal leave shall be determined by the particular job classification. This leave can be carried over, or at the election of the employee, any of this leave that is unused may be paid out at their daily rate in one lump sum payment to be issued within thirty (30) calendar days of the end of their current contract, contingent on the availability of funds.

No more than 10 days of personal leave can be carried over to the following year.

### **3.64 ANNUAL LEAVE**

Annual leave for wage personnel will be earned at the following rates:

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

Only Little Wound School employment may be accepted to compute years of employment.

Not more than 80 hours of annual leave can be carried over from one year to the next. For purposes of carryover, the fiscal year is July 1 to June 30.

### **3.65 EDUCATIONAL LEAVE**

At the discretion of the Superintendent, employees are permitted 45 hours of educational leave to attend formal education classes during regular work hours for the fall and spring semesters for a total of ninety (90) hours per school year. Participation in formal education classes shall not adversely affect the ability of the employee to properly and adequately perform their job responsibilities and duties.

Certified personnel shall have a professional development plan approved by the immediate supervisor and Superintendent prior to taking educational leave.

Mid-term progress and attendance reports are to be submitted to the Superintendent. Any further educational leave will be denied if employee is not fulfilling their commitment. A final grade shall be submitted to the Superintendent at the completion of the semester.

The school will not pay for employee tuition for college credit for participation in courses, workshops, conferences and related activities unless the school sponsors such activities and college credits are made available to school participants. Non-credit registration fees will be paid for.

### **3.66 VACATION LEAVE**

Vacation leave is only allocated for 12-month employees who do not accrue annual or sick leave. Vacation leave is to be used before the end of an employee's contract or leave will be lost.

### **3.67 SUBSTITUTE EMPLOYEES**

The Human Resources Director shall be responsible for acquiring a list of substitute employees meeting Board requirements on an annual basis. These substitute employees may be utilized only in those jobs that in the absence of an employee would adversely affect the school and the services provided and only if the funds are available within the existing approved budget. Hiring substitute employees when the funds are not available within the existing approved budget will require a budget modification and approval by the School Board.

Substitute Orientation will be held periodically throughout the school year to acquire a suitable pool of substitutes. All substitutes shall possess a high school diploma or GED and file a copy of the same with the Human Resources Director, except for bus drivers who have obtained a Class B or Class C Commercial Driver's License with school bus endorsement. It is preferred that substitute teachers who are substituting in a classroom have at least two years' experience or at least thirty (30) college credit hours. Substitute teachers may not substitute in the high school any sooner than four (4) years after their own graduation from high school.

Failure of a teacher to report their absence in time to acquire a substitute teacher may result in disciplinary action. Teachers are required to consult with the substitute about learning activities to be implemented in their absence, unless they are in an emergency. Teachers are required to prepare a substitute folder that contains lessons during their absence which will include the weekly lesson plan with appropriate learning activities, attendance roster, and other activities that will assist the substitute teacher.

Substitutes who hold a valid SD Teacher Certificate will be paid as certified substitutes only when they are substituting for a teacher.

### **3.68 HOLIDAYS**

Personnel shall be provided paid holidays, which shall include:

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

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

### **3.69 PROFESSIONAL PUBLISHING**

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

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

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

### **3.70 CODE OF ETHICS**

1. Obligations to Students. In fulfilling their obligations to the students, educators, professional staff and support personnel shall, where applicable:
  - a. Not without just cause restrain students from independent action in their pursuit of learning, and shall not without just cause deny to the students access to varying points of view.
  - b. Not deliberately suppress or distort subject matter for which they bear responsibility.
  - c. Make reasonable effort to maintain adequate discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, health and safety.
  - d. Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement.
  - e. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family social or cultural background exclude any student from participation in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
  - f. Not use professional relationships with students for private advantage.

