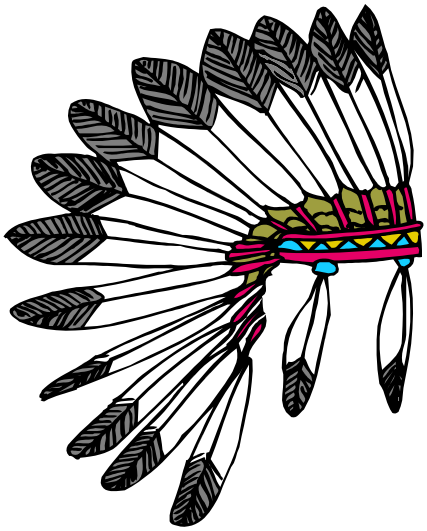
CRAZY HORSE SCHOOL

Tasunke Witko Owayawa

Policy Manual



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Approved by the CHS School Board with Amendments through MONTH, DAY 2026

CRAZY HORSE SCHOOL

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VISION

Crazy Horse School recognizes the importance of an education for the future leaders of the Oglala Sioux Tribe. Therefore, we will continue to provide for the needs of the individuals and incorporate the Lakota values in assisting students to acquire academic and social skills necessary for a productive life in modern society.

PURPOSE STATEMENT

The Tasunke Witko Owayawa Tiospaye will inspire our Wakanyeja to develop to their full potential, individually and collectively, by combining Lakota Lifeways with global learnings.

STRATEGIES—We Will

- Embed Lakota thought, philosophy, and knowledge in all that we do.
- Empower the school tiospaye through education, support, and access to resources to foster a culture of wellbeing.
- Advocate for equity and organizational unity and seek partnerships to improve the student experience in education.
- Offer a wide variety of classes, creating a deeper connection for a willingness to learn.
- Communicate effectively with all our tiospaye, ospaye and oayte to provide the best for our wakanyeja.

BELIEFS

Wisdom (Wokśape), Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakȟaŋ), Patience (Wówačhiŋtȟaŋka), and Honesty (Woowothanja).

- Our wokanyeja are awaken
- Students thrive in a safe and nurturing environment
- Wolakota is essential to a thriving tiospaye
- Honoring our tiospaye and our indigenous knowledge, combined with contemporary learnings, creates a student who confidently walks in the world they create
- Being independent and critical thinkers is essential
- Transparency and honesty are essential for the tiospaye to build trust and foster relationships

GOALS

Goal #1: All children who are capable shall read independently by the third grade.

Goal #2: All students shall demonstrate growth in proficiency levels in Reading and Math annually.

Goal #3: Individual student attendance will improve annually with an end goal of 95% or higher.

Goal #4: All students shall have the opportunity to learn Lakota culture and language.

Goal #5: The School will improve enrollment, retention (80%), graduation, placement, and postsecondary success of students annually.

Goal #6: The School will improve community and parental/legal guardian participation annually with an end goal of 100% participation by parents/legal guardians.

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1.01 DISTRICT LEGAL STATUS

Crazy Horse School is a legal entity of the Oglala Sioux Tribe, from whom the School has been delegated authority to operate.

Ref: CHS Constitution, Article I, Section 3.

1.02 BOARD LEGAL STATUS

The affairs of the Crazy Horse School are governed by the Crazy Horse School Board in accordance with the School Constitution and By-laws adopted by the Oglala Sioux Tribal Council on September 26, 2006, by Resolution No. 06-90, as amended on June 29, 2021, by OST Resolution 21-157. *See* **Appendix 21**.

Ref.: CHS Constitution, Article I, Section 1, Section 3.

1.03 BOARD AUTHORITY

The School Board has the powers and responsibilities set forth in the Constitution and By-laws of Crazy Horse School. The Board exercises power only when in official session and votes to take action when a quorum is present.

Ref: CHS Constitution, Article I; CHS By-Laws

1.04 BOARD POWERS AND DUTIES

1. The Board has authority to conduct business at any properly called board meeting.
2. The Board shall be non-commercial, non-sectarian, and non-partisan. No commercial enterprise and no political candidate shall be endorsed by it.
3. The Board has the duty to meet at regularly designated times to transact business, establish policy, and plan as necessary to maintain the education process at Crazy Horse School.
4. The Board has the duty to maintain accreditation requirements.
5. The Board has a duty to engage in ongoing training related to educational governance, fiduciary responsibility, and policy oversight. The role of the Board is to establish policies and educational systems and to fulfill its fiduciary obligations and shall not extend into daily operational matters that are the responsibility of school administration.
6. The Board shall maintain working relationships with the Eagle Nest District government, the Oglala Sioux Tribe Education Committee, and the OST Tribal Education Agency.
7. The Board has a duty to hire a Superintendent and all other employment positions; to evaluate, review and appraise personnel policy; and to adopt a salary schedule for all employees.
8. The Board has a duty to approve all travel by school personnel and board members undertaken on behalf of the School.
9. The Board has a duty to adopt an annual budget, to review the school budget on a timely basis, and to approve any amendments to the annual budget.
10. The Board has a duty to decide the nature and extent of educational programs.
11. The Board has a duty to select a school board election committee and authorize it to conduct all school board elections.
12. The Board has the power to appoint committees and advisory committees as the Board deems appropriate but may not delegate decision-making authority to an advisory

committee.

13. The Board has the exclusive right to the management and administrative control of the Crazy Horse School system.
14. The Board has the authority to buy, own, sell, assign, mortgage, or lease any interest in real or personal property for such periods as may be authorized by law and to hold, manage, mortgage, and sublease the same, except that the Board may not mortgage, encumber, sell or pledge any real or personal property held in the name of the Oglala Sioux Tribe without the consent in writing of the Oglala Sioux Tribal Council.
15. The Board has the authority to make contracts, including contracts for employment, and to receive financial assistance from any governmental or private source and to expend School funds in the furtherance of its purposes.
16. The Board has the authority to borrow money and to issue evidence of indebtedness in furtherance of the purposes of the School and to secure the same by mortgage, pledge, or other lien upon the property of the School.
17. The Board has the power to sue and may specifically grant limited waivers of the School's immunity from suit and consent to be sued in the Oglala Sioux Tribal Courts or another court of competent jurisdiction provided, however, that:
    a. Any such waiver or consent to suit granted shall in no way extend to any action against the Oglala Sioux Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
    b. Any recovery against the School shall be limited to the assets of the School (or such portion of the School's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the School, and there shall be no recourse against any assets or revenues of the Tribe in order to satisfy the obligations of the School, including assets of the Tribe or property of the Tribe leased, loaned, or assigned to the School for its use, without transfer of title;
    c. Any waiver of the School's immunities granted pursuant to these policies and the action of the School Board shall be further limited or conditioned by such waiver;
    d. Any waiver may be granted only by: (1) a resolution adopted by the majority vote of the School Board for the specific purpose of granting a waiver; (2) the language of the waiver must be explicit; and (3) the waiver must be contained in a written contract or commercial document to which the School is a party;
    e. Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the School; and
    f. Waivers of sovereign immunity shall be specific and limited as to duration, grantee, transaction, property, or funds of the School, court, and/or arbitration body having jurisdiction, and applicable law.

Ref.: CHS Constitution, Article I

1.05 BOARD MEMBER LEGAL STATUS

An individual Board member has legal status only in her/his legal capacity as part of Crazy Horse School Board. No individual Board member has authority to act or speak on behalf of the School Board outside of a properly called meeting, and unless delegated authority to act on behalf of the School Board by Resolution of the School Board or as otherwise authorized under the School Constitution and By-laws. For example, School Board members shall not contact employees

directly regarding individual cases, but instead, shall refer such matters to the Superintendent to address the matter in accordance with School policies.
Ref: CHS Constitution Article I, Section 4.

1.06 NUMBER AND TERM OF BOARD MEMBERS

The number and tenure of School Board members is set by the School Constitution, Article II.

1.07 BOARD MEMBER QUALIFICATIONS

The qualifications required for Board member eligibility are set forth in the School Constitution, Article II, Section 2.

1.08 BOARD MEMBER TERM OF OFFICE

1. Newly elected Board members shall assume their official duties at the first regular Board meeting after the election. In the event a newly elected Board member is unable or unwilling to take the oath of office, the prior Board member shall continue to serve until the vacancy is filled in accordance with the School Constitution, Article II, Section 8.

2. The oath of office shall be administered by a School Administrator or an Oglala Sioux Tribal Judge at or prior to the first regular Board meeting following the election.

Ref.: CHS Constitution, Article II

1.09 BOARD MEMBER METHOD OF ELECTION

1. Elections for Crazy Horse School Board shall be held in accordance with the requirements of Article III of the School Constitution. In the event there is no law set forth in the School Constitution governing the specific issue raised in an election, the School Election Committee has the discretion to rule upon the issue in accordance with the School Constitution, the Tribal Constitution, and any other applicable tribal law.
2. Any person eligible for Board membership under Article II, Section 2 of the School Constitution may take out a nominating petition and be placed on the ballot, upon certification of the petition by the School Board Election Committee in accordance with the requirements of Article III, Section 1 of the School Constitution which requires twenty-five (25) signatures of eligible voters of the school service area. The School Board Election Committee shall have the responsibility for verifying candidate eligibility and voter eligibility working in coordination with the Tribal Secretary and Tribal election offices.
3. Any eligible voter as defined in Article II, Section 3 of the School Constitution shall be eligible to vote in the Crazy Horse School Board election.
4. Consistent with Oglala Sioux Tribe Ordinance No. 22-42 School Board elections will be valid and binding once certified by the School Board Election Committee without the requirement that the election be certified by the Tribal Council.

Ref.: CHS Constitution, Articles II and III.

1.10 BOARD MEMBER UNEXPIRED TERM FULFILLMENT

1. Any vacancies occurring in the membership of the Board shall be filled pursuant to Article II, Section 8 of the Crazy Horse School Constitution.

2. A vacancy on the Board shall be deemed to have occurred when a member:
   a. Dies;
   b. Resigns;
   c. Ceases to physically reside within the Crazy Horse School service area;
   d. Is unable to serve on the Board and attend meetings for more than 90 consecutive days because of illness or prolonged absence;
   e. Fails to discharge the duties of her/his office;
   f. Fails to qualify as provided by law;
   g. Is convicted of a felony;
   h. Fails to attend three (3) regular Board meetings, without being excused;
   i. Attends a meeting under the influence of alcohol or illegal drugs;
   j. Is removed for any reason allowed by law;
   k. Accepts a permanent position within the school system, including extra duty contracts within the school system. (Board members shall be allowed to volunteer to assist the school);
   l. Violates any provision of the School Board Code of Ethics (*See* Section 1.53).

3. Any vacancy occurring in an office shall be so declared by the Board and filled by appointment by a majority vote of the Board in accordance with Article II, Section 8 of the School Constitution, which requires:
   a. An announcement of the vacancy will be published in a newspaper with circulation within the school service area.
   b. The announcement will invite individuals to submit nominations and will list a specific date by which nominations must be submitted. Nominating forms may be obtained from the school business office.
   c. The Board will meet in executive session to discuss the qualifications, interests, attitudes, and goals of the potential candidates.
   d. The Board will interview potential qualified appointees who meet the eligibility criteria for Board membership in an executive session.
   e. The appointment of a new member will be made by a majority vote of the board members at an open meeting.
   f. Action on the appointment will be included in the published agenda of the meeting.

Ref.: CHS Constitution, Article II, Sections 7 and 8.

1.11 RESTORATIVE BOARD GOVERNANCE

Adopting a restorative governance framework allows the School Board to model the same principles of responsibility, respect, and constructive dialogue that it expects from administrators, staff, and students. By incorporating restorative practices into Board operations, meetings, and conflict management, the Board can strengthen working relationships, support effective decision-making, and maintain a culture of professionalism and mutual respect which also align with school-wide policy.

A restorative framework helps address these challenges by creating structured opportunities for dialogue, reflection, and constructive problem solving. The goal is not to eliminate disagreement but rather to ensure that differences are addressed respectfully and productively.

When the Board incorporates restorative practices into their governance structure, they demonstrate alignment between leadership behavior and the cultural expectations of Crazy Horse School. Restorative practices will be integrated into Board meetings and operations to support effective governance. These practices are not intended to significantly lengthen meetings but rather to improve communication and prevent misunderstandings.

1. **Board Meeting Governance.** The Board may implement any of the following restorative practices, and the use of restorative circles, at the opening and closing of meetings to encourage reflection and respectful engagement:
   a. Opening Reflection Circle: each Board member briefly responds to a prompt such as "What value should guide our work today?" or "What perspectives are you bringing into this meeting?"
   b. Intention Check-In: Board members share one intention they bring to the meeting and one commitment they have for maintaining respectful dialogue.
   c. Appreciation Circle: Board members briefly acknowledge contributions of fellow Board members, administrators, or community members during the meeting.
   d. Closing Circle Reflection:
      i. What is one takeaway from tonight's discussion
      ii. What did we do well as a Board today?
      iii. What can we improve moving forward?

2. **Board Working Sessions and Retreats.** The School Board may incorporate restorative practices into Board working sessions and retreats to assist board members in understanding others' perspectives and motivations for serving. The School Board may implement the following at working sessions and retreat activities (this list is not exhaustive):

   a. Relationship-Building Circles
      i. What does respectful governance look like for our board?
      ii. How do we want to address disagreement?
      iii. How do we maintain trust during difficult decisions?
   b. Annual Governance Agreements
      The CHS Board shall establish or revisit shared agreements that guide communication and conduct during meetings on an annual basis. These agreements may include commitments to listen actively and respectfully, speak constructively, and focus on issues rather than individuals. These conversations and agreements will create a shared understanding of expectations and strengthen the Board's ability to work together effectively.

3. Restorative Approaches to Addressing Board Member Concerns

A restorative approach establishes a clear process for addressing concerns and helps prevent misunderstandings from escalating into formal grievances. This approach includes several steps that prioritize communication and relationship repair before the formal grievance process is initiated. Individual CHS Board members are not required to utilize these restorative practices, however, their utilization is highly encouraged. School Board members have the option to file a formal grievance against another Board member pursuant to Section 1.12 at any point during the use of restorative practices.

a. Facilitated Restorative Dialogue – If direct discussion is not successful, the parties may participate in a facilitated restorative dialogue with a neutral third party facilitator selected by the School Board members. This process provides a structured space for participants to express their concerns, clarify impacts, and identify constructive ways to move forward.
b. Restorative Circle or Mediation – a restorative circle or mediation process may be used. This structured format allows all participants to speak, be heard, and collaboratively identify solutions that restore effective working relationships. Restorative Circles and mediations between School Board members shall be conducted by a neutral third party selected by the School Board members.
c. Talking/Healing Circles – after Board member disagreements, misunderstandings, or inter-personal conflicts are resolved between the involved Board members, the full School Board may engage in a facilitated talking/healing circle to allow all Board members the opportunity to share how the resolved issue may have impacted them, and the operations of the Board, collectively share how the Board will collectively move forward, and give those that may have caused harm the opportunity to mend the harm.

1.12 BOARD MEMBER RESIGNATION, DISCIPLINE, SUSPENSION, AND REMOVAL

1. Members may resign by filing written notice to the Board at a regular meeting where a quorum is present.
   a. The resignation shall not be effective until a successor is appointed. The resigning member shall serve in his/her official capacity as a board member until the appointment of a replacement is complete, unless unable to do so because of legal or medical reasons as approved by majority vote of the School Board.
   b. Official materials given to a Board member remain the property of the Board and shall be returned when a member leaves the Board.

2. Board members may be disciplined by sanction or removed by the Board. The grounds for such discipline or removal are as stated in Article II, Sections 5 and 6 of the School Constitution as follows:
   a. Removal for cause, or discipline in the form of a sanction or reprimand requires an affirmative majority vote of the remaining Board members.
   b. The majority of the remaining Board may vote to remove or sanction any Board member who:
      i. Is absent from three (3) consecutive regular meetings;
      ii. Has inadequate attendance at meetings while on travel status;
      iii. Displays unethical or unlawful conduct;

iv. Displays conduct unbecoming of a Board member as determined by affirmative vote of three (3) Board members;
v. Violates Crazy Horse School Drug and Alcohol policies as set forth in the Crazy Horse Personnel Policy and Procedures Manual, and as required by Oglala Sioux Tribal Council Resolution 93-109;
vi. Violates any Crazy Horse School Fiscal Management Policies and Procedures, or
vii. Violates School Board Code of Ethics or the Code of Ethics of the American School Board Association.

c. The School Board shall conduct a sanction or removal hearing prior to voting on sanction or removal and shall issue a notice of hearing to the School Board member in question in writing at least five (5) business days in advance of a sanction or removal hearing. Notice shall be deemed delivered three days after mailing or when received, whichever is the shorter timeframe. The School Board shall provide the Board member with opportunity to be heard, notice of the allegations that are the grounds for removal or sanction, opportunity to examine any witnesses, and opportunity to present any witnesses or evidence in their favor. The Board member may be represented by an attorney or advocate at their own expense.

d. The Board President shall notify a Board member of the issuance of a sanction and shall ensure the notice of sanction is included in the School Board minutes. In the event of removal, the ex-Board member of removal by certified mail that such removal has taken place. In the event the President is removed, the Vice-President shall be responsible for delivering notification by certified mail.

3. A Board member may be removed for cause by vote of fifty-one percent (51%) of the electorate eligible to vote in a school board election. Such vote shall be held in a duly called recall election which shall be scheduled under the direction of a school election committee upon the occurrence of the following:
   a. A recall petition must be filed with the School Board naming the Board member or members to be removed, the reason for removal, and be duly verified by the circulator of the petition as true, correct, and accurate.
   b. The recall petition must be circulated and signed by fifty-one percent (51%) of the total number of votes cast in the preceding school board election. Beside each signature, the signer must place the date of signing and his/her local address.

4. Grievance against a Board Member.
   a. Any member of the public, student or school employee may file a grievance against a board member. Such a grievance must be based on one or more of the following reasons:
      i. Unethical or unlawful conduct; Conduct unbecoming a Board member as determined by affirmative vote of three (3) Board members.
      ii. Violation of Crazy Horse School Drug and Alcohol policies as set forth in the Crazy Horse Personnel Policy and Procedures Manual, and as required by Oglala Sioux Tribal Council Resolution 93-109.
      iii. Violation of any Crazy Horse School Fiscal Management Policies and Procedures.

iv. Violation of School Board Code of Ethics or the Code of Ethics of the American School Board Association.

b. A grievance shall be filed in writing with the School Superintendent's Office and the Human Resources Department. The Superintendent shall provide a copy of the grievance to the School Board Recording Secretary and President, unless the Grievance is on one of these School Board officials in which case the second official to receive the complaint shall be the Vice-President of the School Board. The School Board shall review the grievance in Executive Session and determine if one of the following actions is warranted:
   i. Conduct of a sanction or removal hearing in accordance with this Section of this Policy in which event the Board shall take action on the record by motion to hold a hearing;
   ii. Further investigation of the grievance in which case the Board shall take action by Motion to direct further investigation, who will be responsible for conducting the investigation, and a timeframe for reporting back to the Board.
   iii. Dismissal of the grievance if the grievance does not meet one of the grounds for sanction or removal set forth above, in which case the Board will dismiss the grievance by motion.

c. The School Board will notify any person filing a grievance of the disposition of the grievance. If a sanction or removal hearing is scheduled, the grievant shall be provided with notice of the date and time of the hearing and be provided with notice that if they do not appear for the hearing the grievance may be dismissed if there is insufficient evidence of a violation in the absence of their testimony.

Ref.: CHS Constitution, Article II, Sections 5 and 6.

1.13 BOARD OFFICERS

If a Board office becomes vacant, a special election at the next Board meeting shall be held to fill such office for an interim term, which will expire at the annual meeting. The following officers shall be elected at the first regular Board meeting in December, after Board elections:

1. President
2. Vice-President

Ref.: CHS Constitution, Article IV - Section 1 and 2

1.14 BOARD OFFICERS - METHOD OF ELECTION

Board Officers shall include the President and Vice-President. Election of officers shall be held annually at the first regular meeting in December of each year. Once a quorum is established, the Board shall receive nominations from the Board members present for President. The vote shall be by roll call. Once elected, the new President shall immediately assume the position of President and shall preside over the election of the Vice-President, and any remaining business. Officers elected shall serve until the regular meeting held in December of the following year.

1.15 DUTIES OF BOARD PRESIDENT

The President shall preside at all meetings, make reports, and perform all other duties required by law. In duties of the President include the duty and responsibility to:

1. Appoint and dissolve all committees with the approval of the vote of a majority of the Board;
2. Preside at all meetings of the Board, but cannot make motions;
3. Act as a liaison between the Crazy Horse School and the Oglala Sioux Tribal Education Committee and report to such committee on a regular basis, or when called upon by the Committee;
4. Countersign restricted fund checks, contracts, and official reports submitted on behalf of the Board;
5. Confer with the Superintendent on crucial matters which may occur between school board meetings;
6. Represent Crazy Horse School when called upon by the School Board to do so by action of the School Board;
7. To call regular, special, and emergency meetings of the Board;
8. To prepare the agenda for regular, special, and emergency meetings in conjunction with the Superintendent;
9. To call emergency meetings when necessary;
10. Ensure an accurate journal is kept of the proceedings of the Board;
11. To ensure notice of school board elections is given not earlier than sixty-two (62) days, and not later than thirty-two (32) days prior to the School Board election date;
12. To preside over meetings which includes the authority to recognize speakers, call for motions, call for discussion, and call for a vote on any pending motion in accordance with Roberts Rules of Order. The President is responsible for maintaining order during Board meetings and has authority to restrict discussion to the question before the Board.

Ref.: CHS Constitution, Article IV, Section 3

1.16 DUTIES OF BOARD VICE-PRESIDENT

The Vice-President shall assist the President and shall perform the duties of the President in her/his absence.
Ref.: CHS Constitution, Article IV, Section 4

1.17 DUTIES OF BOARD RECORDING SECRETARY

The School Board shall by Resolution appoint a Recording Secretary to keep accurate minutes of the School Board meetings. The Board may, by Resolution, authorize payment of reasonable compensation for performance of Recording Secretary duties which shall include:

1. Keeping accurate minutes of the meetings of each duly-called Board meeting.
2. Presenting Draft Board minutes for Board approval within forty-five (45) days of each Board meeting.
3. Issuing notices as directed by action of the School Board.
4. Ensuring all Board minutes and resolutions are signed by the President and Recording Secretary and original minutes and resolutions are properly maintained in a secure location within the Business Office.

5. Ensuring copies of all approved Board minutes and resolutions are distributed to each Board member, the Superintendent, and the Business Office.

1.18 SCHOOL BOARD MEMBERS

1. Individual Board members or groups of Board members shall not have independent authority to speak for the Board and shall make no out-of-meeting commitments or conduct Board business unless directed to do so by the Board.
2. In the absence of the President and Vice President at a duly called Board meeting, a majority of the quorum of the Board may appoint a Board member to preside over the meeting and perform the duties of the Board President in his/her absence.
3. The Board is not bound in any way by any statement or action made by an individual Board member or employee, except when such statement or action is pursuant to a specific Motion or Resolution enacted by the board at a duly called meeting.

1.19 NEW BOARD MEMBER ORIENTATION

Within sixty (60) calendar days of the appointment or election of new Board members, the Superintendent shall ensure that orientation for the new Board member(s) is completed.

The Board President and Superintendent shall assist each new Board member to understand the functions, policies, and procedures before and after taking office.

Newly chosen Board members are encouraged to attend Board meetings in the interim between her/his election and the start of her/his term of office and shall be given selected materials dealing with the school.

1.20 BOARD MEMBER DEVELOPMENT OPPORTUNITY

Board members are encouraged to participate in meetings, conferences, and workshops of state and national education associations and to take part in other activities which will help them become better informed and able to perform their duties. Participants shall share the information, recommendations, and materials acquired with the Board and appropriate staff. Funds for participation in such meetings and activities will be budgeted annually. The Board shall designate which members may attend such meetings or activities.

1.21 ERRORS AND OMISSIONS INSURANCE – BONDED BOARD MEMBERS

a. CHECK-SIGNING AUTHORITY & COVERAGE REQUIREMENT

All Board members authorized to sign checks on behalf of the School shall be covered by either:

- A fidelity **bond** under the School's bond policy; **or**
- An **Errors & Omissions (E&O) insurance** policy maintained by the School.

No Board member shall sign checks until one of the above forms of coverage has been confirmed and is actively in effect.

b. CONDITIONS OF COVERAGE

1. Each check-signing Board member must maintain either bond or E&O coverage at all times while serving in a check-signing capacity.
2. Coverage applies solely to acts performed within the scope of the Board member's official duties and delegated authority on behalf of Crazy Horse School.
3. Intentional misconduct, fraud, theft, or criminal acts are expressly excluded from both bond and E&O coverage.
4. Any Board member who loses eligibility under both forms of coverage shall be immediately suspended from check-signing authority and subject to review by the full Board.

c. LAPSE OF COVERAGE

If a Board member's bond or E&O coverage lapse or are denied:

1. That individual's check-signing privileges shall be **immediately revoked**;
2. The full Board shall be notified in writing without delay;
3. The Board shall designate an eligible, covered replacement signatory to ensure continuity of School operations.

d. ANNUAL REVIEW

The School Board shall review bond and E&O insurance coverage annually to ensure all check-signing Board members maintain at least one qualifying form of coverage and that coverage limits remain adequate to protect the School's financial interests.

1.22 BOARD COMPENSATION AND EXPENSES

Reimbursement to Board members for official travel shall follow the travel expense procedures established herein and the School By-laws, Article III, Section 1. The Board shall compensate its members for any reasonable actual expenses incurred in the performance of their duties and mileage as board members.

The Board shall establish a Stipend Schedule by Resolution of the Board for attendance at: (1) Regular, Finance, and Special Board meetings not to exceed 24 board meetings in a year; (2) Policy working sessions and Board Retreats; and (3) other required meetings and/or trainings/professional development, for example, OLNEC meetings, OST Education Meetings, etc., annually no later than the August Regular Board meeting. Stipend amounts shall not exceed a reasonable amount, based on the average amounts paid to School Boards on the Pine Ridge Indian Reservation as a meeting stipend. For Board members who attend Board meetings, or other meetings and working sessions, in person, mileage will be paid at the approved GSA rate.

Board members shall receive compensation only in the form of stipends as approved by the Board and reflected in Board policy. No Board member shall receive bonuses, additional compensation,

employee fringe benefits, incentives, or other remuneration beyond the authorized stipend.

Travel expenses shall be reimbursed in accordance with the Travel and Expense policies of the School applicable to personnel. Board members are also subject to Section 1 of the School Policies, including Section 1.54(3)(h) regarding gifts, gratuities, and meals.

Reference: CHS By-Laws, Article III, Section 1.

1.23 LEGAL COUNSEL

The Board may retain legal counsel to advise and represent the School and the School Board at its discretion. Counsel will be required to attend such meetings where her/his services are requested. Counsel shall advise the Superintendent and Board on legal matters submitted to him/her. Attorney's services to employees for actions undertaken in their official capacities as employees are available only by permission of the Board. The School Board may also authorize outside legal counsel for such employees when a conflict of interest exists in the Board's or provide for reimbursement of legal expenses incurred when the employee prevails in any legal proceeding against the employee in their capacity as an employee. Counsel's services are available through the Superintendent to the Business Manager and Human Resources Officer by permission of the Board. This permission may be revoked by the Board in the event of a conflict of interest. Counsel shall maintain all necessary certification to practice law in the State of South Dakota and the Oglala Sioux Tribal Courts.

1.24 CONSULTANTS/PRESENTERS/VOLUNTEERS

All consultant contracts must have prior Board approval before the delivery of any services at the school. No contracts will be paid in advance for unperformed services unless the School Board authorizes payment in emergency circumstances. Emergency circumstances include those where services cannot be procured in a timely manner, where the advance payment is for reasonable costs to mobilize construction contracts, or where the advance payment is required to procure equipment or other materials. All presenters and volunteers must be accompanied by a certified CHS staff member at all times.

1.25 AWARDS, RECOGNITIONS, CERTIFICATES

The Board shall recognize outstanding achievement and service to the educational community with awards of certificates of appreciation to Board members, staff, students, and community members. Local school leadership shall develop and implement "showcasing" opportunities for students designed to allow them the opportunity to demonstrate special skills, talents or abilities, and those equipment, facility and materials resources required for the implementation of an effective activities program. The local school board will establish a policy providing for the regular and consistent acknowledgement of student achievement and performance during the school year.

1.26 ANNUAL MEETING

The annual meeting shall be held on the same day at the same time in August of each year as is established by the School Board by adopting a resolution.

1.27 BOARD MEETINGS

Regular meetings of the school board shall be held on the second Wednesday of each month at 5:30 p.m. (postponed if no quorum by 6:00 p.m.) or at another convenient time set by the Board. Time for community input is provided from 5:30-6:30. Finance meetings of the Board are held on the last Wednesday of each month at 5:30 p.m. (postponed if no quorum by 6:00 p.m.) or at another convenient time set by the Board. The Superintendent and Business Manager shall attend all meetings of the Board. Supervisors shall attend Board meetings at the request of the Superintendent or the Board Chairperson. All meetings shall be conducted as scheduled unless otherwise approved by a quorum of the Board. *Ref.: CHS By-Laws, Article I, Section 2*.

1.28 SPECIAL AND EMERGENCY BOARD MEETINGS

Special meetings may be called whenever deemed necessary by the President, a majority of the Board or by a petition signed by no less than fifteen percent (15 %) of eligible voters. Written notice of the time, place, and purpose of special meeting shall be posted in a conspicuous place and delivered to every Board member by mail, email, or text message by the Superintendent at least three (3) days prior to the date of the special meeting. No business other than that stated in the notice of meeting may be transacted at the special meeting. The number of special and emergency meeting meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe Education Code.

In the event of the need of immediate board action, which for the purposes of this section shall be defined as an emergency, the President shall contact all other board members, either personally, by text or by telephone, notifying them of a need to hold an emergency meeting. The emergency school board meeting may be held wherever or whenever it is deemed necessary, after due notice by text, email, telephone call or voice message, or fax to each board member is given. The presence of a quorum of the school board shall be sufficient and necessary to hold a proper emergency school board meeting. The President may appoint a school board member to be secretary at that time to record such emergency meeting. Attendance at a Regular, Special or Emergency Board meeting constitutes a waiver of the notice requirement except where a Board member attends for the express and exclusive purpose of objecting to the transaction of business because the meeting is not properly called or convened.

Ref.: CHS By-Laws, Article I, Sections 3, 4 and 5.

1.29 RECESSED MEETING

The Board may, by a majority vote, recess an official meeting or personnel hearing until a later time, and continue the recessed meeting or personnel hearing at the point where the previous meeting or personnel hearing recessed. Public notice shall be given of the time and place for the reconvened meeting, but not for the personnel hearing. Recessed meetings when reconvened shall be called back to order and back in session by the President.

1.30 PUBLIC HEARING

The President, or another Board member appointed by action of the Board shall preside at public hearings required by law or others deemed advisable and shall inform the public at the beginning of the hearing about the procedures that will be followed regarding questions, remarks, rebuttals, time limitations and other rules. To remark, citizens must be recognized by the Presiding Officer, and all remarks must be addressed to the Presiding Officer and be relevant to the topic. The Presiding Officer will recognize persons who have not commented previously before recognizing persons who wish to remark a second time. An audio recording and minutes shall be kept of all public hearings.

1.31 WORK SESSIONS

The Superintendent or President may conduct informal work sessions, such as policy working sessions, with Board members that may be open to the public to discuss issues and to keep them better informed about the progress and needs of the school. No official Board action shall be taken during such work sessions. Board members shall receive a stipend for attendance at work sessions in accordance with the Board Stipend Schedule established in accordance with Section 1.22.

1.32 BOARD MEETING NOTIFICATION

Notice shall be given of the date, time and place of all regular board meetings, by the Superintendent or his/her designee to board members forty-eight (48) hours prior to meeting and shall be posted in open public locations within the school service area, or published by notice to the official local newspaper and radio stations on the Pine Ridge Indian Reservation. Notice shall be given of the date, time, place and meeting purpose of all special board meetings, by the Superintendent or his/her designee to Board members three (3) days prior to meeting and shall be posted in open public locations within the school service area, or published by notice to the official local newspaper and radio stations on the Pine Ridge Indian Reservation.

Ref.: CHS By-Laws, Article I, Sections 2 and 3.

1.33 BOARD MEETING PREPARATION

The Superintendent or her/his designee shall provide the Board members with information to assist them in reaching sound and objective decisions consistent with established goals prior to any Board action. Board members are expected to study the information and contact the Superintendent to request any additional information necessary to assist them in their decision-making responsibilities.

1.34 BOARD MEETING AGENDA

The Board shall follow the order of business on the printed agenda for regular board meetings. The Board shall follow the notice of special meeting for special meetings. The Board also authorizes the use of a Consent Agenda where appropriate. At the start of the Board meeting, the Board may amend the agenda by a majority vote. Regular meeting agendas must include the

following Order of Business:

I. Roll Call
II. Call to Order
III. Wocekiye' and Wokasape
IV. Approval of the Agenda
V. Approval of the Minutes
VI. Public Presentations
VII. Director/Administrator Reports
VIII. Action Items
Executive Session (if needed)
IX. Other
X. Adjournment

1.35 DISTRIBUTION OF BOARD MEETING MATERIALS

The Superintendent is responsible for preparing and disseminating an agenda and other reports to all Board members at least two (2) working days prior to the Board's meetings. Materials prepared for Board meetings may be sent to Board members by email. The Financial reports of the Business Office, including a list of accounts payable items, shall be included in the documents sent prior to all Finance Committee special meetings. The report shall include supervisor monthly reports, minutes of previous meetings that require Board approval and any other information that will need an advance study. Publicly available Board meeting materials may be picked-up from the Superintendent's Office prior to a Board meeting.

1.36 RULES OF ORDER

Robert's Rules of Order (revised) shall govern the Board, except where such rules are in conflict with the Constitution and By-Laws of Crazy Horse School. The Board shall decide when such rules are in conflict with the above-mentioned authorities.

Ref.: CHS By-Laws, Article I, Section 9B.

1.37 QUORUM

Three (3) voting members of the Board shall be present at official meetings to constitute a quorum to transact business. The act of the majority of members present at a meeting shall constitute an act of the Board unless the By-Laws, Constitution, or policies require a 2/3 majority vote. No stipend shall be paid for a meeting at which no quorum was established, but mileage for those board members present shall be paid.

Ref.: CHS By-Laws, Article I, Section 7

1.38 AMENDMENTS TO THE CONSTITUTION

The Constitution may be amended by the vote of three (3) Board members, and the approval of

the Oglala Sioux Tribal Council. The By-Laws may be amended by a 2/3 vote of the Board at a duly called meeting, and the approval of the Oglala Sioux Tribal Council. Amendments to the Constitution or By-Laws have no effect until approved by the Oglala Sioux Tribal Council.

Ref.: CHS Constitution, Article V, Section 2; By-Laws, Article VI, Section 2

1.39 VOTING METHOD AT BOARD MEETINGS

Voting at all meetings of the Board shall be by call of the roll unless otherwise established by a majority vote of the Board members present and the results shall be duly recorded in the minutes. Voting on motions shall be by roll call and published as such in the Board minutes.

For purposes of this Policy, a Board member who abstains from voting has the same effect as a yes vote under Roberts Rules of Order. In the event that Board conflicts of interest prevent the Board from having three members eligible to vote on any matter, the majority vote of the remaining Board members present at the meeting shall prevail on the matter.
Ref: CHS By-Laws, Article I, Section 10

1.40 MINUTES OF BOARD MEETINGS

Minutes of Board meetings are a written record of the proceedings, must be approved by a majority vote of the Board, signed by the Board President, and shall be published by the Superintendent within a week following their approval. The Recording Secretary's name shall be noted on each set of officially approved minutes. Minutes of Advisory Committee meetings must be submitted to the Board for their approval. An official record of the minutes shall be kept on file in the Superintendent's Office and are open to public inspection during the working day. The Superintendent has authority to post official approved minutes on the School website. The School Board shall approve the minutes of every meeting of the Board within twenty (20) calendar days after such meeting. Minutes shall include:

1. A record of all actions taken by the Board, with the vote of each member recorded;
2. Resolutions and motions in full;
3. A record of disposition of all matters the Board considered but took no action.

All approved Minutes shall be kept in the School Main Office in a Binder. A binder or folder for each Board meeting shall be kept in the Main Office that includes the minutes, approved reports to the Board, and copies of all materials considered by the Board at that meeting, excluding personnel or other confidential materials which shall be maintained in accordance with CHS confidentiality policies.

Ref: CHS By-Laws, Article I, Section 11

1.41 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board encourages input from community members. To accommodate this, the Board shall schedule a place on the agenda for brief comments and questions from the public. This brief period shall be conducted as follows:

1. Any individual desiring to address the Board shall sign a Sign-In sheet to be maintained by the Recording Secretary at the beginning of the meeting, or before the start of the Board meeting. Prior to publicly hearing any matter brought before the Board from a member of the public, the School Board President shall determine whether the item must be heard in Executive Session.
2. Members of the public wishing to make formal presentations before the Board shall make arrangements in advance in writing to the Superintendent or Board President to be scheduled on the agenda.
3. Comments or questions at a regular meeting may relate to any topic concerning the School. Comments or questions at special meetings can only relate to special meeting agenda topics.
4. Speakers may offer criticism of school operations and programs, but no personal complaints against school personnel will be allowed. Personnel grievances will be handled in accordance with the School Personnel Policies which require the filing of a written grievance and following the Grievance process set forth in the Personnel Policy.
5. Student disciplinary matters shall not be heard in a public Board meeting but shall be handled in accordance with School Policies in Executive Session for the protection of students.
6. People who speak shall limit their remarks to a maximum of five (5) minutes and groups are urged to designate a spokesperson.
7. The Board President shall call on all speakers who shall properly identify themselves, maintain order, and adhere to the time limits set and the item(s) on the agenda.
8. Questions shall be answered immediately by the President or referred to the Superintendent for a reply. Questions which require further examination or deal with the day-to-day operation of the school, shall be referred to the Superintendent for consideration and a later response.
9. The Board encourages the attendance and participation by District officers and representatives at each public Board meeting.
10. The Board President has authority to recognize speakers, terminate comments of persons that are not in order, and to require any person who disturbs good order or whose conduct disrupts the School Board meeting to leave the meeting. The School Board also has such authority when acting by majority vote.

1.42 BOARD MEETING NEWS COVERAGE

A copy of the agenda will be sent in advance of all official Board meetings to members of the news media who request it. Representatives of the news media who are unable to attend a Board meeting may be provided with approved Board minutes upon their written request to the Superintendent. Individual Board members shall refer requests from news media representatives for information about Board meetings and Crazy Horse School to the Board President and Superintendent.

1.43 EXECUTIVE SESSION

All meetings of the Board shall commence as a public meeting. The Board may enter executive session upon the approval of a motion to declare an executive session for the following purposes as specified by law:

1. When hearing charges brought against a public officer or employee unless the public officer or employee requests a public meeting;
2. To consider information regarding the qualifications, appointment, employment, competence, performance, disciplinary action or dismissal of a public officer or employee or prospective public officer or employee;
3. To conduct a hearing of a student disciplinary action;
4. When consulting with legal counsel or reviewing communications from legal counsel about contractual matters or litigation matters;
5. To take any other action where tribal or federal statute requires a closed session;
6. To protect the privacy of students.

Electronic devices, including but not limited to cell phones, smart watches, tablets, laptops, or recording devices, are prohibited during executive session. Devices must be powered off and stored outside the executive session area or in a designated secure location. Violations may result in loss of Board stipends or additional discipline as permitted by Board bylaws and applicable law.

Only personnel or other people authorized by the Board shall be allowed to attend executive sessions. The President may declare the Executive Session and can declare the end of an Executive Session, and the Recording Secretary shall record the time the Board goes into Executive session and when Executive Session ends.

Ref: CHS By-Laws, Article I, Section 8

1.44 POLICY DEVELOPMENT

The Board is the policy making body for the school and shall exercise leadership in the operation of the school through the development and adoption of written policies. Changes in the needs, conditions, purposes, and objectives of the school will require revisions, deletions, and additions to Board policies. Proposal(s) for new policy or change(s) to existing policy may be initiated in writing to the Superintendent or Board President.

The Superintendent shall be responsible for drafting policy recommendations into acceptable written form for further deliberation or action by the Board. The policies of the Board shall comply with Tribal and federal laws, rules, and regulations. The Superintendent may seek the counsel of the school attorney for an opinion on any proposed policy revisions.

The local school leadership shall direct the development and distribution of a School Leadership Policy Manual prior to the start of the 2026-27 School Year which shall incorporate all orientation and training materials along with roles and responsibilities of each position, along with fiscal, educational, support service, personnel, facility, transportation, student, and other policies provided for within the school system.

The school leadership or designated administrative personnel will develop policies regarding the duties and responsibilities of personnel providing supervision of student in on-campus and extracurricular activities prior to the start of the 2026-27 School Year. The school leadership or designated administrative personnel will provide an orientation as to the duties, compensation and responsibilities of those personnel providing supervision for students.

1.45 POLICY ADOPTION

Final policy-making authority shall be exercised by the Crazy Horse School Board through utilization of the following procedures:

1. A policy may be amended by a majority vote of the Board members present at any regular meeting with a quorum present.
2. The recommendations of the Superintendent and viewpoints of persons or groups affected by the policy shall be considered by the Board.
3. Policies are in effect on the date of adoption or time designated by the Board.

1.46 TEMPORARY POLICY

The Board may temporarily approve a policy to meet an emergency under extraordinary conditions. Regular policy-making procedures shall be followed before a temporary policy become permanent. A temporary policy shall be in effect for no longer than ninety (90) days.

1.47 POLICY DISSEMINATION

The Superintendent shall provide access to an updated Policy Manual for members of the Board and all employees of the school, its students, and the general public. The Board Policy Handbook is a matter of public record and shall be open for public inspection at the Superintendent's, Principal's, or Human Resources Department during the working day. The policy manual may also be available on the school website. All policies approved by the School Board in the previous year, including the Personnel Policies and Procedures Handbook shall be sent to the OST Tribal Education Agency each year in October.

1.48 POLICY REVIEW

Crazy Horse School policies shall be reviewed annually at a working session of the Board, public, and appropriate administrative staff. The Board shall consider the success of existing policies in achieving the educational and student developmental goals of Crazy Horse School and shall revise the policies to conform to those goals. The Policies of the School shall be reviewed prior to the start of the school year. Amendments to the Personnel Policy and Student Handbook shall be adopted on or before the first day of the School year, unless there is an immediate need for amendments to address legal, business, or other policy concerns. All policies approved by the School Board shall be provided to the OST Tribal Education Agency on an annual basis in July.

1.49 SCHOOL BOARD MEMBER COMMUNICATION, SUPERVISION, AND CHAIN OF COMMAND

Individual School Board members shall not direct, supervise, evaluate, discipline, investigate, or otherwise manage School employees.

Questions regarding employee compensation, consultant compensation, payroll, stipends, benefits, contracts, leave balances, personnel actions, vendor agreements, or employment-related matters shall be directed to the Superintendent and/or Business Manager.

Individual School Board members shall not request compensation information, payroll records, personnel records, consultant payment information, contract details, or personnel documentation directly from support staff or employees.

No employee shall be required to respond to payroll, compensation, personnel, contract, or operational inquiries from individual School Board members unless authorized by the Superintendent or Business Manager.

The Superintendent and Business Manager shall serve as the official points of contact for compensation, payroll, contracts, and personnel administration.

1.50 REVIEW OF ADMINISTRATIVE DIRECTIVES

The Board may review directives issued by the administration and veto such rules at its discretion after consulting with the Superintendent.

1.51 ADMINISTRATION IN POLICY ABSENCE

The Board intends written policies serve as mandatory guidelines for the discretionary action of those in authority and as a source of information and guidance for persons who are interested in or affected by the policy. The Superintendent has the authority to act in the event the policies and procedures of the Board have provided no guidance for required administrative action. Such decisions shall be subject to Board review at the next regular Board meeting. The Superintendent shall promptly inform the Board of such action and of the need for policy guidance.

1.52 SCHOOL BOARD RECORDS

The Recording Secretary of the Board is the legal custodian of all official records of the Board. S/he shall also be responsible for the safekeeping of all official papers and other documents which belong to the Board or that pertain to its business. The location of all official records of the board shall be the Main Office. The official minutes of the Board, the written policies and financial records shall be open for inspection in the Superintendent's Office by any citizen desiring to examine them during regular working hours. Confidential files pertaining to individual students or staff shall not be released to or be in the possession of unauthorized personnel.

1.53 MEMBERSHIP IN SCHOOL BOARD ASSOCIATIONS

The Board shall participate as a group and on an individual basis as fully as possible in educational associations and may join any organization by resolution of the Board. The dues for such

membership shall be paid out of the general fund if membership has already been approved by the Board.