- g. Keep in confidence information that has been obtained in the cause of professional service, unless disclosure serves professional purposes or is required by law.
  - h. Not tutor for remuneration students assigned to their classes unless no other qualified educator is reasonably available.
  - i. Shall maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.
2. Obligations to the Public. In fulfilling their obligations to the public, educators shall:
- a. Not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal and institutional or organizational views.
  - b. Not knowingly distort or misrepresent the facts concerning educational matters in direct, and indirect public expressions.
  - c. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
  - d. Not use institutional privileges for private gain or to promote political candidates or partisan political activities.
  - e. Accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.
3. Obligations to the profession. In fulfilling their obligations to the profession, educators shall:
- a. Not interfere with the free participation of colleagues in the affairs of their associations.
  - b. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
  - c. Not use coercive means or promise special treatment in order to influence professional decision of colleagues.
  - d. Withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
  - e. Not misrepresent their professional qualifications.
  - f. Not knowingly distort assessment of colleagues.

- g. Not disparage a colleague before others nor criticize a colleague before students.
4. Obligations to Professional Employment Practice. In fulfilling their obligation to professional employment practices, educators shall:
- a. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
  - b. Apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
  - c. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment of conditions of employment.
  - d. Give prompt notice to the employing agency of any change in availability of service; and the employing agency of any change in availability or nature of a position.
  - e. Adhere to the terms of a contract or appointment unless the contract has been legally terminated, legally voided or substantially altered, without prior consultation with the affected parties.
  - f. Conduct professional business through channels that have been developed and approved by the employing agency, when available.
  - g. Not delegate assigned professional responsibilities to unqualified personnel.
  - h. Permit no commercial exploitation of their professional position.

### **3.71 PERSONAL APPEARANCE**

The Little Wound School Board expects all employees to set a good example for our youth and make a favorable impression in their contacts with the general public. All employees will be neat in personal appearance at all times, with appropriate professional clothing. Appropriate clothing will be at the discretion of the Superintendent. Employees are to wear a school issued identification badge along with clothing appropriate for their jobs. Employee dress should meet the standards of health and safety, not be obscene or disrupt the educational process, nor wear clothing that promotes the consumption of illegal substances or/and alcohol or gang activity, and all headgear will not be allowed indoors. Employees who report to work with visible hickeys will be sent home and shall be required to take leave without pay until hickeys are no longer visible.

All security employees are required to wear their school issued security uniform when on duty.

### **3.72 TOBACCO/VAPING USE**

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

### **3.73 ALCOHOL & DRUG TESTING**

All employees will be subject to the LWS Alcohol & Drug Testing procedures established by the Little Wound School Board, attached to and incorporated by reference into these policies and procedures, which will be implemented in all situations involving the abuse and use of alcohol or drugs by employees in the performance of their duties. Note: All test results are the property of Little Wound School and copies of results will not be distributed unless court ordered. All employees will be provided a copy of the policies and procedures at the beginning of their employment and shall be notified within a reasonable period of time of any revision to such procedures by the Superintendent. This policy is property of the Little Wound School. Its contents in this policy were designed and implemented specifically for LWS purposes only and should not in any way be copied and used in another organization. This policy is provided to interested organizations wishing to establish a similar policy to be used as a guide only.

#### **1. Statement**

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

#### **2. Policy**

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

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

- a. Definitions of language used in the manual.
- b. The identity of the person designated by the LWS Board to answer employee questions about the alcohol and drug-free program.

- c. The categories of employees who are subject to the provisions of this policy.
- d. Specific information concerning the behavior that is prohibited by this policy.
- e. The specific circumstances under which a covered employee will be tested for prohibited alcohol and drugs under the provisions of this policy.
- f. The procedures that will be used to test for the presence of alcohol and drugs, protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.
- g. The requirement that a covered employee submit to alcohol and drug testing administered in accordance with this part.
- h. A description of the kind of behavior that constitutes a refusal to take an alcohol or drug test and a statement that such a refusal constitutes a verified positive test result.
- i. The consequences for a covered employee who has a verified positive test result or refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from their safety sensitive function and be evaluated by a substance abuse professional.
- j. If the LWS Board implements elements of an alcohol and drug-free program that are in addition to this policy, the LWS Board shall give each covered employee specific information concerning which provisions are mandated by this policy and which are not.

#### Requirement to Disseminate Policy

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

#### Education and Training Programs

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

- a. Education: The education component shall include display and distribution to every covered employee informational material and a community service hot-line telephone number for employee assistance, if available.
- b. Training:
  - i. Covered employees. Covered employees shall receive at least 60 (sixty) minutes of training on the effects and consequences of prohibited alcohol and drug use on

personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited alcohol and drug use.

- ii. Supervisors who make reasonable suspicion determinations shall receive prior training on physical, behavioral, and performance indicators for reasonable suspicion and drug use. Training must be completed every two years.
- iii. Transportation Manager, bus drivers, and all CDL holders must receive training annually on the physical, behavioral, and performance indicators for reasonable suspicion and drug use.

### 3. Definitions

The following definitions apply to this manual:

- a. Adulterated Specimen means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but at a concentration so high that it is not consistent with human urine.
- b. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol's including methyl or isopropyl alcohol.
- c. Alcohol concentrations means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
- d. Alcohol & Drug-free program means a program to detect and deter the use of prohibited drugs and alcohol as required by this part.
- e. Alcohol confirmation test means a subsequent test using an EBT (evidentiary breath testing device); following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.
- f. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- g. Board member means the Little Wound School Board.
- h. Alcohol screening test means an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
- i. Alcohol testing site means a place selected by
- j. Breath Alcohol Technician (BAT). An individual who instructs and assists



individuals in the alcohol testing process and operates an EBT.

- k. Canceled test means a test that has been declared invalid by a Medical Review Officer. It is neither a verified positive nor a verified negative test, and includes a specimen rejected for testing by a laboratory.
- l. Collection container. A container into which the employee urinates to provide the urine sample used for a drug test.
- m. Collection site. A place designated by the LWS where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- n. Confirmation (or confirmatory) test. In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principal from that of the screening test in order to ensure reliability and accuracy.

Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation methods for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

In alcohol testing, a second test, following a screening test with a Blood Alcohol Concentration (BAC) of 0.02 or greater that provides quantitative data of alcohol concentration.

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

- Damage which can be remedied temporarily at the scene of the accident/incident without special tools or parts.
  - Tire disablement without other damage even if no spare tire is available.
  - Headlamp or taillight damage.
  - Damage to turn signals, horn, or windshield wipers which makes them inoperative.
- r. Employee. An individual, including all employees of Little Wound School, substitutes, temporary, volunteers, applicants for employment, or transferees. As used in this manual "employee" includes an applicant for employment. "Employee" and "individual" have the same thing meaning for purposes of this policy.
- s. EBT (or evidential breath testing device). An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.
- t. Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Little Wound School's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with their medical history and any other relevant biomedical information. The Medical Review Officer shall have the authority to make determinations of whether an employee positive test result is consistent with use of a medically prescribed controlled substance at dosages that were medically prescribed, in which case an employee will not be considered to have a positive test result.
- u. Performing (a safety-sensitive function) means an employee is considered to be performing a safety-sensitive function and includes any period in which the employee is actually performing, ready to perform, or immediately available to perform such functions.
- v. Prohibited drug means any controlled substance, including but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP) and four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone) for which the employee or job applicant does not have a valid medical prescription. Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

- A medical marijuana card [issued in a jurisdiction other than the State of South Dakota] does not meet the requirement to provide a prescription. A medical marijuana card must be accompanied by documentation from a health care provider of the medical condition and certification from a healthcare provider qualified to issue prescriptions that medical marijuana is an appropriate form of treatment for the medical condition.
- w. Refuse to submit means that an employee fails to provide adequate breath for alcohol testing or a urine sample for drug testing without a valid medical explanation, or refuses to report to the collection site, after they have received notice of the requirement to be tested in accordance with the provisions of this part, or engages in conduct that clearly obstructs the testing process. A valid medical explanation must be supported by a statement from a licensed medical physician.
- x. Safety-sensitive function means any of the following duties:
- i. Operating a vehicle;
  - ii. Operating a vehicle, when required to be operated by a holder of a Commercial Driver's License;
  - iii. Controlling dispatch or movement of a vehicle;
  - iv. Maintaining a vehicle or equipment used in service;
  - v. Carrying a firearm for security purposes; or
  - vi. Performing a function, which potentially impacts the life, health, or safety of another person.
- y. Screening test (or initial test). In drug testing, an immune-assay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
- z. Substance abuse professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of an clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- aa. Vehicle means a bus, van, or automobile.
- bb. Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use.
- cc. Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use.