1.54 SCHOOL BOARD CODE OF ETHICS

Education at Crazy Horse School rests on firm commitments to the dignity and worth of the individual; to the preeminence of enlightenment and reason over force and coercion; and to government by the consent of the governed. Schools prosper to the extent they merit the confidence of the people. In judging schools, society is influenced to a considerable degree by the character and quality of their School Board. To meet these challenges, School Boards have an obligation to exercise leadership. School Board Members shall comply with the following code of ethics:

1. Attend all meetings, discuss items presented on the agenda, suggesting other items for consideration, and vote and act upon motions and resolutions impartially for the good of the school.
2. Accept the will of the majority vote in all cases and give support to resulting policy.
3. Become familiar with school policies and procedures, and the school laws of the Oglala Sioux Tribe and the United States government.
4. Have knowledge of the educational aims and objectives of the school.
5. Represent the Board and the school to the public in such a way as to promote interest and support.
6. Refer all written suggestions and complaints to proper school authorities and abstain from individual counsel and action.
7. Exercise no administrative responsibility with respect to the school. May not interfere with the day-to-day operations.
8. Refrain from commanding the services of any school employee.
9. Respect the civil rights of those with whom the school board member has contact in the performance of her/his duties.
10. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, illegal drugs, or use of misleading or false statements.
11. Develop, interpret, and accurately represent School Board policies. Board members are encouraged to visit the school as a parent/guardian or a volunteer, and not as a board member, except for school events requiring Board involvement.
12. Distinguish personal politics, attitudes, and opinions from School Board policies.
13. Safeguard confidential information.
14. Not allow decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld.
15. Avoid preferential treatment and terms of interest.
16. School Board members applying for employment or extra duty at CHS shall first resign from their position on the Board.

1.55 BOARD MEMBER CONFLICT OF INTEREST

1. Every Board member is required to disclose in writing to the School Board potential, actual, or apparent conflicts of interest, or appearances of impropriety annually and on an ongoing basis as conflicts arise. No board member may be present during any part of the

decision-making process where a potential, actual, or apparent conflict of interest exists, and may not participate in the vote on any matter involving a conflict of interest. No Board member shall evaluate, discipline, hire, promote or otherwise influence the employment conditions of an immediate family member or where a conflict of interest exists or is apparent.

2. Conflicts of interest are defined as:

   a. **Personal financial gain**, for the purposes of this policy, is defined as: Financial benefit to the person or their immediate family.
   b. **Personal Conflict of Interest** is defined as: A conflict involving personal relationships in which the Board determines based on objective evidence, that the decision maker is not capable of making an objective decision.
   c. **"Immediate family member"** is defined as meaning parent, grandparent, child, grandchild, or sibling, whether by blood, marriage, or adoption. An immediate family member shall also include all persons living within the household of a Board member.

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

   a. No officers or members of the school board shall receive any financial benefit whatsoever from the purchase of goods or services for the school.
   b. Any contract of the school in which a member of the school board has a direct or indirect interest shall be considered null and void unless the board member did not participate in the award or selection for the contract. No Board member may have a financial interest in a contract with the Crazy Horse School.
   c. No school board member shall be employed by Crazy Horse School and draw salary or compensation for work completed that is direct part of the school, unless otherwise provided in the Bylaws.
   d. Any school board member may run for the Oglala Sioux Tribal Council. However, if elected to such body, he/she must resign from the school board.
   e. If a tribal council member, or Crazy Horse School board/staff member should seek office or employment at Crazy Horse School, he/she must first resign his/her employment or his/her elected position before being seated or employed by the school.
   f. When a person applying for employment is a member of the immediate family of a Board or Committee member which by rule or practice regularly nominates, recommends, or screens candidates, that relative shall be disqualified from participation in any selection procedure or subsequent personnel action. The requirements of this section shall include service contracts.
   g. Any Board member so related shall abstain from Board action involving a member of that Board member's immediate family.
   h. Acceptance of gifts, gratuities, or meals from contractors or personnel employed by the school or under consideration for employment or contract with the school unless such gift or gratuity is first disclosed to the School Board and then approved by motion. If not approved, such gift or gratuity shall be turned over to the School for disposition. In recognition and support of local customs, those gifts given as part of community activities or Lakota custom are allowed, if the employee

discloses the gift, in writing, to the Superintendent, and for Board members, as long as the Board member discloses the gift to the School Board, and the School Board approves the gift on the record. CHS shall not use any federal funds to provide gifts to the School Board, and any gift must be approved by action of the School Board, and no gift shall exceed $150.00 in value.

4. Every Board member is required to disclose to the School Board potential, actual, or apparent conflicts of interest. Where a conflict of interest involves a member of the School Board, that School Board member shall remove themselves from the room until a decision has been made on the issue, and shall refrain from participation in the decision making, including discussion of the issue. If another Board member, School personnel, or any other person raises a Board Member Conflict of Interest, the Board member may remove themselves from participation in decision making, or the School Board may remove the Board member from decision making by a majority vote.

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2.01 SECTION APPLICATION AND ADMINISTRATION GOALS

This section shall apply to the Superintendent and the Principals only. In the event there is no guidance in this section regarding an administrator, the Personnel Policies of the School shall apply. The general purpose of the administration of the school shall be to coordinate and supervise the creation and operation of an environment in which students learn. The goals of the administration shall be:

1. To effectively manage the academic and support programs of the school.
2. To provide professional advice and counsel to the Board and advisory groups.
3. To implement the management function to assure the best and most effective learning processes through achieving such objectives as:
    a. Providing leadership in keeping abreast of current educational developments;
    b. Arranging for staff development necessary to establish and operate cooperative efforts at improving learning programs, facilities, equipment, and materials; and
    c. Providing access to the decision-making process for staff, students, parents, and others.

2.02 SCHOOL ATTENDANCE AREA

The Board shall establish school service area boundaries. The current boundaries, until amended by resolution of the School Board, are the Eagle Nest District, Pine Ridge Indian Reservation as determined by the OST Election Ordinance and The Tribal Constitution. The School reserves the right to limit its enrollment for K-12 students when it is determined that enrollment or estimated enrollment has increased beyond the capacity of the School's facilities.

2.03 SCHOOL YEAR

The term of school shall be approved by the Board and shall meet the applicable BIE and state minimum contact hour requirements.

2.04 SCHOOL CALENDAR

The school calendar shall meet accreditation requirements, set days of attendance for staff and students, days of in-service and organizational meetings for teachers and administrators, holiday and vacation periods, and other schedules of importance to the staff, students, and the public.

The Superintendent shall present a school calendar for the ensuing term of school to the Board for their approval before April 1. Any changes in the school calendar require Board and OST Education Committee approval prior to the start of the next term of school.

2.05 EXTENDED SCHOOL YEAR

The Superintendent shall have the authority to grant an extension of the school year for purposes of meeting classroom instruction day requirements after meeting with Principals and consulting with the Board for approval.

In the event an extended school term is needed to meet accreditation requirements, teachers shall provide instruction as an extended obligation to their contract for no additional compensation.

2.06 SUMMER SESSION EXTENDED LEARNING OPPORTUNITIES

The Board may provide a summer session as deemed necessary at all levels of instruction upon the recommendation of the Superintendent. This should be approved at the April Regular Meeting for the summer session. The school administration shall set the times, dates, and courses to be offered during the summer session.

2.07 SCHOOL DAY

The length of the school day shall comply with applicable laws, rules, and regulations. When necessary to meet applicable BIE or state minimum contact hour requirements, any days missed shall be made-up during the current term of school at a date to be decided upon after input from the staff, students and parents and pending Board approval.

2.08 EVENING SESSIONS

The Board may establish and maintain evening schools or adult and continuing education programs for all persons over eighteen (18) years of age who are unable to attend school full-time.

2.09 REMOTE LEARNING

The Superintendent may approve remote learning for its students in the event of any public health or safety issue, inclement weather, or conflict in use of facilities occurring (such as a funeral) by board resolution or motion, provided that the remote learning platform is available to all students in the classroom. In the event the remote learning platform is not available to a CHS student, that student shall be provided with alternative methods of education, which may include educational packets or scheduled alternative education sessions with the teacher.

2.10 EMERGENCY CLOSING

The Superintendent may close school for emergencies, which threaten the life, health or safety of the students or staff. The Superintendent shall arrange broadcasting of school closure information by local radio and television stations, and NASIS messenger and prior to bussing start times where possible.

2.11 ADMINISTRATOR CODE OF ETHICS

Education at Crazy Horse School rests on firm commitments to the dignity and worth of the individual; to the preeminence of enlightenment and reason over force and coercion; and to government by the consent of the governed. Schools prosper to the extent they merit the confidence of the people. In judging schools, society is influenced to a considerable degree by the character and quality of their School Administration. To meet these challenges, administrators have an obligation to exercise leadership. Administrators shall comply with the following code of ethics:

1. Attend all meetings, discuss items presented on the agenda, suggesting other items for consideration, and act in an impartial manner for the good of the school.
2. Accept the will of the School Board in all cases and give support to resulting policy.
3. Become familiar with school policies and procedures.
4. Have knowledge of the educational aims and objectives of the school.
5. Represent the school to the public in such a way as to promote interest and support.
6. Refer all written suggestions and complaints to proper school authorities and abstain from individual counsel and action.
7. Exercise no Board responsibility with respect to the school.
8. Respect the civil rights of those with whom the school has contact in the performance of her/his duties.
9. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, illegal drugs, or use of misleading or false statements.
10. Actively enforce school policies and procedures.
11. Distinguish personal politics, attitudes, and opinions from school policies.
12. Safeguard confidential information.
13. Not allow decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld.
14. Avoid preferential treatment and conflicts of interest.

2.12 ORGANIZATION CHARTS

The chain of command in the organizational chart represents the direction of authority and responsibility and shall be regarded as visual representation of current policy. Legal authority of the Board is conveyed through the Superintendent by the organizational chart, which shall be submitted to the Board for approval prior to the beginning of each School year. The School Administration including the Superintendent, the Human Resources Officer, and the Board shall annually develop an organizational chart for all positions on or before the August Regular Board meeting each year. The Board or the Superintendent may request the views of School Principals and school personnel in developing and/or amending the organizational chart. The organizational chart shall be approved by the Board. The Board may approve amendments to the organizational chart at any time to meet the needs of the School, as long as such reorganization conforms to the Constitution and By-laws, and policies and procedures of Crazy Horse School. The Organizational Chart is located in **Appendix 3** of the Policy Manual.

2.13 SCHOOL ORGANIZATION PLAN/ADMINISTRATIVE REPORTING REQUIREMENT

The Board shall approve a Plan4Learning School Plan that identifies specific goals, objectives, and activities for development and implementation. The Board shall approve all programmatic reports required by the BIE, CANS, and any other federal, state, or local funding agencies. The Superintendent, or their designee, is responsible for ensuring that all programmatic reports required are timely completed and submitted to the Board for approval and to the funding agencies. A checklist of the programmatic reports due and the due dates is attached as **Appendix 4.**

The Superintendent shall be responsible for monitoring activities identified in the Plan4Learning the Superintendent shall conduct a Plan4Learning Plan Review and Assessment session annually utilizing a process for input from staff, students, parents, and other community members by June 15th of each year that will include budgetary needs and recommendations. The Superintendent shall submit a report to the Board annually on or before August 1st of each year that includes accomplishments and identified needs for Board approval. Any revisions to the Plan4Learning Plan shall be approved by the School Board and shall be disseminated to all employees during scheduled pre-service at the beginning of each school year.

2.14 SCHOOL BUILDINGS

Principals shall submit a plan of classroom use and staff assignments of all instructional areas to the Superintendent before June 15th for the following school year.

2.15 LINE AND STAFF RELATIONS

The Superintendent or designee shall inform all school staff regarding working relationships at the school. Lines of direct authority are those approved by the Board and shown on the school organization chart. School staff shall refer matters requiring administrative action to their immediate supervisor who shall refer such matters to the next higher administrator when necessary. All school staff shall keep their immediate supervisor informed of their activities. In the case where a conflict of interest may exist, the staff member shall refer the matter to the next higher administrator. Please refer to **Appendix 3** for further guidance on this issue.

2.16 SCHOOL SUPERINTENDENT SUPERVISION AND AUTHORITY

The Superintendent is the chief administrator employed by the Board. The Superintendent serves by contract approved by the Board. The Superintendent's immediate supervisor shall be the CHS School Board. The President of the Board shall be responsible for signing leave slips and the time sheets, and advance approval of any leave taken by the Superintendent and may do so using any form of electronic signature software or program approved by the Business Office. In the absence of the President, the Vice President shall be responsible for approval of leave slips and the time sheets. The Board is responsible for clearly specifying the requirements and expectations of the Superintendent.

The Superintendent is charged with the overall responsibility of the operation and administration of the school within the framework established by the policies and directives of the Board. The Board shall rely on the Superintendent to provide professional, administrative leadership.
The Superintendent shall be responsible for establishing the expectations for all other administrators, holding each of them accountable, and shall meet weekly with the school Principals. The Superintendent is the immediate supervisor of all school principals unless a conflict of interest exists, then refer to Section 2.05 for supervisory controls. Any time the Superintendent is absent from the School for more than four (4) hours, the Superintendent shall issue a written Memorandum which shall be delivered by email to Supervisors, designating an Acting Superintendent, who shall be a certified Administrator, unless no certified Administrators are available, for the period of absence from the School.

2.17 SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, SELECTION, AND INTERVIEW PROCESS

1. **Qualifications.** To be eligible for the position of Superintendent, a person must meet the legal requirements of the accrediting authority applicable to Superintendents and the OST Education Code. The Board shall consider only those candidates who meet the qualifications of the accrediting agency and the OST Education Code, and who display the ability to successfully carry out the duties of the Superintendent.

2. **Application.** The Board shall solicit applications from qualified members of the staff and may list the vacancy with any placement agency at its discretion. Applicants must submit a letter of application, resume, credentials, certificate of endorsement, transcripts and shall include written statements concerning:
   a. Educational Philosophy,
   b. Philosophy of Educational Administration,
   c. Management experience with staff, students, buildings and grounds, and facilities.
   d. Personnel and program assessment experience and knowledge,
   e. Knowledge of support programs and funding resources,
   f. Philosophy concerning role of Superintendent and School Board,
   g. Philosophy concerning role of the student in the educational leadership process,
   h. Philosophy concerning local control of the educational process,
   i. Demonstrated knowledge and experience in Lakota history, language, culture, and values.
   j. The ability to establish and maintain safe schools.
   k. Knowledge of school finances and the proper expenditures of various funds.

3. **Applicant Screening.** Applications for the Superintendent shall be screened for eligibility by the Human Resources Department and those candidates selected as finalists by the Board shall be interviewed.

4. **Interviews.** The Board shall screen the applicants and schedule structured interviews with the selected finalists and may provide for the participation of staff, students, parents, and community members. Interview questions will relate to any criteria deemed appropriate by the School Board. The Board shall endeavor to conduct interviews on a school day so that applicants may visit the school while in session and may utilize the services of the retiring Superintendent or an outside consultant for recruiting and interviewing candidates for the Superintendent position. The Board reserves the right to re-advertise.

5. **Pre-Employment Testing.** The Superintendent shall be subject to a pre-employment alcohol and drug test, a background check which shall include, but not be limited to, criminal history, employment history, and a due diligence background check. The contract with the Superintendent, even if signed by the parties, shall not be considered executed, valid, or enforceable until all results are returned regarding the background check and drug and alcohol testing. Any contract signed shall be null and void and of no legal effect as if no employment relationship exists if a positive test result or unacceptable background check result after the contract has been signed occurs.

2.18 SUPERINTENDENT APPOINTMENT

The Board shall select and appoint a Superintendent for a term not to exceed three (3) years. Any contract for more than one year must be contingent on a performance evaluation average rating of satisfactory or higher cumulatively each year. Such contracts must include provision for non-renewal on an annual basis if the performance evaluation rating cumulatively is less than satisfactory. The School Board shall not pay out any portion of a contract not performed for any reason with federal funds.

2.19 SUPERINTENDENT AND PRINCIPAL EXPENSES

The Superintendent and Principals shall be reimbursed in the same manner and at the same rate as all other employees of CHS. The Board will not pay any expenses for candidates who are invited to interview for the position.

2.20 SUPERINTENDENT PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Superintendent shall pursue professional development to keep the Board and professional staff informed of new and promising educational developments. The Superintendent should attend educational conferences, seminars, workshops, and other professional meetings, visit other school systems, and use other means to be informed about modern educational thought and process. The Superintendent shall notify the Board President of any professional meetings, which will cause her/him to be absent from the school for more than two (2) consecutive workdays. Professional development of more than three (3) days shall require notification of the entire Board. When the Superintendent is absent, s/he shall notify school personnel through the school bulletin of his/her absence, along with who the Acting Superintendent shall be. The Acting Superintendent shall conduct the daily business of the school and respond to those situations that require immediate attention. The Acting Superintendent shall be on duty and at the school during required work hours until the return of the Superintendent.

2.21 SUPERINTENDENT CONSULTING

The Superintendent shall devote her/his time to the supervision of the school and shall not be engaged in any other business, which interferes with his/her ability to fulfill their obligation to the position. The Superintendent may not undertake consultant work or other professional obligations unless specific prior approval is secured by a School Board motion or resolution.

2.22 EVALUATION OF SUPERINTENDENT

The Board shall evaluate the Superintendent in writing twice a year, utilizing an approved evaluation form. A copy will be provided to the Superintendent. The assessment criteria shall include, but not be limited to the criteria relied upon in hiring the Superintendent. The Board shall complete the first evaluation before the first Board meeting November, unless there are extenuating circumstances resulting in a delay, and shall complete the second evaluation before the first regular meeting in February, unless there are extenuating circumstances causing a delay.

2.23 SUPERINTENDENT /PRINCIPAL RESIGNATION

If the Superintendent or a Principal desire to be released from her/his contract, s/he shall request approval for such release in writing to the Board with the reason(s) clearly stated. Such resignation shall be in accordance with the Superintendent or Administrator's contract.

The provisions of the Personnel Policy governing resignations shall apply to the Superintendent and Principals, including penalties for resignation prior to the end of the contract term.

Prior to leaving the position, the Superintendent and the Principal must provide an exit report to the Board to include information requested by the Board.

2.24 BOARD/SUPERINTENDENT RELATIONS

Legislation of policies is the most important function of the Board, and the execution of policies is the function of the Superintendent. The Superintendent is supervised by the School Board. The Superintendent has executive powers to administer the school within Board policies and procedures, freeing the Board to devote time to policymaking and assessment functions. The Superintendent is responsible for carrying out policies within established guidelines and for keeping the Board informed about school operations. The Superintendent will notify the Board President and/or Board members as soon as possible of any events of an emergency nature which occur in school and any other important information.

2.25 ADMINISTRATOR COMPENSATION GUIDES AND CONTRACTS

The School shall employ administrators with the ability to exercise professional leadership in the school.

1. The salary for administrators shall be negotiated with the Board. Regarding Principals, the Board may consider the recommendations of the Superintendent. The salary for administrators must be within established budget line items.
2. The amount and type of leave for administrators shall be a negotiable contract item.
3. Any unused leave remaining at the end of the administrators' contract period shall be negotiated as to any carryover provisions into the next contract term, or for payment upon completion of the contract, at the discretion of the Board. Sick leave may not be paid out if unused during the contract term.
4. The fringe benefits for administrators shall be according to the fringe benefits that employees currently receive.
5. Any provisions and negotiated items shall be clearly specified on the administrator's contract and approved by the Board.
6. The original contract executed with the signatures of the administrator and Board President shall be placed in the personnel file of the administrator.
7. The Board will attempt to notify Superintendent of contract renewal or non-renewal by the first regular meeting in February. However, the Board reserves the right to not renew an administrator's contract at any time before the beginning of the next school year.
8. The Superintendent will attempt to notify the Principals of contract renewal or non-renewal

by the first regular meeting in March. However, the Superintendent reserves the right to not renew an administrator's contract at any time before the beginning of the next school year.

2.26 ADMINISTRATOR SEPARATION

The contract of an administrator who shall arbitrarily or willfully breach her/his contract or abandon her/his employment without approval by action of the Board shall not be entitled to payout of any accrued leave, shall be subject to imposition of contract penalty as set forth in the Personnel Policy, and shall not be entitled to any continuing benefits provided pursuant to contract. The Board may recommend to proper authorities that the license or certificate of the administrator be suspended or revoked. The Board may dismiss an administrator for reasonable and just cause to include, but not be limited to, breach of contract, incompetence, neglect of duty, immoral conduct, mistreatment treatment of a student or staff member, conviction of a felony, continuing physical or mental disability rendering her/him unfit to perform her/his duties, refusing to give or follow a directive necessary to the safe and effective functioning of CHS, other matters prescribed by law, violation of the code of ethics, or any other grounds set forth in the Personnel Policy applicable to all employees.

Only the Board may terminate an administrator contract. In the case of a Principal, the Superintendent may make the recommendation to the Board to terminate a principal, or the Board may terminate the contract upon its own motion. The Superintendent may also suspend a Principal from their duties, without pay, pending action by the Board. If the School Board decides to proceed with a hearing to terminate the contract of the Superintendent or a Principal for cause, the Board shall notify the administrator, in writing of the grounds for contract termination, and advise her/him of the right to a due process hearing before the Board at a date to be set by the Board. A due process hearing shall not be automatic and shall only be granted upon timely request by an administrator within three (3) business days of receipt of notice of the contract termination. Regarding the procedures for such due process hearings, the administrator shall follow the grievance procedures established, except that the grievance shall only be heard by the Board. By majority vote, the Board may suspend from active duty, with or without pay, an administrator against whom a recommendation for contract termination has been filed, until a final decision is rendered.

2.27 TIME SCHEDULES

Daily time schedules for administrators shall be set by the Superintendent. Administrators shall be on duty during the approved specified school calendar for the school term. The Board shall determine the additional days needed to meet the demands of the school upon the recommendation of the Superintendent. Administrators may be required to attend meetings, conferences, and other activities in connection with their job responsibilities, which may extend beyond the regular workday at no additional compensation.

2.28 PART-TIME ADMINISTRATORS

Administrators may be retained on a part-time basis under special circumstances agreed upon by

the Superintendent and Board. This shall be considered only if it is advantageous and workable for the school and the administrator involved.

2.29 ADMINISTRATIVE INTERN PROGRAM

An administrative intern program may be established for school personnel and maintained to provide the school with a group of personnel eligible for service as administrators. Any internship within the School shall be approved by the Board. All interns must be under the Supervision of an administrator during the hours of internship, and all interns must meet the drug and alcohol testing and background check requirements of the School.

2.30 COMMITTEES TO ADMINISTRATION

The Superintendent may establish committees, as s/he deems necessary for proper administration of policy and for improvement of the total educational program. Such committees function in an advisory capacity, have no inherent authority, and make recommendations to the Superintendent for possible submission to the Board. The Superintendent shall define the membership and responsibilities of such committees, which may be changed at her/his discretion. The Superintendent may approve the expenses incurred by such committees to be paid from school funds for services, materials, and travel that are within the approved School Budget.

2.31 BOARD POLICY IMPLEMENTATION

The Superintendent and the Principals are responsible for enforcing administrative regulations and policies established by the Board. Administrators are responsible for informing subordinates of policies, procedures, regulations, and the enforcement of said policies.

2.32 DISREGARD FOR POLICY

Continuous disregard for Board policies, procedures, and administrative rules and regulations constitutes insubordination or willful neglect of duty and shall lead to disciplinary action.

2.33 SCHOOL PRINCIPALS QUALIFICATIONS AND AUTHORITY

Each school principal is the chief administrator and instructional leader of their assigned grade levels. To be eligible for the position of Principal, a person must meet the legal requirements of the accrediting authority and the Oglala Sioux Tribe Education Code applicable to principals. The principals are charged with the overall responsibility of the administration and instruction of his/her respective school, within the framework of the Personnel Policy, and under the direction and supervision of the Superintendent of CHS. The principals must be able to provide professional administrative leadership for the teachers and staff of each of their assigned grade levels.

The Superintendent is responsible for clearly specifying the requirements and expectations of the principals. Each Principal shall meet a minimum of once per week with the Superintendent and a minimum of once per week with that Principal's teachers and staff, except for extenuating circumstances as determined by the Superintendent.

The school principals are ultimately responsible for maintaining and improving the academic and social progress of the CHS students, and for communicating and recommending to the Superintendent and School Board the needed changes in curriculum, student support, and staff development. The principals are responsible for carrying out the school mission and executing the CHSPP. The principals may delegate to subordinates in order to carry out his/her duties but shall be ultimately responsible for ensuring that those duties are fulfilled by teachers and staff. The principals are also responsible for listening to and acting upon reasonable recommendations of his/her teachers and staff.

The principals shall, in conjunction with the Superintendent, submit an annual Instructional Progress Report no later than the completion of the academic year, which shall evaluate the instructional progress of the CHS students, as well as make recommendations for changes in instructional and operational policies and procedures. When a school principal is absent, s/he shall notify school personnel through the school bulletin of his/her absence, along with designating an Acting Principal during their absence.

2.34 PRINCIPALS RECRUITMENT, SELECTION, INTERVIEWING, AND APPOINTMENT

The recruitment, selection and interviewing shall be as follows:

1. **Recruitment:** The Board shall consider only those candidates who meet the qualifications of the accrediting agency and the Oglala Tribal Education Code, and who display the ability to successfully carry out the duties of Principal. The Board shall solicit applications from qualified members of the staff and may list the vacancy with any placement agency at its discretion.
2. **Selection and Interview Process:** Applications for Principal shall be screened by the Human Resource Director and those candidates selected as finalists by the Board shall be interviewed. The Board shall endeavor to conduct interviews on a school day so that applicants may visit the school while in session and may utilize the services of the retiring Principal or an outside consultant for recruiting and interviewing candidates for the Principal's position. The Board reserves the right to re-advertise.

    a. Applicants must submit a letter of application, resume, credentials, certificate of endorsement, transcripts and shall include written statements concerning:

        i. Educational philosophy and knowledge of state curriculum standards;
        ii. Philosophy of Educational Administration;
        iii. Management experience with staff, students, buildings and grounds, and facilities;
        iv. Personnel and program assessment experience and knowledge;
        v. Knowledge of support programs and funding resources;
        vi. Philosophy concerning the role of the Principal;
        vii. Philosophy concerning role of the student in the educational leadership process;

viii. Philosophy concerning local control of the educational process;
ix. The ability to establish and maintain safe schools;
x. Knowledge of school finance and the proper expenditures of various funds;
xi. Demonstrated knowledge and experience in Lakota history, language, culture, and values; and
xii. Experience in effective student management and discipline techniques.

b. The School Board shall schedule structured interviews with the selected finalists and may provide for the participation of staff, students, parents, and community members. Interview questions will relate to any criteria deemed appropriate by the School Board.

c. The Principal shall be subject to a pre-employment alcohol and drug test, a background check which shall include, but not be limited to, criminal history, employment history, and a due diligence background check. The contract with the Principal, even if signed by the parties, shall not be considered executed, valid or enforceable until all results are returned regarding the background check and drug and alcohol testing. Any contract signed shall be null and void and of no legal effect as if no employment relationship exists if a positive test result or unacceptable background check result after the contract has been signed occurs.

2.35 EVALUATION OF PRINCIPALS

The Superintendent shall evaluate the principals at least twice annually, based upon criteria approved in advance by the School Board and the Superintendent. The mid-year evaluation shall be complete on or before January 15th of each contract year. The second evaluation will be completed prior to the issuance of renewal/non-renewal recommendations. The evaluation shall be placed in the principals' personnel folders. The Superintendent shall complete all Principal evaluations no later than April 1st of each year, and shall report to the Board annually, prior to May 1, 2021, starting with the 2021-2022 School Year, on the performance of all Principals and shall recommend renewal or nonrenewal of continued employment and salary status. Written Evaluations, observation of work by an administrator's supervisor, or any other objective criteria may be used to recommend or not recommend continued employment. Formal evaluations shall be made at least twice per year for the first two years of employment and annually thereafter, once each semester, according to the following guidelines:

1. Evaluation criteria shall be in written form and made available to the administrator and shall be approved by the Board.
2. The administrator's immediate supervisor shall provide the evaluation unless there is a conflict of interest, in which case, the Board shall determine who shall perform the evaluation.
3. Evaluation results shall be written and discussed by the evaluator and administrator.
4. The administrator being evaluated has the right to attach a memorandum to the written evaluation agreeing or disagreeing with the evaluation.
5. Results of evaluation shall be maintained in confidential personnel files kept in the Human Resources Department.

Section 3: Personnel

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3.01 PERSONNEL GOALS AND OBJECTIVES

This section shall apply to all CHS employees, including administrators, unless otherwise stated in Section 2, or other sections of the Personnel Policy. 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. Personnel matters, concerns and administration shall be administered by the Human Resources Department. Human Resources and Business Office functions shall operate as separate administrative roles to ensure internal controls, accountability, and compliance.

Principles governing personnel matters include the following Objectives:

1. All appointments, promotions, measures of control, and separations shall be based on objective criteria.
2. The School Board shall establish 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 Crazy Horse School shall be made attractive as a career and employees are encouraged to render their best service to the students and public.

The School's Personnel goals are:

1. To recruit and employ the highest qualified personnel to staff the school system.
2. To provide compensation and benefits for staff based on experience, education, and training.
3. To develop and implement personnel assessment processes which will contribute to improvement of staff performance and the instructional 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, including providing an Employee Assistance Program (EAP) as set forth in this Policy.

3.02 EXPECTED VALUES

Acceptable behavior of staff and students at the school is encompassed by actions that exemplify the Lakota Values of Wisdom, Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakȟaŋ), Patience (Wówačhiŋtȟaŋka), and Honesty (Woowothanja).

3.03 EQUAL EMPLOYMENT OPPORTUNITY

Race, creed, color, national origin, religion, gender, age, marital status, disability, or prior civil rights activity will not be a factor in the hiring, assignment, reassignment, promotion, demotion, or dismissal of personnel at Crazy Horse School. For qualified applicants, Indian preference shall apply in all hiring situations.

3.04 INDIAN AND VETERAN PREFERENCE

In accordance with the provisions of federal statutory and case law, Crazy Horse School shall give preference in employment and training opportunities to qualified tribal members and American Indians. In determining level of qualification, Crazy Horse 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.	Individuals holding non-enrolled (NE) status with the Oglala Sioux Tribe, or eligible for enrollment with the Oglala Sioux Tribe because of parentage or lineage.
6 pts.	An enrolled Indian, not a member of the Oglala Sioux Tribe, but married to such a member.
4 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.
10 pts.	Honorably Discharged Veterans. Although not obligated to do so under the law, Crazy Horse 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, Crazy Horse School shall assign 10 points for Veteran's preference, if the applicant chooses to self-identify as such. A veteran must be capable of proving his/her status through a DD214 document.

All employees may be subject to a background check annually for Tribal, State and/or Federal criminal convictions. Background checks may be at the employee's expense.

3.05 STAFF INVOLVEMENT IN DECISION-MAKING

The Superintendent is responsible for ensuring decision-making processes are designed to incorporate the advice of employees in matters that affect their conditions of employment, program, and institutional assessments, community involvement, school climate, student activities and other related developmental activities. The School Board shall approve a School Leadership team annually for the purpose of implementing and overseeing the Plan4Learning system. The School Leadership Team shall include the Superintendent, School Enhancement Director, Principals, at least one parent and one student, one special education and one general education teacher, one staff member from the Business Office, and any other persons the Superintendent deems advisable to meet the requirements of Plan4Learning and NASIS.

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, visits from and to other schools, an adequate professional library, assistance from

supervisors or consultants, and attendance at professional conferences and meetings. Staff shall always keep classroom teaching a priority and limit attendance to these opportunities accordingly so as not to hinder or interfere with regular teaching. Provision shall be made annually for a Staff Development Program that will be developed with the staff and paid for upon the recommendation of the supervisors and approval of the Superintendent and the School Board.

3.07 PERSONNEL DISCIPLINE

1. **Progressive Discipline System.** 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 problems involving job performance and/or behavior. 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 which includes, but is not limited to, any act resulting in serious damage to school personnel, students, or property, criminal misconduct, or actions by an employee which impact the financial integrity or community reputation of CHS, an employee may be subject to immediate suspension by the Superintendent and/or immediate dismissal by the Board. **Any employee who does not seek and obtain written leave approval shall be considered Absent Without Leave and shall take Leave Without Pay for any hours not approved in advance, and shall be subject to discipline under this Personnel Policy, up to and including termination. Any employee who is AWOL who does not call or show up to work for one (1) day is subject to discipline, up to and including termination of employment. Any employee who is AWOL who does not call or show up to work for three (3) days, whether consecutive or not, is considered to have abandoned their employment and to have resigned from their job. There is no grievance available on a job abandonment.**

   Disciplinary actions, including suspensions, shall carry over into subsequent contract periods and shall not expire solely due to annual contract renewal, provided employment with Crazy Horse School remains continuous. Prior disciplinary action shall remain a part of the employee's disciplinary record for purposes of progressive discipline, preventing habitual misconduct from being treated as isolated incidents each new school year.

2. **Misconduct.** Disciplinary action may result from, but is not limited to, the following employee behavior:
   a. Insubordination or failure to follow the chain of command for resolution of concerns and grievances. Insubordination or failure to follow the chain of command for resolution of concerns and grievances. Any personnel who violate the chain of command by bringing personnel issues directly to the School Board or individual School Board members shall be subject to discipline consistent with CHS policies up to and including termination for a first violation.
   b. Insubordination means any intentional refusal of an employee to obey an employer's lawful and reasonable direction.
   c. Unequal treatment, discrimination, or harassment of any students, staff, or clientele of the School in any manner at any time.
   d. Failure to abide by the policies of the Crazy Horse School.

e. Failure to report to work timely, tardiness, absence without prior approval, absence without leave.
f. Leaving the worksite without prior approval or taking excessive breaks.
g. Failure to perform assigned job duties.
h. Failure of a supervisory employee to enforce any or all of these policies.
i. Drinking or using alcohol or other illegal drugs while performing job duties during hours of employment.
j. Driving a school vehicle while under the influence of alcohol or other illegal drugs.
k. Disruptive behavior or conduct against other persons, i.e., threatening bodily harm, malicious gossip, obscene language.
l. Threatening or causing physical injury to students or personnel of the school.
m. Stealing or destroying school property.
n. Misuse of school vehicles, including personal use of school vehicles.
o. Use of personal cell phones at times other than scheduled breaks or lunches, except in the case of emergency to protect student or staff safety.
p. Smoking or use of tobacco products outside of specifically authorized areas or in school vehicles.
q. Misuse of school materials, supplies or equipment.
r. Misuse or embezzlement of school funds.
s. Involvement with students ethically or morally prohibited by professional and community standards.
t. Violation of the Social Media Policy, or personal communication through social media including but not limited to Facebook, Twitter, email, and text messaging with students without advance permission from the Immediate Supervisor.
u. Falsification of required reports.
v. Corporal punishment, battery, or retaliation against a student.
w. Failure to carry out assigned duties or to provide adequate supervision of students. This includes but is not limited to failure to report violations of the CHS Bullying Policies they witness or are told about on an Incident Report Form.
x. Non-compliance with the South Dakota Department of Ethics Code of Ethics (See Policy 3.21 Code of Ethics).
y. Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons.
z. Conviction of a felony under the Major Crimes Act, 18 U.S.C. § 1153, or under federal criminal laws of general applicability or a conviction for a State or Tribal crime that is a felony or a misdemeanor involving dishonesty or moral turpitude, or a crime of violence.
aa. Providing a student with drugs or intoxicants.
bb. Criminal, dishonest, or disgraceful conduct which adversely reflects on Crazy Horse School.
cc. Failure to follow safety precautions which endanger staff, students or public.
dd. Violation of traffic laws which results in Federal, Tribal, or State charges when it affects the employee's ability to perform duties.
ee. Sleeping while scheduled to perform official duties.
ff. Engaging in political activity while on official duty.

gg. Gambling during working hours.

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

An employee's failure to notify the Superintendent and Human Resources Department of a conviction as required by this section shall result in immediate suspension and/or termination by the Superintendent. Once the Superintendent is notified of such conviction, the Superintendent shall put together a plan of discipline and employee assistance with the help of Human Resources Department personnel regarding such conviction. Further action shall be taken at the direction of the Superintendent.

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

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

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

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

5. **Second Step: Written Reprimand.**

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

6. **Third Step: Suspension.**
   a. The Immediate Supervisor shall meet with the employee to discuss the matter.
   b. The Immediate Supervisor will issue a written letter to the Superintendent recommending suspension. The letter shall include the reason(s) and the dates of Suspension recommendation. A copy will be provided to the employee and placed in the personnel file.
   c. The Superintendent may issue a written notice of suspension of the employee for 1 to 5 days without pay, or in the alternative issue a written reprimand and provide in the notice the dates, reasons for action, and notice any other violations may result in contract termination.
   d. 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.
   e. The Superintendent may suspend any personnel with or without pay from their assignment, for good cause.

7. **Contract Termination.**
   a. The Immediate Supervisor shall meet with the employee to discuss the matter.
   b. The Immediate Supervisor shall issue a written recommendation for termination of contract to the Superintendent. The letter shall include the reasons for recommended action.
   c. The Immediate Supervisor shall provide all written documentation concerning the employee to the Superintendent.
   d. The Superintendent shall decide on the termination of the employee's contract. Written notification shall be made by the Superintendent to the employee and shall include the reason(s) for the disciplinary action. The notice shall include the employee's rights to notice and opportunity to be heard by the School Board under Section 3.08 of this Policy governing Grievance Hearings.
   e. Three or more written reprimands in an employee's personnel folder may be grounds for immediate suspension or termination as determined by the Superintendent.

8. **Superintendent Discipline.** The School Board is responsible for discipline of the Superintendent. Progressive Discipline as set forth in Sections 1 through 4 above shall apply to the Superintendent, except that the Supervisor responsible for discipline shall in all cases relating to the Superintendent is the School Board acting by Motion of the School Board.

9. **Employee Assistance.** An Employee Assistance Program may be utilized at any time during the disciplinary procedures to assist in correcting the issues as approved by the supervisor. Any EAP Program utilized is voluntary. The Human Resources Department shall notify the supervisor of the employee's participation if this service is used.

10. **Applicability of Grievance Procedures.** Employees who take issue with any suspension or termination of contract received may use the formal grievance procedures set forth in Section 3.08. There is no appeal or grievance available from a verbal or written warning. Grievance procedures are not available to staff whose contracts have not been renewed if the grievance is related to the non-renewal.

3.08 EMPLOYEE DUE PROCESS COMPLAINT, PEACEMAKING AND GRIEVANCE PROCEDURES

All employees of Crazy Horse School have a right to initiate grievances or a complaint.

a. A grievance is defined as: A claim upon a condition or circumstance which was allegedly caused by misinterpretation or inequitable application of existing school policy, rules, or regulations, or alleged unsatisfactory performance of job responsibilities.

b. A complaint is defined as any accusation, charge, or allegation, either oral or written, that is less formal than a grievance regarding the employee's employment conditions, or regarding the conduct of another employee.

In initiating a grievance, employees have a right to expect complete freedom from retaliation by another employee which could be directed towards them, or a student involved. It is further expected that all parties who participate in the grievance process, whether school employee or patron, shall observe confidentiality and shall limit access to information relative to the grievance to those involved. These restrictions shall not be used to deprive either employees of patron's advice and counsel of any persons or groups.

Grievance procedures apply to Grievances, Contract Suspensions, and Contract Terminations under Section 3.07 of this Policy. Grievance procedures are not available for Complaints, including complaints that express concerns with conduct of other employees in the workplace, except for complaints of harassment or bullying as defined in Section 3.12 of this Policy. Complaints regarding the conduct of employees other than complaints of harassment or bullying as defined in Section 3.12 of this Policy must be addressed with the employees Immediate Supervisor for resolution within the Chain of Command. Failure to follow the chain of command and procedures in this Policy is grounds for disciplinary action for insubordination. Any questions about the proper procedure for addressing grievances and complaints should be directed to the Human Resources Director.

Grievance procedures are available to an employee until exhausted under policies and procedures of Crazy Horse School, if filed according to the timeline set forth below. Any information concerning an employee grievance is to be held in strict confidence by Crazy Horse School

administration, staff, and by the grieving employee.

In the grievance process, employees have the right to due process and representation at their own expense.

At the conclusion of the initial process whether a complaint or grievance, information regarding the process shall be provided to the employee by the immediate supervisor involved.

Any employee who does not follow the grievance appeal process and chain of command by filing complaints or grievances subject to this policy with the OST Tribal Education Agency, the CHS Board or the Education Committee will be subject to discipline for insubordination, up to and including termination.

Employees may seek assistance in the grievance process from the Human Resource Department as requested. A written record of all grievance proceedings shall be on file and maintained by the Human Resources Department.

Policy: The policy of Crazy Horse School provides for an orderly process whereby employees may have their grievances/complaints addressed in a fair and equitable manner without fear of repercussion. Complaints of harassment, bullying and discrimination shall be processed according to the policy and procedures handbook. Every effort shall be made to seek an acceptable solution by informal means at the lowest possible level of supervision.

The grievance must be filed within five (5) business days after the grievant knew of the act or realized the nature of the act or condition upon which the grievance is based. In the case of child abuse, sexual assault, or other criminal activities, within 10 business days from knowledge of the nature of the act that gives rise to the grievance. If the timetable is not met, the complaint/grievance is barred.

If an Employee. reports serious misconduct, safety concerns, or repeated policy violations through the established chain of command, beginning with their immediate supervisor. Reports shall be in writing for documentation purposes. If the concern involves the employee's supervisor or is not being addressed appropriately in accordance with policy, the employee may report directly to the Superintendent or designee. All reports shall be documented and addressed in accordance with policy and due process requirements.

Peacemaking Process.
It is the intent of Crazy Horse School Board and Administration to develop and implement policies that will allow the staff and board members to resolve employment related complaints and grievances in a manner that is consistent with traditional concepts of restorative justice maintained by the Oglala Sioux Tribe and its members. The goal of this process is to resolve conflicts at the lowest level possible by reaching a consensus and healing among the aggrieved parties.

All parties to disputes, be they complaints or formal grievances, are encouraged to attempt to resolve any disputes arising between employees through direct discussions with the other party. This policy shall not apply to the following types of grievances: allegations of any type of assault,

(sexual, physical, or verbal) child abuse or neglect or any type of harassment or bullying. These types of concerns must be addressed by filing a grievance.

Every employee is strongly encouraged to utilize the Peacemaking/Mediation process for complaints and grievances which embodies Wolakota thought and philosophy. The Peacemaking/Mediation process is much more informal in nature and consists of defining the problem, discussing solutions, and agreeing to a solution. This process is not mandatory and requires the consent of all those participating.

STEP 1 SUPERVISOR MEETING

Crazy Horse School encourages employees to report any grievance in writing to their immediate supervisor. The grievance shall state the policy that has been alleged to have been violated. The grievant shall state the remedy or correction requested. The grievance shall state the facts pertaining to the alleged incident. A grieving employee may, instead of proceeding with the informal meeting with the supervisor, proceed directly to Step 2 Peacemaking/Mediation process by requesting the Human Resources Director to determine if the other party is willing to participate in Peacemaking/Mediation and if so to schedule a Peacemaking/Mediation session.

The supervisor shall meet with the employee within five (5) business days of receiving the grievance in writing and attempt to resolve the situation in the simplest and most convenient manner. During this meeting the Supervisor should confirm with both parties if they would be willing to participate in Peacemaking/Mediation if they are unable to resolve the issue through the informal meeting process. The supervisor should respond in writing to the employee with their decision within five (5) business days of meeting with the employee and also notify the Human Resources Department of the decision in writing and inform the Human Resources Department if the parties are willing to participate in Peacemaking/Mediation.

If the parties are unable to successfully resolve the grievance through the informal meeting process, the grievant should proceed to the next level. The next step in the process is either meeting with a Peacemaker/Mediator (if both parties are in agreement) or proceeding with a formal grievance if they are not. If both parties are not in agreement to participate in Peacemaking, then the grieving party has the option to ask for a formal grievance hearing. The grievant must file the request for Peacemaking or the request for formal grievance in writing with the Human Resource Office within three (3) business days of receiving the written decision of the supervisor. If the parties are not in agreement with participating in Peacemaking/Mediation the grieving party shall proceed to Step 3 Superintendent.

STEP 2 PEACEMAKING/MEDIATION

If the parties are in agreement to participate in Peacemaking/Mediation the Human Resource Director will schedule a Peacemaking meeting to occur within five (5) business days from receipt of the written request from the grieving employee. The goal of peacemaking/mediation is to resolve the issue in the best interest of all as both parties seek to restore harmony within interpersonal relationships in the employees' environment. The agreement made within the context of the mediation sessions is mutually determined by the mediation parties.

It is anticipated that all parties will mediate in good faith and with honest intention to work out grievances, complaints, and issues. The Human Resource Office will appoint the peacemaker/mediator. If the grievance involves the Human Resource Office, then the Superintendent will appoint the Peacemaker/Mediator. Peacemaking/Mediation is a process in which the conflicting parties determine the outcome of their mediation session by meeting with the qualified Peacemaker who maintains a neutral position while facilitating the discussion and the Peacemaking process. The Peacemaker/Mediator cannot be a Parent, Guardian, or a teacher or School Board member of Crazy Horse School. The Peacemaker/Mediator does not make any decisions concerning the conflict. Attorneys are not to be present during Peacemaking/Mediation sessions.