#### **4. Persons Who Are Subject To Testing**

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

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

#### **5. Prohibited Substances**

Substances that are prohibited and for which tests will be conducted are marijuana, cocaine, amphetamines, phencyclidine (PCP), and four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

Testing for alcohol will also be conducted.

#### **6. Testing Categories**

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

#### **7. PROHIBITIONS**

- a. On-duty use.

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

safety-sensitive functions.

b. Pre-duty use.

- i. General. The LWS shall prohibit, whenever the school has actual knowledge, an employee from using prohibited alcohol and drugs prior to performing a safety sensitive function. A supervisor having actual knowledge that an employee has used prohibited alcohol and drugs prior to performing a safety sensitive function shall not permit the employee to perform or continue to perform safety sensitive functions.

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

- ii. On-call employees: The LWS shall prohibit the use of alcohol and drugs for the specified on-call hours of each employee who is on-call. The procedure shall include:
  - An on-call employee shall have the opportunity to acknowledge the use of alcohol or drugs at the time the employee is called to report to duty and the inability to perform their safety sensitive function.
  - If the employee has acknowledged the use of alcohol or drugs, but claims ability to perform their safety sensitive function, the employee shall take an alcohol and/or drug test before performing a safety-sensitive function.

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

## **8. TYPES OF TESTING**

a. Pre-employment testing.

- i. The LWS Board shall not hire an applicant to perform a safety sensitive function unless the applicant takes a drug test with a verified negative result administered under this policy.

A contract for employment shall be considered null and void in the event the

selected individual has a verified positive test result. If an individual has been selected for employment, or offered employment, but the individual has not yet accepted such employment, the offer shall be considered as withdrawn immediately, and the selection shall be considered as canceled by LWS.

- ii. The LWS Board shall not transfer an employee into a bus driving position until the employee takes a drug test with a verified negative result administered under this policy.
- iii. If an applicant or employee drug test is canceled, the LWS shall require the employee or applicant to take another pre-employment drug test.
- iv. A refusal to submit to testing, failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.

The Little Wound School shall be responsible for the drug testing costs contained in this section. Only the Human Resources Director or designee may authorize a pre-employment test. Individuals who test under this section and have a verified positive test result shall not be permitted to retest or reapply for one year from the date of the positive pre-employment test.

b. Reasonable Suspicion testing.

- i. The LWS shall conduct testing when a supervisor has reasonable suspicion to believe that the employee has used prohibited alcohol or drugs.
- ii. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations must be made by a supervisor who is trained in detecting the signs and symptoms of alcohol or drug use. A reasonable suspicion may be based upon, but is not limited to, a supervisor's assessment/observation of the employee's decline in work performance, excessive employee tardiness and/or absenteeism, or an obvious decline in employee's personal appearance or character.
- iii. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
- iv. Employees are required to submit to hair follicle testing and a urine test based upon reasonable suspicion, except where there is only reasonable suspicion of alcohol use, or other circumstances that result in a determination that a hair follicle test is not required to determine whether controlled substance use in violation of this Policy is required, in which case only a urine test will be administered. The Human Resources Director shall make the determination of whether both hair follicle and urine tests are required, or only a urine test is required.

- v. Determinations may only be made during, just preceding or just after performance of job duties. Such testing should occur as soon as possible; alcohol: by two (2) hours or within eight (8) hours of the determination; controlled substance: within thirty-two (32) hours of the determination.
  - vi. The Little Wound School shall be responsible for the alcohol and drug testing costs contained in this section.
- c. Post-accident/incident testing.

Fatal accidents. As soon as possible following an accident/incident involving the loss of human life, the LWS shall test each surviving employee operating a vehicle for the LWS at the time of the accident/incident. The LWS shall also test any other employee whose performance could have contributed to the accident/incident, as determined by the LWS using the best information available at the time of the decision.