Parties to a mediation session sign a mediation agreement, which indicates what the parties determine to be solutions for this complaint and/or issues. The result of the Peacekeeping/Mediation must be a result that complies with school Policies and Procedures. The Mediator will be responsible for creating the mediation agreement document which both parties will sign. If the parties reach an agreement, the Peacemaker will file the written agreement with the Human Resources Department. If the parties are unable to reach an agreement the Peacemaker will notify the Human Resources Department in writing of the same, including the date upon which the Peacemaking session took place. If an agreement is reached and one party does not fulfill their part of the agreement that shall be considered insubordination and subject to discipline consistent with Policy 3.07.

If the Peacemaking/Mediation process does not solve the problem, and the employee still desires to pursue the matter, the employee must file with the Human Resources Director within three (3) business days of the Peacemaking meeting a request for a formal grievance meeting with the Superintendent. If the Superintendent is the subject of the grievance, then the Human Resources Director will notify the Chair of the CHS Board who will schedule a formal hearing with the CHS Board.

STEP 3 SUPERINTENDENT

1. Upon receipt of the grievance, the Superintendent must within five (5) business days have a meeting with all parties. The Superintendent is responsible for notifying all parties of the meeting (form is signed and dated and a copy of the form is given to the grievant). The person filing the grievance and the person or persons committing the act upon which the grievance is based must be present. Attorneys or advocated representation can be present, at the expense of the concerned parties.
2. At the meeting, the Superintendent/HR Director shall attempt to provide a solution to the problem set forth in the grievance. This means that the Superintendent/HR Director should offer some solutions that might be acceptable to both parties.
3. The Superintendent/HR Director shall keep the minutes of the meeting. The minutes should reflect the various solutions and compromises that were discussed and the reaction of each party, i.e., whether that party accepted or rejected that solution or compromise and the reason. The minutes should also reflect the hour and day when the meeting occurred.
4. If it appears that no solution can be reached, the grievance form should reflect that fact and reflect the consensus of both parties that no compromise or resolution is possible. The grieving

employee should be notified of their right to appeal the Superintendent's decision to the School Board. The Superintendent will issue a written decision within three (3) business days of the meeting.

STEP 4 FORMAL GRIEVANCE APPEALS AND HEARINGS WITH SCHOOL BOARD

1. **Applicability.** If an employee is dissatisfied with the decision of the Superintendent on a Formal Grievance properly filed under Section 3.08, or the Formal Grievance is an appeal of a contract suspension or termination, or the Formal Grievance is against the Superintendent, the grieving employee may appeal to the School Board. Any employee may file a formal grievance in writing in any case of assault, sexual harassment, harassment or bullying under Section 3.12 of this Policy, or misconduct of the Superintendent or Immediate Supervisor resulting in discrimination not permitted under federal law, or a contract suspension or termination. All formal grievances regarding any matter that is not an appeal of a contract suspension or termination must be filed and received by the Human Resources Department within five (5) business days of the date of the incident giving rise to the grievance, or the employee may not proceed any further within the grievance procedures of Crazy Horse School. A grievance by the Human Resources Officer against the Superintendent must be filed within five (5) business days with the School Board President. A grievance by the Human Resources Officer against any other employee or employment condition must be filed with the School Board President within five (5) business days of the date of the incident giving rise to the grievance. In the case of a grievance against the Human Resources Department, the grievance shall be filed with the School Board President within five (5) business days of the date of the incident giving rise to the grievance. No grievance will be heard if it does not strictly conform to the timeline requirements of Crazy Horse School grievance policies.

2. **Deadline for Filing.** The Notice of Appeal must be filed with the Human Resources Department within five (5) business days of the date of the decision of the Superintendent, the date of contract termination or suspension. It must include a statement of the event that is being grieved, the decision of the Superintendent and the recommended resolution.

3. **Scheduling of Hearing.** A hearing shall be held within thirty (30) calendar days of the date of filing of the appeal by the appealing employee, unless the School Board shows good cause for an extension of time. Continuances may be requested by filing a written request for continuance prior to the date of the scheduled hearing, but it is within the full discretion of the Board to grant or deny any request for continuance filed.

4. **Documents.** An employee is entitled to request a copy of all documents to be considered by the School Board at the hearing. If the employee files a written request for documents, the School shall provide a copy within twenty-four (24) hours of the filing of the request with the Human Resources Department.

5. **Evidence at Hearing.** The School Board shall not hear any new evidence or receive any new documents but must make its decision based upon the record established including all of the files and documents considered by the Superintendent, and any documents filed with the written Formal Grievance by the Employee. The grieving employee must argue that the

decision of the Superintendent was legally or procedurally flawed, and not argue or present new evidence, except in the case of grievances against the Superintendent, or contract termination or suspension, in which event the evidence to be considered shall be all evidence filed at the time of the written grievance filing, and testimony related thereto. The Crazy Horse School legal counsel shall serve as the hearing officer for the grievance hearing. In any case involving the Suspension or Termination of the Contract of the Superintendent, the Superintendent may present evidence refuting the allegation resulting in suspension or contract termination.

6. **Representation of Employee at Hearing.** The grieving employee may be represented by a personal representative or an attorney of her/his choosing and expense.

7. **Witnesses.** The School Board Chairperson has the responsibility and authority to make all decisions regarding the appearance of witnesses at hearing, including but not limited to when to limit testimony of irrelevant or duplicative evidence or witnesses. The School Board Chairperson may take any actions necessary to protect any minor under the age of 18, including denial of any request to require a minor child to appear as a witness. For minor children, an Affidavit may be filed in lieu of appearance as a witness.

8. **Decision without Hearing.** A grieving employee may request that a decision be made by the School Board on the record below, without an oral hearing.

9. **Failure to Appear.** If a hearing is requested, and the appellant fails to appear, the appeal shall be dismissed with prejudice.

10. **School Board Decision.** The School Board may issue an oral decision at the end of the appeal hearing. The School Board must issue a written decision, which shall be provided to the grieving employee within five (5) business days after the hearing. The decision of the School Board shall constitute a final decision of the Crazy Horse School.

11. If the petitioning employee has exhausted all grievance procedures established in the Grievance Policies and they are not satisfied with the Board's decision, the petitioner may be able to request a hearing with an Administrative Law Judge from the Oglala Sioux Tribe Education Committee, in accordance with the procedures or regulations adopted by the Oglala Sioux Tribe for such hearings.

3.09 COMPLAINTS

Complaints: An employee who has a complaint as defined in section 3.08 (1)(b) shall make the complaint, either orally or in writing, to the complaining party's Immediate Supervisor within five (5) business days of the incident giving rise to the Complaint.

The immediate Supervisor will meet with the complaining employee and attempt to resolve the complaint within three (3) business days of receiving the Complaint. If the complaint is made orally, the Immediate Supervisor will create a written record of the specifics of the complaint to the satisfaction of the complaining employee. The Immediate Supervisor will meet with the

affected employee(s) and attempt to resolve the complaint informally within 5 business days of receiving the complaint. The Immediate Supervisors decision shall be in writing and sent to the employee(s) within two (2) business days of the meeting.

If the complaining party is not satisfied with the Immediate Supervisor's decision, the complaining party may file the decision with the Superintendent and request a decision from the Superintendent within three (3) business days of receiving the Immediate Supervisor's decision. The Superintendent will make a decision on the Complaint in writing within three (3) business days of receiving the Complaint. The Superintendent's decision is final and not subject to appeal to the School Board. All employees with a grievance are eligible and are encouraged to utilize the Peacemaking procedures to attempt to informally resolve the grievance before proceeding with the formal grievance procedures.

3.10 STAFF PROTECTION

The Board shall support, protect, and aid any school employee who is threatened with or suffers physical harm or assault by a student, employee, parent, or other person while the employee is acting in the discharge of her/his duties within the scope of the CHS policies. Support may include counseling and legal protection as necessary to permit the employee to continue in the performance of their job duties. Employees shall file an incident report regarding conduct of students or other persons and shall file a written grievance regarding the conduct of personnel to initiate action by the School under this Section.

3.11 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 who violates this policy will be subject to disciplinary action up to and including termination.

1. **Definition.** Sexual harassment shall be defined as threatening or insinuating, either explicitly or implicitly, that an employee's refusal to submit to sexual advances or sexual conduct will adversely affect their employment, performance assessment, compensation, advancement, assigned duties, condition of employment, career development or educational endeavors shall be considered sexual harassment. Other sexually harassing conduct in the school system is prohibited and includes:
    a. Unwelcome sexual flirtations, touching, advances, or propositions;
    b. Verbal abuse of a sexual nature, jokes or stories that the victim has previously or clearly communicated are unwelcome;
    c. Graphic or suggestive comments about an individual's dress, body, or sexual orientation;
    d. Sexually degrading words to describe an individual;
    e. The display of sexually suggestive objects or pictures, including photographs.
    f. Any electronic communication that encourages, promotes, or rewards sexual invitation, conduct, or images.

2. **Employee Expectations.** Board members and employees are responsible for maintaining a working and learning environment free from sexual harassment. In-service training will be provided for employees at the beginning of each school year to explain policy and law. Direct and indirect sexual harassment in any forum whether through social media, emails, in person, or through third party communications is prohibited.

3. **Reporting Sexual Harassment.** Any employee who believes she or he has been the victim of sexual harassment by school personnel must report the incident(s) immediately to the Human Resources Department in no event more than five (5) business days after the incident, except for any grievance under this section filed by the Human Resources Officer, against the Superintendent, or any grievance filed against the Human Resources Officer, which shall be filed with the Superintendent. 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 Human Resources Department, except for any grievance under this section filed by the Human Resources Officer against the Superintendent, which shall be filed with the School Board President, or any grievance filed against the Human Resources Officer, which shall be filed with the Superintendent. Complaints of Sexual Harassment shall be handled in accordance with the CHS Formal Grievance Process after a report is received. The Human Resources Officer is responsible for reporting the information immediately to the Superintendent in writing, except in the case of an allegation of sexual harassment against the Superintendent, which shall be filed with the School Board President by the Human Resources Officer. An investigation shall be completed regarding said report by the Human Resources Officer, as directed by the Superintendent, or in the case of grievances against the Superintendent or the Human Resources Officer, as directed by the Board within five (5) business days of receipt of a written complaint. If the Complaint is by the Human Resources Officer against the Superintendent, or against the Human Resources Officer, the Board shall determine how to complete the investigation, and may assign a third party to conduct the investigation.

4. **Protection from Sexual Harassment.** Crazy Horse 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 a suspension or contract termination is issued. False allegations that are malicious or ill-founded may constitute libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including termination. The School Board will, however, ensure that allegations, made in good faith by individuals, shall not subject the complaining individual to discipline. No retaliation shall be permitted against any employee reporting sexual harassment. Retaliation by any employee of the School shall result in termination of the employee's contract.

3.12 HARASSMENT AND BULLYING

Employees are expected to maintain a professional and cordial work environment. The proper procedure for resolution of professional differences is to utilize the grievance process. Employees may not engage in any form of harassment or bullying of any School employees, students, or parents of students within the School or outside the workplace.

1. Definitions.

a. **Harassment.** Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age, or disability when enduring the offensive conduct becomes a condition of continued employment, or is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of harassment. Harassment includes, but is not limited to, offensive jokes, slurs, epithets, or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

b. **Bullying.** Workplace Bullying is repeated, health-harming mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct and includes:

- Repeated Threatening, humiliating, or intimidating, or
- Work interference (sabotage) which prevents work from getting done, or
- Repeated Verbal abuse; or
- Assault or Battery.

2. Employee Expectations. Board members and employees are responsible for maintaining a working and learning environment free from harassment or bullying. In-service training will be provided for employees at the beginning of each school year to explain policy and law. Direct and indirect bullying or harassment in any forum whether through social media, emails, in person, or through third party communications is prohibited.

3. Reporting Harassment or Bullying. Any employee who believes she or he has been the victim of harassment or bullying by school personnel must report the incident(s) immediately to the Human Resources Department, in no event more than five (5) business days after the incident, except for any grievance under this section filed by the Human Resources Officer, against the Superintendent, or any grievance filed against the Human Resources Officer, which shall be filed with the Superintendent. The school cannot take appropriate action if it does not receive notice of allegations of harassment. As such, if a report is brought to the attention of any employee, that employee must report it to the Human Resources Department, except for any grievance under this section filed by the Human Resources Officer against the Superintendent, which shall be filed with the School Board President, or any grievance filed against the Human Resources Officer, which shall be filed with the Superintendent. Complaints of Harassment or Bullying shall be handled in accordance with the CHS Formal Grievance Process after a report is received. The Human Resources Officer is responsible for reporting the information immediately to the

Superintendent in writing, except in the case of an allegation of bullying or harassment against the Superintendent, which shall be filed with the School Board President by the Human Resources Officer. An investigation shall be completed regarding said report by the Human Resources Officer as directed by the Superintendent, or in the case of grievances against the Superintendent or the Human Resources Officer, as directed by the Board within five (5) business days of receipt of a written complaint. If the Complaint is by the Human Resources Officer against the Superintendent, or against the Human Resources Officer, the Board shall determine how to complete the investigation, and may assign a third party to conduct the investigation.

4. **Protection from Bullying and Harassment.** Crazy Horse 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 bullying or harassment, the employee may proceed with the established grievance procedures if a suspension or contract termination is issued. False allegations that are malicious or ill-founded may constitute libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including termination.

The School Board will, however, ensure that allegations, made in good faith by individuals, shall not subject the complaining individual to discipline. No retaliation shall be permitted against any employee reporting bullying or harassment. Retaliation by any employee of the School shall result in termination of the employee's contract.

3.13 SUSPECTED CHILD ABUSE REPORTING PROTOCOL

1. **Mandatory Reporting Requirement.** Federal law mandates that all employees of the School are mandatory reporters of suspected child abuse. (P.L. 101-630 – Indian Child Protection and Family Violence Prevention Act); P.L. 101-647 –Crime Control Act of 1990). Failure to report suspected child abuse is a federal crime and punishable under federal and tribal law. Any mandatory reporter who fails to immediately report suspected child abuse may be prosecuted and may be subject to a fine of up to $5,000.00 and imprisonment for up to six (6) months. The law also requires that any person who supervises or has authority over mandatory reporters and inhibits or prevents the mandatory reporter from reporting may be subject to a fine of up to $5,000.00 and imprisonment for up to six (6) months.

2. **Definitions.**

   a. Child abuse is defined as: An act or failure to act which presents an imminent risk of serious harm." "Child abuse" includes but is not limited to:

      i. Any case in which:

a) a child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling, and
b) such condition is not justifiably explained or may not be the product of an accidental occurrence; and

ii. Any case in which a child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact, or prostitution.

b. Child neglect includes but is not limited to, negligent treatment or maltreatment of a child by a person, including a person responsible for the child's welfare, under circumstances which indicate that the child's health or welfare is harmed or threatened thereby.

3. Reporting Protocol. If any school employee suspects child abuse or neglect, it is the employee's responsibility to report to their Immediate Supervisor or the School Counselor immediately verbally and on the SCANS reporting form. **See Appendix 5.** The Immediate Supervisor or counselor receiving the report must immediately report the suspected child abuse to the Oglala Sioux Tribe Law Enforcement Department located in Pine Ridge. Law enforcement and the Department of Social Services have the responsibility to investigate suspected child abuse. If the allegations of child abuse involve any school employee, the referral will follow the same process listed above.

The Employee Incident Report form will be used to document non-physical incidents involving employee(s). Activities that occur that do not meet the definition of "abuse" where no physical contact occurred, and which involve employees are considered an "Incident". The determination of whether an incident constitutes suspected child abuse will be made by the Immediate Supervisor or Counselor receiving the report. The appropriate Principal or the Superintendent will intervene immediately to establish the validity of the incident report and resolve the issue(s) at the lowest level and as expeditiously as possible. A copy of the initial report with follow-up information must still be submitted to the NASIS Coordinator and Law Enforcement Department. Any staff member employed by the School that is being referred for investigation of child abuse and/or violent actions towards students and/or staff will be subject to automatic suspension by their immediate supervisor until the completion of the investigation by the agency who received the referral, Local Law Enforcement, and/or School if the Principal/Administrator feels the safety of students and staff are threatened by the staff member being referred. If such staff is suspended, pay status will be without pay. The Superintendent and Immediate Supervisor will follow the personnel Discipline, Policy.

The School Superintendent and Principal will ensure that a copy of the Law Enforcement report and documentation outlining the investigation, and disposition is submitted to the BIE in addition to the NASIS and SCANS Report. If a formal report is not available, the School shall submit to BIE an email and/or some form of notification from the investigating official, or his/her superior, within Law Enforcement, pending submission of a formal report to the School. The employee must remain in suspension pending investigation until and unless the case is closed, and the BIE issues its recommendation on the case, and a

Notification of Case Closure is issued to the employee. The employee is expected to return to contact with children the same day or the next business day following closure of a case. Nothing in this section prevents or supersedes the ability and responsibility of the School to take appropriate disciplinary action in the event the School determined there has been a violation of School Policies warranting disciplinary action.

3.14 DRUG-FREE WORKPLACE

The use or possession of alcohol and illegal drugs is forbidden on the Oglala Sioux Reservation. The Crazy Horse School Board shall provide for an alcohol and drug-free work environment. CHS 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, CHS provides the following guidelines to assist in the provision of services and discipline to employees or administrators who abuse alcohol or drugs.

1. Definitions. For purposes of this policy, the following definitions apply:

a. The workplace shall be defined as anywhere work is assigned by the appointing authority and is performed by an employee or administrator, be it on school property or off campus while performing official duties.

b. Conviction shall be defined as a finding of guilt, including a guilty plea, a plea of nolo contendere or suspended imposition of sentence by a court.

c. Criminal drug statute shall be defined as any statute adopted by the tribe, state or federal government which prohibits the manufacture, distribution, possession or use of alcohol or a controlled substance.

d. Prohibited drugs shall be defined as any controlled substance, including but not limited to, marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP).

e. Alcohol shall be defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

2. Charge or Conviction for Violation of Criminal Statute.

Any employee or administrator who is convicted of a violation of a criminal drug or alcohol statute, on or off the Pine Ridge Indian Reservation, shall notify the Human Resources Department immediately. Such a conviction may result in termination of employment if it disqualifies an employee from eligibility for employment.

An employee's failure to notify the Superintendent of a conviction as required by this section shall result in immediate suspension with recommendation for termination by the Board. Once the Superintendent is notified of such conviction, the Superintendent shall put together a plan of discipline and employee assistance with the help of Human Resources Department personnel regarding such conviction. This plan must then be submitted to the Board. Further action shall be taken at the direction of the Superintendent. Abuse of alcohol and drugs is not an acceptable reason for not providing consistent and competent services to the school.

Excessive non-attendance and lack of performance due to such abuse may result in

discipline, up to and including termination.

Any employee charged with a drug or alcohol related crime must report such charges to the Human Resources Department immediately. The School may place the employee on suspension without pay until the charges are resolved. Any charge that results in ineligibility for continued employment due to conviction, plea, or plea of nolo contender will result in termination of employment.

3. Alcohol/ Drug Abuse.

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

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

c. The selling, distribution, or manufacture of alcohol or illegal drugs by Crazy Horse School employees at any time in any location will subject the employee violator to immediate suspension and/or termination as determined by the Superintendent. Reported incidences of such activity will be turned over to the Oglala Sioux Tribal law enforcement.

d. The possession or use of alcohol or illegal drugs by anyone on school property or at school related activities, including school housing and school vehicles, is prohibited and reported incidences of such activities will be turned over to the Superintendent and Human Resources Department of Crazy Horse School for further investigation, which may result in disciplinary action up to and including termination and referral of a complaint to the Oglala Sioux Tribal Law Enforcement Department.

e. All employees of the Crazy Horse School have an obligation to report to the Superintendent and the Human Resources Department known violations of this Policy. Failure of any employee to report violations of this policy shall result in disciplinary action up to and including termination of the employment contract.

3.15 ALCOHOL & DRUG TESTING

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

1. Statement of Policy.

The Crazy Horse 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. Crazy Horse 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 CHS Board's commitment to maintaining a safe, secure and drug and alcohol-free workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by all employees.

It is the policy of the Crazy Horse 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 Crazy Horse School Board will comply with all applicable federal, state, and tribal laws and regulations to implement this program.

2. Requirements for Policy Distribution.

The CHS Board shall provide written notice to every covered employee of the Crazy Horse School's alcohol and drug-free policies and procedures. The contents of this policy shall be made available to each covered employee. The Superintendent shall ensure every employee has reviewed this Policy, and shall ensure the employee orientation includes, at a minimum, discussion of:

a. Definitions of language used in this Policy.
b. The identity of the Human Resources Officer who has been designated by the Board to answer employee questions about the alcohol and drug-free workplace and testing policies.
c. The categories of employees who are subject to the provisions of this policy.
d. Specific information concerning behavior that is prohibited by this policy.
e. The circumstances under which a covered employee will be tested for prohibited alcohol and drugs under the provisions of this policy.
f. The procedures that will be used to test for the presence of alcohol and drugs, protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.
g. The requirement that a covered employee submit to alcohol and drug testing is administered in accordance with this Policy.
h. A description of the kind of behavior that constitutes a refusal to take an alcohol or drug test and a statement that such a refusal constitutes a verified positive test result.
i. The consequences for a covered employee who has a verified positive test result or refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety sensitive function and be evaluated by a substance abuse professional.
j. If the CHS Board implements elements of an alcohol and drug-free program that are in addition to this policy, the CHS Board shall give each covered employee specific information concerning which provisions are mandated by this policy and

which are not.

3. Education and Training.

The CHS 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 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.

4. Definitions. The following definitions apply to this Policy:

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

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

c. **Alcohol concentrations** mean 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 Crazy Horse School Board.

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

i. **Alcohol testing** site means a place selected by the contractor responsible for conducting alcohol and drug testing.

j. **Breath Alcohol Technician (BAT).** An individual who instructs and assists 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 CHS 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 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 Crazy Horse 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. **Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the accident/incident in is 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. Exclusions.

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

      b) Tire disablement without other damage even if no spare tire Is available.

      c) Headlamp or taillight damage.

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

q. **Employee.** An individual, including all employees of Crazy Horse 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.

r. **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.

s. **Medical Review Officer (MRO)** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Crazy Horse School's drug testing program who has knowledge of substance abuse

disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

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

u. **Prohibited drug** means any controlled substance, including but not limited to, marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP).

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

w. **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.

x. **Screening test (or initial test).** In drug testing, an immuno-assay screen is used 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.

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

z. **Vehicle** means a bus, van, or automobile.

aa. **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.

bb. **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.

5. 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 Crazy Horse School.

b. Any part-time, substitute, temporary employee and volunteers of Crazy Horse 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 Crazy Horse School.

d. Casual or occasional driver leased and independent drivers whether leased or directly employed by Crazy Horse School.
e. All Crazy Horse School Board members (annually).

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

7. Testing categories. Testing for prohibited alcohol and drug use shall apply to the following circumstances set forth in detail in this Policy:
a. Pre-employment;
b. Post-accident;
c. Reasonable suspicion;
d. Random;
e. Return to duty/follow up; and
f. Volunteer.

8. Prohibitions.
a. **On-duty use.**
i. Employees and all others covered by this Policy are prohibited from using prohibited alcohol and drugs on duty or while performing safety-sensitive functions. A supervisor having actual knowledge that an employee is using prohibited alcohol and drugs while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions. All school employees must report to the Human Resources Department and the Superintendent any knowledge of the use of alcohol or controlled substances by any employee immediately.
ii. Use or possession of medically prescribed drugs or medications that have been legally prescribed to the employee by a person licensed to do so, or where a religious or spiritual exemption has been requested in writing and filed with the Human Resources Director, and the School has granted an exemption, is permitted under the conditions set forth in this section.
iii. Prescription medication of any sort shall not be brought upon School property by any person other than the person for whom the medication is prescribed, and shall be used only in the manner, combination and quantity prescribed by the person to which the medication is prescribed. This includes all controlled substances including CBD products, which may contain THC.
iv. An employee who is taking any medication, whether prescribed or non-prescribed, which may interfere with the safe and effective performance of duties or operation of equipment is required to advise his/her supervisor of the fact before beginning work. All controlled substances, marijuana or CBD products that contain any THC must be reported under this policy. In the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication, clearance from a physician and the School shall be required. Failure to

advise a supervisor of the use of any medication which may interfere with the safe and effective performance of duties or operation of equipment or vehicles will result in discipline up to and including termination.

b. **Pre-duty use.**

i. General. The CHS 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.

ii. On-call employees: The CHS shall prohibit the use of alcohol and drugs for the specified on-call hours of each employee who is on-call. The procedure shall include:

a) An on-call employee shall have the opportunity to acknowledge the use of alcohol or drugs at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

b) If the employee has acknowledged the use of alcohol or drugs but claims ability to perform his or her safety sensitive function, s/he shall take an alcohol and/or drug test before performing a safety-sensitive function.

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

9. Types of Testing. All persons' subject to alcohol and drug testing are required to report for and undergo testing at the time and date designated without exception. The CHS has determined that because of the seriousness of the threat to the health and safety of students presented by illegal drug and/or alcohol use, and to ensure the validity of testing, and equal application of the Policy, there are no cultural, spiritual, or other exceptions to the testing protocols set forth herein. It shall be the duty of the Medical Review Officer to determine whether any positive test is the result of a legally prescribed medication. Employees shall report at the time of testing any prescription medications they are taking.

a. **Pre-employment testing.**

i. The Crazy Horse School shall be responsible for the drug testing costs contained in this section. Only the HR Officer or designee may authorize a pre-employment test.

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

iii. The CHS Board shall not hire an applicant to perform a safety sensitive function unless the applicant takes a drug and an alcohol test with a verified negative result administered under this policy.

iv. A contract for employment shall be considered nul 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 CHS.

v. The CHS Board shall not transfer an employee into a bus driving position until the employee takes a drug and alcohol test with a verified negative result administered under this policy.

vi. If an applicant or employee drug test is canceled, the CHS shall require the employee or applicant to take another pre-employment drug test.

vii. Refusal to submit to testing, failure to report to collection site, or adulteration of urine specimen will be considered a positive result.

b. **Reasonable Suspicion Testing**.

i. The CHS 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. Any Supervisor receiving a report of reasonable suspicion from an employee shall immediately observe the employee under suspicion. CHS has determined that a positive methamphetamine test of a CHS rental housing unit, pursuant to CHS Policy Section 7.03(3)(c), that is occupied by any employee is sufficient grounds to conduct regular and reasonable suspicion testing of the employee. Reasonable suspicion testing of an employee will be conducted when any CHS rental housing, occupied by an employee, tests positive for methamphetamine or fentanyl under CHS Policy Section 7.03(3)(c).

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

iv. Determinations may only be made during, just preceding or just after performance of job duties.

v. Such testing should occur as soon as possible; alcohol: by two (2) hours or within eight (8) hours of the determination; controlled substance: within thirty-two (32) hours of the determination.

vi. The Crazy Horse School shall be responsible for the alcohol and drug testing costs contained in this section.

c. **Post-Accident/Incident Testing.**

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

ii. Nonfatal accidents/incidents. As soon as practicable following an accident not involving the loss of human life, in which the vehicle involved is a bus, van, or automobile, the CHS shall test each employee operating the vehicle for the school at the time of the accident/incident unless the school

determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident/incident.

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

iv. CHS shall test any employee driver who received a citation for a moving traffic violation arising from the accident/incident.

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

a) If an alcohol test required is not administered within two hours following the accident/incident, the CHS shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

b) If an alcohol test required is not administered within 8 hours following the accident/incident, the CHS shall cease attempts to administer an alcohol test and shall maintain the same record.

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

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

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

ix. The Crazy Horse 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 25 percent for alcohol. There shall be a separate random pool for each of the following:

a) Regular employees;

b) Bus/SUV/van drivers and CDL drivers; and

c) Substitute, temporary, part-time, and volunteer employees.

ii. The selection of employees for random testing shall be made by a scientifically valid method. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

iii. The medical vender shall randomly select a sufficient number of employees for testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random testing.

iv. The Human Resources Officer 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 Human Resources Officer 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 CHS shall instead ensure that the employee ceases to perform the safety-sensitive function and proceeds to the collection site as soon as possible.

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

a) Random selection list is received by the Human Resources Officer.

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

c) Notification letters are personally delivered by the Human Resources Officer.

d) Employee verifies that notification was received by signing receipt of delivery identifying date and time received. Upon reporting to the collection site, employee signs notification letter verifying that they reported to the collection site.

vii. An employee shall only be randomly tested while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing safety-sensitive functions.

viii. In the event, an employee is unavailable for testing due to absence, lay-off period (summer), travel on a school sponsored activity or on pre-arranged leave, such test will be completed promptly upon employee's return to work.

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

x. The Crazy Horse 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 Crazy Horse School employees. The CHS 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 and is not released from employment as a result thereof:

i. Has been evaluated by a substance abuse professional to determine whether the employee has properly followed the recommendations for action by the substance abuse professional, including participation in any rehabilitation

program.

ii. Has taken a return to duty test with a verified negative result. If a test is canceled, the CHS shall require the employee to take another return to duty test.

iii. A substance abuse professional may recommend that the employee be subject to a return to duty breath alcohol test with a result indicating a breath alcohol concentration of less than 0.02, to be conducted in accordance with these procedures.

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

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

f. **Follow-Up Testing.** The requirements of this section shall apply only to regular Crazy Horse 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 needs assistance in resolving problems associated with drug or alcohol use, the CHS shall ensure that the employee is subject to unannounced follow-up testing as directed by a substance abuse professional in accordance with the provisions of this policy.

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

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

a) Follow-up notice of testing is received by the Human Resources Officer.

b) An employee notification letter is prepared by the Human Resources Officer and identifies where to report, date and time of reporting for testing.

c) The notification letter is personally delivered by the Human Resources Officer.

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

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

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

g. **Volunteer Testing.** Any employee may voluntarily submit to alcohol or drug testing at any time; however, any volunteer must agree that all testing shall comply with all provisions of this policy that apply after submitting. The employee shall be responsible for the alcohol and/or drug testing contained in this section.

10. Testing Procedures. Testing shall be conducted in a manner to assure adherence to standards of confidentiality, privacy, accuracy, and reliability. The Crazy Horse School will establish a collection site conforms to all appropriate regulatory guidelines to ensure accuracy of tests. Persons reporting to the collection site for testing will be informed of the proper procedures for providing a specimen.

a. Drug testing:

i. Urine shall be the required substance tested and will be collected under controlled circumstances.

ii. Urine shall be divided into split specimens (2 collection containers) and each shall be labeled to preserve identity.

iii. Specimens are transported to a previously designated and approved testing lab.

iv. Specimens undergo testing by an initial screening procedure which is followed by confirmation by (Gas chromatography/mass spectrometry GC/MS) testing, if necessary.

v. The urine is positive for a substance if the substance is present in an amount greater than the screening limits set by the laboratory.

vi. A Medical Review Officer (MRO) will contact the donor if there is a positive result to verify the result.

vii. The medical review officer gives the donor the option of testing the remaining split specimen at a lab of their choice and at their own expense.

b. Alcohol Testing:

i. Breath is tested for alcohol. The alcohol test is conducted by a certified Breath Alcohol Technician (BAT). The BAT uses an approved Evidential Breath Testing (EBT) device.

ii. The initial test must give a BAC result of less than 0.02 or a retest (confirmation) test must be done following a 15-minute wait.

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

11. Consequences of Positive Test Results or Refusal to Test.

a. Action when employee has a verified positive test result under Sections 9 (d) or (f). This section shall apply only to regular Crazy Horse School employees who are not on probation.

i. As soon as practicable after receiving notice that an employee has a verified positive test result, or if an employee refuses to submit to a test, the CHS shall require that an employee cease performing a safety-sensitive function.

ii. The employee shall be placed on leave status for the period of evaluation and rehabilitation. An employee may use accrued leave with the approval of the Supervisor. If no leave is available, the leave period shall be leave without pay. An employee shall not delay participating in an assessment. Such assessments shall take place no later than one week after receiving notice of positive test result or refusal to test. If an employee does not participate in an assessment within the timeline, such leave will be leave without pay, unless there is a valid reason the employee has not participated

in an assessment.

iii. Before allowing the employee to return to duty and resume performing a safety-sensitive function, the CHS shall ensure that the employee meet the requirements of this policy for returning to duty, including taking a return to duty test with a verified negative result.

iv. Referral, assessment, and treatment.

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

b) The CHS 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 needs assistance in resolving problems associated with prohibited alcohol or drug use.

c) Assessment and rehabilitation may be provided by the CHS, by a substance abuse professional under contract with the CHS, or by a substance abuse professional not affiliated with the CHS. An employee's decision to see a substance abuse professional and the assignment of costs shall be made in accordance with CHS employee agreements and CHS Board policies.

d) The CHS shall ensure that a substance abuse professional who determines that an employee requires assistance in resolving problems with prohibited alcohol or drug use does not refer the employee to the substance abuse professional's private practice from which the substance abuse professional receives re-numeration or to a person or organization from which the substance abuse professional has a financial interest. This paragraph does not prohibit a substance abuse professional from referring an employee for assistance provided through:

i) A public agency, such as a tribal, state, county, or municipality;

ii) The CHS or person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of CHS

iii) The sole source of therapeutically appropriate treatment under the employee's health insurance program; or

iv) The sole source of therapeutically appropriate treatment reasonably accessible to the employee.

e) The CHS 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.

b. Other alcohol-related conduct.

i. The CHS 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:

a) The employee's alcohol concentration measures less than 0.02; or

b) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

ii. Except as provided in paragraph (a) above, the CHS shall not take any action under this policy against an employee based solely on test results showing an alcohol concentration less than 0.02. This does not prohibit the CHS from taking any action otherwise consistent with law and CHS policies and procedures.

c. Termination.

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

ii. An employee, who has a second positive test result during any period of employment with CHS regardless of when the first positive test result occurred, may be terminated by the Superintendent. Any employee terminated for a second positive test result shall not be eligible for future employment with the Crazy Horse School, unless:

a. The individual has provided documentation demonstrating they have completed a program of rehabilitation; and

b. A period of one full year from the date of the verified positive test result has elapsed.

iii. As soon as is practicable, after receiving notice that a probationary, temporary, substitute, part-time or volunteer has a verified positive test result, or refuse to submit to a test, the CHS may be subject to immediate termination from any further service to CHS. Any probationary, temporary, substitute, part-time or volunteer who is terminated under this section shall not be permitted to provide services to the Crazy Horse School, unless:

a. The individual has provided documentation demonstrating they have completed a program of rehabilitation; and

b. A period of one (1) full year from the date of the verified positive test result has elapsed.

d. Substance Abuse Professional. The CHS's alcohol and drug-free program shall have available the services of a designated substance abuse professional or professionals who shall work directly with the Crazy Horse School Human Resources Department. The Human Resources Officer shall work with the EAP Program designated by the School to provide substance abuse professional services.

The substance abuse professional shall determine whether an employee who has refused to submit to a test or has a verified positive test result needs 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 an employee shall be required to take a minimum of six follow-up drug tests with verified negative results during the first 6 months after returning to duty. After that period of time, the substance abuse professional may recommend to the CHS the frequency and duration of follow-up testing, provided that the follow-up testing period ends 1-year after 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.

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

12. Administrative Requirements.

a. **Retention of records**

i. General requirement. The CHS shall maintain records relating to drug and alcohol testing and this Policy in a secure location with controlled access.

ii. Period of retention. In determining compliance with the retention period requirement, each record shall be maintained for three (3) years following the termination of employment or date of testing, whichever is longer.

b. **Access to facilities and records.**

i. Except as required by law, or expressly authorized or required in this section, the CHS may not release information pertaining to an employee that is contained in records required to be maintained.

ii. All documents pertaining to an employee or school board member alcohol and/or drug tests are property of Crazy Horse School and shall not be made available to anyone other than designated employees of CHS.

iii. Any individual may make a written request to be tested for alcohol and drugs upon payment by money order or cash or check at time of collection.

iv. The CHS shall permit access to all facilities utilized in complying with the requirements of this policy to any agency with regulatory authority over the CHS or any of its employees.

v. The CHS shall disclose data without identifying names of employees for its drug and alcohol testing program and any other information pertaining to the CHS's drug and alcohol-free program required to be maintained by appropriate regulatory requirements, when requested by any agency with regulatory authority over the CHS or employee.

vi. Records shall be made available to a subsequent employer upon receipt of a written request from the employee. Subsequent disclosure by the CHS is permitted only as expressly authorized by the terms of such a request.

vii. The CHS 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 CHS 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.

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

3.16 TOBACCO, SMOKING, AND VAPING PROHIBITION

To protect the health and safety of CHS students, and all children while at the CHS campus, Crazy Horse School campus, and vehicles, are smoking, vape, and tobacco free.

For the purpose of this policy, "smoking" shall mean all uses of tobacco, including cigars, chewing tobacco, cigarettes, e-cigarettes, vaporizers, pipes, and any use of a vaping instrument.

CHS prohibits smoking and/or vaping at any time, by anyone, on the CHS campus including, but not limited to, all facilities owned, leased or contracted by CHS, and in all school vehicles. There shall be no smoking in CHS staff housing quarters however smoking will be allowed in the immediate vicinity outside of the housing quarter units at a safe distance.

This smoking prohibition will be in effect twenty-four (24) hours a day, seven (7) days a week, and will apply to anyone present at the CHS campus or in a CHS vehicle. No person, board member, or employee shall permit smoking by anyone at any time on the CHS campus and must immediately report any incidences of smoking to a CHS administrator or security guard. No person, board member, or employee may provide any tobacco product to any student, or child, at any time. Staff, guests and visitors will not smoke outside the building, including inside a personal vehicle, at any time while at the CHS campus.

Violations of this policy will be considered insubordination and subject an employee to personnel discipline up to, and including, termination of employment. Supervisors who do not make attempts to enforce compliance with this policy may also be considered insubordinate and subject to employee discipline in accordance with CHS Policies.

Signage shall be placed in appropriate locations throughout the CHS campus. When appropriate, announcements about the School's policy will be made prior to or during events at the CHS campus.

3.17 SOCIAL MEDIA POLICY

1. Purpose. The 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, Facebook, Twitter, Snap, TikTok 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 tribal, state, or federal laws, school policies, or which disrupt the educational environment or damage the reputation of the School.

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 supervising Principal, or their designee, **and** written parental/guardian 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 tribal, state, or federal laws, school policies, or which disrupt the educational environment or damage the reputation of the School.

The line between professional and personal relationships is blurred within a social media context. Employees are not permitted to engage with students in a social media context outside of School approved programs unless the communication is approved by the supervising School Principal **and** the school has received parental/guardian consent in writing. When employees choose to join or engage with School student families or fellow employees, in a social media context that exists outside those approved by the School, they are expected to maintain their professionalism as School employees. In addition, employees have a responsibility to report inappropriate behavior or activity on these networks, including requirements for mandatory reporting. There shall only be one (1) official CHS Facebook page that is operated by the Superintendent or his/her designee.

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, TikTok, Snap, 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 school 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 tribal, state, and federal laws, school policies, and must not disrupt the educational environment or damage the reputation of the School.

b. Employees may not post on public social media networks during working hours without advance approval by the supervising Principal.

c. 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.

d. Employees shall not use their School email address for communications on public social media networks that have not been approved by the School.

e. Employees must make clear that any views expressed are the employees' alone and do not 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 supervising Principal, or their designee.

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

g. Employees may not disclose information on any social media network that is confidential school information, including but not limited to information concerning students and employees, or information that is protected by the Federal Educational Right to Privacy Act (FERPA), or any data privacy laws.

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

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

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

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

l. 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 always maintaining appropriate employee-student relationships and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Any social media group authorized as a CHS student activity site or page or group, must be approved by the supervising Principal and must be monitored for content by a designated employee, who is responsible for enforcing this Social Media Policy, and any student social media policies.

m. 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.

n. If an employee lists the School as their place of employment on a social media platform, they must include the statement on that platform profile that "any views expressed on this page are not the views of nor, are they endorsed by the Crazy Horse School."

o. Superintendent or his/her designee shall maintain a CHS master list of all students whose parent(s) and or guardian(s) have not signed an authorization to post their child's picture on social media. The list shall be updated quarterly.

5. Enforcement. Violation of this Social Media Policy will result in disciplinary action up to and including termination of employment. 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.

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.

3.18 PERSONAL APPEARANCE

The Crazy Horse School Board expects all employees to set a good example for our youth and make a favorable impression in their contacts with the general public. All employees will be neat in personal appearance at all times. Employees are to wear clothing appropriate for their jobs. Staff dress should meet the standards of health and safety, not be obscene or disrupt the educational process, nor wear clothing that promotes the consumption of illegal substances or/and alcohol or gang activity. Employees shall not wear red or blue bandanas except for religious purposes or as required for participation in school related activities during school hours or during after school programming. The School Principal or the Immediate Supervisor shall determine when this policy has been violated and have authority to request that an employee change their clothing to comply with this Policy, and to impose disciplinary actions for violation of this policy.

3.19 GAMBLING

Gambling activities are not permitted on school grounds or during school hours. Supporting games or activities that generate money for classes or student projects is an allowable employee activity and is not considered gambling, if it is in compliance with federal laws and regulations. Gambling activities that are prohibited 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, playing computer or online games of chance, or collecting money related to games of chance.
2. For an employee to personally use students (children) or school sponsored activities for monetary gain is unethical.
3. Betting on or developing a pool on the Super Bowl or NCAA Basketball finals is personal business and shall not be allowed during school hours.
4. Non-employees may not sell chances, spots, slots, etc. to school employees during the working day.

3.20 TECHNOLOGY USE AND COMMUNICATION

The school's technology and communication tools are provided for staff, officials, and students for educational purposes. All personnel and the School Board should be aware of the following:

1. Access is a privilege – not a right. Accessible DOES NOT mean acceptable.
2. Access entails responsibility.

Individual users of the school's technology and communication tools are responsible for their behavior over those networks. It is expected that users will comply with the school's standards. Crazy Horse School takes precautions to restrict access to objectionable material. However, it is not possible to have full control of access to resources and materials on the Internet due to the ever-changing nature of the Internet. We reserve the right to block content that negatively affects the academic performance or productivity of students and staff. Network administrators may review files and communications to maintain system integrity and ensure that users are using the

system responsibly. Communications on the network are public in nature and users' files stored on the school's servers are not private. Use of school technology for personal business is unacceptable and is not supported by the school. It is teachers' responsibility to log off of their computers when they are no longer in their field of sight. The use of electronic resources, technologies, and the internet must be in support of education and consistent with the educational goals, objectives, and priorities of Crazy Horse School. All employees shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations, as they relate to the release of student information. Acceptable and appropriate use is an extension of the educator's responsibility in his or her classroom.

1. **Unacceptable and inappropriate use includes, but is not limited to:**
   a. Posting on any social media platforms confidential or sensitive information, student data, or any other information covered by existing privacy or confidentiality laws (FERPA), regulations, rules, policies, or procedures. Any employees who use social media to discuss school issues will receive a written warning on the first incident.
   b. Use of personal technology devices or social media during work hours, or in front of students, or at any time other than a scheduled break is prohibited. Use of personal technology devices may be permitted for emergency purposes only if approved by the Immediate Supervisor and the use is limited to scheduled breaks.
   c. Gambling on school grounds.
   d. Sending or displaying offensive messages or pictures.
   e. Using obscene language.
   f. Harassing, insulting or attacking others.
   g. Damaging or tampering with any technology or communication tools.
   h. Violating copyright laws.
   i. Attempt to discover or use another's login name or password or sharing login credentials.
   j. Trespassing into another's folders, work, or files.
   k. Intentionally wasting limited resources. (Streaming non-educational movies, music, or other content)
   l. Employing the network for commercial purposes.
   m. Bypassing school Internet filters without authorization.
   n. Storing movies, music, or other media.
   o. Allowing students to use a staff computer with exception of testing under the supervision of teacher or paraprofessional.
   p. Storing software that is used or could potentially be used for hacking, eavesdropping, or network administration.
   q. Unlawful or inappropriate use of flash drives or other storage devices.

Violations may result in loss of access to technology and communication tools as well as other disciplinary or legal actions. If users identify a security issue, they are to report it immediately to their onsite technology staff, security staff, or building administration.