Nonfatal accidents/incidents. As soon as practicable following an accident not involving the loss of human life, in which the vehicle involved, is a bus, van, or automobile, the LWS shall test each employee operating the vehicle for the school at the time of the accident/incident unless the school determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident/incident.

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

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

An employee who is subject to post-accident/incident testing who fails to remain readily available for such testing, including notifying an authorized

representative of LWS of their location, if the employee leaves the scene of the accident/incident prior to submission of such test, may be deemed by the LWS to have refused to submit to testing.

- iii. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident/incident or to prohibit an employee from leaving the scene of an accident/incident for the period necessary to obtain assistance in responding to the accident/incident or to obtain necessary emergency medical care.
- iv. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.
- v. Employees are required to submit to hair follicle testing and a urine test based, except where there is only reasonable suspicion of alcohol use, or other circumstances that result in a determination that a hair follicle test is not required to determine whether controlled substance use in violation of this Policy is required, in which case only a urine test will be administered. The Human Resources Director shall make the determination of whether both hair follicle and urine tests are required, or only a urine test is required.

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

d. Random testing.

- i. The minimum annual percentage rate for random drug testing shall be 50 percent and 50 percent for alcohol. There shall be a separate random pool for each of the following:
  - regular employees
  - bus drivers and CDL drivers
  - temporary and part-time employees may be included in random testing
- ii. The selection of employees for random testing shall be made by a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.
- iii. The medical vendor shall randomly select a sufficient number of employees for testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random testing.
- iv. The LWS shall ensure that random tests conducted under this part are unannounced and that the dates for administering random tests are spread reasonably throughout the calendar year.



- v. The LWS shall require that each employee who is notified of selection for random testing proceeds to the designated collection site by designated appointment time; provided, however, that if the employee is performing a safety-sensitive function at the time of the notification, the LWS shall instead ensure that the employee ceases to perform the safety-sensitive function and proceeds to the collection site as soon as possible.

Notification of employees selected for random drug and/or alcohol selection will be made in accordance with the following procedure:

- Random selection list is received by the program manager or designated person;
  - Notification letters are prepared by the program manager or designated person and identifies where to report, date and time of reporting for testing.
  - Notification letters are delivered by the program manager or designated person.
  - Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
  - Upon reporting to collection site, employee signs notification letter verifying that they reported to the collection site.
- vi. An employee shall only be randomly tested while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing safety-sensitive functions.
- vii. In the event, an employee is unavailable for testing due to absence, lay-off period (summer), travel on a school sponsored activity or on pre-arranged leave, such test will be completed promptly upon employee's return to work.
- viii. A refusal to submit to testing, failure to report to collection site within fifteen minutes of the scheduled testing time listed on the notice of test, or adulteration of urine specimen will be considered a positive result.

The Little Wound School shall be responsible for alcohol and drug testing costs contained in this section.

- e. Return to duty testing.

The requirements of this section shall apply only to regular Little Wound School employees:

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

- Has been evaluated by a substance abuse professional to determine whether the employee has properly followed the recommendations for action by the substance abuse professional, including participation in any rehabilitation program;
  - Has taken a return to duty test with a verified negative result. If a test is canceled, the LWS shall require the employee to take another return to duty test.
  - A substance abuse professional may recommend that the employee be subject to a return to duty breath alcohol test with a result indicating a breath alcohol concentration of less than 0.02, to be conducted in accordance with these procedures.
- ii. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.

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

f. Follow-up testing.

The requirements of this section shall only apply to regular Little Wound School employees.

- i. Follow-up testing shall be conducted when the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.
- ii. Following a determination that an employee is in need of assistance in resolving problems associated with drug or alcohol use, the LWS shall ensure that the employee is subject to unannounced follow-up testing as directed by a substance abuse professional in accordance with the provisions of this policy. A refusal to submit to testing, or failure to report to collection site after being notified, or adulteration of urine specimen will be considered a positive result.

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

- Follow-up notice of testing is received by the program manager or designated person.
- Employee notification letter is prepared by the program manager or designated person and identifies where to report, date and time of reporting for testing.
- Notification letter is delivered by the program manager or designated person.

- Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
- Upon reporting to collection site, employee signs notification letter verifying that they reported to the collection site.
- The employee is responsible for alcohol and drug testing costs included in this section.

## 9. TESTING PROCEDURES

Testing shall be conducted in a manner to assure adherence to standards of confidentiality, privacy, accuracy, and reliability. The Little Wound School will establish a collection site and utilize an independent laboratory that conforms to all appropriate regulatory guidelines to ensure accuracy of tests for all tests conducted under this Policy. Persons reporting to the collection site for testing will be informed of the proper procedures for providing a specimen.

Employees who cannot take a urinalysis shall submit to a blood test at Pine Ridge ClinLab or other accepted laboratory.

### Drug testing:

- a. Urine shall be the required substance tested and will be collected under controlled circumstances.
- b. Urine shall be divided into split specimens (2 collection containers) and each shall be labeled thoroughly to preserve identity.
- c. Specimens are transported to a previously designated and approved testing lab.
- d. Specimens undergo testing by an initial screening procedure which is followed by confirmation by (Gas chromatography/mass spectrometry GC/MS) testing, if necessary.
- e. The urine is positive for a substance if the substance is present in an amount greater than the screening limits set by the laboratory.
- f. A Medical Review Officer (MRO) will contact the donor if there is a positive result to verify the result and to determine if donor is under any prescription that might be detected in the specimen. In all cases where the donor provides a prescription to the MRO, the MRO will report whether the test result is consistent with the prescription on file. If the sample is not consistent with the prescription, the test result will be recorded as a positive test result with a notation from the MRO regarding the prescription.

Positive result for marijuana when a medical marijuana card is submitted with supporting documentation. The MRO will record a specimen as a positive for THC

but will put a notation on the bottom of the result notification that the donor has provided a medical marijuana card from South Dakota or from another jurisdiction, in which case the donor also needs to provide documentation of the diagnosed medical condition and opinion of a healthcare provider qualified to issue prescriptions that medical marijuana is appropriate.

- g. If the MRO does not receive a prescription or the medical marijuana documentation required in cases of a positive result for marijuana, or is unable to contact the donor within ten (10) days of the date of the test result, the test result will be records as a positive test result and the MRO will place a notation of the reason for the determination on the Test Report or by separate document transmitted to the LWS Human Resources Officer.
- h. The Medical Review Officer will provide the donor the option of testing the remaining split specimen at a lab of their choice and at their own expense.

Alcohol Testing:

- a. Breath is tested for alcohol.
- b. Test is conducted by a certified Breath Alcohol Technician (BAT).
- c. Tests uses an approved Evidential Breath Testing (EBT) device.
- d. The initial test must give a BAC results of less than 0.02 or a retest (confirmation) test must be done following a 15-minute wait.
- e. If the confirmation reveals a BAC of greater than 0.039, the employee is in violation of the policy.

## **10. Consequences For Violations**

The requirements of this section shall apply only to regular Little Wound School employees:

- a. Action when employee has a verified positive test result.
  - i. As soon as practicable after receiving notice that an employee has a verified positive test result, or if an employee refuses to submit to a test, the LWS shall require that an employee or cease performing a safety-sensitive function.
    - Employee shall be placed on administrative leave status not to exceed five (5) days, for the period of evaluation and rehabilitation. An employee shall not delay participating in an assessment. Such assessments shall take place no later than one week after receiving notice of positive. The employee shall use their personal leave or leave without pay after five days of administrative

leave.

- ii. Before allowing the employee to return to duty and resume performing a safety-sensitive function, the LWS shall ensure that the employee meet the requirements of this policy for returning to duty, including taking a return to duty test with a verified negative result.
- iii. Adulteration: Adulteration is the tampering of a urine specimen, or in the case of reasonable suspicion or post-accident testing, hair follicle specimen, in an attempt to mask any drug that may be otherwise detected. The Little Wound School will now have all specimens tested for adulteration. If an employee's specimen is found to have been adulterated it will automatically be considered a positive test. However, an adulteration is considered pre-meditated actions to deceive the employer, therefore will be treated as a more severe violation of this policy than a positive test result. The consequences for adulteration will be immediate termination.

b. Referral, assessment, and treatment.

An employee who has a verified positive test result or refuses to submit to a test under this policy shall be advised by the LWS of the resources available to the employee in evaluating and resolving problems associated with prohibited alcohol or drug use, including the names, addresses, and telephone numbers of substances abuse professionals and counseling and treatment programs.

The LWS shall ensure that each employee who has a verified positive test result or refuses to take a test shall be evaluated by a substance abuse professional who shall determine whether the employee is in need of assistance in resolving problems associated with prohibited alcohol or drug use.

- i. Assessment and rehabilitation may be provided by the LWS, by a substance abuse professional under contract with the LWS, or by a substance abuse professional not affiliated with the LWS. The choice of substance abuse professional and assignment of costs shall be made in accordance with LWS employee agreements and LWS Board policies.
- ii. The LWS shall ensure that a substance abuse professional who determines that an employee requires assistance in resolving problems with prohibited alcohol or drug use does not refer the employee to the substance abuse professional's private practice from which the substance abuse professional receives re-numeration or to a person or organization from which the substance abuse professional has a financial interest. This paragraph does not prohibit a substance abuse professional from referring an employee for assistance provided through:
  - A public agency, such as a tribal, state, county, or municipality;

- The LWS or a person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of the LWS.
- The sole source of therapeutically appropriate treatment under the employee's health insurance program; or
- The sole source of therapeutically appropriate treatment reasonably accessible to the employee.

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

c. Other alcohol-related conduct.

- i. The LWS shall not permit an employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until:
  - The employee's alcohol concentration measures less than 0.02; or
- ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Except as provided in paragraph (a) above, the LWS shall not take any action under this policy against an employee based solely on test results, showing an alcohol concentration less than 0.04. This does not prohibit the LWS from taking any action otherwise consistent with law and LWS policies and procedures.

d. Termination.

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

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

- i. As soon as is practicable, after receiving notice that a temporary, substitute, part-time or volunteer has a verified positive test result, or refuse to submit to a test, the LWS shall terminate such individual immediately from any further service to LWS.

- e. Temporary, substitute, part-time, applicants or volunteers
  - ii. The temporary, substitute, part-time or volunteer shall not be permitted to provide services to the Little Wound School for one year from the date of the verified positive test result.

#### Substance Abuse Professional.

The LWS's alcohol and drug-free program shall have available the services of a designated substance abuse professional who shall work directly with the Little Wound HR Director.

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

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

### **11. Grievance**

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

### **12. Administrative Requirements**

- a. Retention of records.
  - i. General requirement. The LWS shall maintain records of its alcohol free program and shall be maintained in a secure location with controlled access.
  - ii. Period of retention. In determining compliance with the retention period requirement, each record shall be maintained for the specified period of time, measured from the date of the document's or data's creation. The LWS shall maintain the records in accordance with the appropriate regulatory requirements.
- b. Access to facilities and records.

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



### **3.74 GAMBLING**

The “Rules of Gambling” within a school setting specific to employee involvement in such activity are as follows:

1. All activity associated with gambling must be done outside of school time which includes any development of forms, chances, selling, soliciting, or collecting money.
2. Employees who use students or school sponsored activities for personal monetary gain is prohibited.
3. Betting on or developing a sports pool is your own personal business and shall not be allowed during school hours.
4. Supporting games or activities that generate money for classes or student projects is an allowable employee activity, as long as it is in compliance with federal laws and regulations.
5. People not employed by the school should not sell chances, spots, slots, etc. to school employees during the working day.

### **3.75 EMPLOYEE USE OF SOCIAL MEDIA**

#### **1. Purpose**

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

This policy addresses employees’ use of publicly available social media networks including: personal Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees’ decision to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during school time or on school equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or school policies.