2. Data Sanitation, Erasure, and Replacement

Crazy Horse School is committed to the continued usage of School owned devices by personnel employed by the School and students enrolled at the School. The devices and the work that is completed on the devices is the property of Crazy Horse School. CHS and the Information Technology (IT) Department recognize it may be necessary for the IT Department to complete data sanitation or erasure—or to otherwise wipe, reset, or replace—a device in certain circumstances.

a. A device may only be wiped, reset, or replaced by an IT staff member, or Administration, in the circumstances listed below:
   i. The device is lost or stolen
   ii. The device has been damaged beyond repair
   iii. The device has been hacked or compromised
   iv. A student is no longer enrolled at Crazy Horse School
   v. An employee of Crazy Horse school terminates his or her contract
   vi. An employee of Crazy Horse school is terminated by the School Board

b. If a member of the IT staff, or Administration, is going to wipe, reset, or replace a device, the IT staff member or Administrator must adhere to the procedure below:
   i. The IT staff member must fill out the "CHS Device Sanitation, Erasure or Replacement Authorization Form" and return it to the staff member's Supervisor. *See* Appendix 24.
   ii. The IT staff member and their Supervisor will have a meeting to determine if the device fits one of the criteria.
   iii. If in agreement, the Supervisor must sign the Authorization Form, approving the wiping, resetting, or replacing of the device.
   iv. If the IT staff member does not agree with the decision of the Supervisor, they can request the Superintendent's review, but only after the employee has met with their Supervisor and the Supervisor declined to sign the Authorization Form.
   v. The decision of the Superintendent is final.
   vi. This form must be kept in the Business Department inventory/property records.

c. CHS employees, other than IT staff members or Administration, are not allowed to sanitize, erase, or replace CHS devices or data under any circumstances. This also applies to those CHS staff members who may be terminated or resign.
d. Violations of this policy may result in disciplinary action in accordance with CHS Policies Section 3.07.

3.21 CODE OF ETHICS

All CHS employees are expected to adhere to the Code of Ethics set forth in this section.

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 student's 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 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 in the cause of professional service unless disclosure serves professional purposes or 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.
   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 during 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 based on 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.

3.22 STAFF CONFLICT OF INTEREST

No member of the staff, school volunteer or staff family member shall engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with her/his duties and responsibilities in the school system or engage in any type of private business during school time or on school property. Staff must abide by the Professional Code of Conduct for educators when having contact with children outside of the school. No employee or Board member shall supervise, evaluate, discipline, hire, promote, or otherwise influence the employment conditions of an immediate family member.

1. Every employee is required to disclose in writing to the Superintendent potential, actual, or apparent conflicts of interest. The Superintendent is required to disclose to the School Board potential, actual, or apparent conflicts of interest. No employee may be present during any part of the decision-making process where a potential, actual, or apparent conflict of interest exists, and may not participate in the vote on any matter involving a conflict of interest. A failure to disclose an actual, potential or apparent conflict of interest may be grounds for disciplinary action.

2. Conflicts of interest are defined as:

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

b. **Personal Conflict of Interest** is defined as: A conflict involving personal relationships in which the Board determines based on objective evidence, that the decision maker is not capable of making an objective decision.

c. **Immediate family member** is defined as meaning parent, grandparent, child, grandchild, or sibling, whether by blood, marriage, or adoption. Immediate family member shall also include all persons living within the household of the employee.

3. Conflicts of Interest are prohibited. Examples of conflict of interest include:
   a. No employee shall receive any financial benefits whatsoever from the purchase of goods or services from the school.
   b. Any contract in which an employee has a direct or indirect interest that has not been disclosed shall be considered null and void.
   c. Any employee member may run for Oglala Sioux Tribal Council. However, if elected to such body, he/she must resign from employment.
   d. When a person applying for employment is a member of the immediate family of an employee which by rule or practice regularly nominates, recommends, or screens candidates, that employee shall be disqualified from participation in any selection procedure or subsequent personnel action. The requirements of this section shall include service contracts.
   e. Any employee so related shall abstain from participating in any decision making involving a member of their immediate family.
   f. Acceptance of gifts, gratuities, or meals from contractors or personnel employed by the school or under consideration for employment or contract with the school unless such gift or gratuity is first disclosed to the School Board and then approved by motion. If not approved, such gift or gratuity shall be turned over to the School for disposition. In recognition and support of local customs, those gifts given as part of community activities or Lakota custom are allowed, if the employee discloses the gift, in writing, to the Superintendent, and the School board approves the gift on the record.

4. Every employee is required to disclose to the Superintendent actual, or apparent conflicts of interest. Superintendent is required to disclose to the School Board, actual, or apparent conflicts of interest. Where a conflict of interest involves an employee, that employee shall remove themselves from the decision making process, including leaving the room until a decision has been made on the issue, and shall refrain from participation in the decision making, including discussion of the issue.

5. If another Board member, School employee, or any other person raises an employee Conflict of Interest, the employee may remove themselves from participation in decision making, or the Superintendent may remove the employee from decision making. In the case of the Superintendent, the School Board may remove the Superintendent from decision making by a majority vote.

3.23 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, but not limited to, a tribal office, a district office, or the

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. Political activity prohibited also includes petitioning, or soliciting support from teachers, staff, or students regarding any action of the Board or School Administration whether on duty or off duty.

Employees shall not engage in 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 labor activities shall result in disciplinary action up to and including termination.

3.24 PUBLIC APPEARANCES

School Board members and employees making public appearances not on behalf of the Crazy Horse School shall take appropriate leave to do so. If appearing on behalf of the Crazy Horse School, they should represent the school in a positive way. No personnel may appear or speak on behalf of the School without prior authorization of the School Board in advance by motion or resolution. Any personnel making false allegations that are libelous, slanderous, demeaning, or degrading of the Crazy Horse School, school officials or employees shall be grounds for disciplinary action, up to and including termination.

3.25 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. Employees must obtain School Board approval in writing to engage in outside employment to ensure such employment does not present a conflict of interest or interfere with job duties.

3.26 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. If the Superintendent wishes to provide consultant services, the Superintendent is required to submit a request to the School Board. Personnel receiving approval to provide consulting services shall utilize annual leave or leave without pay during the 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.

3.27 PERSONNEL TUTORING FOR PAY

To assure students receive assistance without charge from their own teachers and to avoid placing a teacher in a position where s/he may have a conflict of interest, teachers shall receive no money

for tutoring a student they have in class or to whom they will perform an assessment or give assignments, unless part of a formal after-school tutoring program of Crazy Horse 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 CHS.

3.28 STAFF-STUDENT RELATIONS

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

3.29 STAFF-COMMUNITY RELATIONS

The Board, the administration and the professional staff have the responsibility to ensure community involvement in the development and implementation of the academic and extracurricular programs of the school. The Superintendent shall work with employees and administrative personnel to ensure the School maintains good community relations 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 the community and parents to visit the school. Parents and the community may schedule individual conferences with teachers or principals at any time. The Board believes in community and parental involvement.
5. School leadership will direct the development and disseminate policies relating to
    a. use of local resources in the classroom
    b. use of school facilities by the community
    c. role of the community in the evaluation of the educational program
    d. involvement of the local community in the development of policy, programs, and activities of the local school system
    e. school and community sponsored activities
    f. local committees established by the school board to provide input on activities and
    g. other community involvement and engagement policies as determined collectively by the local school board and the community.

3.30 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.

3.31 COMPENSATION GUIDES AND CONTRACTS

1. 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. Federal guidelines applicable to the Fair Labor Standards Act shall be applied, including the following:
   a. No employee shall be paid less than the federal minimum wage.
      Salary increases may be given no more frequently than annually to reward efficient work and career development.
   b. No employee shall have their salary or benefits increased unless approved in advance by the Board. This includes any sign-on, recruitment, retention, or other bonuses, or performance-based increases. No change in salary, incentive payment, bonus, or other change in pay whether it is change to the salary or a one-time payment will be approved by the Board unless the Business Manager has confirmed that funds are available in writing, the Superintendent has recommended the payment, and sufficient and required supporting documentation is included with the recommendation.

2. Salary and wage schedules will be reviewed every year. Any adjustments made to salary and wage schedules will be based on the overall financial status of the school.

3. At the discretion of CHS 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 these recommendations to the Board.

4. Official transcripts from the College shall be on file with the Human Resources Officer in order to receive a salary increase based upon completion of college courses. With proper proof of completion, education credits that are completed before the first day of the first school term may be submitted to the Human Resources Officer for salary advancement. Any credits submitted after the first day of the first school term shall not be considered for salary increase until the following school year. Renewal credit may be used to advance on the teacher salary schedule. Employees who participate in college courses offered and paid for by the school may use credits earned to advance on the salary schedule.

5. The salary of new employees will depend on assessment of education, experience, and

qualifications. New employees may bring in up to eight (8) years of related outside experience. If the employee is a former Crazy Horse School employee, all previous experience at the school may also be used to determine entrance salary if such experience is directly related to their position hired.

6. Salary for temporary employees will be based on established rates approved by the Board.

7. Payment for substitute teachers will be based on established rates approved by the Board.

8. Employees are not required to remain at work during their break periods. An employee may not waive her/his break period and thereby leave her/his workstation prior to the end of the normal workday. An employee may not waive the break period and claim the time as paid time. The Board does not provide for a continuing contract. All employees, both certified and non-certified, are hired for a contract of one (1) year or less, and their contracts are not deemed to be continuing. All employees shall sign an employment contract or agreement upon employment with such contract or agreement on file with the Human Resources Officer before pay is received. The Board reserves the right to annually attach such an addendum to offered contracts as may improve the performance of CHS employees. An annual contract once offered by the School, must be accepted or rejected, and may not be altered in any way by the employee or by School.
   a. Instructional personnel (teachers, counselors, librarians, and paraprofessionals) shall sign a contract annually to provide services for a predetermined number of days per contract period. Days missed without approved leave for salaried positions will be deducted at a rate dividing the contract amount by the number of contract days to acquire a daily rate for deductions. Days missed without approved leave for hourly rate positions will be deducted at hourly rate of pay. Instructional personnel shall elect to receive their salary on a bi-weekly basis for either twenty-four (24) or twenty-six (26) pay periods prior to the first day of the first term of school and shall receive bi-weekly salary payment until the contract amount is fulfilled. Any personnel who elect a twenty-six (26) pay period schedule shall be entitled to receive the deferred pay earned up to the date of termination of the contract in the event a contract terminates prior to the last day of the contract.
   b. Hourly wage personnel sign an employment contract and are paid bi-weekly at their hourly rate based on hours of service provided during a two (2) week period. Hourly wage personnel who work less than twelve months a year shall elect to receive their salary on a bi-weekly basis for the length of the contract or twenty-six (26) pay periods prior to the first day of the first term of school and shall receive bi-weekly salary payment until the contract amount is fulfilled. Any personnel who elect a twenty-six (26) pay period schedule shall be entitled to receive the deferred pay earned up to the date of termination of the contract in the event a contract terminates prior to the last day of the contract.

9. **Bonuses and Performance Based increases.** The Board reserves the right to grant performance-based pay increases and bonuses for the purposes of recruitment or retention.
   a. **Recruitment (Sign-On) Bonus.** Upon recommendation of the Superintendent, the Board may approve a recruitment (sign-on) bonus for new employees and to

address hard-to-fill positions or recruitment needs, if funds are available. Recruitment bonuses may be paid half upon signing of the employment contract and half upon the successful completion of the probation period. A sign-on bonus may be issued only once per individual, regardless of position, contract year, or rehiring status, unless expressly approved by the Board under extraordinary circumstances and documented by formal Board action.

Eligibility for a sign-on bonus requires the employee to execute the offered employment contract within the required timeframe and commence employment under the terms of that contract. An individual who fails to sign or fulfill an offered contract shall forfeit eligibility for any previously offered or future sign-on bonus related to that hiring cycle.

Sign-on bonuses shall not be offered retroactively and shall be documented, tracked, and administered consistently to ensure fairness, fiscal responsibility, and accountability.

Any employee who does not successfully complete the contract during any year in which a recruitment bonus was paid shall be required to repay the recruitment bonus. The School shall withhold from final payment any amounts due under this provision. Personnel who do not file a Notice of Intent to return for the following school year timely, but who are hired for the next school year, are not eligible for a recruitment bonus.

b. **Retention Bonus.** The Board may approve a retention bonus to instructional and administrative personnel if funds are available. Retention bonuses are only available to personnel who have timely filed a Notice of Intent to return and who have been offered and have accepted and signed a contract renewal upon successful completion of the prior contract. Retention bonuses shall not be paid until after completion of any applicable probation period. Any employee who does not successfully complete the contract during any year in which a retention bonus was paid shall be required to repay the retention bonus. The School shall withhold from final payment any amounts due under this provision.

c. **Performance based bonuses.** Performance based bonuses may be approved by the Board based on funding availability upon the submission of documentation to verify the required performance requirements were met and approved by the Superintendent.

10. 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 Leave, and an Employee Assistance Program (EAP).

The Human Resources Department shall recommend to the Board proposals for the structure of, and services included in, the EAP Program for Board approval, including but not limited to an in-house EAP Program, an externally contracted EAP Program, as well

as referral to external service providers, annually.

11. Short Term Contracts for Summer School or Temporary Employment. Any employment contract for a period not to exceed 90 days shall be approved by the School Board and signed by the School Board President, Business Manager, and employee. Such Contracts shall be on a standard form that includes:
    a. The length of the contract;
    b. The position title;
    c. Scope of duties or Job Description;
    d. Hours of duty; and Rate of Pay.

3.32 POSITION CLASSIFICATION

1. The School Administration including the Superintendent, the Human Resources Officer, and the Board shall annually develop an organizational chart for all positions on or before the August Regular Board meeting each year. The Board or the Superintendent may request the views of School Principals and school personnel in developing and/or amending the organizational chart. The organizational chart shall be approved by the Board. The Board may approve amendments to the organizational chart at any time to meet the needs of the School. The Superintendent shall be responsible for the operation and maintenance of the organizational chart 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 at the school. Only those positions approved by the Board will be used. Only the Board may establish or abolish permanent positions. The Superintendent may, under certain circumstances, hire personnel as needed for a maximum of 90 days to fill established positions approved by the Board that are vacant.

   The purpose of the organizational chart shall be to:
    a. Provide the school employee with a means to identify work distribution, areas of responsibility, chain of command, and other relationships between positions.
    b. Provide uniform titles for positions.

2. The Human Resources Officer shall maintain copies of all Job Descriptions and Job Titles for every position approved by the Board. The Job Descriptions shall be based upon the analysis of the duties and responsibilities of each position and shall be maintained on a current basis. Each Job Description shall include:
    a. An appropriate classification of each kind and level of work.
    b. A description of the duties and responsibilities of each classification.
    c. A statement of the knowledge, skills, and abilities generally needed to perform the work.
    d. A statement of any special qualifications necessary to enter the position.

3. All requests for new positions will be made to the Board by the Superintendent who may either approve or disapprove the request considering the budget and need. If the Superintendent is going to request a new position or a revised position job description, the Superintendent shall direct the Human Resources Officer to work with the supervisor to

develop a job description, and the Business Manager to determine appropriate wage and salary scale for the position, and availability of funds. The request will then be submitted to the Board for approval. If approved, the Human Resources Officer will act consistent with the Personnel Policy to fill the position. The Board will not approve any new position unless the Business Manager confirms the School has the funds to fund the position without over expending the funds available to the School.

4. 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. This request should outline the reasons why the supervisor feels change is needed. The Superintendent may prepare a position reclassification or job description change request utilizing the process set forth in subsection 3 above for Board approval. 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, recommendations will be made to the Board for approval or disapproval of changes. The Board will not approve any pay reclassification unless the Business Manager confirms that funds are available to fund the position without over expending the funds available to the School.

5. The Board reserves the right to change current position duties, or add new positions if situations mandate a change. Any certified personnel may be re-assigned to other classrooms or to teach other subjects if needed to ensure the School has sufficient certified personnel to perform teaching duties. Teachers will be assigned other subject areas or classroom grades based on the needs of students and/or the need to maintain a full teaching schedule. Principals have the authority to assign, or re-assign instructional staff as needed.

   If instructional staff are assigned to teach additional subjects that require the loss of the preparation class period, the instructional staff will be eligible for additional compensation for the time period in which they do not have a preparation class period, if the original contract anticipated a preparation class period.

6. All certified teachers are required to hold a South Dakota certification, whether it is an alternative certification or any other form of certification to qualify them to perform the job duties they are assigned. Any staff member hired who has applied for a South Dakota certification but has not yet obtained a South Dakota certification and filed it with the Business Office, shall be paid at a salary rate of $35,000.00 until they obtain and file with the Business Office a copy of the South Dakota certification. Any employee not eligible to apply for South Dakota certification will be paid $33,000 per year. Any certified teacher who fails to obtain a South Dakota certification within 90 after their expiration date may be subject to termination for failure to obtain certification.

3.33 DEFINITION OF EMPLOYEE

1. An employee is defined as an individual who has signed a contract for employment with the Crazy Horse School, under which the employee is:
   a. Required to work for a set period of time for performance of work;

b. Required to follow the supervision and direction of a Supervisor or the School Board on performance of job duties; Trained by the School on job duties and functions;
c. Required to perform work during specified hours of the day;
d. Required to work on a regular basis;
e. Provided with all materials and supplies required to perform work;
f. Not working under a contract between the School and a separate business entity;
g. Insulated from loss and restricted in the amount of gain to an hourly rate or annual salary.

2. The classes of employees are defined as follows:
   a. **Regular Full-time Employees.** Those employees who work at least forty (40) hours per week for fifty-two (52) weeks per year and who maintain regular employment status. All regular full-time employees are eligible for all employee benefits, annual leave, holidays, and sick leave benefits. These employees may utilize the grievance procedures after the end of any applicable probationary period.
   b. **Certified Employees.** Those employees who are required to have certifications in a profession which includes, but is not limited to: teaching, counseling, and administration, in order to maintain their employment with Crazy Horse School. All certified employees are eligible for all employee benefits, annual or personal leave, holidays, and may receive sick leave benefits if specified in the contract or Personnel Policy. These employees may utilize the grievance procedures after the end of any applicable probationary period.
   c. **Temporary Employees.** An appointment which does not exceed ninety (90) days, and which includes, but is not limited to, substitute teachers and staff. These temporary employees shall not be eligible for employee benefits, including but not limited to, leave, 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. Temporary contracts may not be extended or renewed for a period exceeding one academic year.
   d. **Non-exempt Employee.** An employee who is subject to federal overtime laws under the Fair Labor Standards Act (FLSA). These employees shall receive overtime pay at a rate of 1 ½ times the hourly rate or will receive compensatory time "comp time leave" at a rate of 1 hour for each hour of overtime worked. All employees are required to utilize an electronic time clock to sign in and out each workday.
   e. **Exempt Employee.** An employee who is not subject to federal overtime laws under the Fair Labor Standards Act (FLSA). These employees are not to be paid 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. The criteria for each class are defined as follows:
      i. **EXECUTIVE:** The employee must meet ALL of all the criteria defined below to be classified as an executive:

a) Performs primarily management duties of the organization and department.
b) Customarily and regularly supervises two or more employees.
c) Possesses the power to hire or fire, or whose recommendations are given substantial weight in such decisions.
d) Customarily exercises discretionary power.
e) Devotes 80% or more of their time to the performance of the activities related to numbers 1 through 4.
f) Must be paid on a salary basis.

ii. **ADMINISTRATIVE:** The employee must meet ALL of the criteria defined below to be classified as an administrator.
a) Perform primarily duties consisting of non-manual or office work related to management policies or general business operations of the organization or department.
b) Regularly and directly assists a person employed in an executive or administrative capacity or performs assignments only under general supervision.
c) Customarily exercises discretion and independent judgment, not just application of knowledge and skill acquired through experience or training.
d) Devotes 80% or more to the performance of administrative duties.
e) Must be paid on a salary basis.
f) Must be paid a minimum of $23,600 annually ($455 per week).

iii. **PROFESSIONAL:** The employee must meet ALL of the criteria defined below to be classified as a professional.
a) Primarily work on duties requiring a) advanced learning acquired in a prolonged course of specialized intellectual instruction (not general academic education, apprenticeship, or routine training, e.g., seminars or *certification); b) original or creative work depending primarily on imagination, talent, or invention.
b) Consistently exercises discretion and judgment.
c) Devotes at least 80% of time to professional type duties and functions.
d) Must be paid on a salary basis.

3.34 PERSONNEL QUALIFICATIONS AND DUTIES

1. Each position shall require the establishment of definitive job description. The Job Description shall document the requirements for each position within the organization.

a. Each position in the organization shall have a job description requirement established. The Human Resources Officer will be responsible for ensuring that job descriptions are available for all positions within the organization.
b. The job description shall include a statement as to whether the designated position

is classified as temporary, permanent, and exempt or non-exempt, and if exempt whether the position is Executive, professional, or administrative.

2. Hiring and selection procedures will be strictly in accordance with job descriptions. As a minimum, the job descriptions shall include:
   a. Job title and general definition of the job,
   b. Educational requirements, including specialized educational skills and education in a specific or specialized area,
   c. Experience and related background requirements,
   d. Special qualifications and attributes including physical qualifications, licensing or certifications, attitude, behavioral characteristics, emotional and social requirements.
   f. The minimum qualification for employment at the school will be a high school diploma or GED. Exceptions to the high school diploma or GED requirement may be made for coaches and lifeguards whose job duties only require a certification. Instructional staff, bus drivers, administrators, food service personnel, coaches, and lifeguards shall hold a valid certification as required by the Oglala Sioux Tribe and/or BIE and as approved by the School Board, and the necessary endorsements to perform the particular service for which they are hired and have a copy of their certificate placed in their personnel file within 30 days of their starting date of work. Failure to do so may result in suspension of their salary payments. Any employee required to hold a valid certification or endorsement who does not hold such certification or endorsement shall not be entitled to a contract, and any approved contract shall be considered null and void. A MINIMUM OF 48 CREDIT HOURS or passing the PRAXIS exam is required for all Paraprofessionals.
   g. In considering the administrative needs and qualifications necessary to carry out the goals for the School in making selections for administrative personnel the local school leadership shall select those administrative personnel demonstrating the ability to provide effective direction for school staff and consistent administration of school leadership policies. Administrative personnel shall meet professional qualification and endorsement requirements as established by the Oglala Sioux Tribal Education Agency for identified administrative positions as listed in the Oglala Sioux Tribal Education Code prior to selection by the local school leadership.
   h. The local school leadership will employ teachers who have a minimum of (3) semester hours of credit in Lakota Language or Lakota Culture. This requirement may be waived upon verification of enrollment in a Lakota Language or Lakota Culture course. Teachers must participate in Lakota Language or Lakota Culture courses on an annual basis until a minimum of (9) credit hours are acquired, with a minimum completion of (3) hours annually.

3. The School shall prioritize the employment and assignment of fully certified personnel. Provisional or alternative certification may be used only when certified candidates are unavailable and must be subject to appropriate administrative supervision.

3.35 PERSONNEL RECRUITMENT

The Human Resources Officer is responsible for the recruitment and recommendation to the Board of the best personnel for the school. Qualified individuals may submit a completed application to the Human Resources Officer. Vacancies that require advertising shall be advertised on the school website; by posting in school buildings and throughout the school service area and be submitted to local, state, and national placement agencies or utilize other methods deemed appropriate by the Human Resources Officer.

A job vacancy that requires advertising is defined as a job that has become available and there has been no recommendation for a transfer or a reassignment of a qualified current employee to fulfill such job. The job that is left vacant shall be advertised. Job advertisements will be posted for at least two (2) weeks.

3.36 APPLICANT SCREENING

1. At earliest possible date following the closing date of a job announcement, or for open until filled positions, within three (3) days of receipt of an application, the Human Resources Department will review and screen applications based solely on the information contained in the application and documentation attached to application provided by the applicant.
2. The Human Resources Department will provide a list of eligible applicants who meet the minimum qualifications set forth in the Job Announcement and Job Description to the Superintendent for approval of a background check and for character reference check. Once approved by the Superintendent, the Human Resources Department will complete reference checks and background investigations on eligible applicants.
3. The Human Resources Department will issue letters to ineligible applicants stating the applicant is ineligible and the reasons for ineligibility. Grounds for ineligibility include:
    a. Not meeting job qualifications as indicated in job advertisement.
    b. Incomplete, unsigned application.
    c. Application submitted after job advertisement closing date.
    d. Any former CHS employees terminated for disciplinary reasons within one year from the date of application.

3.37 PERSONNEL HIRING

1. At the earliest possible date following the closing date of a job announcement, or for open until filled positions after an applicant has been screened for eligibility, the Human Resources Director shall submit applications to the Interview Committee. The Interview committee may be composed of the Human Resources Director, or designee, supervisor of the position to be filled, and an employee within the same department as the position advertised. Staff conflict of interest policies included in Section 3.32 apply.

2. The Interview Committee will review and rate applications based solely on the information contained in the application and other documentation provided by the applicant. The Committee will seek to employ high quality personnel who meet certification and background investigation requirements of applicable Tribal, Federal, and State law as well as those additional requirements for the specific assigned positions. The School shall prioritize the employment and assignment of fully certified personnel. Provisional or

alternative certification may be used only when certified candidates are unavailable and must be subject to appropriate administrative supervision.

The Interview Committee will be responsible for accurately rating information contained in the application including education, employment preferences, experience, and references. Only required information will be used in the rating process. All qualified applications will be rated based on established criteria.

3. No CHS employee shall be involved in the selection and hiring process of an immediate family member, nor shall a supervisor be allowed to supervise an immediate family member, as defined by CHS policy. There will be no travel expenses paid to applicants for interviewing. Interviews may be conducted remotely/virtually.

4. The Superintendent will make all hiring decisions. If in the opinion of the Superintendent, the applicants interviewed are not suitable, the Superintendent may request that the position be re-advertised, or other qualified applicants screened for the position be scheduled for an interview. The Superintendent may elect to interview the applicant, as needed. The School Board shall review and approve all employment contracts for Crazy Horse School. Board member conflict of interest provisions of Section 1.54 apply.

5. A background and character investigation for all personnel providing services to CHS shall be completed by the Human Resources Department prior to employment and may be conducted annually (or shall be reviewed within 5 years) thereafter. All background investigations shall comply with P.L. 101-630, Code of Federal Regulations 25 Part 63 Indian Child Protection and Family Violence Prevention Act and P.L. 101-647, Crime Control Act of 1990 for all employees, chaperones, and volunteers. Any applicant whose background investigation shows that the applicant is not suitable for employment involving children shall not be hired and any current employee who has an unsuitable finding shall be released from employment. The Tribal Education Agency may provide technical assistance in the adjudication process for school personnel for PL 100-297 Tribally controlled schools. Adjudication must occur prior to employment and every 5 years thereafter.

6. Any person meeting the guidelines as having regular contact or control over Indian children shall be vetted with a thorough Child Care Background Investigation. Only those with favorable results may work with students. Public Law 101-647 allows employees to begin work as the investigations are taking place. Such investigation shall comply with all applicable laws and regulations and paid for by the employee. This process will include forwarding background investigation to the state Department of Criminal Justice Services, State Registry of Social Services, and Federal Bureau of Investigations, and Tribal Agencies. The contract with the employee, even if signed by the parties, shall not be considered executed, valid or enforceable until all results are returned regarding the childcare, background, and character check. The legal effect of negative results coming in after the contract has been signed is that the employee's contract shall be considered null and void, as if no employment relationship exists between the employee and the Crazy

Horse School. Personnel whose background investigation hasn't been cleared by the first date of employment must sign a Provisional Supervised Employee Form. **Appendix 6.**

7. All coaching personnel shall meet all certification requirements of applicable Tribal, Federal and State Law.

3.38 PERSONNEL ASSIGNMENT

Teachers are assigned to specific duties and grade level placement by the respective Principal who shall consider the teacher's 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.

3.39 TEMPORARY APPOINTMENTS

The Superintendent shall have the authority to appoint temporary personnel to work assignments required at the school when there are funds available within the existing Board approved School budget. No Temporary appointments will be made without the approval of the Business Manager confirming funds are available and notice to the Human Resources Department to complete a background check. For Substitute personnel, The Superintendent shall utilize the substitute pool of applicants. Under no circumstances will an individual be employed without first undergoing background investigation and pre-employment drug and alcohol testing. The Board will be notified of all temporary appointments. Temporary appointments should not exceed ninety (90) work days and any renewals or extensions shall not exceed one academic year. Temporary Appointments whose background investigation has not been cleared by the first date of employment must sign a Provisional Supervised Employee Form. **Appendix 6.**

3.40 SUBSTITUTE EMPLOYEES

1. The Human Resources Officer shall be responsible for acquiring a list of substitute employees meeting Board requirements on a bi-annual basis. Substitute and temporary employees are not the same category of employees. Substitute employees may be used only in those jobs that in the absence of an employee would adversely affect the school and the services provided.

2. Substitute Orientation will be organized by the Superintendent or their designee. Substitute Orientation will be held at the beginning of each semester and shall be held as needed for new Substitute Employees.

3. All substitute teachers shall possess and file a copy of their high school diploma or GED and any Certifications with the Human Resources Officer.

4. The respective school secretary will contact and schedule substitutes during teacher absence.

5. Failure of a teacher to report their absence in time to acquire a substitute teacher may result in disciplinary action. Teachers are required to consult with the substitute about learning activities to be implemented in their absence, unless in an emergency. Teachers are required to submit lesson plans weekly to their Principal to be used by the substitute teacher.

6. Certified Substitute teachers will not be compensated the certified substitute pay rate for positions that do not require certification. Substitutes will be utilized in the absence of Certified Teachers. (Exceptions must be approved by the Superintendent).

7. The School may utilize both long-term substitute personnel and short-term substitute personnel. Substitutes for any certified position who do not meet the certification requirements for that position may be approved and utilized only if no certified substitutes are available, and no qualified certified applicants have applied for the position.
   a. A Short-term substitute position is one in which a substitute works less than fifteen (15) consecutive days replacing the same staff member. Short-term substitutes shall be paid at a rate approved by the Board. Short-term substitutes are not entitled to leave or benefits.
   b. A Long-Term Substitute position is one in which a substitute works more than fifteen (15) consecutive days replacing the same staff member.
      i. Long-term Substitutes will be compensated in the following manner:
         a) Substitute for Certified Staff that has certification: (Must have State Certification or Bachelor's Degree in Education): The same rate of pay as would be available on the wage and salary scale for a contractual position retroactive to the first date of substitution.
         b) Non-Certified Staff: (all positions other than certified staff) The same rate of pay as would be available on the wage and salary scale for a contractual non-certified position retroactive to the first date of substitution.
         c) If a long-term substitute is approved but does not have the certification required for the position they are placed in, they will be paid at the rate of $30,000.00 per year. If the long-term substitute obtains certification for the position they are placed in during the term of the substitution, they will be paid at the certified rate for that position starting on the date of certification.
      ii. Long term substitute instructional personnel shall be required to perform all of the contractual duties that instructional personnel are required to perform under their contracts, including but not limited to development of lesson plans, reporting in the Plan4Learning system, and participation in training as required by the Principal.

3.41 PERSONNEL ORIENTATION

1. An orientation program for all new employees shall be implemented by the Human Resources Officer. The orientation shall assist new employees to become acquainted with the community, school policies and procedures, philosophy, programs, and evaluation procedures. 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 Officer which lists those items understood and those items requiring additional awareness, to be placed in their personnel folder.

2. The Human Resources Officer shall be responsible for working with supervisors to ensure all support staff have the required preparation and training as outlined in her/his job description.

3. All personnel shall participate in an orientation on Lakota values and culture.

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

3.42 IN-SERVICE TRAINING

The Superintendent, after consulting with the Principals and the Human Resources Officer, is responsible for recommending topics for in-service and pre-service training to the Board for approval. 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. All employees will receive training on personnel policies (including but not limited to employee assistance program, leave policies, child abuse and mandatory reporter requirements, drug and alcohol free workplace policies, social media use, and personnel discipline and grievance processes); student policies (including but not limited to controlled substances, medical marijuana and alcohol policies, grievances, student safety); transportation, financial policies and requirements (including travel and procurement);and training in effective communication skills.

3.43 PERSONNEL PROBATION

Certified teachers 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. (New employees do not include renewed staff). If a certified staff member does not file a Notice of Intent to return for the next school year, or does not accept a contract offer, but later is hired for the subsequent school year, they are subject to the ninety (90) calendar day probationary period.

1. **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 her/his supervisor will pay close attention to the employee's job performance and progress.

2. **Conditions Preliminary to Regular Appointment:** The regular appointment of an employee shall begin with the date ending the probation period. The Immediate Supervisor is required to send a written notice to the Human Resources Officer prior to the last day of

the probationary period notifying the Human Resources Officer of whether the employee is recommended for permanent appointment, is recommended for extension of the probationary period, or is recommended for termination. The employee will be provided with a copy of this notification.

3. **Leave During Probation:** Leave Without Pay may be granted in extenuating circumstances for probationary employees through the Superintendent. Any Annual, Personal, or Sick Leave the employee is eligible for under contract shall accrue during the probationary period but may not be used until the end of the probationary period.

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

5. **Transfers During Probation:** An employee may be transferred during the probation period if such an action would benefit the school or the employee. A new probation period will begin on the date of transfer if the Transfer is done in accordance with the Transfer Policy.

6. **Performance Evaluation During Probation:** The supervisor shall provide a performance evaluation after thirty (30) calendar days, but before forty-five (45) calendar days of work during the probation period. Performance evaluations 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. Evaluations are not required in the event a probationary employee is terminated within the initial 30-day period. The Human Resources Officer shall provide notice to all Supervisors by the 30th day of employment that an evaluation needs to be conducted during the probationary period and shall provide a performance evaluation form that the Supervisor must fill out and return to the Human Resources Officer no later than 15 days after they receive the form. For instructional staff, evaluation shall include performance of required classroom functions.

   Subsequent Performance Evaluations During Probation: The supervisor shall provide a performance evaluation during 40-45 calendar days, and the 2nd performance evaluation during 80-85 calendar days of work during the probation period. The supervisor may add additional timelines on performance evaluations as necessary. Mid-year performance evaluations shall occur after the Thanksgiving-Christmas break, between November 20th through December 20th. Annual performance evaluations shall be completed no later than April 1st of each year starting with the 2021-2022 School Year.

7. **Continuing Employment:** Those employees whose continuing employment is contingent upon the employee meeting special conditions, as recommended by their supervisor to the Superintendent and approved by the Board, may be placed on a ninety (90) calendar day probation period, or may have the initial ninety (90) day probationary period extended for up to an additional ninety (90) days. All special conditions to employment contracts and agreements must have Board approval.

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 will 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 Supertintendent will make the final decision on termination. The employee shall have no right to appeal the Board's decision.

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

3.44 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 Immediate Supervisor by the Human Resources Director at the time of their initial appointment. The employee's Immediate Supervisor shall approve time and attendance, approve, or disapprove leave, conduct evaluations, provide technical assistance, conduct conflict resolution and problem-solving, identify professional developmental needs and resources, acquire materials for, and assign other duties to the employee.

3.45 PERSONNEL PERFORMANCE EVALUATION

1. **PURPOSE:** The formal evaluation program is intended to assist and motivate employees to attain their maximum potential. It is a means of stimulation to self-improvement. The program is designed to analyze the strengths and weaknesses of an employee. It enables the Supervisor and the employee to direct their efforts toward those personal characteristics, skills, knowledge, and abilities that will make her/him a more effective employee and increase her/his chances toward development of the supervisory personnel.

2. **POLICY**: It is the policy to conduct an on-the-job performance evaluation with each employee on a regular basis as an employee development activity. Promotions, demotions, contract renewals, pay increases, and continued employment are based on performance, length of service or longevity. Performance evaluations and performance assessment are one of several factors considered in decisions affecting promotions, demotions, layoffs, contract renewals, and dismissals.

3. **FREQUENCY OF PERFORMANCE EVALUATIONS AND ASSESSMENTS**: The performance of all employees will be reviewed on an on-going informal basis. Informal performance reviews will be conducted not less than quarterly. A performance assessment is an interim review of the employee's performance that includes informal ongoing feedback, as well as mid-year reviews. A Performance Evaluation is an annual evaluation conducted prior to the end of the contract year.

Informal performance reviews, performance assessments, and performance Evaluations will be considered when implementing professional development plans for employees. Information in informal ongoing performance assessments will be used in formal performance assessments and evaluations made in accordance with the established schedule outlined below:

Mid-year performance assessment shall occur annually on or before December 15th of the respective school year for all staff during their first two years of employment, and as required by any specific funding agencies. After two years, the Superintendent and the School Board in their discretion may waive the requirements for a mid-year performance assessment and only conduct the annual performance evaluation.

a. An Annual performance evaluation shall occur on or before March 1st of the respective school year for all staff.

c. The Supervisor or the Superintendent may also conduct a performance assessment at any time he/she deems necessary or appropriate to assist the employee in identifying work performance deficiencies and meeting job requirements.

d. Promotion/Transfer Performance Evaluation: Ninety (90) calendar days after transfer or reassignment to a new position, the Immediate Supervisor shall conduct a performance evaluation. At the discretion of the Superintendent this performance evaluation may take place sooner if the employee has demonstrated her/his ability to satisfactorily perform the job requirements.

e. If there are any deficiencies in performance identified in a performance assessment or a performance evaluation, the Supervisor will develop a Performance Improvement Plan and shall provide a copy of that plan to the employee.

4. **RESPONSIBILITIES**: The employee's Immediate Supervisor will normally conduct the performance assessments and performance evaluations. They will be responsible for appraising the performance of each employee under their supervision and discussing the completed performance assessment or evaluation with the employee. The Superintendent will assess and evaluate the performance of each supervisor under her/his supervision and the Board will assess and evaluate the performance of the Superintendent.

a. **PROCEDURES:**
The Human Resources Officer will recommend the performance assessment and performance evaluation forms to be used for personnel to the Superintendent. The Board shall approve all performance assessment and performance evaluation forms prior to the beginning of the school year.

b. Each program supervisor will review performance assessment and performance evaluation forms with employees under their supervision at the beginning of the school year and establish performance objectives for each employee or group of employees. The performance objectives will be based on actual job requirements and will be conveyed to the employee in writing. This will ensure that the employees know what level of performance is expected and understands the basis for success or failure to meet these objectives when evaluated. It is the supervisor's responsibility to conduct a thorough and impartial performance

assessment and performance evaluation of each employee reporting directly to her/him.

c. If a supervisor is not completely familiar with all phases of an employee's job assignment, a second person knowledgeable of the employee's performance will be requested to assist in the performance assessment or performance evaluation. All the performance assessments and performance evaluations will be discussed and reviewed with the employee when evaluated.

d. The following steps, at the discretion of the supervisor, may be observed in accomplishing the employee's performance assessment and performance evaluation process:

   i. Prepare performance requirements by determining how well you expect the employee to do their duties.
   ii. Discuss the performance requirements with the employee and adjust them as needed.
   iii. Observe what the employee is doing.
   iv. Assess and evaluate the performance against the requirements.
   v. Discuss the performance assessment or performance evaluation with the employee.
   vi. Take appropriate action.

e. Supervisors may be assessed or evaluated by employees that s/he supervises if approved by the Board. (The purpose of the supervisory assessment or evaluation will be to promote communications and address staff concerns and issues.)

f. The Human Resources Officer shall prescribe the forms for the performance assessment and performance evaluation based upon Board approval.

6. **ELEMENTS OF A PERFORMANCE ASSESSMENT AND OF A PERFORMANCE EVALUATION**: Some of the elements of the assessment and the performance evaluation, which may be measured, are:

a. Job proficiency - the ability to perform tasks at or above the job standards.

b. Harmonious Working Relationships - the way an employee gets along with her/his supervisor and fellow workers shall be assessed. Willingness to accept and to carry out orders is also important.

c. Absenteeism and Tardiness - the punctuality and consistency of attendance of an employee on the job is an important consideration.

d. Errors - accidents, errors in work and/or accidents that are attributed to improper performance of job tasks shall be noted and evaluated.

e. Failure to follow rules and regulations - any employee may receive an unfavorable performance assessment if s/he disregards written or oral rules and regulations of which s/he could reasonably be deemed to be aware of.

f. Relationships with the Public - public relations is an important part of the duties of every employee. Each supervisor shall assess the way his/her subordinates deal with the public. Discourteous treatment, lack of tact and other elements of misconduct in dealing with the public are valid reasons for an unfavorable performance assessment.

g. Demonstrate a knowledge or understanding of Lakota values and culture.

h. A performance assessment shall also include assessment of whether the employee has access to or could benefit from additional training, materials, or resources to enhance performance.

7. **PERFORMANCE ASSESSMENT AND PERFORMANCE EVALUATION - INTERVIEW:** Each employee will be given the benefit of a private performance interview with the Supervisor conducting the performance assessment or performance evaluation. The purpose of the private interview is to review the performance assessment or performance evaluation and discuss the employee's job performance. The Immediate Supervisor may conduct the interview in person or by videoconference. The employee will be allowed a reasonable time to enter comments on the performance assessment or performance evaluation form. The employee will sign the performance assessment or performance evaluation form, indicating the performance assessment or performance evaluation has been explained and discussed. The employee can file a written statement of agreement or disagreement with the supervisor's performance assessment or performance evaluation no later than five (5) days following the completion of the performance assessment or performance evaluation. The performance assessment or performance evaluation form will not be placed in an employee's personnel file until it has been reviewed by the supervisor and employee. The performance assessment or performance evaluation form will then be forwarded to the Human Resources Officer for appropriate action.

8. **UNSATISFACTORY PERFORMANCE ASSESSMENT OR PERFORMANCE EVALUATION:** An employee who receives an overall rating of "unsatisfactory" on any formal performance assessment or a performance evaluation may be placed on probation for thirty (30), sixty (60) or ninety (90) calendar days at the Superintendent's discretion and shall be placed on a written Plan of Improvement. Job performance will be re-evaluated prior to the end of the probationary period at the Superintendent’s discretion. Employees who again receive overall ratings of "unsatisfactory" will be recommended for termination to the Board. There is no appeal available from a performance assessment or a performance evaluation.

3.46 PERSONNEL PROMOTION

Whenever new jobs are created or vacancies occur in a position that may provide salary advancement, present employees who meet job qualifications may be eligible for consideration for a reassignment to such position. Any employee who wants to be considered for a new position may follow the voluntary transfer provisions of this Policy.

3.47 PERSONNEL TRANSFER

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

1. **VOLUNTARY TRANSFER**: Employees may request transfer in writing 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. Personnel wishing to transfer or to be reassigned to another position within the school shall notify their Immediate Supervisor by filing a written Transfer Request listing the reasons for the request and the position to which transfer, or reassignment is desired. Upon approval by the Immediate Supervisor, and the Immediate Supervisor of the position they wish to transfer to, the request will be submitted to the Human Resources Officer who shall present the request to the Superintendent for Board action. The Board shall make the final decision on all transfers.

2. **INVOLUNTARY:** If an involuntary transfer is in the best interest of the school, the Superintendent shall notify the immediate supervisor and the employee of the reasons for the action and the position to which transfer or reassignment is recommended in writing, unless the employment contract does not permit transfers. The employee will be afforded an opportunity to respond prior to a transfer or reassignment final decision. The transfer directive is then submitted to the Superintendent for decision. `Noncompliance with a transfer decision of the Superintendent may result in loss of employment for the person(s) involved. The Superintendent may consider maintaining the transferring employee's former salary, pay, or grade, but is not required to do so.

3. **PROCEDURE:** The Superintendent shall request transfers or reassignments of non-certified personnel in the best interest of the school and may take into consideration employee preference, and 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. If the transfer is involuntary, the Superintendent shall notify the supervisor of each department. Any notification or approval must be obtained prior to submitting a voluntary or involuntary transfer to the Human Resources Department, the Board, or the Superintendent.

3.48 REDUCTION-IN-FORCE

A reduction-in-force (RIF) is defined as a situation whereby a position has been eliminated by action of the School Board, because a position no longer serves the mission or purpose of the CHS, or reductions in funding sources for a program make staffing reductions 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 CHS, be given priority in hiring for job vacancies for which they are qualified for three (3) months following the RIF. The position offered may be at a salary or under conditions which are less than the former position of the RIF'D employee. If a RIF'D employee is offered a position, and that RIF'D employee rejects it, then CHS shall not give the RIF'D employee priority consideration for any further positions. All personnel must keep the Human Resources Officer informed of their current mailing address for them to be eligible for future employment preference.

3.49 PERSONNEL EMPLOYMENT TERMINATION

Non-certified personnel, whenever possible, may be given 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 Superintendent 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 crime, continuing physical or mental disability rendering her/him unfit to perform her/his duties, other matters prescribed by law, and violation of the School policies. The Superintendent makes the final decision on all terminations and reserves the right to terminate an employee without notice.

3.50 PERSONNEL RESIGNATION

1. Any non-certified (support) employee may resign at any time by mutual consent with Board approval. Certified 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. If fourteen days' prior notice is not given, and the School has not approved the resignation, this will be considered a breach of contract and abandonment of the job. The School shall levy liquidated damages upon such breach of contract. Because the damages to the School from a breach of contract are difficult to determine, in every employment contract for certified personnel, the contract shall include a provision for imposing liquidated damages.
   The liquidated damages applied shall be as follows:

   a. Termination in June: $1,000.00
   b. Termination in July: $1,500.00
   c. Termination August through May: $2,000.00

   The School shall withhold the liquidated damages amounts owed from all payroll remaining up to the date of termination, and any accrued leave payout. If additional amounts are owed to the School because of penalty, the School shall have the right to take any and all legal actions necessary to collect the liquidated damages. Any staff member who fails to pay liquidated damages owed shall not be employed by the School for a period of five (5) years, or until the liquidated damages are fully paid. The Board reserves the right to waive or reduce liquidated damages in extenuating circumstances beyond the control of the employee.

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

3. Once a certified staff member has signed a contract, s/he may not terminate or cancel his/her contract, unless the Board has given its consent. In cases where an employee has breached his/her contract by departing during the contract year, terminating, or canceling

the contract without the Board's consent, the Board may consider legal action, including seeking revocation of the employee's certification.

4. The Board may seek revocation of a teaching or administrator's certificate upon the event that a certified staff member abandons her/his position, otherwise breaches his/her contract.

5. If any employee fails to comply with exit documentation or comply with the above-stated policy, will not be considered for future employment for a period of at least one year.

3.51 END OF EMPLOYMENT REQUIREMENTS

1. When employment has ended for any reason, prior to leaving employment, the employee is required to complete an Employment Exit Interview with the Human Resources Officer and Immediate Supervisor who shall complete an Employment Exit Interview Checklist. The Employment Exit Interview Checklist will include all of the following requirements:

    a. Removal of all personal possessions from the office space or classroom assigned to the employee;
    b. Return of all equipment in the possession of the employee in good working condition and all building keys;
    c. Return of all passwords in the possession of the employee;
    d. Proper move-out on any housing unit assigned is completed;
    e. Filing of a forwarding mailing address with the Human Resources Director.
    f. For instructional staff, providing the Immediate Supervisor with all up-to-date grades in the gradebook, attendance reports, NASIS required documentation, student files, and test results.
    g. Completion of an Exit Survey Form requesting feedback from the employee. The Immediate Supervisor may review the Exit Survey Form with the employee.

2. If equipment or keys are not returned, or are damaged or lost, or passwords are not returned, or the Employee Exit Interview Checklist is not otherwise completed at the time of the Exit Interview, the final paycheck and any funds earned and payable to the employee shall be withheld until the Employment Exit Interview Checklist Items are completed. The Business Office will not release any final paycheck until it has received a completed and approved Employee Exit Interview Checklist. Any funds owed by the Employee to the School shall be withheld from the final paycheck of the employee.

3.52 RE-EMPLOYMENT

1. All employees, other than the Superintendent, shall file with the Superintendent a Letter of Intent on or before March 10th of each year specifying whether they are available for employment in the subsequent contract year or intend to leave employment. The Superintendent must file a Letter of Intent no later than February 15th. A Letter of Intent is not binding, but contract renewal will not be considered for any employee for whom a Letter of Intent is not on file.

2. Principals are responsible for projecting teacher needs and recommending teacher contract

renewal or non-renewal to the Superintendent for approval before March 10th of each year. Contract renewal shall be offered to the Superintendent on or before May 1st of each year starting with the 2021-2022 School Year: to Principals on or before May 1st of each year, and on or before April 15th of each year for all other certified and non-certified staff. Performance evaluations conducted during the contract year shall be reviewed as part of the contract renewal decision-making process. The Board shall make all contract renewal or non-renewal decisions regarding Principals, non-certified Department Supervisors, and the Superintendent. The Superintendent shall make the decision on all other contract renewals.

3. Following consultation and review of performance evaluations with the supervisor, the Superintendent shall decide on non-certified personnel re-employment for the following school term and shall notify the Board in writing of the contract renewal decisions made. If an employee was subject to a lay-off, rehiring shall be carried per the RIF policy.

4. The Superintendent will, whenever possible, notify the certified personnel and non-certified personnel of contract renewal or non-renewal for the following year by the first scheduled board meeting in April. Failure to notify a teacher does not constitute an expressed or implied promise to renew the teacher's contract for the following year. If an employee or administrator is not renewed, the employee or administrator is not entitled to utilize grievance procedures or to a due process hearing. The employee must notify the Superintendent in writing whether s/he accepts or rejects the re-employment offer within fifteen (15) calendar days following the date of notification. Failure to provide the Superintendent with such notification, writing in new terms into the contract, or signing a contract under protest, shall constitute a rejection of the contract offer. Signing an offered contract constitutes proper notice of acceptance.

3.53 EMPLOYEE HEALTH EXAM, VACCINATION AND COMMUNICABLE DISEASE POLICY

1. All employees shall have a pre-employment physical examination 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 Human Resources Director within thirty (30) days of the starting date of employment and every 5 years thereafter. Tuberculosis test shall be required every five years. All Food Service, Facilities and Transportation employees must pass a physical examination annually. Employees who are required to have a CDL certification must also meet CDL physical examination requirements. If an employee completes a CDL physical, the employee is not required to obtain a separate physical examination for that school year. Failure to comply with this section may lead to disciplinary action up to and including termination.

2. The health and safety of students and employees will be the primary consideration in how CHS handles communicable diseases. CHS recognizes its responsibility in preserving safety, protecting the general welfare, and promoting the physical, mental, and emotional health of students and employees. Decisions regarding an employee's work status will, always, be based on whether the employee poses a direct threat to the health and safety of

the CHS community. When practicable, CHS will make reasonable accommodation(s) for affected employees if such accommodation(s) eliminates any direct threat posed by the communicable disease at issue.

3. **Employee Vaccination Requirements.** CHS will follow the current OST laws and resolutions regarding COVID vaccination requirements as amended from time to time.

4. **Equal Employment.** In accordance with the Americans with Disabilities Act, CHS does not discriminate on the basis of an applicant's or a current employee's health status, including infection of certain communicable diseases such as HIV, so long as the applicant or employee is able to perform the essential functions of the position without posing a direct threat to the health and safety of the CHS community. CHS will afford employees reasonable accommodations if practical. CHS may require, however, that the applicant or employee undergo a health examination pursuant to the Health Examination Section of this Policy to ensure that the employee's communicable disease does not pose a direct threat to health and safety and/or to determine whether reasonable accommodations can be made in the employee's specific circumstances.

5. **Nondiscrimination.** CHS shall not discriminate against an applicant or current employee solely based on a positive communicable disease test result. CHS staff will, always, maintain an atmosphere of respect. Under no circumstances will harassment based on an individual's health status be tolerated. This includes persons infected with a communicable disease, perceived as being infected with a communicable disease, or an employee's family members' actual or perceived infection from a communicable disease. However, nothing in this Policy shall be construed as limiting CHS' ability to make employment decisions intended to protect the health and safety of the CHS community, including termination and/or refusal to hire, provided that such decisions are based on whether an individual's communicable disease poses a direct threat which cannot be reasonably accommodated.

6. **Confidentiality.** CHS shall handle information regarding employees with a suspected or confirmed communicable disease in accordance with all applicable laws regarding confidentiality of employee health records. Such records shall be placed in a locked and secure location and shall only be accessible to CHS management personnel who have a legitimate work related need to know, such as emergency medical personnel. Unlawful disclosure of confidential health records will result in immediate disciplinary measures, up to and including termination.

7. **Direct Threat and Accommodation Determinations.** The determination of whether a communicable disease prevents an employee from being able to carry out a position's essential job duties or poses a direct threat to the health and safety of the CHS community, as well as determinations regarding reasonable accommodations, shall be made by the Superintendent in consultation with the Tribal Health Department, Indian Health Services, CHS legal counsel, and available medical evidence. Applicants and/or employees who are determined to have a communicable disease which prevents them from being able to carry out the normal job duties of a position and/or poses a direct threat which cannot be

reasonably accommodated pursuant to this policy may appeal such a determination in accordance with grievance and appeal procedure of this Policy.

8. **Infection Control Guidelines.** CHS has established the following infection control guidelines for the purpose of protecting the health and safety of the CHS community. These guidelines will be maintained and implemented in cooperation with the Tribal Health Department and Indian Health Services.

   a. Any person who knows or suspects that an individual has a communicable disease or otherwise believes that there has been an incidence of exposure to a communicable disease shall report the information to the Superintendent. It is improper for any employee who has actual knowledge or reasonable grounds to suspect that he/she is infected with a communicable disease to willfully expose or infect another with such a disease or to knowingly perform an act or engage in conduct which exposes or infects another person with such a disease. If the Superintendent has received information that an employee is afflicted with a communicable disease which may interfere with job performance or poses a direct threat to health and safety, he/she will confer with the employee to assess the situation. The Superintendent may direct the employee to complete a health examination pursuant to Section 3.43 of this Policy to ensure that the health and safety of the CHS community is protected.

   b. If possible, all employees and/or students who have open sores, or other physical conditions by which others may be infected are required to refrain from direct contact with others and refrain from handling equipment until the condition is resolved. Any such physical conditions that can be covered with adhesive bandages that repel water and are designed to prevent potentially infections material from being shed must be used.

   c. School workers who may come into contact with infectious body fluids (blood, urine, feces, wound drainage, oral saliva, or vomit) must:
      i. Wear gloves while rendering aid to injured/ill students or staff;
      ii. When possible, direct the injured/ill person to wash off any of their own cuts, abrasions, or other body areas where there are potentially infectious body fluids;

   d. After any wounds are washed with soap and water they should be covered with an appropriately sized bandage. When possible, the ill/injured person should do this themselves.

      Areas where bodily fluids may have spilled should be cleaned by custodial staff as soon as possible. Surfaces should be:
      i. Cleaned using standard disinfectant such as bleach or aerosol germicide cleaner,
      ii. Any linens, towels, or other washable cloth items cleaned with detergent in hot water, and
      iii. Contaminated disposable articles such as paper towels should be double bagged in plastic and disposed.

   e. If the communicable disease at issue poses a direct risk to the health and safety of students and/or staff and/or there has been possible exposure, the Superintendent will make a report to the Tribal Health Department as soon as possible.

f. In cooperation with the Tribal Health Department, the Superintendent shall notify those employees, students, and others of their possible exposure to the communicable disease. The notice will include a fact sheet or similar information on possible communicable disease exposure.

g. If an employee/student is suspected of having a communicable disease that could be detrimental to the health of self or others in the school environment, that individual may be sent home until his or her communicable disease no longer poses a direct threat or until the disease can be reasonably accommodated. Such determinations shall be made in accordance with policy stated earlier in this Section.

h. In cooperation with the Tribal Health Department, the Superintendent shall determine when a student/employee may be readmitted. As a condition of continued or renewed re-admittance, CHS may require a statement from a student/employee's physician stating that the student/employee is in suitable condition to attend school or resume work responsibilities.

3.54 PERSONNEL TIME SCHEDULE

The Board requires employees to report to work punctually as scheduled and to work all scheduled hours. All employees are required to utilize an electronic time clock to sign in and out each workday. The purpose of the time clock is to provide documentation for audit purposes and does not change the exempt or non-exempt (hourly) status of an employee. It is the responsibility of the supervisor to keep an accurate record of employee time and attendance and to discuss with the employee any difficulties that they may have in this area.

The regular daily time schedule for instructional personnel shall be determined by the Principals and Superintendent based on the needs of the students and the School. All Full-time personnel are required to have a schedule that provides no less than eight (8) hours per day, unless otherwise indicated by the Immediate Supervisor with approval of the Superintendent. Forty (40) hours constitutes a regular workweek.

All personnel are expected to work 40 hours per week, on a schedule set by their supervisor. Supervisors may implement varying time schedules for personnel based on the needs of the school after consulting with the employee and Superintendent. Any change to the time schedule shall be in written form by the Supervisor and forwarded to the employee and payroll office. The Board shall indicate the length (start and end time) of a school day annually. All employees may be required to utilize the time clock when leaving the school property and when going on breaks or lunch hours, except for paraprofessionals who are supervising students in the lunchroom during their lunch hour, where there is a need to verify time or dissuade misuse of expected time and attendance.

3.55 PERSONNEL DUTY RULES.

1. All personnel shall assist in clearing students from school building areas daily unless students are working, receiving tutorial assistance, participating in a school sponsored activity, or are supervised by staff. Immediate Supervisors shall ensure that adequate personnel are on duty to supervise students. Employees who supervise tutoring, student

activities or any after-hours events are responsible for supervision of all students in the building and ensuring students not participating in their programs are not in the buildings.

2. 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 without specific approval of the Immediate Supervisor and the provision of a pass to be in the building.

3.56 PERSONNEL WORKLOAD

Class size and workload of individual staff members shall adhere to requirements for accreditation by the accrediting agency. The workload of personnel shall be determined by the Superintendent commensurate with needs of the school. Local school leadership shall develop policies to determine pupil teacher ratio for class size not to exceed 30 students per class. The student size shall be reasonable and encourage adequate student growth and support academic growth and progress.

3.57 COMPENSATORY TIME AND OVERTIME

With effective planning and efficient management, overtime work is not required. Overtime work will be permitted only upon the pre-approved written authorization of the designated supervisor and the Superintendent.

1. **Compensatory Time:** Prior to incurring overtime, which will lead to the granting of compensatory time, the employee shall request approval from their immediate supervisor. Pre-approval in writing by the Immediate Supervisor and the Superintendent is required. Compensatory time earned, the length of time worked, the reasons for such compensatory time, and authorization will be documented by the immediate supervisor. False claims regarding compensatory time by employees shall subject the employee to suspension or termination.

   The CHS shall grant compensatory time to all non-exempt employees other than Facilities and Transportation employees. In special circumstances, compensatory time may be available to exempt employees in extraordinary circumstances. SD Compensatory time shall be given for all involuntary or pre-approved hours beyond (40) hours per work week. Compensatory time will be granted at one (1) hour for each hour beyond forty hours per week worked. Compensatory time cannot be accrued beyond the pay period in which the time is accrued. Employees must use compensatory time within (30) days of its occurrence. Compensatory time not used within thirty (30) days of its accrual shall not be accrued. The School has a use or lose policy regarding compensatory time. Employees, if terminated shall be paid accrued compensatory time. Requests for leave for compensatory time shall be done in accordance with annual leave requirements and are approved and scheduled by the supervisor. Employees are expected to clock in at the expected duty hour. Compensatory time will not be granted for clocking in to work early unless pre-approved and planned in advance in writing for a school purpose.

2. **Overtime Pay:** Overtime pay is time worked in excess of forty hours in a week. Prior to incurring overtime that results in overtime compensation, the employee shall request approval from their immediate supervisor and the Superintendent and shall be required to turn in an overtime approval form within one business day of the accrual of overtime pay. Overtime pay shall be paid for all hours on duty including time waiting during sporting events between periods of driving. Employees are expected to clock in at the expected duty hour. Overtime will not be granted for clocking in to work early unless pre-approved and planned in advance in writing for a school purpose. Time earned, the length of time worked, the reasons for such overtime, and authorization will be documented by the immediate supervisor and the Superintendent. Non-exempt employees who are eligible for overtime include the Facilities and Transportation personnel of the school. Overtime shall be paid at one and one-half (1 ½) times their hourly rate of compensation for all involuntary or permitted hours in excess of forty (40) hours per work week. False claims regarding overtime by employees shall subject the claimant to suspension or termination action. Exempt employees shall not be entitled to overtime pay for overtime hours worked.

3. **Involuntary or permitted work:** Involuntary or permitted work is defined as work which has been required by the Crazy Horse School or the immediate supervisor or work which the employee performs with the implied consent or knowledge of the supervisor. The Board shall comply with the provision of the Fair Labor Standards Act.

3.58 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.

3.59 PERSONNEL EXTRA DUTY

1. Each staff member must assume her/his share of duties incidental to programs, extra-curricular activities, and community involvement activities assigned by her/his supervisor. All CHS employees that apply for an extra duty contract must have signed prior approval by their immediate supervisor. Extra duty contracts are distinguished from consultant contracts as contracts that may be filled by Crazy Horse School employees with Board approval. The Board shall not approve extra duty contracts unless the Business Manager has confirmed that funds are available to pay such contracts, and the Superintendent has recommended an extra duty contract. Extra duty contracts performed by employees are for duties that are in addition to the regular duties of an employee and beyond the job description and/or functions expected of the employee in the ordinary course of their work for CHS. Such contracts are subject to verification that such work is not performed during regular working hours and is not work already required of the employee. For extra duty responsibilities that occur during the school day and include student supervision, a staff member may ask for administrative leave to fulfill their duty for students. The

Superintendent may decide to approve the leave if doing so is in the best interest of the students at Crazy Horse School and if the work cannot be completed after hours. Extra-duty contracts will be advertised and may be issued for activity sponsorship or coaching that requires consistent supervision when applicable and approved by the Board. Background checks and pre-employment drug tests must be completed by all coaches/sponsors prior to the beginning of the extra duty contract.

Employees may hold no more than two (2) concurrent extra-duty assignments during a contract period unless expressly approved by the Superintendent. Extra-duty assignments shall not interfere with the employee's primary job responsibilities and do not create a property interest.

2. The Athletic/Activities Director shall be responsible for providing an orientation for all individuals having extra-duty athletic/activities contracts and must submit documentation of the orientation including an agenda and attendance to the Superintendent's office. Orientation shall be provided to sponsors and coaches on expectations, rules, and regulations, purchasing procedures, transportation policies and vehicle use policies, proceeds from fund-raising activities (see section 5.43), philosophical elements, supervision, and other documentation requirements.

3. Extra-duty contract payment shall not be made until the activity has been completed AND an evaluation by the Activities/Athletic Director or Immediate Supervisor of the contract have been submitted to the Human Resources Director. Extra-duty stipends shall be paid only upon completion of the assigned duty or season when all equipment inventory, practice and game sign-in sheets are submitted along with the end of activity report. A completed season requires fulfillment of the full assignment term, satisfactory performance, and compliance with attendance, supervision, reporting, and School policy expectations. The Superintendent shall have final authority to determine whether an assignment or season has been completed for compensation purposes.

   Extra-duty contract payments may be paid halfway through the contract. However, payments will not be paid in advance of the contract. If the coach/advisor does not complete the season/activity report or the season, or the activity itself, no payment shall be due under an extra duty contract. Only the School Board can end a season/activity early and if School Board ends the activity early or the season early by Board action, then the Extra duty contract will be pro-rated for the time period extra duties were performed as approved by the Board. Bonuses may be considered by the Board for postseason 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.

4. All coaches must meet the requirements of the SDHSAA for their position. All coaches must attend SDHSAA required meetings or participate in any training or activities for their respective activity. Failure to do so shall result in coaches reimbursing the CHS any fines assessed by the SDHSAA. Violation of any SDHSAA rule may result in the immediate termination of coaching assignment. Coaches must pass the required tests. If a coach is

fined for failing to pass the coaches test or SDHSAA rules, it shall be the responsibility of the employee to pay such fine.

5. Personnel assigned to chaperone field trips may be approved for an Extra Duty contract for any dates of the field trip that are not contract days under the personnel contract signed by the employee (holidays, weekends, etc.). For such Extra Duty Contracts, personnel are eligible for Extra Duty contract payment at a rate established by the Superintendent for a period of 8 hours for a full day or 4 hours for any portion of a day less than a full day (8 hours). Extra Duty pay will not be provided for overnight time or time over 8 hours per day. The Principal of each school is responsible for the approval of Extra Duty Contracts for this purpose.

3.60 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 Office. Mileage payment shall be made at the approved federal GSA rate when official travel has been authorized for the use of a personal vehicle.

3.61 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, Easter Monday, Independence Day, Indigenous People's Day, Juneteenth, Crazy Horse Day, and Memorial Day.

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

3.62 PERSONNEL LEAVE.

There are specified forms of leave available to CHS personnel as set forth in this Section, all of which require advance approval by the requesting employee's Immediate Supervisor, and in some cases require approval of the Superintendent as specified herein.

No leave shall be allowed during Orientation, the first two weeks of classes, or the last two weeks of school (to include: Personal, annual, and leave without pay) unless approved in advance by the Superintendent. If prior leave arrangements have been made by an employee and the school dismisses early, the employee will not be charged for leave pre-approved for the time period in which school was discharged early.

No leave shall be allowed the last two weeks of school before graduation unless approved in

advance by the Superintendent. Denial of leave during such a period cannot be appealed and is not subject to this Personnel Policy. 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 may result in personnel action, including termination.

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, including termination.

There shall be no advance leave granted. Advance leave is defined as deductions from future leave not yet earned by the employee. As such, employees cannot accumulate negative balances of leave.

Personnel who take leave for a dual purpose such as for both a school and non-school related activity, such leave shall be leave without pay if the employee is compensated by another organization for the non-school related activity. If such compensation is less than the employee's salary, the CHS shall offset the balance and shall be made with appropriate documentation provided by the employee. The Payroll/Accountant shall be responsible for submitting a leave report to the Superintendent for CHS Board review (prior to contract renewal), reporting accumulative leave taken annually.

1. Personnel must obtain written approval of leave slips prior to taking any form of leave. For any employee who experiences an unforeseen medical issue or family emergency, the employee must contact the Immediate Supervisor as soon as possible to request leave directly by calling. Text messages, emails, or calls from third parties are not allowable. Employees who are sick must contact the Immediate Supervisor by the start of the school Day to obtain approval of sick leave. The Superintendent shall obtain approval of Leave from the School Board President and may do so using DocuSign software or other form of electronic signature approved by the Business Office. Any employee who does not seek and obtain written leave approval shall be considered Absent Without Leave and shall take Leave Without Pay for any hours not approved in advance, and shall be subject to discipline under this Personnel Policy, up to and including termination.

2. Any employee who is AWOL who does not call or show up to work for one (1) day is subject to discipline, up to and including termination of employment.

3. Any employee who is AWOL who does not call or show up to work for three (3) days, whether consecutive or not, is considered to have abandoned their employment and to have resigned from their job. There is no grievance available on a job abandonment.

The following are the types of Leave that may be approved for personnel:

1. 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:

a. Submit a written request to the Board, indicating area of study, location of study, graduate program pursued, and timeline for graduate program completion.
b. 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.
c. Submit a letter of recommendation from their supervisor and Superintendent for approval of request.
d. Other considerations:
    i. No more than two (2) professional staff members may be granted sabbatical leave within any given year.
    ii. 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 at the same rate of pay as they earned prior to sabbatical leave. Subsequent employment shall be based on contract renewal or non-renewal based on performance of staff member.
e. 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.

2. ADMINISTRATIVE LEAVE.

Administrative leave is defined as leave granted by the Superintendent or his/her designee only for requiring closing of the school and necessitating the dismissal of staff.

3. PROFESSIONAL LEAVE.

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

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

The Superintendent shall be responsible for pre-approval of absences for professional leave

will be allowed. S/he shall consider factors of limitations for employing substitutes and reimbursement for travel, meals and lodging. Such leave shall be considered administrative leave.

4. JURY LEAVE.

Leave shall be granted to any employee duly called and accepted for jury duty, whether 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 CHS shall offset the balance and shall be made with appropriate documentation provided by the employee.

5. SUNDANCE LEAVE.

Crazy Horse School year-round employees who participate in Sun Dance, may request approval of up to five (5) days of paid Sundance Leave annually during the non-school calendar year. Employees may request approval to use their Annual Leave for any days in excess of the five (5) days of Sundance leave. Crazy Horse School Employees may request approval to use their Annual Leave for any other religious or spiritual events. Year round employees wishing to apply for Sundance Leave must submit to their Immediate Supervisor and the Superintendent a request at least two weeks in advance. The supervisor and employee will take actions to ensure that the duties of the employee will be fulfilled and that notification has been made in sufficient time for those duties to be fulfilled.

Employees may also request religious accommodations which may include approval of Annual Leave for religious and spiritual practices All approvals of use of Annual Leave for Sundance or for religious or spiritual practice will be determined un the Annual Leave policy

6. SICK LEAVE.

Sick leave may be granted for employee illness for non-certified personnel and year-round employees.

a. 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 Immediate supervisor has a reasonable suspicion that an employee is abusing the sick leave program, the supervisor may request verification of the illness from a health professional.

b. Sick leave for personnel will be earned at a rate of four (4) hours per pay period based on their full hours of duty. Leave accumulation is based on a fully worked bi-weekly schedule and will be adjusted for hours not worked. Sick leave will not be paid at the end of employment. Sick Leave is accrued and may be carried over to the next contract period. No employee may use sick leave before it has been accrued. Sick Leave may be used in increments of one-half (1/2) hour.

7. SHARED LEAVE.

All employees are eligible to share leave with other employees as needed. The payroll accountant is responsible for maintaining accurate records of all leave balances for all employees. Shared leave is a voluntary practice to provide employees experiencing, or

caring for an immediate family member who is experiencing, a serious and prolonged medical condition or family emergency with the ability to receive additional paid leave benefits which are donated by their coworkers.

8. MATERNITY/ PATERNITY LEAVE.

Employees may be granted a family leave of absence not to exceed twelve (12) weeks. Ten (10) days of this leave will be granted with pay annually. Employees may use accrued leave available during this period. All other leave taken will be Leave without Pay. If both parents are employed by the School, the 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 may be approved for twelve (12) weeks of leave by School Board action. 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.

9. 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.

10. MILITARY LEAVE.

An employee shall be allowed approved leave of absence from her/his duties without loss of status or efficiency rating while performing "ordered military duty" with full employment, compensation, and reinstatement rights as provided by law. Such leave shall be leave without pay if employee is compensated military duty. "Ordered military duty" means any military duty performed in the service of the United States or the State of South Dakota pursuant to orders issued by competent federal or state authorities with or without the consent of the employee. Military leave shall be granted only when in the performance of ordered military duty or while reporting to and returning from such duty not to exceed a total of thirty (30) workdays in any one calendar year. Military auxiliary members (ex: American Legion or V.F.W.) may be granted leave without 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 nine (9) months in any one calendar year.

11. BEREAVEMENT LEAVE.

For death in immediate family, up to five (5) days absence without loss of pay will be granted at the discretion of the immediate supervisor. "Immediate family member" is defined as a spouse, parent, grandparent, child, grandchild, or sibling, whether by blood, marriage, or adoption. One (1) day without loss of pay may be granted for other funerals at the discretion of the immediate supervisor.

12. PERSONAL LEAVE.

Instructional personnel have ten (10) days of personal leave to use each school year. 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 the employee's hourly rate in one lump sum payment to be issued within thirty (30) calendar days of the end of the contract, contingent on the availability of funds. Personal leave may be granted if an employee has personal leave available to include such consideration as essential legal matters, marriage, weddings or graduations of immediate family members, religious ceremonies or practices, or other personal matters that cannot be met during non-working hours. Personal leave may be used in increments of one-half hour if a full day is not requested by the employee with the approval of the Immediate Supervisor.

13. ANNUAL LEAVE.

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

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

Not more than 160 hours of annual leave can be carried over from one year to the next. For purposes of carryover, the fiscal year is July 1 to June 30. No employee may use Annual leave until after the Annual leave has been accrued.

Only Crazy Horse School employment may be accepted to compute years of employment. Leave accumulation is based on a fully worked bi-weekly schedule and will be adjusted for hours not worked (Leave Without Pay). Annual leave may be granted if employee has personal leave available to include such consideration as essential legal matters, marriage or graduation of immediate family members, religious ceremonies or practices, or other personal matters that cannot be met during non-working hours. 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 hourly rate in one lump sum payment to be issued within thirty (30) calendar days of the end of the contract, contingent on the availability of funds. Annual leave may be used in increments of one-half hour.

14. EDUCATIONAL LEAVE.

At the discretion of the Superintendent, and after approval by the supervisor, employees may be granted up to forty-five (45) hours of educational leave per semester (fall and spring) for a maximum of ninety (90) hours per school year to attend formal education classes during regular work hours, only when such coursework is determined to be in the best interests of the School and is not reasonably available outside the regular workday. Educational leave shall not adversely affect job performance. Documentation of enrollment, progress, attendance, and final grades is required.

Participation in formal education classes shall not adversely affect the ability of the employee to perform their job responsibilities and duties properly and adequately. Certified

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

Proof of enrollment, Mid-term progress reports, and attendance reports are to be submitted to the Superintendent when available and within the semester. Any further educational leave will be denied if an employee is not fulfilling their commitment. A final grade and final attendance report shall be submitted to the Superintendent at the completion of the semester. Progress of the educational coursework must be forwarded to the personnel file.

The school may pay for employee participation in courses, workshops, conferences and related activities sponsored by the School. In some cases, college credits may be available to participants. However, the School will not pay tuition for enrollment in college coursework by employees in any other circumstances.

3.63 SCHOOL RECORDS RETENTION AND DISPOSAL POLICY.

Definition of School Records. School records include all records created by any employee or received by any employee during the performance of their duties. It also includes any records obtained by an employee as a result of their employment with the School. School Records include paper documents and electronic files (including Microsoft Office Suite documents (Word, Excel, PowerPoint, PDF), pictures, JPEG or other documents and emails whether stored on school computers and databases or elsewhere.

1. **Records Retention General Policy**. Unless otherwise specified in other sections of these Policies and Procedures (for example, Section 3.15 Drug and Alcohol Testing Records, 3.64 Personnel Records, 3.65 Teacher Records, Section 4.03 Student Records, and Section 6.45 Financial Records) all School Records shall be maintained for five (5) years from the later of:
   a. the date the record was created or received; or
   b. the date any open Audit by a federal agency is closed; or
   c. the date any pending litigation for which the School Records are relevant has been terminated. After this time period, the Business Manager shall seek and obtain Board approval for records disposal.

2. **Procedure for Records Disposal.**
   a. **Records Disposal Form and Approvals Required.**
      Prior to the destruction or disposal of any School Records, regardless of what type of records they are, and regardless of other sections of the School Policies, a **Records Disposal Form** shall be completed by the employee seeking to dispose of the records. The Records Disposal Form must be approved by the Business Manager, the Superintendent, and for records maintained by the Business Office or the Superintendent's Office, by the School Board prior to disposal of the records prior to the disposal of a School Record.
   b. **Removal of School Records from the School and Retention of Records by an Employee.**
      Employees are not authorized to retain School records without approval in writing

from their Immediate Supervisor and the Superintendent. In the case of the Superintendent, Board approval in writing is required. All School records are the property of the School, and no employee has any right to retain a School Record for any purpose in their personal possession during employment or following the end of employment.

c. **Method of Disposition or Disposal.**

Most School records are confidential and may not be disclosed to the public unless specifically authorized in the School Policies. Employees have a duty to ensure that records remain confidential even when records are approved for disposal or destruction. For this reason, School Records that are approved for disposal shall not be thrown in the trash. School Records shall be shredded or sent for destruction by a company contracted by the School whose business it is to dispose of records. Electronic records disposal shall be performed by the School IT personnel upon receipt of an approved Records Disposal Form.

3. **Compliance with Records Retention and Disposal Policies.**

Any employee who does not comply with School records retention and disposal policies is subject to discipline up to and including termination of employment. In addition, destruction of School Records related to commission of a crime such as fraud or embezzlement is a criminal offense and may subject an employee to criminal prosecution. Immediate Supervisors are responsible for the enforcement of the School's Records Retention and Disposal Policies including this Section, and Section 3.15 Drug and Alcohol Testing Records, 3.64 Personnel Records, Section 3.65 Teacher Records, Section 4.03 Student Records, and Section 6.45 Financial Records. Any employee who witnesses another employee destroying School Records or removing School Records from the School without authorization shall immediately report this activity to the Superintendent. Such activity by the Superintendent shall be reported to the School Board President and Business Manager. Employees are authorized to take immediate action to stop the unauthorized disposal of or removal of School Records without authorization.

4. **Employee Training.**

On an annual basis, the School shall provide all employees with training on the School Records Retention and Disposal Policies.

3.64 PERSONNEL RECORDS

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

1. Job advertisement
2. Job description
3. Application
4. Payroll Files
5. Evaluations and Assessments
6. Employee Contract
7. Supplemental File
8. Personnel Actions

9. Valid Certificate or License
10. Transcripts of Educational Credits
11. Diplomas
12. Tribal Enrollment
13. DD214 (Record of Military Service)
14. Employee Orientation Checklist
15. Federal, Tribal, and State background check (not in file, but maintained in the Human Resource office). (Supplemental File)

All personnel records, except the application and performance evaluation, are considered confidential and are not open for inspection by unauthorized personnel. Personnel authorized to access personnel records include: 1) The Human Resources Officer; 2) the Superintendent; 3) the Business Manager; 4) The School Board, when necessary and appropriate for school purposes. Upon her/his written request, each employee has the right to review their own personnel file and may request, from the Superintendent, removal of any unnecessary information from the file. If personnel information is requested by a hiring representative for another employer, the Human Resources Director shall disclose only dates of employment and job title. The School may disclose additional information only upon the written request by the former employee specifying the precise information that may be disclosed.

All personnel files shall be reviewed annually by the Human Resources Officer to recommend to the Board the removal of material not required to be maintained under this Policy from those files. Documentation of personnel actions may be removed annually from the personnel folder upon the recommendation of the Human Resources Officer and Board approval. Documentation of personnel actions resulting from serious misconduct shall be maintained on file by the Human Resources Officer for the duration of their employment at Crazy Horse School.

All Personnel records not otherwise specified in this section shall be maintained for five (5) years from the date employment ends, or any open Audit of School records by a federal agency are closed, or any pending litigation involving those records has been terminated. After this time period, the Human Resources Officer shall seek and obtain Board approval for records disposal.

3.65 TEACHER RECORDS

1. Teachers shall be required to maintain and report information on students for which learning activities are provided including:
    a. Name and age of the student;
    b. Daily attendance of each student;
    c. Academic performance including:
        i. Mid-term and End of Term grade(s) (K-6);
        ii. Advancement/retention documentation, (K-12);
        iii. Notifications to parents regarding academic performance sent;
        iv. Quarterly grades 9-12);
        v. Promotional Summary (K-8);
        vi. NASIS (Infinite Campus) required reporting.
    d. Behavior or Student discipline incidents in NASIS;

e. Social development screening (Kindergarten);
f. An updated inventory of classroom materials and equipment at the end of the school year;
g. Weekly lesson plans for areas of instruction submitted to the respective Principal, that are aligned with common core standards;
h. Proficiency levels in NWEA and SMARTER BALANCE Format;
i. Testing data including mid-cycle test results and other tests related to proficiency.

2. All teachers are responsible for timely reporting information on the NASIS system and reporting to the Principal. The health and safety of students requires timely reporting of information. Failure to timely report information and record information in the NASIS system is grounds for disciplinary action.

3. All teachers are responsible for completing activities at the close of the school term inclusive of grade reports, grade books, attendance books, keys, cumulative folders, inventory, classroom cleaning, and other assigned activities prior to receiving final contract payment for the school year and completion of the Employment Exit Interview Form.

3.66 REQUEST FOR REASONABLE ACCOMODATION

a. CHS will make a reasonable accommodation, to the known physical or mental limitations of an otherwise qualified employee who is determined to have a disability under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act unless:
b. The requested accommodation would impose an undue hardship on the operation of CHS, considering the overall size of CHS with respect to number of employees, number and type of facilities, and size of budget; the nature of the workforce; and the nature and cost of the accommodation needed.; or
c. The employee is unable to perform the essential job functions even with a reasonable accommodation.

2. An employee requesting a reasonable accommodation must:
a. File a written request for a reasonable accommodation with the Human Resources Department, specifying the accommodation(s) requested.
b. Include documentation substantiating that the employee is a person with a disability.

3. The Human Resources Department will review the application for a reasonable accommodation within five (5) business days of receiving the request and make a determination of whether the employee is a person with a disability. If the Human Resources Department makes a determination the employee is a person with a disability, the Human Resources Department will provide the Superintendent with a copy of the Job Description and the request for reasonable accommodation.

4. The Superintendent will make a determination, in consultation with the Human Resources Department, of whether to grant or deny the request for reasonable accommodation(s) within ten (10) business days of receiving the request from the Human Resources Department based upon the standards set forth in this Section, and will issue a written determination to the

employee, with a copy filed with the Human Resources Department.

3.67 ADMINISTRATIVE OFFICE SPACES AND CONFIDENTIALITY

Acceptable behavior of staff and students at the school is encompassed by actions that exemplify the Lakota Values of Wisdom, Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakȟaŋ), Patience (Wówačhiŋtȟaŋka), and Honesty (Woowothanja). Maintaining professionalism and confidentiality is a part of exhibiting these Lakota values. The purpose of this policy is to support compliance with privacy expectations surrounding student and personnel information, maintain professionalism in administrative workspaces, and ensure the secure handling of student records.

1. Administrative Offices and Areas

The Administrative Offices and areas should only be used for official school business.

- Official School Business may include but is not limited to:
- Regular Work Duties
- Human Resources
- Administrative Meetings
- Student Meetings with staff in Administrative Offices
- Parent Meetings with staff in Administrative Offices
- Record-Keeping
- Accessing Student Records
- Accessing Personnel Records
- Disciplinary Hearings for Staff and Students
- Restorative Practices (i.e., peacemaking or mediation)

Administrative offices and areas shall be maintained as professional environments, and all staff who work in or enter these spaces are expected to conduct themselves in a professional manner exhibiting Lakota values. Students may only enter administrative offices or areas for legitimate school-related purposes as designated below.

2. Supervisor Responsibilities

Education at Crazy Horse School rests on firm commitments to acknowledging and upholding the dignity and worth of the individual; to the preeminence of enlightenment and reason over force and coercion; and to actions that align to our CHS values. Schools prosper to the extent they merit the confidence of the people. School Administration and supervisors hold a special responsibility in establishing a culture rooted in values, character and integrity. To meet these challenges, administrators and supervisors have an obligation to exercise leadership.

Supervisor Responsibilities:

- Ensure that this policy is followed by staff and students;
- Ensure that staff and students understand the policy and consequences for violations;

- Remind staff to be professional and to refrain from engaging in conversation with a student unless a meeting is scheduled and/or the conversation is in a space where confidentiality can be protected;
- Remind all staff to remain professional and ensure confidentiality, whether regarding a student or personnel matter, is maintained when in conversation with other staff members;
- Provide displayed notices and remind students and staff they should only be in administrative spaces when they have a legitimate school-related matter as listed below;
- Monitor Administrative spaces to confirm that only authorized individuals are present;
- Verify with students that they are in the Administrative Offices for a legitimate school-related reason;
- Verify with staff that they are in the Administrative Offices for a legitimate work-related reason;
- Document repeated and/or serious policy violations and address appropriately;
- Address violations promptly and implement disciplinary procedures if necessary.

3. Staff Responsibilities

Staff should only hold sensitive discussions with students and each other in appropriate private settings where confidentiality can be maintained. If a staff member has a meeting with a student or other staff member, the meeting should be:

- Behind closed doors;
- In an office or classroom;
- During the meeting, ensure that voices are maintained so others cannot hear what you are discussing;
- If there are people around your office during a meeting scheduled with a student or another employee, you can ask them to step away from your office, or you can move the meeting to another more secure location.

If a staff member is going to have a sensitive discussion with students and or colleagues, the staff member should first attempt to schedule a meeting to ensure that the meeting can happen in a space that maintains confidentiality. Staff members should not engage in conversations with students or colleagues in shared spaces and especially when discussing confidential matters.

4. Student Responsibilities

Students should only enter administrative offices for legitimate school-related matters. Those matters are:

- Meetings with an administrator when requested or scheduled;
- Meetings with staff about school-related matters;
- Checking in and out of school if arriving to school late or leaving early;
- Being sent to the office by a teacher or staff member;
- Delivering or receiving materials for a teacher or staff member;
- Disciplinary Action;
- Urgent or emergent situations

5. Confidentiality

Students may be required to enter administrative offices to discuss personal or confidential matters. In such instances, maintaining student confidentiality and ensuring their safety is essential. To ensure student confidentiality and safety, supervisors and staff must adhere to their responsibilities listed above

Active and inactive Student Records are also maintained in the Administrative Offices in a secure location. Student Records are protected under the Federal Education Rights and Privacy Act (FERPA), and unallowable disclosure of student records or access to student records that is unallowable are violations of FERPA and can trigger the Progressive Personnel Discipline Procedures under CHS Policy Section 3.07, including suspension up to termination, and/or legal consequences. Student records shall be secured and maintained in accordance with CHS Policy Section 4.03.

Active and inactive personnel records are also confidential and shall be maintained in accordance with CHS Policy Section 3.64.

6. Consequences

- Breach of this policy by staff may result in in disciplinary action in accordance with CHS Policy Section 3.07
- Repeated and/or serious violations of this policy may result in suspension and/or termination.
- Breach of this policy by students can trigger Discipline Procedures under CHS Policy Section 4.10(7).

3.68 WORKPLACE INJURY REPORTING PURPOSE

Crazy Horse School is committed to maintaining a safe working environment and ensuring that all workplace injuries and work-related illnesses are promptly reported, documented, and communicated to the appropriate parties, including the School's workers' compensation carrier. Timely reporting protects the health and safety of employees, preserves workers' compensation rights, and ensures compliance with applicable federal and Tribal laws and insurance requirements.

SCOPE

This policy applies to all Crazy Horse School employees, including full-time, part-time, temporary, probationary, and substitute employees, who sustain a work-related injury or illness while performing duties within the scope of their employment.

DEFINITIONS

- **Workplace Injury:** Any physical harm, illness, or occupational disease sustained by an employee that arises out of or in the course of employment with Crazy Horse School, including injuries occurring on school premises, during school-sponsored activities, or while operating a school vehicle.
- **Immediate Supervisor:** The direct supervisory employee responsible for the injured employee's day-to-day work assignments as designated by the Human Resources Department.

- **Business Day:** Any day that Crazy Horse School administrative offices are open for business, excluding weekends, federally recognized holidays, and school holidays designated on the approved school calendar.

REPORTING REQUIREMENTS AND PROCEDURES

All workplace injuries shall be reported in accordance with the following three-tiered reporting chain. Each tier carries its own mandatory deadline. Failure to comply with reporting requirements may result in disciplinary action and may jeopardize the employee's workers' compensation benefits.

STEP 1 – EMPLOYEE REPORTS TO IMMEDIATE SUPERVISOR (WITHIN 2 BUSINESS DAYS)

Any employee who sustains a workplace injury or work-related illness must report the injury to their Immediate Supervisor no later than two (2) business days from the date the injury or illness occurred or was discovered.

- The initial report may be made verbally; however, the employee must complete a written Employee Injury/Incident Report Form as soon as practicable and no later than the two (2) business day deadline. See Appendix 25 for the Employee Injury/Incident Report Form. The employee must also complete all required workers' compensation claim forms and documentation required by the School's workers' compensation carrier and provide completed forms to the Business Office within three (3) business days of the incident..
- If the injury requires emergency medical attention, the employee shall seek immediate medical care first and notify their Immediate Supervisor as soon as reasonably possible thereafter.
- The employee's report shall include: the date, time, and location of the injury; a description of the incident and how the injury occurred; the nature and extent of the injury or illness; the names of any witnesses; and any medical treatment sought or received.
- Failure to report within two (2) business days, absent extraordinary circumstances, may result in disciplinary action and may affect the employee's eligibility for workers' compensation benefits.

STEP 2 – IMMEDIATE SUPERVISOR REPORTS TO BUSINESS OFFICE (WITHIN 1 BUSINESS DAY)

Upon receiving notice of a workplace injury from an employee, the Immediate Supervisor must report the injury to the Business Office in writing within one (1) business day of receiving such notice.

- The Immediate Supervisor's written report to the Business Office shall include the completed Employee Injury/Incident Report Form, a description of the circumstances, any witness information, whether medical treatment was sought, and the Supervisor's initial assessment of contributing workplace factors.
- The Immediate Supervisor shall also document and preserve any physical evidence related to the incident, take pictures of the incident areas (if applicable), and shall interview any witnesses as soon as reasonably possible.

- If the injury results in an emergency situation requiring immediate hospitalization, loss of consciousness, or presents a significant risk to the health or safety of other employees, the Immediate Supervisor shall notify the Business Office immediately by telephone, regardless of the time of day, and shall follow up in writing within one (1) business day.
- A supervisor who fails to timely report a workplace injury to the Business Office may be subject to disciplinary action consistent with Section 3.07 of this Policy.

STEP 3 – BUSINESS OFFICE REPORTS TO WORKERS' COMPENSATION CARRIER (WITHIN 1 BUSINESS DAY)

Upon receiving the Immediate Supervisor's written report, the Business Office designee shall report the workplace injury to Crazy Horse School's workers' compensation carrier within one (1) business day.

- The Business Office shall submit all required workers' compensation claim forms and documentation required by the School's workers' compensation carrier. All submissions shall be made in accordance with the carrier's reporting requirements and applicable tribal and federal regulations.
- The Business Office shall coordinate with the Human Resources Department to ensure all documentation is accurately maintained in the employee's personnel file in compliance with applicable confidentiality requirements.
- The Business Office shall promptly notify the School Board of any serious workplace injury, including any injury that results in an employee's extended absence, hospitalization, or potential workers' compensation claim of significant value.

MEDICAL TREATMENT

Crazy Horse School supports the right of injured employees to seek appropriate medical care. The School shall cooperate with authorized medical providers designated or approved by the workers' compensation carrier.

- Employees must notify their Immediate Supervisor before seeking non-emergency medical treatment related to a workplace injury, unless doing so would further endanger the employee's health or safety.
- The School shall not interfere with an employee's right to obtain medical attention for a work-related injury.
- Employees receiving medical treatment for a workplace injury must provide the Human Resources Department with any return-to-work releases or medical restrictions provided by the treating physician as soon as they are issued.