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

The School recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the School may provide password-protected social media tools and School-approved technologies for e-learning and encourages use of School tools for collaboration by employees. However, public social media networks, outside of those sponsored by the School, may not be used for

classroom instruction or school-sponsored activities without the prior authorization of the building Principal, or designee, and parental consent for student participation on social networks. The School may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

However, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with School students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

### **3. Definitions**

- a. *Public social media networks* are defined to include: Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public or consumers and which do not fall within the School's electronic technologies network (e.g. Facebook, Twitter, LinkedIn, Flickr, YouTube, blog sites, etc.).
- b. *School approved password-protected social media tools* are those that fall within the School's electronic technologies network or which the School has approved for educational use. The School has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

### **4. Requirements**

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, its students, programs, activities, employees, volunteers and communities on any social media networks:

- a. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable School policies.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or

encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.

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

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

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

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

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

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

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

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

- b. The School recognizes that student groups or members of the public may create social media representing students or groups within the School. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the School. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online.
- c. Employees who participate in social media networks may decide to include information about their work with the School as part of their personal profile, as it would relate to a typical social conversation. This may include:
  - i. Work information included in a personal profile, to include School name, job title, and job duties.

- ii. Status updates regarding an employee's own job promotion.
- iii. Personal participation in School-sponsored events, including volunteer activities.
- d. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.
- e. Anything posted on an employee's Web site or Web log or other Internet content for which the employee is responsible will be subject to all School policies, rules, regulations, and guidelines.

### **3.76 CHAIN OF COMMUNICATION**

It is the intent of LWS to have effective and positive communication for all staff members with their respective supervisor. Therefore, any and all questions, suggestions, and/ or concerns must be communicated with the supervisor in accordance with proper chain of communication.

### **3.77 USE OF SCHOOL COMPUTERS**

Employees who are assigned school computers for school business shall:

1. Conduct all school business on school computers unless use of a personal computer is approved by the Superintendent. If authorization has been approved by the Superintendent, all information stored on a personal computer shall be the property of LWS and shall be stored on the LWS server or cloud based system. No school files shall be stored on personal computers.
2. Only regular school employees shall be issued an account to access the school network and an email account. School visitors will be provided access upon request from appropriate administrator.
3. School email shall be used for all school related business and communications. *See also* Section 7.76—Staff Access to Electronic Mail.

### **3.78 WORKPLACE BULLYING AND HARRASSMENT**

#### **PURPOSE:**

Any threatening, menacing, abusive, or disorderly conduct toward staff is against the law and will not be tolerated. Little Wound School is committed to providing a safe working

environment for all employees, volunteers, and community members that is free from harassment, intimidation, or bullying.

Workplace bullying creates an intimidating or threatening environment and has the effect significantly impacting an employee's ability to perform the duties of their position at an expected level of performance.

DEFINITION:

Workplace bullying is defined as the act of one or more individuals intimidating one or more persons negatively and over time through verbal, physical, mental, cyber, or written interactions and those persons have difficulty defending themselves. Bullying may take many forms and can occur in any setting. It can create insecure and unwarranted anxiety that will affect the professional work environment.

Examples of workplace bullying include, but are not limited to:

- Threats, humiliation, or intimidating
- Work interference or sabotage that prevents work from getting done
- Verbal abuse
- Harassment on social media at any time

Harassment is defined as threatening, insulting, and dehumanizing gestures, use of technology, computer software or written, verbal or physical conduct directed against an employee that places an employee in reasonable fear of harm to their person or damage to their property or position. Harassment has the effect of substantially interfering with an employee's work performance. It can also have the effect of negatively impacting an employee's emotional or mental well-being and substantially disrupting the orderly operation of the school.

OBJECTIVES:

It is expected that all staff understand that bullying/harassment in the schools, on school grounds, on the buses, or at school sponsored activities will not be tolerated and will be grounds for disciplinary action up to and including suspension or termination for employees.

The Little Wound School grievance procedures shall be utilized by alleged victims of bullying or harassment.

Little Wound School administration will promptly and reasonably investigate allegations of bullying/harassment.

No retaliation of any kind is permitted in connection with an individual having made a bullying/harassment complaint and if it occurs it shall be deemed an additional act of bullying/harassment.

Disciplinary consequences for a person who commits bullying/harassment will follow the personnel discipline policy, which may range from a documented warning up to suspension or termination of employment with Little Wound School.