RETURN TO WORK AND LIGHT DUTY

Crazy Horse School will make reasonable efforts to accommodate medically necessary work restrictions and, when operationally feasible, may offer light duty or modified work assignments to injured employees. Light duty or modified assignments are subject to the availability of appropriate work and approval by the Superintendent.

- An employee returning to work following a workplace injury must present the Human Resources Department with a written physician's release to work, including any restrictions, prior to resuming duties.

- The Superintendent, Human Resources Director, and the employee's Immediate Supervisor will work collaboratively with the workers' compensation carrier to facilitate an appropriate and timely return to work.

CONFIDENTIALITY
All information related to a workplace injury and the resulting workers' compensation claim shall be maintained in a confidential manner consistent with Section 3.64 (Personnel Records) of this Policy and applicable federal and tribal law. Medical information related to a workplace injury shall be maintained in a separate, secured file and shall not be placed in the employee's general personnel file. Access to such records shall be limited to those with a legitimate, work-related need to know.

NON-RETALIATION
Crazy Horse School strictly prohibits retaliation against any employee who, in good faith, reports a workplace injury or participates in the injury reporting, investigation, or workers' compensation claim process. Any employee found to have engaged in retaliation against an injured employee shall be subject to disciplinary action up to and including termination of employment, consistent with Section 3.07 of this Policy.

RECORDKEEPING
The Human Resources Department, in coordination with the Business Office, is responsible for maintaining complete and accurate records of all workplace injuries and workers' compensation claims. Records shall be retained in accordance with Section 3.63 (School Records Retention and Disposal Policy) of this Policy.

- The Superintendent shall ensure that records of workplace injuries are submitted to the School Board as required by the workers' compensation carrier and applicable regulatory requirements.
- The Human Resources Director shall maintain a workplace injury log and shall report a summary of workplace injuries and claims to the Superintendent and School Board on an annual basis.

TRAINING
The Human Resources Department shall provide training to all employees on this Workplace Injury Reporting Policy at the beginning of each school year and at the time of initial hire. Supervisors shall receive specific training on their reporting obligations under this Policy. The Employee Injury/Incident Report Form shall be made available in all work areas and through the Human Resources Department.

Section 4: Students

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4.01 INTRODUCTION

The Crazy Horse School Student Handbook shall include all of the policies set forth in this section and the following additional items:

1. Welcome Letter from the Superintendent and Principals.
2. School Calendar.
3. School Philosophy, Vision, Mission and Goals on CHS Letterhead.
4. Lakota Values and Virtues.
5. Teachers Code of Professional Ethics and Obligations to Students.
6. Notification that any parent or guardian may opt to receive notification or correspondence by electronic mail in lieu of regular mail.

4.02 RIGHTS AND RESPONSIBILITIES OF STUDENTS, PARENTS, THE SCHOOL, AND EDUCATORS

1. Educators Responsibilities to Students.

a. The School, acting through the School Board will provide the educational and support services necessary for student learning options and experiences that allow for maximum physical, mental, social, emotional, cultural, spiritual and professional growth and development.

b. Every student will have equal educational opportunities and access to all school activities, opportunities, and support services regardless of race, color, creed, gender, religion, national origin, or disability.

c. Educators will comply with the Obligations to students under the Code of Professional Ethics, which includes:

i. Not, without just cause, restrain students from independent action in the pursuit of learning;

ii. Not, without just cause, deny to students' access to varying points of view in the classroom;

iii. Present subject matter for which they bear responsibility without deliberate suppression or distortion;

iv. Make a reasonable effort to maintain discipline and order in the classroom and the school system to protect students from conditions harmful to learning, physical and emotional well-being, health, and safety;

v. Conduct professional business in such a way that they do not expose the students to unnecessary intimidation, embarrassment, or disparagement;

vi. Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual orientation, age, marital status, disability, national origin, or ethnic background;

vii. Maintain professional relationships with students without exploitation of a student for personal gain or advantage;

viii. Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

ix. Not engage in or be a party to any sexual activity with students including sexual intercourse, sexual contact, sexual photography, or illicit sexual

communication.

2. Students Rights and Responsibilities.

In order to maintain the integrity and values of the community and to promote the high ideals of education, students are expected to maintain high standards of personal conduct. By enrolling in Crazy Horse School, students agree to follow the School rules and regulations. Students have the following rights, and are responsible for respecting these same rights for each and every student in the School:

a. The student has the right to a free and appropriate public education; and the responsibility to participate in all classes and to complete all course requirements.
b. The student has the right to freedom of religion, spirituality, and culture; and the responsibility to respect other's religion, spirituality, and culture.
c. The student has the right to freedom from unreasonable search and seizure of their person and property; and the responsibility to obey school rules and regulations.
d. The student has the right to freedom of the press; and the responsibility not to libel, slander, to print obscenities or prejudicial material.
e. The student has the right to freedom of speech and expression as long as it does not to disrupt the educational process or endanger the health or safety of others, and the responsibility to respect the right to freedom of speech and expression of others.
f. The student has the right to freedom from discrimination; and the responsibility not to discriminate against others.
g. The student has the right to peaceable assembly and to petition for the resolution of grievances; and the responsibility to obey recognized School rules and regulations on the assembly of students and the grievance processes available to students. This means that students will follow the grievance processes available in a manner that does not disrupt the educational process to have their concerns heard and responded to by School Staff, Principals, the Superintendent, and the School Board.
h. The student has the right to due process; and the responsibility to follow the School rules and regulations for grievances and student discipline actions.

3. Parent / Legal Guardian Rights.

a. **Definition of Parent or Legal Guardian**. Parent or Legal Guardian means:
   i. A biological or adoptive parent of a child;
   ii. A foster parent wo has been recognized by law as having granted legal custody of the child even on a temporary basis;
   iii. A guardian authorized under a valid Court Order issued by a court of competent jurisdiction granting legal custody of the student to an individual, or a person designated by an Affidavit signed before two witnesses or a Notary Public by the parents of the student granting legal custody of the student to the individual.

   The biological or adoptive parent, when attempting to act as the parent and when one or more parties is qualified to act as a parent, will be presumed to be the parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child under a Court Order or applicable law.

b. **Grievance Process.** Parents and legal guardians have the right to have their complaints and grievances addressed by School Personnel in accordance with Section 4.10(19) of this Policy. The School has adopted a Grievance Policy for students and parents and legal guardians in Section 4.10(19) of this Policy.

c. Parents and legal guardians have a right to be informed any time a student is injured at school or during a school sponsored activity. The School will attempt to call the parents immediately, and will ensure proper medical care is administered. If a parent or legal guardian cannot be reached by phone, the School will call the emergency contact person listed in school records.

d. Parents and legal guardians have a right to be informed of behavioral problems and disciplinary action taken by the School. School personnel will contact the parent or legal guardian by telephone and will provide the parent or legal guardian with a written notice of behavior requiring the following disciplinary actions: Detention, In-School Suspension, Out of School Suspension, or Expulsion recommendation.

e. Parents and legal guardians have the right to be notified on a timely basis regarding any Special Education Services actions or actions on a 504 Plan, as set forth in Section 4.08(6), and the right to request such services.

4. Title I Rights and Responsibilities.

a. **Compact Between parents/legal guardians, students and the School.**
By enrolling students in the Crazy Horse School, the School and parents/legal guardians are entering into a compact, in accordance with Title I, Part A of the Elementary and Secondary Education Act (ESEA) (Participating children), outlining how the parents, the entire school staff, and the students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children achieve the School's high standards. This compact includes the following:

b. **School Responsibilities.**
Crazy Horse School will:

i. Provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the participating children to meet student academic achievement standards.

ii. Hold parent-teacher conferences at least every quarter, and as needed based on a student's performance. This compact will be discussed as it relates to the individual child's achievement.

iii. Provide parents/legal guardians with frequent reports on their children's academic progress, attendance, and behavior.

iv. Provide parents/legal guardians reasonable access to staff.

v. Provide parents/legal guardians opportunities to volunteer and participate in their child's classroom and to observe classroom activities.

vi. Involve parents/legal guardians in the planning, review, and improvement of the school's parent/legal guardian involvement policy, in an organized, ongoing, and timely way.

vii. Involve parents/legal guardians in the development and implementation of any school-wide program plan, in an organized, ongoing and timely way.

viii. Hold an annual meeting to inform parents and legal guardians of the school's participation in Title I, Part A programs, and to explain the Title I, Part A requirements, and the right of parents and legal guardians to be involved in Title I, Part A programs.

ix. The school will convene the meeting at a convenient time for parents and legal guardians, and will offer a flexible number of additional parent/legal guardian involvement meetings, such as in the morning or evening, so that as many parents and legal guardians as possible are able to attend. The school will invite to this meeting all parents and legal guardians of students and will encourage them to attend.

x. Provide information to parents/legal guardians of participating students in an understandable and uniform format, including alternative formats upon the request to parents and legal guardians with disabilities, and, to the extent practicable, in a language that parents and legal guardians can understand, including providing an interpreter for parents and legal guardians whose first language is other than English when available.

xi. Provide to parents and legal guardians of participating children information in a timely manner about Title I, Part A programs and a description and explanation of the school's curriculum, the forms of academic assessment used to measure children's progress, and the proficiency levels students are expected to meet.

xii. On the request of parents or legal guardians, provide opportunities for regular meetings for parents and legal guardians to formulate suggestions, and to participate, as appropriate, in decisions about the education of their children. The school will respond to any such suggestions as soon as possible.

xiii. Provide each parent and legal guardian an individual student report about the performance of their child on the State assessment in at least math, science, language arts and reading.

xiv. Provide each parent and legal guardian timely notice when their child has been assigned or has been taught for four (4) or more consecutive weeks in a core subject of English, reading or language arts, mathematics, science, foreign languages, civics or government, economics, arts, history, or geography by a teacher who is not highly qualified within the meaning of the term at 34 C.F.R. §200.56.

c. **School Compact Partnership Responsibilities.**

To help build and develop a partnership with parent and legal guardians to help their children achieve high academic standards, Crazy Horse School will:

i. Inform parents of opportunities to serve on committees or participate in curriculum development and training opportunities.

ii. Notify parents and legal guardians of the school's participation in Reading and Math Intervention Programs operating within the school and the contact information.

iii. Work with the School Administration and School Board to address problems, if any, in implementing parent and legal guardian involvement activities.

iv. Ensure that a copy of the applicable written complaint procedures for resolving any issue of violation(s) of a Federal statute or regulation of Title I, Part A programs is provided to parents and legal guardians of students.

d. **Parent/Legal Guardian Responsibilities.**

Parents and legal guardians agree to support our children's learning in the following ways:

i. Ensure the student is attending school every day and reporting absences to the respective elementary, middle, or high school Secretary on a timely basis.

ii. Making sure that homework is completed.

iii. Promoting positive use of my child's extracurricular time, including monitoring student use of social media (television, internet, etc.).

iv. Volunteering in my child's classroom whenever possible.

v. Participating, as appropriate, in decisions relating to my children's education.

vi. Staying informed about my child's education and communicating with the school by promptly reading all notices from the school received by my child or by mail and responding, as appropriate.

vii. Serving, to the extent possible, on policy advisory groups.

viii. Informing the School Principal of any health issues a student is experiencing and filing the appropriate medical forms for a student including any allergies, medications, or other health needs of the student immediately.

ix. Finding the student, a ride to school if they miss the school bus.

e. **Student Responsibilities.**

Students agree to share the responsibility to improve their academic achievement and to achieve the School's high standards. Specifically, students agree to:

i. Do my homework every day and ask for help when I do not understand the homework.

ii. Read at least 30 minutes every day outside of school time.

iii. Give to my parent or legal guardians or the adult who is responsible for my welfare all notices and information received by me from my school every day.

iv. Report to a teacher or an adult if I am being bullied or harassed within or outside the school.

This compact does not require a signature but must be in place and a copy of it given to parent/legal guardians/guardians.

4.03 STUDENT RECORDS

1. **Student Records.** A copy of this policy on student records shall be on file in the office of each Principal and of everyone who carries out procedures relative to this policy.

Active Student records shall be kept in the Administrative Office for the respective elementary, middle, or high school. Inactive Student files shall be kept in either the Administrative Office for the respective elementary, middle, or high school Main Office of the School in secured filing cabinets. The parent/legal guardian, or in the case of an adult student, the adult student shall complete an access authorization list enumerating who can have access to the student's file.

Student records may contain, but are not limited to identifying data, academic work completed, attendance data, standardized achievement test scores, health data, level of academic achievement, scores on standardized intelligence aptitude, grades, psychological tests, inventory results, and family background information. Student records will not contain any records of the School that are part of the IEP or 504 Files or plans, or health records filed with the School EMT.

Student records shall be made available to the Superintendent, Principals and Counselors. Teachers may have access to student records only with the permission of the respective Principal. Administrators and staff with access to student records may not extract or change records of their own children, if enrolled in the past or present at CHS, without having a second CHS administrator or employee present at all times as a witness to such access or change of records. Student Records shall be maintained for three years following the date the student is no longer enrolled at the School.

Student records shall be made available to an outside person or agency only under the following conditions:

a. A written request is received by appropriate School secretary duly signed by a parent or legal guardian of the student, or by a student of legal age (18 yrs. or older); or
b. A written request is received in the form of a specific request from the court or a court order of a court with competent jurisdiction. Only information requested shall be disclosed and the parent/legal guardian and/or student of legal age shall be notified of all such orders in advance of compliance.
c. Student information will only be released to the transferring school upon receipt of a release of information form signed by the students' parents/guardians and the transfer request is received through the NASIS system. Only relevant information such as grades, attendance records and group test scores shall be included. Psychological reports and health reports cannot be released without having been specified in the signed written request.
d. Requests for information from an outside agency or person will not be approved unless the parent/legal guardian, or in the case of a student who is 18 years or older, the student signs an authorization to release information form.
e. In instances where requests for information come from the Comptroller General of the United States, and administrative head of an education agency or state educational authorities in connection with the audit and Assessment of federal programs or for the enforcement of federal legal requirements which relate to such programs, only data which does not include information which would permit the

personal identification of such students or their parents/legal guardians may be released.

2. **Health Records and Special Education/ IDEA Section 504 Records.** Information maintained by the School EMT or that is a special education services record or IDEA Section 504 Plan record related to the special education or the physical/mental health of the student, relevant HIPPA or Special Education or Individuals with Disabilities Act Section 504 requirements must also be met before the disclosure of student information. A Confidentiality Statement and Notice to Students of Federal Confidentiality Law must be on file before such records are disclosed, in addition to meeting the requirements of this Section. Please see **Appendix 7**.

3. **Denial of Access to Records.** Access to student records, health records and special education or IDEA Section 504 records will be denied if:
   a. The person requesting records is not on the access authorization list;
   b. The person or entity requesting records is requesting them on behalf of any third party; or
   c. The person or entity is not a court of competent jurisdiction acting by Court Order to subpoena or order production of records for disclosure directly to the Court.

   When disclosing information from a student file to a non-custodial parent, no information shall be given which indicates the child's or other parent's current residence. Information must not be disclosed to a non-custodial parent if their access rights have been limited or terminated.

4. **Records Destruction.** After a period of four (4) years post-graduation or the end of enrollment at the School, the School has the right to dispose of student records without notice to the parent or legal guardian, except that the Student's name, dates of attendance, grades, and enrollment information may be maintained at the discretion of the School. Records maintained under Section 504 of the Rehabilitation Act or the IDEA require notice to the parent or legal guardian of intent to destroy records, and must include the destruction time, parent/adult student's rights regarding the records, and steps to obtain the records if they object to their destruction. Records are then designated for destruction or release with logs maintained on the disposition of the records. Student records will not be destroyed while a request for records is pending.

   Parents or legal guardians of students under 18 years of age, or adult students may request destruction of their student records four (4) years post-graduation or termination of enrollment at the School. The School may maintain records of the student's name, dates of attendance, grades, and enrollment information at the discretion of the Superintendent even over the objections of a parent or legal guardian, or an adult student.

5. **Records Amendment.** Parents/legal guardians or adult students may request an amendment to a student file. The written request (either filled out by the requesting person or a school staff person) will be placed in the student's file and referred to the Superintendent for a decision. If the amendment is made, the amendment request is

destroyed. If the amendment is not made, the parent/legal guardian or adult student is notified of why the amendment will not be made and the amendment request shall remain in the file. The requesting party will also be notified of their right to file a Grievance under Section 4.10(16) of this Policy. If the un-mended record is later disclosed to any authorized entity or person under this Section, the request for amendment must be attached to it.

Parents, legal guardians, or students of legal age shall have an opportunity for a hearing to challenge the content of the student's own school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

Requests for hearings shall be sent to the appropriate Principal of the school who shall set a time and place for the hearing within 5 business days of receipt of the request and notify the requestor in writing of the time and place. The Principal shall have the person(s) present who have entered the information in question at the hearing. The parent, legal guardian, or student who requested the hearing shall have the right to question person(s) and shall be able to show evidence that would correct inaccurate, misleading, or otherwise inappropriate information.
References: Family Education Rights and Privacy Act; HIPPA

6. **Recordation of Access to Records.** Requests for student records will be kept in a log that records all completed requests, permission forms and authorizations to view and receive records which will be filed in the student's file. Written authorization is to be included in each student's records when:
   a. Inspected and reviewed by the parent/legal guardian or adult student; or
   b. Requested by an outside agency or individuals; or
   c. When a record is accessed by School personnel.

7. **Records Requests by the School.** When the student transfers from another school the Principal shall ask the parent to sign a request for release of the student's records. This request will be forwarded to the school of previous attendance by the Principal. The request shall include a description of the records desired, the reason for the request, and assurance of confidentiality of the information to the released.

8. **Right to File a Complaint for violation of the Federal Educational Rights and Privacy Act.** A person may file a complaint regarding an alleged violation under FERPA by writing the Family Policy Compliance Office, U.S. Department of Education, Washington, D.C. 20202-4605. 34 C.F.R. § 99.60 – 99.64.

4.04 MCKINNEY - VENTO ACT PROGRAMMING AND ELIGIBILITY.

The School is committed to ensuring that all children, including homeless children and youth, have the support necessary to receive a free and appropriate public education. The purpose of this Policy is to provide a process and a policy to ensure that the children and youth attending this School have access to a free and appropriate education and that the barriers faced by these students do not

prevent the students from having an equal opportunity to receive a quality education. Eligible students will receive comparable educational services received by all other students.

1. **Definition of Eligible Student.** The term "Eligible student" means:

   a. An individual who lacks a fixed, regular, and adequate nighttime residence; and
   b. Includes:
      i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
      ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
      iii. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
      iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

2. **School Responsibilities**. The School will:
   a. Determine whether any student is an eligible student covered by this Policy by filling out a McKinney-Vento Enrollment/Referral Form. **See Appendix 8.**
   b. Enroll any eligible student in school even if all required enrollment records are not available and to provide the support necessary to ensure immunizations are up to date, and to assist the student in obtaining required documents. Enrollment will not be delayed while assisting a student with obtaining documents for enrollment.
   c. Provide eligible students with transportation to and from their school of origin if it is in the child's or youth's best interest.
   d. Designate a McKinney-Vento (Homeless) Local Education Liaison to ensure that eligible students are identified and served. The liaison must provide public notice to homeless families (in the community and at school) and facilitate access to school services including transportation.
   e. The School McKinney-Vento (Homeless) Local Education Liaison will track enrolled eligible student data and report that data annually to the Bureau of Indian Education in the NASIS System and through any grant required reporting systems.

4.05 ADMISSIONS/ENROLLMENT

1. **Entrance Age.** Children five years of age on or before September 1st of the ensuing school term will be eligible to enroll in kindergarten at the school. Students may enroll in first grade if they have completed Kindergarten or have attained the age of 6 years prior to September 1st of the ensuing school term.

2. **Enrollment Requirements.** Students may enroll at the appropriate educational level

during the school term under the following procedures:

a. Students must present appropriate verification of educational level participated in if previously enrolled in another educational system.

b. Students seeking enrollment more than two calendar weeks after the beginning of each trimester or semester as applicable, shall not be admitted until the following semester or trimester, except under the following circumstances:

   ii. The student is a transfer from outside the Pine Ridge Indian Reservation. Special circumstances which shall be decided on a case-by-case basis by the CHS Board. Note: Middle School/High School: Families and students attempting to enter CHS through "Special Circumstances" clause may appeal the school board using the following procedure:

      a) Meet with MS/HS Principal to discuss student transfer.

      b) Provide documentation listed below to the principal prior to the board meeting.

      c) When all forms are received by the school and the student has met CHS requirements for transferring, the Principal will take a recommendation to the CHS school board at their monthly meeting. The Principal may ask parents/guardians to be present to explain their circumstance to the school board.

      d) In the event any student seeking entrance under this section needs specific counseling services the school shall ensure that counseling services are arranged between appropriate school officials before acceptance.

c. The parent(s) or guardian(s) of students enrolling must be present and complete all required forms prior to finalization of admission of the student.

d. Prior to admittance, students and their parent(s) must furnish the school with:

   i. Health Forms, Consent to Treatment Forms, Annual Physical Form, and Immunization Records;

   ii. Insurance Information/Medicaid Enrollment;

   iii. Birth Certificate; must be provided at the time of enrollment, or within 30 days of time of enrollment.

   iv. McKinney Vento Act Form

   v. Free and Reduced Meals Program application;

   vi. Proof of guardianship or legal custody, if not one of the natural parents;

   vii. English as a Second Language Verification;

   viii. Title VII Eligibility Forms;

   ix. High School transcripts required for transferring students;

   x. Any IEP or 504 in place from any prior educational institution;

   xi. Student Transportation Forms;

   xii. Video/Picture consent form;

   xiii. Network and Internet Use Policy.

e. Student(s) and their parent(s) or guardian(s) must furnish the school with documentation that the student is either an enrolled tribal member of a Tribe or a ¼ blood degree descendant of a member of a federally recognized tribe. The following documentation may be submitted:

   i. Tribal Enrollment CIB;

ii. Birth Certificate;
iii. Tribal Enrollment CIB for a parent or grandparent.

f. In the event student(s) and parent(s) or guardian(s) have difficulty finding tribal enrollment documentation, the following may be done:
   i. If a legal guardian signs a consent to release of information for the student, the school may then seek information from an enrollment office on behalf of the student; or
   ii. If the student cannot contact their parent(s) or grandparent(s) to document CIB, the guardians can seek an order of temporary custody to be able to act on behalf of the student, or the student can seek an order of emancipation. The emancipation would allow a student to sign release of information to the school while temporary custody order would allow the guardian to sign a release of information for the school; or
   iii. If there are no means to obtain any documentation of enrollment status or descendancy, CHS can consider whether a student qualifies for McKinney Vento assistance, which may permit a waiver of documentation, or
   iv. If the case is particularly difficult, CHS may ask the BIE Grants Management Specialist whether any other form of documentation, such as an affidavit from a lineal family member attesting for the student, is acceptable.

g. If a student of compulsory school age has been receiving alternative instruction in a school system located outside the jurisdiction of the Oglala Sioux Tribe enrolls in a school within the jurisdiction of the Oglala Sioux Tribe, she or he shall be placed at her, or his demonstrated level of proficiency as established by one or more standardized tests.

h. Any child entering school or an early childhood program under the jurisdiction of the Oglala Sioux Tribe, shall, prior to admission, be required to present to the appropriate school authorities' certification from a licensed physician that the child has received or is in the process of receiving adequate immunization against poliomyelitis, diphtheria, pertussis, rubella, rubella, mumps, tetanus, and varicella.

i. As an alternative to the requirement for a physician's certification, the child may present:
   i. Certification from a licensed physician stating the child's physical condition would be such that immunization would endanger her or his life or health; or
   ii. A written statement signed by a parent or guardian that the child adheres to a religious doctrine whose teachings are opposed to such immunization; or
   iii. A written statement signed by a parent or guardian requesting that the local health department give the immunization because the parent or guardian lacks the means to pay for such immunization.

3. **Enrollment of Students over 18 Years of Age.** Any student who is eighteen years of age sign a Contract with the School Principal agreeing to abide by all rules and regulations of the School including Attendance Policies set forth in Section 4.06 of this Policy. Failure of a student who is over eighteen (18) years of age to abide by the Contract shall result in a referral to the Principal and School Counselor to develop a Plan under Section 4.06 (8) of this Policy. Any student who has not completed graduation requirements by the student's 19th birthday must petition the Board for re-admittance, unless the student is a special

education enrollee, by the August Regular Board meeting for the Fall Semester and the December Regular Board meeting for the Spring Semester for approval. Students who have reached their 21st birthday will not be admitted to the school unless they are eligible under applicable federal law and their IEP.

4. **Non-Resident Student Enrollment.** To be eligible for enrollment, a student must reside within Crazy Horse School service area (K-12). Parents may file a request for enrollment with the Superintendent's Office for their children who reside outside the service area, with the exception of students who have had prior approval by the board to remain in continuous enrollment status. The Superintendent shall present the request for enrollment and provide a recommendation to the Board on the request. The CHS Board shall approve or deny the enrollment requests for students outside of the school service area by motion or resolution. The CHS Board will take into consideration class sizes, transportation needs, and other factors when making final decisions. Non-resident students enrolling in school shall give proof to school officials of legal custody/guardianship for the student to be enrolled by the guardian(s).

5. **Prior Expulsion.** If a child has been expelled from the Crazy Horse School or from any other school, that student is not eligible to apply for re-admittance, even if court ordered, for one full school year, unless the School Board grants a waiver of this Policy restriction after determining that the student does not pose a risk to the health or safety of students or staff. After one school year a student may apply for re-admission and can only be re-admitted if their request is approved by the Board.

6. **Exchange Students**. The Board will allow for development and implementation of exchange programs for resident students and for students desiring on-site experience at the school. The School Board will approve all applications for an exchange student enrollment. Approved exchange students have all the rights and privileges of a resident student in the school system during their period of enrollment.

7. **Pregnant/Married/Unwed Students.** Marital, maternal, or paternal status shall not affect the rights and privileges of students to receive an education or to take part in any activities offered by the school. Pregnant students shall continue in school in all instances unless the student's physician rules otherwise. If continued attendance is not advised by the physician for the period of pregnancy, the Principal is authorized to make arrangements for the instruction of the student under the Homebound Program.

8. **Transfers**. Students may transfer to another school at the request and authorization of the parent or legal guardian if the student is under 18. The Principal of the respective school has authority to approve transfers. If the Principal does not approve a transfer, the parent or legal guardian or the adult student may file a grievance with the School Board under the School Grievance Policy, Section 4.10(16).

9. **Withdrawals.** The respective School Secretary is responsible for maintaining documentation on students who withdraw. When available, the respective secretary shall document to the Student file:

a. The reason(s) for the withdrawal.
b. The efforts and resources utilized to prevent the withdrawal.
c. The outcome or location of the student.

The respective Principal will review the information prior to filing it for future reference and documentation.

4.06 COMPULSORY SCHOOL ATTENDANCE

A. **Compulsory School Attendance**. Oglala School Compulsory Attendance Laws Regular attendance is vital for a student to gain the maximum benefit from their educational experience here at the Crazy Horse School. Therefore, the School Board requires that all students and their parent/legal guardians or guardians adhere to the Oglala Sioux Tribal Code compulsory school attendance laws which requires that all children not exceeding the age of 18 be enrolled and attend school regularly unless otherwise prescribed by law.

B. **Under OST law,** all school age students and their parents or guardians must follow this tribal law and that the student must be enrolled and attending school somewhere. The Superintendent or her/his designee shall work with the OST Department of Public Safety to ensure that the provisions of this section and the laws of the Oglala Sioux Tribe related to compulsory attendance of persons of school age are enforced. The School is required to report truancy to OST authorities responsible for enforcing compulsory attendance laws. All school employees are required to cooperate in the enforcement of the OST compulsory attendance laws.

C. **CHS Plan to Improve School Attendance** Counselors and Parent/Student Advocates are available to support families served by Crazy Horse School. Specific grants, when funded, such as Project AWARE, are also geared to assist families and encourage student attendance. The local school leadership will provide policy governing the implementation of motivational and acknowledgement activities to promote student attendance at school on a regular basis. Such policy will provide for implementation of supportive program resources designed to increase student daily attendance and provide for the active involvement of staff, students, and parents to prevent student dropping out of school.

D. **Attendance Policies Notice.**

In accordance with the State of South Dakota school accreditation standards and the Oglala Sioux Tribal mandatory school attendance ordinance CHS adopted and adheres to the following policies and procedures.

1. A one day absence is equal to the number of periods that attendance is taken per day.

2. In the event of a nationally declared emergency or pandemic, the School Board reserves the right temporarily suspend or modify School Attendance policies.

3. If any child has been expelled or is no longer enrolled at Crazy Horse school, the Crazy

Horse School has not obligation to readmit that child, even if the child has been ordered back to school pursuant to court.

4. The School will comply with the Individual and Disabilities Education Act in all attendance issues that involve a student with disabilities (IDEA).

5. **Absent Excused**
   Upon receipt of a signed written request or phone, email or text notification from the parent/guardian, the respective Principal or designee may grant the student an excused absence from school or class for:
   a. Illness of the student or member of the immediate family requiring the student's care; if a student will be absent due to illness for three days or more, a healthcare provider's statement will be required
   b. Death of a member of the immediate family
   c. Healthcare provider or dental appointment that cannot be met during non-school time (requires a provider's statement verifying student being seen on the date of absence
   d. Emergency road conditions that would endanger the safety of students transported to school
   e. Other justifiable reasons authorized and approved by the Principal or designee

6. **Absent Exempt**
   An Absent Exempt is an absence from daily attendance due to circumstances that result in the student being absent for a school-related function approved by the School. The absent exempt does not calculate in a student's attendance rate. The principal or designed may grant an absent exempt for:
   a. School activity approved by the Principal or Superintendent
   b. Attendance at a School-sponsored conference or athletic event
   c. A school counselor appointment approved by the teacher or Principal or health reasons
   d. When a school official pulls a student from class, for example, for disciplinary or health reasons
   e. When a student is participating in activities in accordance with an IEP, 504 plan or other approved plan.

7. **Absent Unexcused**
   An Absent Unexcused is an absence from daily attendance that has not been excused and is not exempt.

8. **Consequences for Unexcused Absence**
   A one-day absence is equal to the number of periods that attendance is taken per day. OSTDPS may refer CHS students for counseling through CHS counseling services or programs such as Project AWARE if available.
   a. Ten tardies shall be equal to one day of absence. Calls are made every day to parents/guardians of students not in attendance by 9:00 a.m.
   b. On the 5th day missed (non-consecutive), meeting is set up with parent/guardian

and Principal. Parent will be given a letter documenting the meeting and 5 missed days.

c. On the 7th unexcused absence (non-consecutive), students may be subject to administrative review and withdrawal. Written notice shall be provided to parents or guardians.
d. On the 8th non-consecutive day of absence for students, the parent/guardian will be contacted, notifying them that their child is close to being dropped. A letter saying the same will be sent.
e. On the 10th non-consecutive day of absence for a student, they will be dropped. A letter will be sent informing the parent/guardian of their student being dropped from the attendance rolls for excessive absenteeism.
f. Copies will be sent to the Tribal Prosecutor and any other appropriate agency.
g. If a students' records or transcripts are not requested within seven calendar days of the student being dropped from enrollment, CHS will send a notification to the OST Education Department.
h. To help improve student attendance, after 3 days of non-consecutive absence, CHS staff will attempt to conduct a home visit on the student.
i. After all administrative remedies are exhausted, CHS staff will complete and submit the Student Truancy Referral Form and submit it to the Office of the Attorney General, PO Box 1995, Pine Ridge, SD 57770. With the referral form, CHS staff will document the reason for the referral, attach all supporting documentation and explain the exhaustion of administrative remedies in accordance with OST Education Code Section 600.10.01.
    i. That the school and a child's parent/guardian have held a meeting or the child's parent/guardian has refused to attend a meeting to discuss the child's habitual and unjustified absence from school; and
    ii. That the school has provided an opportunity for counseling to determine whether a curriculum change would resolve the child's problem and if the local school board or governing authority of a private school provides an alternative education program, that the child has been provided with an alternative education program, that the child has been provided with an opportunity to enroll in an alternative education program; and
    iii. That the school has conducted a review of the child's educational status which may include medical, psychological and/or educational testing of the child in accordance with the school regulations to determine whether social problems may be a cause of the child's absence from school, and, if so, that appropriate action has been taken; and
    iv. That the school has sought assistance, from appropriate agencies and resources available, or has referred the matter to a local social services agency for the purpose of utilizing and coordinating such agencies and resources.
j. A parent may reenroll a student within 5 days of being dropped. An attendance contract will be required between the student, parent/guardian and school and must be followed with tutoring, academic and guidance supports to help the student be successful in completing the remainder of the school year.

9. **Maintenance of Records** Maintaining an accurate record of student attendance is vital to the implementation of this policy. Therefore, teachers or staff responsible for entering attendance data, fail to consistently enter the attendance data on a daily basis may be subject to disciplinary action, up to and including termination.

10. **Reinstatement Policy** A student who has been dropped for absenteeism may be reinstated if the following criteria are met:
    - **A.** Parents/guardians request and attend a conference with the principal within three days after receiving the notification of their student being dropped from school
    - **B.** Parents/guardians must show reasonable cause for the student's absenteeism. Student may re-enroll with approval of the principal
    - **C.** A student who is reinstated must sign an attendance contract and it must be clearly understood that missing even one class period could result in the reinstated student being dropped
    - **D.** There are no appeals for dismissal resulting from breaking the terms of the attendance contract. Student will be eligible to re-enroll at the discretion of the superintendent.

    Students must adhere to the Oglala Sioux Tribal Compulsory Attendance Ordinance. Students may not miss more than (3) days without the school system providing follow-up, consultation and counseling services to the student as appropriate.

11. **Student Discipline for Skipping Class.** Any unauthorized absence from class(es) during the school day by a student who was in attendance at school during that day is considered skipping and the student will be in violation of the Student Conduct and Discipline Policies. Consequences will be imposed in accordance with that Policy for a minor rule infraction.

    <u>Note: Middle School/High School:</u> Any students who are absent from class for more than 4 minutes without authorization will be considered "skipping class." Students who are more than 4 minutes late for class without a pass will be considered skipping. Students who are skipping may be assigned Detention from the teacher and/or principal.

12. **Truancy.** A student is truant if they are absent from the school during the school day without the knowledge or permission of the parent(s) or respective Principal. Disciplinary action will follow the procedures as outlined for major offense. Underage students who are truant may be reported to Public Safety, OST Child Protection Services, and juvenile prosecutor and juvenile courts. Employees are responsible for identifying and reporting students who are truant to the respective Principal who shall implement processes or resources to promote student enrollment and attendance.

    <u>Note: Middle School/High School:</u> Any student, including those over 18, that leaves school grounds during the school day without permission from the Principal will be immediately reported to Public Safety officer to ensure the safety of each student.

Checking Out of School: All students under 18 years of age may only be checked out of school by a parent/guardian. The parent/guardian must come to the designated office and sign out with the secretary before permission will be granted. Students over the age of 18 who check themselves out of school shall be subject to the same attendance policy requirements as students under the age of 18. Parents/guardians of students over the age of 18 will be notified when the student is absent from school, and truancy policies will be followed in accordance with this Attendance Policy. A student who leaves campus without following these procedures will be subject to disciplinary action.

Students will either be assigned "excused" or "unexcused" based on the reasons/documentation noted above. Any student found off the Crazy Horse School campus, during school hours, shall be considered truant and subject to disciplinary action.

13. **Tardiness**. Any student who is more than four (4) minutes late to a class with be considered Tardy for the class and will be marked absent for that class period. A student is counted as ½ day absent if he or she arrives after 11:59 a.m. A student shall be counted absent for a whole day if he/she arrives after 1:30 p.m. or will be counted ½ day absent if leaving before 1:30p.m.

14. **Passage**. Passage of students about the school campus while class(es) are in session requires a pass from the teacher. Any student found without a pass while out of the classroom will be subject to Disciplinary action. Respective building administrators shall set guidelines for issuance of passes.

Note: Middle School/High School: The purpose of limiting passage is to ensure a high level of time-on-task for each classroom as to not disrupt the teaching and learning and support every student towards reaching their academic goals. No student may leave the classroom the first or last 10 minutes of class. If students are out of the room for more than 5 minutes, they need to get a tardy pass.

Teachers shall only allow one "emergency" pass per student per week. Teachers will always ensure students have a pass any time they are in the hall during classes. Students will be expected to use the restroom and hydrate before school, during passing periods, at lunch and after school.
"Emergency" passes will be granted for students on Behavior Intervention Plans or on an IEP in accordance with the Behavior Intervention Plan.

All students must receive a class re-entry slip from the respective Principal or her/his designee before being allowed back into the class after each tardy or absence.

Note: Middle School/High School: All tardy students MUST check in at the office with the MS/HS Secretary. They may not be admitted into class without a tardy slip from the office. If a student receives two tardy slips in one day, they will be assigned detention.

Students who are late for school or class must have a justifiable reason for being tardy to be excused by the respective Principal or her/his designee.

15. **Drop-out Prevention.** Teachers shall notify the respective Counselor and Principal of any student(s) showing drop-out tendencies so that resources become immediately available to the student. Every student should be counseled as soon as s/he is detected to be a potential drop-out and every effort made for retention. Every staff member is responsible for assisting students in their problem-solving efforts, should serve as a resource for students and such matters should be approached with equity and consistency. For any student over the age of 18 years who is not on track to graduate, when the student checks themselves out of school without a medical reason, the parent/guardian will be notified of the absence on the day of the absence. Any time a determination is made that a student is not on track to graduate on time, the Counselor and Principal shall send notice to the student, and their parent/guardian and call a meeting to develop a plan to address the reasons the student is not on track to graduate. Any student on an attendance contract, or who is not on track to graduate, or who is failing a required course, shall not be granted permission to check out from school for reasons that are not excused absences.

4.07 ACADEMIC EVALUATION, GRADING ACCOUNTABILITY, AND ASSESSMENT REQUIREMENTS

1. Purpose

To establish consistent grading practices, ensure academic accountability, align instruction with standards, and provide equitable evaluation of student performance throughout the School.

2. Proposed Policy

The School shall implement a standardized grading and assessment system to ensure consistency among classrooms and departments.

3. Grading Scale

A	=	90%	–	100%
B	=	80%	–	89%
C	=	70%	–	79%
D	=	60%	–	69%

F = 50% – 59%

The lowest grade reported in the student information system shall be 50%.

A grade of 50% remains a failing grade but provides students the opportunity to recover academically and earn a passing semester grade through demonstrated improvement and mastery.

4. Academic Evaluation Requirements

Common proficiency criteria and consistent grading practices shall hold teachers accountable by requiring clear evidence of student mastery of identified standards.

Grades shall reflect academic performance and mastery of standards rather than behavior, compliance, attendance, or non-academic factors.

Teachers shall utilize student performance data to monitor progress, adjust instruction, provide interventions, and improve student achievement.

5. **Minimum Assessment Requirements**

   Mid-Term or Final Assessment
   • Minimum of one (1) per quarter
   • Examples: Mid-Term Examination, Final Examination

6. **Formative Assessments**
   • Minimum of one (1) to three (3) per week
   • Examples: Quizzes, Mastery Checks, Reflections, Exit Tickets, Small Projects, Classroom Presentations

7. **Summative Assessments**
   • Minimum of two (2) to three (3) per quarter
   • Examples: Unit Tests, Research Papers, Projects, Portfolios, Formal Presentations, Written Compositions

8. **Classwork, Participation, and Homework**
   • Minimum of two (2) to four (4) graded assignments per week
   • Examples: Classroom Assignments, Practice Activities, Participation Activities, Homework, Learning Tasks

9. **Gradebook Accountability**

   Teachers shall maintain current and accurate gradebooks.

   Grades shall be updated regularly and entered into the School's student information system according to administrative timelines.

   Administrators shall conduct periodic gradebook reviews to ensure compliance with grading requirements.

   Failure to maintain required assessments, gradebook records, or grading practices may result in corrective action, professional improvement plans, or other administrative action.

10. **Administrative Oversight**

    Principals shall monitor grading practices, gradebook maintenance, assessment frequency, and instructional accountability.

    The Superintendent shall have final administrative authority regarding grading procedures, instructional accountability, and implementation of School-wide grading expectations.

11. **Annual Review**

    The grading system shall be reviewed annually by administration to ensure alignment with School goals, accreditation expectations, student achievement outcomes, and best instructional practices.

4.07.01

1. **Assignment to Class/Grade Level.** To assure student assignment to the class level best suited to her/his needs, placement shall be at the discretion of the respective Principal

working in cooperation with school counselors and the student's parent(s) or guardian(s). Placement shall be based on records in writing from previous school(s) attended, the age and maturity level of the student and assessment of standardized test results. Transfers from other schools shall be honored as to student grade placement until such time as there may be evidence the student would perform better if placed in another grade.

2. **High School Class Level System.** To be classified as a sophomore, a student must have earned six (6) credits. To be classified as a junior, a student must have earned twelve (12) credits. To be classified as a senior, must have earned eighteen (18) credits. To graduate, a student must have earned twenty-two (22) credits. For further information, reference the student handbook for High School.

3. **Grading System.** Students will be evaluated in terms of what they have accomplished in each subject, course or content area based upon their demonstrated proficiency, capabilities displayed, and attendance in class. Ratings for student academic proficiency will be recorded and reported to parents and students on a quarterly basis during each school term for middle school and high school, and twice a trimester for elementary school. Records of assigned student proficiency ratings will be maintained on an official record in the student's cumulative folder. Grade report maintenance will be conducted in accordance with the Privacy Act, Confidentiality Act, Freedom of Information Act, and other applicable regulations.

   The assignment of academic proficiency ratings will be based upon demonstrated student proficiency on assigned tasks in each content area or course, i.e., performance on tests, essays, individual and class projects, written assignments, performance on individual and group assignments, and other forms of student application of knowledge and skills (i.e., oral presentations, other):

The Grading System (based on a 4 pt. scale):

Grade	A	B	C	D	F	I
Number Rating	4	3	2	1	0	
High school and Middle School Rating *	Excellent	Above Average	Average	Below Average	No performance	
Elementary school Rating **	Exceeds standard	Meets standard	Inconsistent in meeting standard	Begins to meet standard	Does not meet standard	
Percentage	90-100%	80-89%	70-79%	60-69%	50-59%	
GPA	4.0	3.0	2.0	1.0	0.00	
Proficiency	Advanced	Proficient	Basic	Below Basic	Does not meet standard	Incomplete

*** Students may be assigned Pass/Fail rating for elective courses instead of grades.**
**** Students may be assigned Consistent Effort (C)/Inconsistent Effort (I) rating for specialist courses instead of number ratings.**

I =Incomplete: Students will be given two (2) weeks after the end of the semester or trimester to complete work and or tests for a ½ credit course, or the year end for full credit courses in middle and high school. For the elementary school, completion of all work within two (2) weeks of the year end to receive a grade in the course, or their work will be graded based upon what has been completed. Failure to comply with the timeline will become an F.

The assignment of proficiency ratings and/or performance ratings shall be at grade level, and in accordance with the content standards approved by the school (state standards) for the content area in which the student is being assessed. Portfolio and/or other areas of assessment methods are deemed supportive information (writing samples, etc.) to verify academic performance ratings of students. The assignment of academic proficiency ratings will be based upon demonstrated student proficiency on assigned tasks in each content area. Grade report maintenance will be conducted in accordance with the Privacy Act, Confidentiality Act, Freedom of Information Act, and other regulatory provisions.

4. **Report Cards.** Students will be evaluated in terms of what they have accomplished in each subject based upon demonstrated proficiency (in accordance with state standards). The Principal is responsible for protecting students from prejudice, unjust, and inconsistent academic or personal assessment. At a minimum student progress shall be reported to parents on a quarterly basis. A written report card of student progress shall be provided to the parent(s) by the teacher(s). Each teacher shall prepare a mid-semester report of a student academic/disciplinary progress to notify parents of potential problems or positive student

achievement.

5. **Conferences**. At least three (3) conferences shall be scheduled each school year with the parent(s) of students enrolled in the school to report on the overall progress of the student. Pertinent information concerning the student will be mailed or electronically available (NASIS Parent Portal) to parent(s) who are unable to attend scheduled Parent/Teacher Conferences.

6. **Make-Up Work.** Excused students who are absent from school shall have the number of days missed to complete any missed assignments. Teachers will have work available for make-up by the student. Students are expected to complete their missed assignments for school related activities they are required to attend or for other authorized absence(s). Students are required to obtain advanced make up slips prior to traveling. Students and or parents/legal guardians are responsible for picking up and returning make-up work.

7. **Promotion and Retention of Students.** Students shall be promoted based upon successful achievement in basic subject areas and the professional judgment of the class(room) teacher. Students will be recommended for retention if they fail to meet established academic requirements or have twenty (20) days of unexcused absences from school during the school year.

   Teachers and participants will confer with the student and her/his parent(s) by mid-term of the second semester or by midterm of the second trimester in elementary school when retention of a student is being considered. Retention shall be used only when advantageous to the student. The retention of students in elementary and middle schools is recommended by the teacher(s) with the final assignment made by the Principal following a notification of each case with the parent(s).

8. **Graduation Requirements.** Crazy Horse School graduation requirements will meet or exceed Oglala Sioux Tribal Education Code requirements and the accrediting agency requirements. Crazy Horse High School operates on a semester system. Credits and grades will be determined at the end of each semester. One half (1/2) credit per semester will be earned for successful completion of a subject for that semester. All high school students must have a full schedule.

   Any student who has completed all required courses may graduate at the end of the semester with the approval of the Principal. Any student who has met the requirements for graduation at the end of the semester may be excused by the principal from the daily school schedule and participate in the graduation ceremony. Specific class completion requirements for graduation shall be listed in the Student Handbook.

   For selection of valedictorian and salutatorian and other internal school awards, advanced college placement grades will be consistent with CHS grading system. A qualified candidate shall have been enrolled at CHS for three (3) years before they can be chosen as valedictorian or salutatorian. All students enrolled for three (3) years are eligible for selection as valedictorian and salutatorian. The final determination and announcement of the valedictorian and salutatorian based on the GPA; shall be made after submission of all

students final grades and final GPA calculations; shall be made only by the High School Principal; and shall be announced by the Principal first to the student, and then to the public.

9. **High School Credit for College Courses/Advanced College Placement.**

The Board believes any student who is capable of and wishes to do college level work while in high school should be permitted to do so. The school will only pay for the book(s) required for the course(s) taken.

Any student recommended by a Counselor for admission to a college-level course may enroll in such course. The student may request permission from the Principal to apply the course toward high school graduation requirements.

Students taking advanced college placement courses will receive a higher weight in the GPA scale for college bound purposes only. This weighting system will not be used in calculation of valedictorian/salutatorian GPA calculations. The scale for advanced college placement grading shall be as follows:

A = 5.0 B = 4.0 C = 3.0 D = 2.0

Dual credit can be granted when appropriate college courses are completed as determined by the high school principal. (One 3 hr. college class/credit = 1 high school credit.)

10. **Work Study**. Crazy Horse School may administer a program for the benefit of those students who are in high school at the discretion of the Superintendent, as funds are available and the needs of the School are met.

Students are paid at a rate set by the Board. Work-study can also be utilized for credit without payment if it meets state accreditation standards. Preference in selection of students for participation in work study shall be given in the following order: 1) Students whose IEP or 504 Plan includes a transition plan, 2) Seniors; 3) Juniors; 4) Sophomores, then 5) Freshman. To be eligible for the program, the student must obtain a fingerprint and background check. The purposes of this program are to provide students the opportunity:

a. To gain experience and a better understanding of employment.
b. To develop a positive attitude towards work.
c. To become a positive role model for other students to emulate through display of a positive work ethic.
d. To obtain the monetary resource(s) which may be needed for their graduation day requirements.
e. Must obtain the written approval of the supervisor in the department or area they wish to work.
f. If paid, will be paid minimum wage for up to twenty (20) hours of work per week.
g. Will be paid bi-weekly for their services.
h. Must attend all regular class(es) and obtain passing grades.
i. Shall not engage in any dangerous or unsafe work on the CHS campus.

11. **After School Programming.** The School Board may authorize after school programming including but not limited to tutoring programs. The School Board will approve such programming based upon availability of funds and student needs. The School Board may approve regular or extra duty contracts with employees to provide such services. The School Board may also authorize other organizations to provide such programming, provided that an outside organization must pass a criminal background check and enter into a Memorandum of Understanding or Agreement with the School.

12. **Eligibility for Extra-Curricular Activities.**

b. **GENERALLY, Students** are encouraged to be involved in school related activities. Athletics/activities are a privilege and not a right. Therefore, it is the student's responsibility to maintain his/her eligibility. Students must meet the eligibility criteria as set forth by the School Board and the South Dakota High School Activities Association or will not be able to participate in their chosen activity.

In all situations the Principal will determine if school work can be made up anytime for the purpose of meeting graduation requirements and graduating "on time", but not for the purpose of gaining eligibility for sports and/or activities. To be eligible for participation in extra-curricular athletics/activities, students must meet the following criteria:

i. **Age.** The student must not have attained the age of 20 years at the time of participation.

ii. **Enrollment.** Must have enrolled not later than the sixteenth school day of the current semester.

iii. **Eight Semester.** A student shall be eligible for four first semesters and four second semesters of interscholastic competition which shall run consecutively commencing with the student's enrollment as a freshman.

iv. **Scholastic/Academic Eligibility Rule.** Please see Policy for each School.

v. **Preceding Semester.** To remain eligible in high school, students must successfully pass sixteen (16) hours of high school work and be in compliance with SDHSAA eligibility requirements. Sixteen (16) hours of high school work constitutes four (4) classes per semester.

For purposes of Scholastic/Academic eligibility, all the work for an incomplete grade must be made up by the student, presented to the teacher and accepted by the teacher, graded and the grade change submitted to the counseling office and entered on the official transcript within two weeks of the end of a semester. Immediate notice of compliance will be provided to the Athletic Director.

vi. **Current Semester.** Students shall be enrolled and attend a minimum of sixteen (16) hours of high school or college work per week.

vii. Students who have been declared ineligible because of academic deficiencies from the previous semester may earn scholastic/academic eligibility by taking academic coursework during summer vacation period.

viii. All students who will represent Crazy Horse School in any extra-curricular

activity must have their name appear on the School's Master Eligibility List prior to their participation.

ix. **Attendance.** Students who are absent from school for more than (10) school days per semester shall lose their eligibility. Illness of the student or death in the immediate family shall be an exception.

x. Any student who is suspended for disciplinary reasons shall be ineligible to participate in extra-curricular activities throughout the duration of their suspension period.

xi. Students may be in more than one activity if permission is first obtained from coach, advisor (sponsor), Athletic Director, Principal, and teacher.

xii. Students are responsible for any equipment or uniforms provided to her/him. Any lost, stolen, or broken equipment not returned at the completion of the activity will forfeit the student's right to awards, letters, and further participation in future activities until uniforms and/or equipment is returned or is paid for in full.

xiii. Being ineligible to participate in an activity does not constitute ineligibility to practice.

xiv. All students shall sign interscholastic rules and comply with the rules.

xv. Each School shall refer to the respective student handbook.

c. **Eligibility for High School and Middle School Related Activities.** Students are encouraged to be involved in school-related activities. In order for students to participate in any activity at the school, they must meet the eligibility criteria as set forth by the School Board, the South Dakota High School Activities Association, and other approved South Dakota Activities Associations. To be eligible for participation in extra-curricular activities, students must meet the General Requirements and the following criteria:

i. **Scholastic/Academic Eligibility Rules.** Student eligibility will be based on academics; students must maintain a minimum of a 1.0 G.P.A. (SDHSAA) and be in school attendance 90% of the time. All eligibility forms must be completed one week in advance.

ii. All School sponsored activities shall abide by eligibility policy.

d. **Eligibility for Elementary School Related Activities.** To be eligible for participation in extra-curricular activities, students must meet the General Requirements and the following criteria:

i. Student eligibility will be based on academics; students must maintain a minimum of a 2.0 G.P.A.; must be in school attendance 90% of the time; and have no major infractions. All eligibility forms must be completed on a weekly basis. (Refer to respective student handbook for specific requirements).

13. **Advanced Work.** Advanced work will be granted only upon the approval of the respective Principal and then upon the approval of the student's parent(s)/legal guardian(s). Parent(s) of any student(s) who will be absent more than three (3) consecutive school days should request advanced work from the respective Principal. In case of out-of-state travel, the parent(s) should make such request in writing to the respective Principal two (2) weeks in

advance, or at the discretion of the Principal. Failure to complete schoolwork may result in failing grade(s) and retention.

Homebound Study and Out of School Instruction.

1. **Homebound Study.** The Board shall provide appropriate instruction for students confined to home or hospitalized for a period exceeding ten (10) consecutive school days upon the written request of the parent(s)/guardian(s) with the approval of the respective Principal.
   a. A physician must certify that the student will be unable to attend school, estimate the probable length of the student convalescence, and state that s/he is capable of receiving home instruction.
   b. Should parent/guardian know the student illness will exceed the ten (10) period, the parent(s) should request homebound instruction prior to the end of the ten (10) days so that instruction may begin as soon as the student is able to receive instruction.
   c. Homebound instruction shall be geared to the student's needs and capabilities during convalescence. Textbooks and supporting materials shall be provided by the school in a timely manner, along with a highly qualified staff.
   d. If the illness/medical condition warrants a 504 plan, the respective principal or counselor will notify (in writing) the 504 coordinator or designee so an appropriate plan can be made.

2. **IEP Interim Placement Instruction.** A student who is on an IEP may be placed on homebound placement as an interim setting if it is determined that the least restrictive alternative is interim Homebound placement.

3. **Incarcerated Students**. An enrolled student who has been incarcerated for any period of time more than five (5) consecutive days may be eligible for instruction or coordination of assignments with a certified teacher provided by the incarcerating agency. The parent/legal guardian must notify the respective Principal of the need for such services.

4.08 EDUCATION OF STUDENTS WITH DISABILITIES

1. **Child Find.** All children with disabilities residing in the School service area, and children enrolled at CHS, including children with disabilities who are homeless children or are wards of the Tribe or the State and children with disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services, will be identified, located, and evaluated, the CHS Special Education Department will determine which children with disabilities are currently receiving needed special education and related services. The Special Education Director shall develop and implement a method for CHS to identify children with disabilities eligible for services under Section 504 or the IDEA. This method shall be documented with all documentation kept confidential.

   Activities to further public awareness which may be provided include: 1) sending

pamphlets to the parents regarding the special education services available during school registration; 2) placing notices in the tribal agenda/newsletter periodically; 3) announcing the special education programs on the tribal radio station periodically; 4) advising local physicians and health providers of the special education program and its services; and 5) providing training and in-service to CHS staff regarding the special education program To identify children eligible for CHS Special Education Program services, the Director shall give all staff training and in-service to screen for children with disabilities and discuss the process the staff member should follow once a child with disabilities is identified. The Director shall also ensure that all students testing, grades and assessments are reviewed on an annual basis to also identify potential children with disabilities.

2. **Child with a Disability.** The term "child with a disability" means a child:
   a. With cognitive impairment, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this title as `emotional disturbance'), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and
   b. Who, by reason thereof, needs special education and/or related services.

3. **Procedural Safeguards Notice.** A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents only one time a school year, except that a copy also must be given to the parents:
   a. Upon initial referral or parent request for evaluation;
   b. Upon receipt of the first State complaint under and upon receipt of the first due process complaint in a school year;
   c. In accordance with the discipline procedures (on the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the LEA must provide the parents the procedural safeguards notice; and
   d. Upon request by a parent.

4. **Initial Evaluation.** Either a parent/guardian of a child or a public agency including the School may initiate a request for an initial evaluation to determine if the child is a child with a disability.
   a. The initial evaluation must be conducted within 60 days of receiving parental/guardian consent for the evaluation; and
   b. Must consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child.

5. **Reevaluation.** The School will re-evaluate a child with a disability:
   a. If the School determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
   b. If the child's parent or teacher requests a reevaluation.

A reevaluation:

a. May occur not more than once a year, unless the parent and the School agree otherwise; and
b. Must occur at least once every 3 years, unless the parent and the School agree that a reevaluation is unnecessary.

The School will ensure that assessments and other evaluation materials used to assess a child are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer.

A parent/legal guardian is permitted to request a reevaluation of their student child at any time. If the parent insists upon additional testing, the Case Manager shall work with the parent through the established resolution process to seek resolution of the disagreement between school and parent.

A parent/legal guardian is also permitted to request an independent evaluation. All requests made for an independent evaluation are forwarded to the Superintendent. The Case Manager sends a packet of information to the parent requesting such independent evaluation which includes, but is not limited to, where an independent evaluation may be obtained, the required qualifications of an independent examiner, the eligibility for specific disability categories, and the maximum allowable charges for specified assessments to eliminate unreasonably excessive fees, including travel costs. The superintendent can make any one of the following decisions once an independent evaluation is requested: wait for the parent to act on the request or request the parent/legal guardian to enter into the conflict resolution process. If an independent evaluation is completed by the parent/legal guardian, the Multidisciplinary (MDT) Team shall include that information in with all other information in developing or amending the student's IEP.

6. **Section 504 Plan.**

a. Section 504 is the part of the Rehabilitative Act of 1973 that applies to individuals with disabilities. This act protects the civil rights of persons with disabilities.

   A free appropriate public education is one provided by the elementary or secondary school that includes general or special education and related aides and services that:

   i. Are designed to meet the individual educational needs of an eligible student with a disability as adequately as the needs of an eligible student who is non-disabled are met; and
   ii. Are based on adherence to evaluation, placement, and procedural safeguard requirements.

b. Section 504 of the Rehabilitation Act of 1973 protects students from discrimination based on their disability status. A student is eligible for accommodations under Section 504 if the student has a mental or physical impairment that substantially limits one or more of a student's major life activities that impacts education. "Major Life Activities" include functions such as caring for oneself, performing manual

tasks, walking, seeing, hearing, speaking, breathing, learning, and working. When a condition does not substantially limit a major life activity that impacts education, the student does not qualify for protection under Section 504. Principals are responsible for initiating and monitoring of any 504 plans for students in their learning circle/building.

7. Students Served under the Individuals with Disabilities Education Act. (IDEA) Identification and Evaluation.

a. To be eligible for services under the CHS Special Education Program, a child must have a disability that adversely affects educational performance and requires specially designed instruction as defined in Section 4.08 (2) of this Policy.

b. When any parent, child, family member, public or private agency, school personnel or screening refers a child for the CHS Special Education Program, the Teacher Assistance Team (TAT) shall conduct a meeting in order to complete any additional required fact-finding, to brainstorm, and to establish a plan and timeline with specific direction to appropriate staff to address whether further evaluation is needed. The TAT shall be comprised of the following: Principal, Counselor, at least one General Educator, and the parent/legal guardian and any person the parent/legal guardian wishes to bring to the meeting. The parent must be notified by the Special Education Coordinator/Director of the referral if the parent did not make the referral. If further evaluation is needed, the parent's consent must also be obtained to complete further evaluation. Note, if the child is emancipated due to age or otherwise, the child must also be notified and included in the process and all rights possessed by the parent in this process now become the rights of the adult student. The parent must remain involved after the student obtains age eighteen (18) if the parent has obtained guardianship over the student.

c. If further evaluation is not warranted, the TAT will work together to provide other services for the child. The parent/legal guardian and/or child must be notified of the reasons the child will not be considered for the CHS Special Education Program. If further evaluation is warranted, the information shall be turned over to the Multidisciplinary (MDT) Team. The Multidisciplinary (MDT) Team. shall consist of a Special Educator, the Special Education Coordinator/Director, the Principal, at least one General Educator and the parent/legal guardian of the referred child and any person the parent/legal guardian wants to be present. The Case Manager shall complete an Evaluation Plan for the child. The Evaluation Plan may include but is not limited to medical history; health status; motor skills, speech/language, or hearing evaluations; classroom observations; family history; psychological information; all academic achievement information including assessment results; and educational history.

d. The MDT Team shall determine whether a child is eligible for services under the IDEA under an Individualized Education Plan (IEP) based upon the results of the Evaluation Plan. The MDT Team is required to make the following determinations, all of which are required to determine a child is eligible for IDEA services and an IEP:

   i. Whether the child has a disability;

   ii. Whether that disability adversely affects the child's educational

performance;

iii. What specific special education and/or other related services are required based upon the findings in 1 & 2; and

iv. If the child is eligible under 1 & 2, and based upon the determination in 3, what placement is the least restrictive environment for the child.

v. The parent shall receive prior written notice five (5) days in advance of any Multidisciplinary Team (MDT Team) meeting and prior to any evaluation. The notice shall be conveyed to the parent in a language they can understand (orally or in writing, but when orally notations must be made regarding the oral notification), shall include a description of the proposed evaluation, and an explanation of why the evaluation is taking place. All the documentation generated throughout the entire process shall be held in the child's student file confidentially. All communication with the parents (whether oral or written) shall be documented in the student's file especially regarding attempts to notify of meetings, consents, and additional information regarding the student's needs.

vi. If the parent refuses to consent to evaluation, CHS may still be required to provide special education services. The Special Education Coordinator/Director shall develop a process by which to resolve issues between the school and a non-consenting parent. The parents may also refuse the special education services proposed by the MDT Team. When this occurs, the Special Education Coordinator/Director shall develop a process by which to resolve the issues between the school and the non-consenting parent.

8. Individualized Education Plan (IEP). The term Individualized Education Plan or IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting. For every child eligible under the IDEA, the CHS Special Education Department shall ensure an IEP is in place and is reviewed not less than annually. An IEP must include:

i. A statement of the child's present levels of academic achievement and functional performance;

ii. A statement of measurable annual goals, including academic and functional goals designed to:

a) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and

b) Meet each of the child's other educational needs that result from the child's disability;

iii. For children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;

iv. A description of:

a) How the child's progress toward meeting the annual goals will be measured; and

b) When periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;

v. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child;

vi. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on School assessments; and if the MDT Team determines that the child must take an alternate assessment instead of a particular regular School assessment of student achievement, a statement of why the child cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the child.

9. Educational Placement. Once it is determined that a child is eligible for the CHS Special Education Program, CHS shall provide an education through the least restrictive environment. The cost of the CHS Special Education Program shall be borne by CHS unless the child is placed there by another school, agency, or court order. If the child is placed in the Program by another school, agency or court order, the other school, agency, or court shall be responsible for the costs of the Program. The responsibility of CHS to pay for such an education begins when an eligible child is five (5) years of age and enrolled in CHS. The responsibility ends when the child receives a regular high school diploma as discussed below, no longer qualifies for special education, OR the child turns age twenty-two (22), whichever occurs first.

10. Services. CHS shall make available the following services through its Special Education Program:

a. Educational programs and services available to other children serviced by the school;
b. Non-academic and extracurricular activities available to other children serviced by the school;
c. Physical education available to other children serviced by the school unless the child is enrolled full time in a separate facility OR the child needs a specially designed physical education program due to the child's IEP or disability(ies).

11. Notices. The Case Manager shall do their best to communicate all notices in a language and manner (if parent is blind or deaf, Brail or sign) which the parent understands. A minimum of five (5) days' notice is required when any of the following are going to occur with the student child:

a. Initial evaluation;
b. Initial eligibility determination;
c. IEP review and amendment;
d. Reevaluation;
e. Reevaluation of the eligibility determination;
f. Significant discipline incidents.

Written notice shall include:

a. A description of the action proposed or refused by the School;

b. An explanation of why the School proposes or refuses to take the action and a description of each evaluation procedure, assessment, record, or report the School used as a basis for the proposed or refused action;

c. A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;

d. Sources for parents to contact to obtain assistance in understanding the provisions of this part;

e. A description of other options considered by the MDT Team and the reason why those options were rejected; and

f. A description of the factors that are relevant to the School's proposal or refusal.

The parent shall receive prior written notice five (5) days in advance of any Multidisciplinary Team (MDT Team) meeting and prior to any action taken regarding a child on an IEP. The notice shall be conveyed to the parent in a language they can understand (orally or in writing, but when orally notations must be made regarding the oral notification), shall include a description of the proposed action to be taken, and an explanation of why the action is taking place. All of the documentation generated throughout the entire process shall be held in the child's student file confidentially. All communication with the parents (whether oral or written) shall be documented in the student's file especially regarding attempts to notify of meetings, consents, and additional information regarding the student's needs.

12. Re-Evaluation and Case Management. The Case Manager shall keep a list of all special education students and the dates of when their next reevaluation is due. This information will be provided to the child's special educator(s). The Case Manager shall notify the parent at least thirty (30) days prior to any reevaluation so the parent may be included in that process as well. The Case Manager will establish the Multidisciplinary (MDT) Team and the decision-making process for the reevaluation.

13. Transition Services. Every child on an IEP the term "transition services" means a coordinated set of activities for a child with a disability that:

a. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment); continuing and adult education, adult services, independent living, or community participation;

b. Is based on the individual child's needs, considering the child's strengths, preferences, and interests; and

c. Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation.

14. **Transfer of Rights.** Beginning not later than one year before the child reaches the age of eighteen (18), the IEP must include a statement that the child has been informed of the child's right, if any, that will transfer to the child on reaching the age of eighteen (18).

15. **Manifestation Determination.** Within ten school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the School, the parent, and relevant members of the child's MDT Team (as determined by the parent and the School) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
b. If the conduct in question was the direct result of the School's failure to implement the IEP.

A child with a disability who is removed from the child's current placement (a disciplinary change in placement for more than ten (10) consecutive school days where the **behavior is determined not to be a manifestation of the disability**) or (a removal for special circumstances related to drugs, weapons or serious bodily injury) must:

a. Continue to receive education services, as provided in 34 CFR 300.101(a) (free appropriate public education (FAPE) requirements), to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
b. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address behavior violation so that it does not recur.

If the School, the parent, and relevant members of the MDT Team make the determination that the **conduct was a manifestation of the child's disability**, the MDT Team must either conduct a functional behavioral assessment, unless the School had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child or, if a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior; return the child to the placement from which the child was removed, unless the parent and the School agree to a change of placement as part of the modification of the behavioral intervention plan.

16. **Discontinuation of Services, Graduation and Grading.** If it is suspected that a student no longer meets the eligibility criteria for the CHS Special Education Program, the reevaluation team, including the parent, must meet to review existing data and arrange to

have additional assessments if necessary.

If the student is not eligible, the Director must provide the parent with written notice of the decision to discontinue special education services. Services will not be discontinued if the parent files a grievance pursuant to the appropriate provisions of the CHS Policies and Procedures.

CHS's obligation to provide special education services ends when the student meets the school's requirements for the receipt of a high school diploma. The coordinator must provide the parent with a written notice prior to graduation of the discontinuation of special education services. For children who have not yet graduated from high school by meeting the requirements for receipt of a high school diploma, CHS is obligated to provide special education services until the student reaches age twenty-two (22). If a child is turning twenty-one (21), the Director will provide the parent/legal guardian with prior written notice regarding discontinuing special education services and develop a transition plan.

CHS's obligation to provide special education services also ends when: 1) the student transfers to another school; 2) the parent/legal guardian withdraws the student from school and the parent has made other provision for the student's educational needs, or the student is eighteen (18) years of age, is deemed legally competent, and withdraws from school; and 3) the student drops out of school.

If a parent requests that a student be withdrawn from special education services, the MDT Team must determine whether the student is still eligible for special education services. Written notice must be sent to the parent following the determination. If the MDT Team, including the parent, determines that services need to continue, CHS will provide services unless the parent has invoked the grievance procedure appropriately under the CHS Policies and Procedures.

4.09 EXCEPTIONAL, GIFTED AND TALENTED EDUCATION PROGRAM

The School Board may approve an exceptional education program for students who meet the qualifications of a gifted and talented student. It shall be the responsibility of the Superintendent to notify the BIE on the required forms of all students participating in a gifted and talented program for purposes of ISEP funding on a timely basis.

1. **Definition of Gifted and Talented Student.** A gifted and talented student is a student who:
   a. Has evidenced high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic fields; and
   b. The school has determined needs services or activities not ordinarily provided by the school in order to fully develop those capabilities.

2. **Identifying Gifted and Talented Students.** Not less than annually, each teacher shall review each student's file to determine if the student is potentially a gifted and talented student whose needs may not be met by the current school services and activities. In

addition, any member of the community, school personnel, a parent or legal guardian, or the student themselves may send a written nomination to the Gifted and Talented Director of any student in the School. Any student identified shall be referred to the Superintendent or their designee for an evaluation and determination of whether the student meets the criterion set forth in subsection 1 above. No testing of a student, or assessment of gifted and talented status shall be performed without proper parental consent in writing. Any student so identified by the Superintendent or their designee shall be evaluated for eligibility as gifted and talented in one or more of the following areas:

a. **Intellectual Ability.** A student who scores in the top five (5) percent on a statistically valid and reliable measurement tool of intellectual ability.

b. **Creative/Divergent Thinking.** A student who scores in the top five (5) percent on a statistically valid and reliable measurement tool of creative/divergent thinking.

c. **Academic/Aptitude Achievement.** A student who scores in the top fifteen (15) percent in a total subject area score on a statistically valid and reliable measurement tool of achievement/aptitude, or a standardized assessment, such as an NRT or CRT.

d. **Leadership.** A student who is recognized as possessing the ability to lead, guide or influence the actions of others as measured by objective standards that a reasonable person of the community would believe demonstrates that the student possesses leadership skills. These standards include evidence from surveys, supportive documentation portfolios, elected or appointed positions in school, community, clubs and organizations, awards documenting leadership capabilities. The School is prohibited under federal regulations on funding from identifying more than 15 percent of its student population as gifted and talented in the leadership category.

e. **Visual and Performing Arts.** A student with an outstanding ability to excel in any imaginative art form including but not limited to drawing, printing, sculpture, jewelry making, music, dance, speech, debate, or drama as documented from surveys, supportive documentation portfolios, awards from judged or juried competitions. The School is prohibited under federal regulations on funding from identifying more than 15 percent of its student population as gifted and talented in the leadership category.

The Superintendent or their designee shall appoint a Multi-Disciplinary Team of not less than three persons, which shall include: 1) The Superintendent; 2) A School Administrator; and 3) the Individual nominating the student or the classroom teacher, and any other persons the Superintendent believes will be helpful in assessing eligibility for services including professionals in the field. The Multi-Disciplinary Team determination of eligibility for services shall be based upon the required criterion set forth above, and the following: a collection of work, audio or visual tapes, reference to school grades, letters of support from professionals

knowledgeable about the student's work, interviews or observations by School personnel or persons knowledgeable about the student, and information from other sources.

3. **Services or Program Provided.** If the Multi-Disciplinary Team determines that a student is gifted and talented, the Team shall recommend to the Superintendent a program of education to meet the student's needs in a Specific Individualized Education Plan (SIEP). The Superintendent will bring forth the recommendation and SIEP and any required additional funding to the Board for approval of any funding necessary to implement a recommended plan. Once approved, the Multi-Disciplinary Team shall sign a Statement of Agreement for placement of services and obtain the parent or legal guardian's signature and informed consent. The SIEP must include:
   a. The date of placement;
   b. The date services will begin;
   c. The criterion under subsection 1 of this policy for which the student is receiving services and the student's performance level
   d. Measurable goals and objectives; and
   e. A list of the staff responsible for each service the school is providing.

4. **Termination of Participation in Gifted and Talented Program.** The Superintendent or designee is responsible for ensuring that the Multi-Disciplinary Team evaluates annually the student's progress under the SIEP and updates the SIEP annually. For students identified as gifted and talented under subsection 2(a) through (c) of this Policy, a re-evaluation is required every three (3) years to determine continued eligibility through the tenth (10^{th}) grade. For students identified as gifted and talented under subsection 2(d) or (e) of this Policy, a re-evaluation is required annually to determine continued eligibility through the tenth (10^{th}) grade.

   A student's SIEP shall be terminated when:
   a. A parent or legal guardian files a written notice of termination of consent to participate in the program with the Superintendent; or
   b. The student has received all the services available from the school to meet the student's needs as determined by the Multi-Disciplinary Team; or
   c. The Multi-Disciplinary Team determines the student no longer meets the criterion that qualified the student for the program.

   Notice of termination of service shall be sent to the parent or legal guardian in writing specifying the basis for termination of services by the Superintendent. The Grievance process set forth in this Chapter 4 shall apply to any parent or legal guardian's objection to termination of services.

4.10 STUDENT CONDUCT AND DISCIPLINE

1. BULLYING

Bullying is conduct, verbal or otherwise, that is unwanted, involves a real or perceived

power imbalance, with the intent to cause emotional, physical, or psychological harm to others, through verbal harassment, physical assault or other means which creates a hostile environment at school for the target of bullying, infringes on their rights at school or materially and substantially disrupts school discipline and/or the education process and orderly operation of a school. Students will not, either on-campus or off-campus, including through electronic means, communicate threatening, abusive, or obscene language or gestures, nor shall students be allowed to possess obscene material while at school or while attending school related activities. Such conduct is detrimental to school discipline and is unacceptable. Disciplinary actions will follow the procedures as outlined for a major offense. All students must sign the Anti-Bullying Contract. **Appendix 10.**

a. **Purpose.** The Crazy Horse School is committed to providing a safe learning environment for all students, employees, volunteers, and community that is free from harassment, intimidation or bullying. Bullying is not acceptable within our Lakota culture or values.

   Everyone at Crazy Horse School is committed to making our school, buses, and school events safe and caring places for all students, staff, parents/guardians, and visitors. We will treat each other with respect, and we will refuse to tolerate bullying. To this end Crazy Horse School will enforce this bullying policy both on-campus and off-campus, including the use of electronic media. Cyber bullying, even when it occurs off school grounds, which creates a hostile environment at school for the target of bullying, infringes on their rights at school or materially and substantially disrupts school discipline and/or the education process and orderly operation of a school will not be tolerated. The learning experience of the victims of bullying can suffer a wide range of negative consequences, including fear, chronic absenteeism, truancy, dropping out of school, or other serious results. Bullying may take many forms and can occur in any setting. It can create insecurity and unwarranted anxiety that will affect the learning and social environment in a school. CHS has a responsibility to provide a free appropriate public education for all students. This responsibility includes the responsibility to provide a safe and secure environment for students. For this reason, the CHS will take disciplinary action against any student who engages in bullying of another student whether that conduct occurs on-campus or off-campus. In appropriate circumstances, CHS will also report bullying to appropriate law enforcement agencies and/or Child Protective Services.

b. **Definition.** Bullying is conduct, verbal or otherwise, that is unwanted, involves a real or perceived **power imbalance,** with the intent to cause emotional, physical, or psychological harm to others, through verbal harassment, physical assault or other means which creates a hostile environment at school for the target of bullying, infringes on their rights at school or materially and substantially disrupts school discipline and/or the education process and orderly operation of a school. Bullying includes, but is not limited to:
   i. Aggressive and unwanted or negative verbal and/or physical conduct directed at a student that:

a) Repeatedly causes harm or fear of harm to a person, physically, emotionally, or to their property
b) Causes an individual to become scared, intimidated, or fearful at school;
c) Interferes with a person's education;
d) Disrupts the school day or activities;
e) Involves the Use of technology or any electronics (email, text messages, social networking sites, and so on) to bully
f) Are acts of bullying toward a person as revenge because he or she reported bullying or provided information during a bullying investigation (retaliation); or

ii. Instigates or encourages others to do acts of bullying listed above; Involve a pattern of behavior repeated over time; and

iii. The target of the bullying is negatively affected by the conduct.

c. **Examples.** Examples of bullying include, but are not limited to:

i. Pushing, hitting, kicking, shoving or throwing things at someone;
ii. Stealing or damaging another person's property;
iii. Name calling or teasing;
iv. Threatening to hurt someone;
v. Leaving someone out on purpose and without good reason or socially isolating a student from other students or staff;
vi. Spreading rumors about someone;
vii. Social Networking to use as a means to bully (any electronic device);
viii. Any act of intimidation;
ix. Glaring, or other non-verbal facial or body expressions intended to isolate or intimidate;
x. Mocking, criticizing, making fun of, or making statements intended to hurt another student;
xi. Discriminatory comments based on a student's age, gender, sex, sexual orientation, national origin, or race.

d. **Cyber-Activity Prohibited.** Users are responsible for the appropriateness of the material they transmit. Hate mail, harassment, discriminatory remarks, or any other electronic communication or conduct which disrupts or impedes school order and/or discipline is expressly prohibited and will be dealt with as a major offense as outlined in these policies. Cyber bullying includes, but is not limited to, the use of technology for the purpose of harassing students, staff, or others; or teasing, intimidating, threatening, or terrorizing another person by sending or posting inappropriate email messages, instant messages, text messages, digital pictures or images, or web site postings including blogs. The author (poster or sender) of the inappropriate material is often disguised (logged on) as someone else. In such scenarios, Crazy Horse School may conduct investigations to ascertain the actual identity of the author(s).

In situations in which cyber bullying originated from a non-school device, disciplinary action shall be based upon whether the conduct is determined to be disruptive of the educational process or impedes the day-to-day operations of the school. In addition, such conduct must also violate a school policy. Such conduct includes, but is not limited to, making a threat off school grounds to harm a member of the school staff or a student.

e. **Procedure for Reporting Bullying.**

i. Students are expected to report all violations of the Policy they witness, are told about, or are subjected to a member of the School staff, and are encouraged to report to their parents or legal guardians. Parents/guardians are expected to report all acts of bullying they witness, are told about, or to which students are subjected to a member of the School staff immediately.

ii. All acts of harassment, intimidation, or bullying witnessed or reported by students to an employee must be reported verbally to the school Principal on the same day when staff witnesses or becomes aware of the incident. School staff must submit a written report of the incident to the principal within 24 hours.

If bullying is reported to or witnessed by a Facilities, Transportation, or administrative employee, the employee will verbally report the incident to the Superintendent who shall report to the Principal the same day and be followed up with a written report within twenty-four (24) hours. School Staff are all required to report all violations of this Policy they witness, are told about, or are subjected to on an Incident Report Form. Every behavior should be reported on an Incident Report Form. Any failure of school personnel to report violations of this Policy will result in disciplinary action up to and including termination of employment.

iii. The principal must inform the parents or guardians of all students involved in the alleged incident immediately and may discuss the availability of counseling and other intervention services as outlined in the Anti-Bully Policy Steps 1-3.

iv. The principal/ principal designee must initiate an investigation of the incident within one school day of the report.

v. The investigation must be completed as soon as possible. The Principal will complete a report no later than 5 school days after the principal/principal designee has received the initial written report of the incident. The report of the investigation may be amended if new information becomes available.

vi. The completed report should be completed by the principal/ principal designee with recommendations no later than 5 days after the reported incident. A principal may extend the time to complete an investigation for

an additional 5 days if information is not available yet but will still file a report no later than 5 days after the initial written report of the incident is received. Any determination that a violation of the bullying policy in fact occurred must be based on specific information/evidence and such information/evidence must reasonably suggest that the conduct had or is likely to have a disruptive effect on the operation and discipline of the school.

vii. The principal or their designee will ensure that all steps are followed when a Bully Incident is reported. The Principal or their designee will make contact with parent(s)/guardian(s) and set up meetings when necessary as outlined in the policy.

viii. In appropriate circumstances, CHS will also report bullying to appropriate law enforcement agencies and/or Child Protective Services.

f. **Bullying Intervention Steps.**

i. **Step 1: Intervention, Warning, Redirection and Team Meeting.** The staff member who witnesses or receives the report will ensure that the immediate behavior stops and will reinforce to the student that bullying will not be tolerated. The staff member will ensure that the proper documentation is made with the Principal, who will ensure that Parent/Guardian (of student being bullied and the student bullying) notification will be made by phone call, incident report and team meeting when necessary. The team meeting will consist of the student meeting with the Intervention Team which shall include the classroom teacher, the Principal, one of the student's assigned teachers, and the counselor or family advocate; and for students on an IEP or 504 Plan, a special education teacher, to discuss the problem, solutions to the problem and to reinforce that bullying will not be tolerated. A plan will be developed with future consequences if the behavior continues. The Student must sign the form. A copy of the incident report and plan will be sent home. The Student must meet with family advocate or counselor for bullying education.

ii. **Step 2: Formal Meeting with Parents and Administration.** School staff will notify parents/guardians of the involved student(s). The parents/guardians will be required to meet with the Intervention Team to develop an Individual Behavior Plan, or in the case of a student on an IEP, if applicable, amendments to the existing IEP. Previous documentation will be reviewed with the parent/guardian. The student will be required to sign the anti-bullying contract with a parent/guardian and administration signatures as witnesses. The student(s) will begin individual sessions with the school counselor and consequences will be included in the Anti-Bullying Contract including but not limited to the following:

a) Student and parent/guardian will attend Bully Education (DVD's/ lessons, etc.) with the family advocate or counselor.
b) Mandatory Counseling Sessions to be provided by one of the following: School Counselor, IHS, Contracted counseling services, or the Family Advocate with progress notes and further recommendations sent to the school.
c) Temporary removal from the classroom.
d) Reassignment to a different class schedule where appropriate to protect the target.
e) Loss of privileges including extracurricular activities.
f) Classroom or administrative detention.
g) In-school suspension or placed on restriction from participation in school related activities during the school week.
h) Out-of-school suspension (1-9 days).
i) Legal action in tribal court or referral for criminal prosecution where appropriate.
j) If a parent/guardian does not want to meet with the Intervention Team to develop an Individual Behavior Plan, the student will be placed on Out-of-school suspension until the parent/guardian meets with the Intervention Team for up to nine (9) days. If a parent has not met with the School after ten (10) days, the Principal shall refer the case to Oglala Sioux Tribe Child Protective Services.

iii. **Step 3: Student Hearing.** The Principal should review that all steps have been followed before a Student Hearing requested. A Student Hearing shall be held to determine if expulsion is warranted in accordance with Section 4.10 of this Policy. A student will be placed on in-school suspension for up to ten (10) calendar days while awaiting a Student Hearing.

iv. **Chain of Command/Due Process Steps.** Steps 1-3 will be followed; however, when parents/guardians and or staff feel that steps 1-3 have not been followed, the parents/guardians may file a grievance under the grievance policy. It will be noted that the Anti- Bullying Policy shall be implemented. The staff person taking a complaint from a parent/guardian has 24 hours to follow up and report back to the person making the complaint. Parents/Guardians may not have access to confidential information about the target student or other students involved in a bullying incident but will be provided with a copy of School Policies, and a plan of intervention for the student.

g. **Parent Notification.** The parents and or/guardians of both the student who was bullied (target) and the student (aggressor) will be notified of all incidents of bullying that involve their student within 24 hours of the incident being reported to School staff. The parents and/or guardian of the student who was bullied will also

be notified generally of the action taken by the school to prevent any further acts of bullying or retaliation toward their child.

h. **Protecting Students and Staff Who Report.** The administration and school staff will support students and coworkers making reports and protect them against any potential retaliation for making such a report. Retaliation against students for reporting bullying is prohibited. Students who retaliate against others will receive appropriate consequences as outlined in the student discipline policy. Students may report bullying anonymously. No disciplinary action will be taken solely on the basis of an anonymous report unless substantiated by further investigation. False accusations of bullying against others are not allowed and will result in consequences outlined in our student discipline policy. When interviewing the student accused of bullying or other students about bullying, do not name the student who reported if possible.

   In some cases, however, the bullying may be too severe to protect confidentiality. In these cases, assure the student that the adult will do everything they can do to protect them from retaliation.

i. **Staff Education and Responsibilities.** Each year, our school will provide the Anti-Bullying Policy to all staff. Staff will be trained annually on the plan and prevention activities chosen by our school. The training will cover ways to prevent and intervene in bullying, information about the complex nature of bullying, research on bullying and students who may be more vulnerable to bullying by others, and information on cyber and internet safety.

   Staff at our school will do the following things to prevent bullying and help students feel safe at school:

   i. Closely supervise and interact with students in all areas of the school, bus, and playground;
   ii. Watch for signs/signals of bullying and (preceding bullying when possible) stop it when it happens;
   iii. Incorporate lessons that support social and emotional skills;
   iv. Teach students about bullying;
   v. Respond quickly and sensitively to all reports of bullying;
   vi. Take families' concerns about bullying seriously;
   vii. Complete all documentation within 24hrs of an incident being reported (incident forms and NASIS); and/or
   viii. Report suspected bullying to the administration.

j. **Family Education.** Each year, our school will provide families with information about the Anti-Bullying Policy, prevention activities and how families can reinforce anti-bullying at home and in the community. Students and their parents/legal guardians will be made aware of the policy at the beginning of the school year and required to sign off that they have read and understand the policy.

Families will be provided with information throughout the year in regard to the Anti-Bullying Policy, ways to prevent bullying and working with school staff to create a safe school environment through Parent Involvement Nights, School Newsletters, phone calls and conferences.

k. **Policy Dissemination.** This policy shall be disseminated annually to all school staff, students, and parent/s or legal guardian/s during functions such as Parent Involvement meetings, Parent-Teacher Conferences, other school sponsored activities/programs, and other written communications. The Policy will also be posted on the school's web site. Additionally, a written or verbal statement will explain that this Policy applies to all acts of bullying that occur on school property, at school sponsored functions, or on any form of school transportation. The Superintendent or his/her designee shall develop an annual process for discussing with the students and school staff the School policy on bullying.

All employees, students, and parents/legal guardians will sign a written statement indicating they have received, read, and understood the policy and agree to abide by the provisions of the policy. Failure to abide by this policy or neglecting to report acts of bullying will result in administrative action.

If a student is expelled from a school, the Superintendent may grant the student an early reinstatement allowing the student to return to school before the end of the period of expulsion. Any early reinstatement granted by the chief administrative official may include one or more specific conditions established by the chief administrative official that the expelled student must meet.

2. SEXUAL HARASSMENT POLICY

It is the policy of Crazy Horse School, in accordance with providing a positive, discrimination-free school environment, that sexual harassment in the School directed by or at students is unacceptable conduct that will not be condoned.

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

Crazy Horse School will, in the event of an alleged student perpetrator, treat sexual harassment as a major rule infraction. Other sexually harassing conduct in the school system is prohibited and includes:

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

b. **Responsibility**.
Board members and employees are responsible for maintaining a learning environment free from sexual harassment. Orientation will be provided for students at the beginning of each school year to explain policy and law.

c. **Procedure.**
Any student who believes she or he has been the victim of sexual harassment by another person on the School premises, during school hours, or at school related activities should report such incident immediately to a staff member. That staff member shall immediately report the incident to the Principal. Students shall make such reports of incidents in writing. If the student's teacher is responsible for the harassment, the student shall report the harassment to the Principal or counselor. 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. The school shall follow the consequences for Level III offenses as listed in the Behavioral Matrix.

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

False allegations that are malicious or ill-founded may constitute libel or slander. An investigation shall be completed regarding said false allegations. The individual who made the false allegations may be subject to discipline up to and including expulsion. The school will, however, ensure that allegations, made in good faith by individuals shall not subject the complaining individual to discipline.

3. INTERNET USE AND SOCIAL MEDIA USE POLICY

a. **Purpose.** This policy applies to all Crazy Horse School students who are accessing the Internet using Crazy Horse School equipment and/or telephone lines or accessing social media from any source on school grounds or at school sponsored activities. All students must sign a Technology Use Contract. **Appendix 12.** The primary goals are to:
i. Protect the information assets of the Crazy Horse School.
ii. Establish student accountability and responsibility for the acceptable use of the Internet and social media.

iii. Protect Crazy Horse School from liability resulting from illegal use of the Internet or social media.
iv. To permit student internet use access only to further educational goals and objectives established by the School.
v. To educate students using modern technology which students will need to be familiar with to be successful in their careers post-graduation.

b. **Expected Behavior.** Crazy Horse students, and other affiliated persons who use Crazy Horse School computing facilities to access the Internet are expected to exercise responsible and ethical behavior and will be held accountable for ensuring that such use:

i. Is consistent with Crazy Horse School values and policies.
ii. Protects the integrity and confidentiality of Crazy Horse records and computer and electronic assets.
iii. Does not violate any tribal or federal laws.

Failure to abide by this policy shall result in cancellation of Internet access privileges, disciplinary review, and/or legal action by the Board.

c. **Procedures.** The following procedure shall be followed:

i. Each applicant requesting Internet access will read and sign the "Network and Internet Use Policy" and is responsible for knowing and understanding this policy. A copy of the "Network and Internet Use Policy" will be kept on file in the records office.

ii. Students who use the Internet shall be informed of their responsibility to use the services of the Internet in a manner which is consistent with the service, quality, and education goals of Crazy Horse School before being granted access privileges.

iii. Abuse of the use of the Internet by Crazy Horse School students, including committing violations of tribal, federal, or state law and/or the use of Crazy Horse School equipment or telephone lines to engage in the procurement, storage, dissemination, or transfer in any fashion of pornography or lewd materials, photographs, visual depictions, or materials capable of being converted into visual depictions, shall make that student subject to immediate discipline as a major rules infraction.

d. **Allowable Uses and Disallowed uses.**
i. **Allowable uses.** With a proper signed permission form, a student may use the school network and the Internet to:
a) Research assigned classroom projects;
b) Use School email for School classroom allowable purposes only;
c) Use Odyssey Ware; and/or

d) Participate in online classes

ii. **Disallowed Uses.** The following uses are not permitted:
a) Sending or displaying offensive messages or pictures;
b) Using abusive, objectionable, or obscene language; Searching for, downloading, or otherwise reviewing any type of sexually explicit, obscene material or other information for any non-instructional or non-educational purpose;
c) Harassing, insulting, or attacking others;
d) Damaging computers, computer systems, or computer networks whether intentionally or unintentionally through misuse; Using any social networking site (including Facebook, Bebop, etc.), downloading music onto computers or playing games.

e. **Violation of School Policy.** Violation of this Policy may result in Student disciplinary action, loss of internet and network use privileges, criminal prosecution, or civil legal action to pursue compensation for damages to school property or reputation.

4. STUDENT POSSESSION/USE OF PORTABLE COMMUNICATION DEVICES & ELECTRONIC DEVICES

Parents/legal guardians and students will sign a Technology Use Contract that shows they understand this Policy. **Appendix 12.**

a. **Definitions.**
i. Portable Communication Devices – Definitions. Portable Communication Devices are defined to include portable two-way communications devices, including but not limited to cellular telephones, beepers, walkie talkies, personal digital assistants, and other computing devices (when such device is being used as a communications device). This definition will also include any new technology developed for similar purposes.
ii. **Electronic Devices – Definition.** Electronic Devices are defined to include any personal electronic that is used by a student to play music, communicate with others (including online communication), access media, take pictures, or otherwise cause distractions to students' education, including but not limited to cell phones, iPods, MP3 players, cameras, personal DVD players, Gameboys, electronic notebooks, smartphones, electronic tablets, and other computing devices.

b. **Restrictions on Use.**
i. Students may not possess, display, or use Portable Communications and Electronic Devices in the School Building, or at any time during the instructional day, or on field trips.
ii. For the purposes of this policy manual the "instructional day" is defined as

the moment a student enters the school building to the final dismissal bell. The "instructional day" includes, but is not limited to, study halls, lunch breaks, class changes and any other structured or non-structured instructional activity that occurs during the normal school day.

Students may request permission to use the school phone to contact parents/guardians for emergencies. Any portable communication devices including cell phones found upon entry to the School shall be held by Security until the end of the instructional day.

i. Before or after the instructional day, students may possess, display, and use such Portable Communication Devices.

ii. Portable Communications Devices at Before- or After-School Activities: Portable communications devices may not be activated, displayed, or used at before- or after-school activities by students.

iii. Students may be disciplined for violation of this Policy, or disruptive or inappropriate behavior related to possession or use of portable communication devices at any time on school grounds or at school events.

iv. Portable Communications Device on Regular Bus Runs: Portable Communications Devices may be activated, displayed, or used on a school board owned/leased school bus or vehicle by students being transported to and/or from school or school sponsored events, provided they do not interfere with the operation of the vehicle or driving of the vehicle, and their use conforms to directives of the driver.

v. Portable Communications Devices in Vehicles: Portable Communications Devices may be housed in student owned or used vehicles on school property; however, their use is prohibited during school hours.

c. **Responsibility/Liability.** The School Board, Principal, and school staff will assume no responsibility in any circumstance for the loss/destruction/damage or theft of Portable Communications and Electronic Devices or for any bill associated with the authorized or unauthorized use of Portable Communications Devices. Students will be responsible for locating such lost/stolen items.

d. **Discipline.** Evidence of unauthorized or disruptive use will result in disciplinary action according to the Discipline Policy as specified in the Code of Student Conduct and/or reports to law enforcement authorities.

i. **First Infraction.** School officials shall take possession of Portable Communications Devices until the end of the school day for any violation of this Policy. Students must make arrangements with school officials to claim such devices. Specific times may be established by school officials for students to retrieve such devices. Students are subject to consequences for a Level 1 Offense under the Behavioral Matrix.

ii. **Second Infraction.** Upon a student's second infraction of the Portable Communications and Electronic Device policy, school officials shall take

possession of the device for **five business days** Parents/legal guardians/adult students must make arrangements with school officials to claim such devices and may retrieve the device within five business days. Specific times may be established by school officials for parents/legal guardians/adult students to retrieve such devices. Confiscated Portable Communications and Electronic Devices may be released to minor students if the parent/guardian gives permission by phone or by other means. Students will also receive a Detention to be served that day.

iii. **Third Infraction.** Upon a student's third infraction of the Portable Communications and Electronic Device policy, school officials shall take possession of the device for **ten business days.** Parents/legal guardians/adult students must make arrangements with school officials to claim such devices at the end of the semester. Specific times may be established by school officials for parents/legal guardians/adult students to retrieve such devices. Confiscated Portable Communications and Electronic Devices will not be released to minor students under any circumstances. Students will also receive a Detention to be served that day. Student will be considered for In-School or Out of School Suspension by the Principal for a period of time not to surpass three school days.

If a student refuses to surrender their device, this act will be considered open defiance (a level IV infraction) and the School may follow the consequences given in the Behavioral Matrix.

iv. **Reasonable Searches.** As a condition of possessing and using a Portable Communications Device on school property, at school sponsored events or while traveling to and from school, students and their parents/legal guardians are deemed to have consented to reasonable searches of the Portable Communications Device. A Portable Communications Device may be searched or reviewed by school personnel or authorized agents when reasonable suspicion exists that the Portable Communications Device was used in violation of this Policy, the Code of Student Conduct or other law or regulation. School personnel may use other information obtained from the Portable Communications Device during such review as the basis for discipline or referral to other appropriate authorities.

5. TOBACCO USE AND VAPING

Use of tobacco products including e-cigarettes, or any instrument used to vape any substance is prohibited. Students shall not smoke or use tobacco products including e-cigarettes in any form, nor any instrument used to vape any substance, tobacco at any time during school activities or on school grounds. Even if a student has reached the age of 18, they are not allowed to use tobacco products, nor any instrument used to vape any substance on school grounds or at a school sponsored activity. Any student found violating this

section shall be subject to the consequences listed in the Behavioral Matrix for Level IV offenses.

6. DRESS CODE

To encourage student respect for an educational environment, students shall maintain a reasonable standard of cleanliness and good personal hygiene, as well as, maintaining an appearance and wearing of apparel that is not disruptive to the educational process.

Rules concerning student dress may be established by the administration to assure that student dress meets standards of healthfulness and safety and does not disrupt the education process or oppose any policy of the school. All students are expected to follow the rules of common courtesy and show proper respect in their dress. It is inappropriate to wear anything that causes health or security concerns, distracts from, or disrupts the learning environment or educational process. Shoes are required by all students to ensure safety.

Rules apply to all students regardless of sex, gender, or gender expression.

Examples of inappropriate items or clothing are (but not limited to):

a. Low bottoms (bottoms worn below the hips/revealing underwear/intimate/private parts).
b. Obscene/ Profane graphics on clothing (pictures, emblems, words/phrases).
c. Drug, alcohol, or nicotine products on clothing (pictures, emblems, words/phrases).
d. Very short bottoms (underwear should be covered, not shorter than athletic uniform spandex/athletic uniform skirts).
e. Short tops (tops that are too short/cropped that do not meet the bottom of the rib cage. Short tops must be worn with bottoms that cover the lower abdomen).
f. Transparent clothing that reveals underwear or intimate/private parts of the body.
g. Clothing that reveals your underwear.
h. Underwear (when worn as outer wear).
i. Wearing clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups including gangs or supremacist groups; gloves, scarves, colors, bandanas, letters, symbols etc. will not be tolerated.
j. Heavy chains or spikes that have the potential to be used to harm others.
k. Shoes that have “wheelies.”
l. Visible hickey(s) (they must cover them up).

7. STUDENT CONDUCT DISCIPLINE AND SUPPORT PROCEDURES

Students are expected to adhere to Lakota Values and conduct themselves in a respectful manner while at school or school related activities. The student is responsible for learning the following rules that govern the activities of the school environment. Unacceptable behavior by the student will result in immediate disciplinary action by the respective Principal or designee. CHS has adopted and will implement Restorative Practices which focus on building classroom and school wide communities. The rules of each of the elementary, middle, and high schools which are in addition to the rules below are hereby

incorporated by reference in the respective Student Handbook and made a part of these policies. Students are responsible for following those rules as well.

a. **Minor School Rules.**

Rule 1: Students will always follow good health and safety practices, at school and at school related activities.

Rule 2: Students will attend and be on time for all scheduled classes.

Rule 3: Students will return home at the end of the school day.

Rule 4: Students are responsible for the care and cleanliness of school property. Any student committing minor vandalism (writing with pencil or other utensil on school property, creating a mess, destroying school property, etc.) may be subject to detention, including cleaning up and/or fixing the vandalism.

Rule 5: Students will adhere to all reasonable requests. Students are expected to follow all teacher/staff directions in class, hallways, and all school property. The failure of a student to follow the directions or requests of a staff member of the school may be required to serve detention.

Rule 6: Students will adhere to the School Dress Code. Any student in violation of the dress code may be required to change clothes either brought from home or given from the counselor.

Rule 7: Students will adhere to the Internet Usage Policy. Students found using any social networking site (including Facebook, Bebo, Etc.), downloading music onto computers, or playing games during work time may serve detention and may have internet privileges limited or revoked.

Rule 8: Students shall not display inappropriate displays of affection. Inappropriate displays of affection include kissing, groping, excessive hugging, giving hickies, or vulgar acts. Holding hands and short hugs will generally not be regarded as inappropriate.

Rule 9: Students shall adhere to the School's Possession and Use of Portable Communication Devices & Electronic Devices Policy.

Minor Rule Infractions. All minor rule infractions will result in disciplinary action appropriate to the age, circumstances, and educational level of the student. The School Board will adopt a matrix of disciplinary action for infractions annually and include the Matrix in the Student Handbook. The goal of this process is to educate the student on all school rules and their consequences and to teach proper behavior.

b. **Major School Rules.** These major rules include, but are not limited to:

Rule 1: Students will neither cause damage to or steal school or other's personal property.

Rule 2: Students will not endanger the life, health, or safety of themselves or others while at school or school related activities.

Rule 3: Students will not come to school under the influence of any drug or alcohol. Such conduct constitutes a Level V Offense, and the student will be subject to Level V consequences in accordance with the Behavioral Matrix. If a student is suspected of being under the influence, the Principal and security will be notified to investigate. If school officials have reasonable suspicion that a student is intoxicated or under the influence, Public Safety will be notified, and the offending student may be removed from the school premises to ensure the school campus is safe for all teachers and students.

Rule 4: Students will not engage in any gang related activity including but not limited to writing, paraphernalia, insignia, signals, graffiti, and phrases or related clothing. Violation of this Rule will be considered a Level IV Offense pursuant to the Behavioral Matrix and a safety risk and a violation of the Tribal code. Such a student is subject to Level IV consequences in accordance with the Behavioral Matrix. Principal may notify Public Safety and report as gang-promotion.

Rule 5: Students will remain on the school campus during the school day until and unless dismissed.

Rule 6: Students will not violate the School Bullying Policy.

Rule 7: Students will not instigate or participate in a fight while at school or school related activities. Any student involved in the instigation of a fight may also be subject to criminal prosecution for assault. Any student witnessing, recording, or encouraging a fight may also face discipline or prosecution. The school security and the Principal will attempt to determine the instigator(s) in the incident, who may be subject to more severe discipline. Such conduct is considered a Level III or IV Offense under the Behavioral Matrix.

In the case of a fight, the school will hold students and contact Public Safety immediately to remove the student(s) from the premises. Such a student will be subject to Level IV consequences in accordance with the Behavioral Matrix. If a student leaves the premises after participating in a fight, Public Safety will be advised, and the student will not be allowed to return to school until they have met with Public Safety.

Rule 8: Students will not smoke cigarettes or possess any tobacco products, including e-cigarettes, nor any instrument used to vape any substance while at school or at school related activities. If a student under 18 years of age is found

possessing or using tobacco products, including e-cigarettes or any instrument used for vaping, Public Safety will be contacted. Lighters are considered contraband for students and not allowed in the school. **NO student, regardless of age, will be allowed to possess or use tobacco products on school grounds.** Such conduct is considered a Level III or IV Offense and students are subject to corresponding consequences pursuant to the Behavioral Matrix.

Rule 9: Alcohol or illegal drug possession and use is strictly prohibited while on school grounds or school related activities. CHS does not permit the possession or use of CBD products or any products containing THC, unless the student has a medical prescription, and the medication is dispensed by authorized school personnel as with all other prescription medications. The following may be considered prohibited drugs due to their history of illegal use, danger to students' health: air duster, computer cleaner, paint thinner, synthetic drugs, etc. The following may be considered an illegal drug especially if the student is suspected of using inappropriately or for huffing: Any aerosol cans (including hairspray), glue, cleaning supplies, etc. Such conduct is considered a Level V Offense and students are subject to Level V consequences pursuant to the Behavioral Matrix.

Rule 10: Students will not carry or use any weapon or object that can be used as a weapon including guns (of any kind including BB gun or Pellet gun), knives (including kitchen and pocketknives), brass knuckles or any other object that is used with intent to cause bodily harm. Such conduct is considered a Level VI Offense and students are subject to Level VI consequences pursuant to the Behavioral Matrix.

Major Rule Infractions: Major rule infractions are those behaviors, which endanger the life and safety of others or themselves. These also include damage to private or public property. All major rule infractions will result in disciplinary action appropriate to the age, circumstances, and educational level of the student.

The School Board will adopt a Behavioral Matrix of disciplinary action for infractions annually and include the Matrix in the Student Handbook. The goal of this process is to educate the student on all school rules and their consequences and to teach proper behavior, and to prevent and remedy threats or damage to the health and safety of students, staff and the School. In addition, the School Principal shall offer counseling to the Parent and the student.

8. ELEMENTARY SCHOOL BEHAVIORAL MATRIX

The School outlines the Elementary School Behavioral Matrix as follows:

Offense	Description of Offense	1st Offense	2nd Offense	3rd Offense
Abusive / Inappropriate Language	Bad language, swearing or cursing.	Teacher / Regulate Behavior, Privilege Restriction, Notify Parent(s) / Guardian(s).	Referral for Counseling, Notify Parent(s) / Guardian(s)	Referral to Principal / Designee, Half hour detention after school 1-4 days
Fighting / Physical Aggression	Physical Aggressive Behavior including any behavior that shall cause bodily injury/assault to any other student or staff member at the CHS.	Referral to Child Advocate, OSS 1-3 days, Notify Parent(s) / Guardian(s). See also Section 4.10(10) for expulsion procedures.	Referral to Principal / Designee, 1-3 days OSS, Behavior Plan, Notify Parent(s) / Guardian(s)	OSS Administrative Discretion 1-10 days, Parent(s) / Guardian(s) Conference Behavior Contract
Defiance or Disruption	Out of seat, beating on desk, excessive talking.	Teacher / Regulate Behavior, Privilege restriction.	Referral to Child Advocate, Notify Parent(s) / Guardian(s)	Refer to the Principal / Designee, After School Detention up to 4 days and / or 1-2 days OSS
Throwing Rocks, Snowballs, Objects, etc.	Throwing inappropriate objects such as rocks, snowballs, etc. at another student or near other students.	Verbal Reprimand/ Redirection Conference w/ Admin	Parent Contact Project Aware Involvement 2-6 Hrs. Detention Suspension w/ Parent Meeting	Parent Meeting Counselor Referral Project Aware Involvement 6-8 Hrs. Detention 1-3 Days ISS Behavior Contract
Rough Contact Games	Games such as tackle football, wrestling, play fighting, rolling around on the ground, etc.	Verbal Reprimand/ Redirection, Conference w/ Admin	Parent Contact, Project Aware Involvement, 2-6 Hrs. Detention, Suspension W/ Parent Meeting	Parent Meeting, Counselor Referral, Project Aware Involvement, 6-8 Hrs. Detention, 1-3 Days ISS, Behavior Contract
Disobedience/ Disrespect	Not listening to commands from	Verbal Reprimand/	Parent Contact Project Aware	Parent Meeting Counselor Referral

Offense	Description of Offense	1st Offense	2nd Offense	3rd Offense
	staff, make inappropriate comments to students or staff, etc.	Redirection Conference w/ Admin	Involvement 2-6 Hrs. Detention, Suspension w/ Parent Meeting	Project Aware Involvement 6-8 Hrs. Detention 1-3 Days ISS Behavior Contract. See also Section 4.10(10) for expulsion procedures.
Running in Hallways	Running in hallways to or from class or in other areas of the school.	Verbal Reprimand/ Redirection Parent Contact	Parent Contact Project Aware Involvement 2-6 Hrs. Detention Each Offense	Parent/Student Conference Project Aware Involvement 4-8 Hrs. Detention 1-3 days ISS
Cheating / Lying	Cheating on assignments.	"Zero" on assignment(s), Teacher / Regulate Behavior, Privilege Restriction, Notify Parent(s) / Guardian(s).	"Zero" on assignments, Referral to Child Advocate, Notify Parent(s) / Guardian(s)	Referral to Principal / Designee, "Zero" on assignment(s), After school detention up to 4 days, Notify Parent(s) / Guardian(s), and / or 1-day OSS
False Info Statements to Admin	Making incorrect or untrue statements to staff about oneself, other students or staff.	Verbal Reprimand/ Redirection Parent Contact	Parent Contact Project Aware Involvement 2-6 Hrs. Detention Each Offense	Parent/Student Conference Project Aware Involvement 4-8 Hrs. Detention 1-3 days ISS
Prohibited Items/Devices/ Snacks	Bringing inappropriate items to school.	Verbal Reprimand/ Redirection, Parent Contact, Item Confiscation	Parent Contact, Project Aware Involvement, 2-6 Hrs. Detention Each Offense, Device Confiscation	Parent/Student Conference, Project Aware Involvement, 4-8 Hrs. Detention, 1-3 Days ISS, Device Confiscation

Offense	Description of Offense	1st Offense	2nd Offense	3rd Offense
Possession, Selling, Distribution, Manufacture, or Use of Contraband, Drugs, Alcohol, or Tobacco	Possession, **Selling, Distribution, Manufacture, or Use** of illegal / inappropriate items such as weapons, alcohol, drugs, or tobacco on school property. Weapons are those items that could inflict bodily injury, make threats of bodily injury, or upon use could inflict serious bodily injury.	1-3 Days ISS or OSS, Parent Contact, Counselor Referral, Project Aware Involvement. See also Section 4.10(9) for expulsion procedures.	Parent meeting, project aware Involvement, 1-3 days ISS, behavior contract, 3-5 days ISS/OSS if verbal abuse directed towards staff	Parent meeting/Counselor referral, project aware Involvement, 5-10 days ISS/OSS, behavior contract, Pyramid Process of ISS
Bullying	Bullying of other students. Depending on severity and duration of incident.	**Step 1 of Bullying Policy** Intervention, Warning, Redirecting. Meeting with Teacher, Referral to Child Advocate, Principal, Staff Member.	**Step 2 of Bullying Policy** Formal Meeting with Parent(s) / Guardian(s), Referral to Principal / Designee. Child Advocate, /OS	**Step 3 of Bullying Policy** Referral to Principal / Designee Student hearing to determine expulsion. OSS up to 10 days Pending hearing date.
Tardiness	Arriving to school / class late.	Verbal Reprimand/ Redirection Parent Contact	Parent Contact Project Aware Involvement 2-6 Hrs. Detention Each Offense	Parent/Student Conference, Project Aware Involvement, 4-8 Hrs. detention, 1-3 days ISS
Skipping / Leaving Class & Attendance	Leaving class without	Teacher / Regulate Behavior,	Referral to Child Advocate and other outside agencies	Home—Visits w/ Homeschool Liaison with

Offense	Description of Offense	1st Offense	2nd Offense	3rd Offense
	permission, Off limit area Absent from school.	Loss of privileges, Contact Student advocate, security, or principal as soon as possible for off limits. Notify Parent(s) / Guardian(s)	per CHS Attendance Policy. Notify Parent(s) / Guardian(s)	Parent(s) / Guardian(s). Outside agencies will be contacted per CHS Attendance Policy.
Property Damage / Vandalism	Drawing on desk, Restroom walls / stalls, destruction of books etc.	Teacher / Regulate Behavior Repair / Clean up (Age Appropriate) Notify Parent(s) / Guardian(s)	Repair / Clean up (Age Appropriate) Restitution, Notify Parent(s) / Guardian(s) 1-4 days detention/OSS	OSS at Administrative Discretion for 1-10 days Refer to outside agency
Theft	Minor Theft: Teacher / Regulate Behavior, loss of privileges, restitution.	Teacher / Regulate, Loss of Privileges, restitution, Notify Parent(s) / Guardian(s) 1 - day loss of privileges	Referral for counseling, Restitution of stolen items. Notify Parent(s) / Guardian(s).	Referral for home visit. Restitution of stolen items. Notify Parent(s) / Guardian(s)
Dress Code Violation	Students dress must meet standards of health & safety not be obscene, promote illegal substances or alcohol, gang activity or revealing.	Teacher regulates dress code, Change clothing, Notify Parent(s) / Guardian(s)	Referral to Child Advocate, Change clothing, Contact Parent(s) / Guardian(s)	Referral to Referral to Principal / Designee for referral to outside agency as recommended. Notify Parent(s) / Guardian(s).
Student Possession/Use of Portable Communication Devices and Electronic	Violation of the Student Possession/ Use of Portable Communication	Admin. shall take possession of device until the end of the School day. Parent(s)/	Admin. shall take possession of the device for one week. Parent(s)/ Guardian(s) must	Admin. shall take possession of device for the remainder of the semester or

Offense	Description of Offense	1st Offense	2nd Offense	3rd Offense
Devices	Devices and Electronic Devices Policy	Guardian(s) must make arrangements to pick up the device. Students may also receive detention to be served that day.	make arrangements to pick up the device. Students may also receive detention to be served that day. Students will also be considered for ISS by the Principal.	trimester. Parent(s)/ Guardian(s) must make arrangements to pick up the device at the end of the semester. Students may also receive detention to be served that day. Students will also be considered for ISS or OSS by the Principal for a period of time not to surpass three school days.
Internet Use	Abuse of the internet by CHS students in violation of the Internet Use Policy.	Teacher / Regulate Behavior. Loss of internet and network use privileges 1-10 days.	Criminal Prosecution, Notify Parent(s) / Guardian(s)	Civil action to pursue compensation for damages to school property / reputation, Notify Parent(s) / Guardian(s)
Use of Gang Related Signs / Symbols / Language	Any behavior that promotes gang violence including gang colors, gang activity.	Teacher referral to the principal, Child Advocate. Notify Parent(s) / Guardian(s). See also Section 4.10(10) for expulsion procedures.	Counseling-Education on Gangs. Behavior Contract. Notify Parent(s) / Guardian(s)	Student Hearing to determine expulsion. OSS at Administrative Discretion for 1-10 days Notify Parent(s) / Guardian(s)

9. MIDDLE AND HIGH SCHOOL BEHAVIORAL MATRIX

Before a teacher sends the student out of class, there must be an effort to redirect the undesired behavior. Redirecting the behavior means taking the undesired behavior and modeling appropriate behavior to the student. A student failing to respond to the redirection after these steps should be sent to the Dean of Students, Assistant Principal, or High School Principal. The sending of a student to those offices should be an announced departure by contacting the Dean, Assistant Principal, or High School Principal. The Counselor may be

contacted if the others are unavailable. Teachers and other staff may not give a student in-school suspension. The only people who may assign in-school suspension are the Dean of Students, Assistant Principal, Principal, or Counselor, unless there is an emergency situation that is best managed through isolating disruptive behavior.

As the position and overall objective of the School is to ensure that we are focused on educating our students about the value of positive social interaction to include influencing collaboration and teamwork which contributes to career and college success, students are strongly encouraged to follow school rules. Serious offenses or repeat offenses could require the student to be suspended out of school. In the case of an out of school suspension, the student will not receive schoolwork. This undermines the value of the school environment as well as the value of classroom performance. Students are strongly encouraged to refrain from situations that could result in an out of school suspension. Parents/Guardians will be notified of any Step 3 Disciplinary Action pursuant to the Letter attached as **Appendix 13** to this Policy Manual.

Note: All level of offenses involving drugs, alcohol, tobacco use (including vaping) is subject to a referral to counseling to promote CHS's focus on prioritizing education and encourage students to seek and receive support.

The School outlines the Middle and High School Behavioral Matrix as follows:

a. **Level I Offenses.** Level I offenses are minor acts of misconduct that interfere with the orderly operation of the classroom, anything which is disruptive to the educational process, a school function, extracurricular/co-curricular program, or approved transportation. The **school employees** shall intervene in the misconduct. If further action is necessary, the school employees should refer the student to the school administrator for disciplinary action via incident report. After three (3) infractions, Project Aware Staff may be involved to help support the student with appropriate behavior expectations. These infractions include, but are not limited to:

i. Classroom Disruption;
ii. Bullying Behavior (Refer to School Bullying Policy, 4.10(1));
iii. Dress Code;
iv. False and/or Misleading Information to Include on Student Statements;
v. Public Displays of Affection;
vi. Insubordination;
vii. Intentionally causing a Public Inconvenience, Annoyance, or Alarm to Any Other Person;
viii. Making Unreasonable Noise that Inhibits the Learning Process;
ix. Profane, Obscene, Abusive Language/Materials and/or Gestures (directly or indirectly applied);
x. Prohibited Items: Portable Radios, Headphones, Electronic Toys, Video Games, Skateboards, Roller Blades, Roller Skates, Water Balloons, Laser Pointer-Type Devices, Disruptive Electronic Devices and/or Cell Phones;

xi. Prohibited Snacks: Gum, Candy, Sunflower Seeds, and Any Type of Food;
xii. Running in School Hallways; and/or
xiii. Tardiness.

b. **Consequences for Level I Offenses.**

i. **First Offense –**

a) Verbal Reprimand and Redirection;
b) In the case of an electronic device, the device will be confiscated and returned to the student at the end of the day. This student will receive a Level I incident for prohibited items. If the student refuses to surrender prohibited items, this will be a Level IV infraction of open defiance;
c) In cases of bullying, the school may decide a plan is necessary after the first incident. This plan will discuss the problem, solutions, and reinforce the zero-tolerance bullying policy. (Refer to School Bullying Policy 4.10(1)(E) for bullying intervention steps); and/or
d) In cases of dress code violations, a student will be asked to change into clothes brought from home or provided by the school counselor.

ii. **Second Offense –**

a) Parent Contact;
b) Project Aware Involvement;
c) Detention 2-6 hours for each offense; In the case of electronic devices, the device will be confiscated and held for five (5) days or until the parent(s) or guardian(s) recover the device. The parent(s) or guardian(s) may pick up the device any time before the 5 days or call the school to give permission to return the prohibited item. If the student refuses to surrender prohibited items, this will be a level IV infraction of open defiance; and/or
d) In cases of bullying, the school may decide to develop an Individual Behavior Plan. This Plan may require a student to sign an anti-bullying contract, attend individual sessions with a counselor or other designated staff, bullying education, and other recommendations deemed necessary by the school. (Refer to School Bullying Policy 4.10(1)(E) for bullying intervention steps).

iii. **Third Offense (or more offenses) –**

a) Parent & Student Conference;
b) Project Aware Involvement;
c) Detention 4-8 hours;
d) 1-3 days of In-School-Suspension; There are more severe offenses that may result in out of school suspension;
e) In the case of an electronic device, the device will be confiscated and returned to the parent(s) or guardian(s) or in ten (10) days. If the student refuses to surrender prohibited items, this will be a Level IV infraction of open defiance;

f) In cases of bullying, the Principal may hold a Student Hearing after reviewing the student's prior offenses involving bullying. The student may be placed on in-school-suspension for up to ten (10) days awaiting the Student Hearing. (Refer to School Bullying Policy 4.10(1)(E) for bullying intervention steps; and/or

g) For more serious offenses, the objective is to meet with the parent and the student to secure parent support and/or awareness of the concerning violations. The Principal may suspend students with Project Aware Staff escorting the student home or asking parents to come in the next day for a meeting to discuss the situation.

c. **Level II Offenses.** Level II offenses are acts of misconduct that are more serious or disruptive than the offenses in Level I. Level II also includes repeated acts of misconduct from Level I and acts directed against people or property that do not seriously endanger the health and safety of others. This misconduct must be reported to the appropriate school administrator via incident report for disciplinary action. The administrator will follow the procedure designated as Level I when investigating the situation and deciding on disciplinary action. These infractions include but are not limited to:

i. Cheating;
ii. Destruction of Property/Vandalism (Less than $10);
iii. Disobedience and/or Disrespect (not following directive of staff, refusing to do work);
iv. Repeated Dress Code Violations;
v. False or Misleading Information to include forgery, failure to report, or withholding information;
vi. Gambling;
vii. Inappropriate Internet Usage;
viii. Intimidation/Threats (may fall within school bullying behavior intervention program);
ix. Parking Lot Violation;
x. Prohibited: Cap and/or Water Guns, Tattoo Guns, or Devices to Apply Tattoos to Other People, Cigarette Lighters, Matches, or any other Flammable Devices;
xi. Repeated Level I Offenses (to include disorderly conduct);
xii. Theft;
xiii. Unauthorized Absence from School or Class;
xiv. Unauthorized Assembly and/or Publications;
xv. Any other intermediate act of misconduct or any more serious, harmful, or disruptive behavior (e.g., any of the offenses described in Level I;
xvi. Throwing Rocks, Snowballs, or Objects; and
xvii. Rough Contact Games (Wrestling, Piggyback Riding, Tackling, etc.)

d. **Consequences for Level II Offenses.**

i. **First Offense –** Verbal Redirection Conference with Administration

ii. **Second Offense –**
   a) Parent Contact;
   b) Project Aware Involvement;
   c) Detention 2-6 hours for each offense;
   d) Openly defiant behavior as a second offense will result in a suspension with a scheduled parent meeting; and/or
   e) In cases of cheating, the student may receive a "zero" on the assignment(s) related to the incident.

iii. **Offense (or more offenses) –**
   a) Parent/Guardian Meeting;
   b) Project Aware Involvement;
   c) Detention 6-8 hours;
   d) 1-3 days of In-School-Suspension;
   e) Behavior Contract;
   f) In cases of skipping/leaving class and attendance issues, home-visits with the student's parent(s) / legal guardian(s) and the homeschool liaison may be arranged;
   g) In cases of cheating, the student may receive a "zero" on the assignment(s) related to the incident; and/or
   h) For more serious offenses, the objective is to meet with the parent and the student to secure parent support and/or awareness of the concerning violations. The Principal may suspend students with Project Aware Staff escorting the student home or asking parents to come in the next day for a meeting to discuss the situation.

e. **Level III Offenses.** Level III infractions are major acts of misconduct or those of serious nature. They include repeated misconduct acts from Level II, serious disruptions of school order and threats to the health, safety, and property of others. The misconduct must be reported promptly to the school administrator, who may remove the student from the school or activity immediately and may result in immediate suspension of the student from school. These infractions include, but are not limited to:
   i. Assault this includes assault on staff. Assault and Battery is a situation where there are threats as well as physical contact, which carries the same consequence;
   ii. Insubordination/Open Defiance;
   iii. Inciting, Leading, or Participating in any act which substantially disrupts the orderly conduct of school or school function;
   iv. Possession of Contraband Material;
   v. Robbery/Extortion;
   vi. Repeated Misconduct of Level I and II Offenses;
   vii. Sexual Harassment;
   viii. Possession of Tobacco Products;
   ix. Trespassing:
   x. Vandalism.

f. **Consequences for Level III Offenses.**

i. First Offense –

a) In-School Suspension (1-3 days) or Out-of-School Suspension (1-3 days). Out of school suspension if verbal abuse directed toward staff at the discretion of the Principal;
b) Parent Contact;
c) Counselor Referral;
d) Project Aware Involvement;
e) For more serious offenses, the objective is to meet with the parent and the student to secure parent support and/or awareness to the concerning violations. The Principal may suspend students with Project Aware Staff escorting the student home or asking parents to come in the next day for a meeting to discuss the situation.

ii. Second Offense –

a) Parent Conference;
b) Project Aware Involvement;
c) In-School Suspension (1-3 days);
d) Behavior Contract;
e) In/Out of School Suspension (3-5) days if verbal abuse is directed toward staff at the discretion of the Principal.

iii. Third Offense (or more offenses) –

a) Parent/Guardian Meeting;
b) Counselor Referral;
c) Project Aware Involvement;
d) In/Out of School Suspension (5-10 days) at discretion of the Principal;
e) Behavior Contract;
f) **Pyramid Process of in-school suspension (intervention program as recommended).**

g. **Level IV Offenses.** Level IV infractions include but are not limited to:

i. Fighting (this does not include self-defense; the student who tries to walk away from a conflict will be exonerated);
ii. Bullying Behavior (reference school policy regarding Bullying Intervention Program);
iii. Tobacco Use on Campus (chewing or smoking, including vape pens);
iv. Repeated Open Defiance/Gross Insubordination;
v. Use of Gang Related Signs, Symbols, or Language intended or reasonably calculated to insult and/or incite another person. (bandanas and colors affiliated with gang culture as determined by administrator will not be allowed on campus); and/or
vi. Breaking and Entering.

i. **Consequences of Level IV Offenses.First Offense –**

a) In School Suspension 3-5 days;
b) Parent Contact;
c) Counselor Referral;
d) Project Aware Involvement;
e) Behavior Contract (Intervention Program Required);
f) Student Behavior Plan; and/or
g) Pyramid Process (This may be prior to out of school suspension if all requirements are not met).

ii. **Second Offense –**

a) In/Out of School Suspension (1-3 days) at the discretion of the Principal;
b) Parent Conference;
c) Counselor Referral;
d) Project Aware Involvement;
e) Review of Behavior Contract;
f) Fighting will be an out of school suspension minimum of one day; students defending themselves will not be suspended.

iii. **Third Offense –**

a) In-Out of School Suspension (3 days). Possible referral for expulsion hearing at the discretion of the Principal.
b) Parent Contact;

iv. **Note: It must be understood that repeated infractions may require more direction for the student and/or parent. Project Aware and other support will be involved in the process to support appropriate behavior. The purpose is to clearly define the expectations of students while attending CHS or participating in school activities. Our objective will remain to educate the student, parent/guardian, and the community about expectations and how they are defined at CHS. Our objective is to influence student presence, not eliminate or compromise student presence through in/out of school suspensions. We need out students in school, however, we must provide an environment that supports a comfortable and valued opportunity for all. Therefore, behavior consequences may be reduced with student and/or parent engagement in informative trainings related to defining the expectations at CHS.**

h. **The Pyramid Process.** The Pyramid Process will include the student demonstrating appropriate behavior while in the traditional school setting. Each week the student will receive more time to demonstrate that they understand the expectations of CHS by not getting any negative incident reports. Example: The Pyramid may include a 15-day process where the student is assigned. This process would be carried out as follows:

i. Week One: Five Days of ISS;
ii. Week Two: Four Days of ISS;
iii. Week Three: Three Days of ISS;
iv. Week Four: Two Days of ISS;
v. Week Five: One Day of ISS.

During this process, the student may not incur any negative incidents, or the process will start over. The requirement to start over will be at the discretion of the administration. The student must have completed the required training related to behavior violations prior to assigning the student to the Pyramid Process.

i. **Violent Behavior.** Verbal threats, intimidation (verbal and non-verbal), bullying behavior or any act of representing that of a physical menace such as to put another in fear of imminent serious bodily harm by threatening gestures toward students and/or staff and/or other persons, encouraging/initiating others to fight, physical contact with another person with intent to harm or injure another person physically or mentally (fighting, grabbing, wrestling, pushing, shoving, etc.), threatening to strike another person with an object with intent to injure that person or other behaviors which may be determined by staff and/or administration as violent fighting, assault and/or assault and battery may result in Law Enforcement Referral.

j. **Level V Offenses.** Level V infractions include but are not limited to:
  i. Drugs, Alcohol (possession, using, and/or under the influence);
  ii. Possession of Drug Paraphernalia;
  iii. Fireworks/Firecrackers; and/or
  iv. False Fire Alarm.

l. **Consequences for Level V Offenses.**
  i. Consequences for drugs and alcohol, see Major School Rule 3.
  ii. Consequences for false alarms, bomb threats, and any other action or threat which causes alarm to the general public will result in immediate suspension with recommendation for expulsion and may require law enforcement referral.
  iii. **First Offense** –
    a) In/Out of School Suspension (3-5 days) at the discretion of Principal;
    b) Parent Meeting;
    c) Counseling Referral;
    d) Project Aware Involvement;
    e) Behavior Contract;
    f) Drug and Alcohol offenses will be reduced if student participates in drug/alcohol assessment and agrees to contract terms.
  iv. **Second Offense** –
    a) Parent Meeting;
    b) Counseling Referral;
    c) Project Aware Involvement;

d) Behavior Contract; and/or In/Out of School Suspension pending further administrative action (recommendation for expulsion) at discretion of Principal.

m. **Level VI Offenses.** Level VI infractions include but are not limited to:

i. Weapons*;

ii. Explosives*; and/or

iii. Arson* (mandatory referral to an appropriate agency). Public Safety will be notified immediately.

n. **Level VI Consequences.**

First Offense – Suspension 1-3 days pending further administrative action (recommendation for expulsion) at the discretion of the Principal. Project Aware will be utilized as much as possible in situations as those listed below.

o. **Situations Greater Defined.**

i. **Weapons**. Any student found in possession of/or transporting a weapon during school hours to and from school function, activity, or event whether or not held on school grounds will immediately be reported to the local/state police and presented to the Board for formal expulsion hearing proceedings. Weapons include any implement or homemade weapon for the infliction of serious bodily injury, which serves no common lawful purpose. This could include rubber bands and paper clips.

The term weapon shall include but not limited to: ammunition, any loaded or unloaded firearm (including, but not limited to rifles, shotguns, pistols, zip guns, pellet guns, B.B. guns, and lookalike firearms), any explosive, pyrotechnics or incendiary device of any kind, such as smoke bombs, firecrackers etc., any bowie knife, hunting knife, dirk knife, lock blade knife, or any other similar knife, razors or cutting instruments, pipes, clubs, brass knuckles, tasers, nun-chuck s ticks, and chemical agents such as mace, pepper gas, etc.

ii. **Possession**. Being on the person of the student, in the student's locker, or otherwise under his/her control.

iii. **Other**. Any other major act of misconduct which seriously disrupts the orderly operation of the school, program, or any school activity or transportation services which threatens the health, safety, or property of self or of others or behavior not specifically described about which substantially disrupts the orderly conduct of school, school function, or extracurricular activity.

q. **Intervention Programs Provided.**

i. Project Aware individual or group meetings for student and parent;
ii. Bully Intervention may be required according to bullying policy and procedure;
iii. Life Skills associated with frequent behavioral violations (repeated insubordinate matters, repeated misconduct related to infractions);
iv. Drug & Alcohol Education; and/or
v. Gang Awareness.

Note: All aspects of training may be personalized and require more than one session. Sessions are engaging and require student participation. Failure of the student to contribute during the training may result in repeating the session or for the student to complete original consequence (remaining days of suspension or detention). These trainings should be carried out during scheduled detention or as needed to accommodate parent/guardian participation. Student and parent/guardian should be sure to sign in and out of training.

10. DUE PROCESS

Every student is entitled to due process in every instance of disciplinary action for alleged violation of school regulations.

a. **General Hearing Procedures.** Hearings before the Superintendent shall be held only in cases of suspension longer than 10 school days or expulsion. A hearing shall be held within ten (10) calendar days of the date of the incident unless the school shows good cause for scheduling the hearing at a later time.

i. Notification of hearing: Written notice of the hearing date, time, place, and procedural hearing rights will be made to the student and the student's parent or legal guardian at least five (5) days prior to the hearing.

ii. Right to a fair and impartial hearing:
a) Participants at the hearing shall be limited to involved parties.
b) All hearings shall be closed to the public. The school has the right to sequester witnesses.
c) The Superintendent shall designate a panel to include the three (3) employees appointed by the Superintendent for all hearings required under this section, preferably not from the same school (elementary, middle, high).
d) Right to counsel: The student and the student's parent or legal guardian may be represented by a personal representative or an attorney of her/his choosing at the student's own expense. At all times during the hearing, the student has the right to have her/his parent(s) or their designee present.
e) Right to cross-examine: The student has the right to confront and cross-examine any witness(es) against her/him and to produce

witness(es) on her/his behalf. The school will not allow another student to be a witness against the student without the permission of that student's parent or legal guardian. The school will make every effort to protect any student who is a witness from any adverse actions against him/her because of testifying against the student. No student will be compelled to testify against herself/himself. The school reserves the right to protect student witnesses from harsh, threatening, or intimidating cross-examination.

f) The student and/or her/his parent(s)/legal guardian or legal counselor must be given enough time to examine all the evidence to be used against her/him to allow him/her to adequately prepare for defense. If the student and/or her/his parent(s)/legal guardian or legal counsel feel they have not had enough time to properly prepare a defense, the hearing panel Chairperson may grant a reasonable postponement.

g) The hearing panel may issue an oral decision at the end of the hearing, or it may choose to issue a written decision, which must be provided to the student and the student's parent or legal guardian within three (3) calendar days of the end of the hearing. Its decision shall constitute a final decision of the hearing panel.

h) Unless there is death in the immediate family, illness or serious injury of the student, if the student and the student's parent or legal guardian fails to appear at a hearing on the appointed date, s/he forfeits by default and the Principal's recommendation for expulsion will become effective.

i) Record of the hearing: Upon written request, the student and her/his parent(s)/legal guardian or legal counsel must be provided with an accurate transcription of the hearing; including, written finding of fact and conclusions in the case. In case of an appeal, an accurate record must be furnished to the Superintendent's office. Hearing records will be maintained for one (1) year.

iii. Right to appeal:

a) If the student and the student's parent or legal guardian are dissatisfied with the decision of the Hearing Panel, or if the case involves an expulsion, the parent/legal guardian may appeal to the School Board. Expulsion cases may be heard by the Board directly without a hearing panel proceeding if requested by the parent/legal guardian. An appeal must be requested in writing to the Superintendent within five (5) calendar days of the date of the decision of the hearing panel or the student and the student's parent or legal guardian waive their right to appeal. An appeal hearing must be held within ten (10) calendar days of the appeal request.

b) The School Board shall not hear any new evidence or receive any new documents if a hearing panel has issued a decision but must make its decision based upon the record established by the Superintendent, including, but not limited to all of the files and

documents considered by the hearing panel, unless there is new evidence or witnesses unavailable at the time of the hearing panel.

c) The student and the student's parent or legal guardian may be represented by a personal representative or an attorney of her/his choosing at their own expense. The student and the student's parent or legal guardian must argue that the decision of the Superintendent was legally or procedurally flawed, and not argue or present new evidence. The Crazy Horse School shall be represented by the Crazy Horse School attorney.

d) The School Board shall issue an oral decision at the end of the appeal hearing, or it may choose to issue a written decision, which must be provided to the student and the student's parent or legal guardian within three (3) calendar days of the end of the hearing. The decision of the School Board shall be final.

e) Unless there is death in the immediate family, illness, or serious injury of the student, if the student and the student's parent or legal guardian fails to appear at an appeal hearing on the appointed date, s/he forfeits by default and the decision of the hearing panel stands.

vi. If the student is found not guilty of the charge(s) against her/him, all allegations of misconduct and any information pertaining thereto will be expunged from the student school record.

11. EXPULSION

a. **Immediate Expulsion Misconduct Defined.** A behavior which **may** result in a student(s) immediate suspension and expulsion from school include, but is not limited to:

i. Behavior that shall cause bodily injury/assault to any other student or staff member at the Crazy Horse School.

ii. Carrying weapons that could inflect bodily injury, making threats of bodily injury, inflicting bodily injury through the use of a weapon or object that could cause serious bodily injury.

iii. Any behavior that promotes gang violence including gang colors, gang activity.

iv. Selling, distribution, possession, manufacture, or use of alcohol or drugs.

v. Habitual disobedience. The maximum number of behavioral incidents resulting in detention or more serious consequences will not exceed 20 a school year. When the student reaches the 20th incident, he/she may be recommended for expulsion to the Crazy Horse School Board of Education.

b. **Expulsion Procedures.** In all disciplinary actions that may result in a recommendation for expulsion, the Principal will:

i. Immediately suspend the student from school until the hearing which will

be set with the scheduled board meeting timeframe.

ii. Give the accused student and the student's parent or legal guardian written notice of the charge(s) against the student and the nature of the evidence supporting the charge(s). All requests for expulsion hearings will be determined through principal's office, in consultation with the Dean of Students.

iii. Inform the student and the student's parent(s) or legal guardian of the date, time, and place of expulsion hearing before the CHS Board, no less than 48 hours before the hearing. The hearing shall be scheduled within five (5) days from the date of the notice of expulsion, unless there is good cause by the CHS Board for an extension of time. Failure of the student and the student's parent or legal guardian to appear for the scheduled hearing at the scheduled time, time and place effectively waives the right for any further hearing and the expulsion shall become final.

iv. There shall be no appeal of the CHS Board's decision regarding an expulsion. It is a final decision of CHS.

v. Through established procedures outlined in this section, a student may be expelled from school for conduct that disrupts the educational process or endangers the health or safety of the student, her/his classmates, or school personnel. Any student found on CHS property with a weapon of any kind, including but not limited to knives, guns, or explosives, may be immediately removed from school. A student who has been expelled for a weapons violation will be expelled for not less than one semester or trimester from the date of the expulsion, and must complete a re-admission threat assessment and evaluation, and complete any recommended counseling. The School Board may modify a weapon-related expulsion on a case-by-case basis.

vi. The School Board shall issue its decision in writing. If the School Board decides not to expel a student, the School Board may place conditions on the re-admittance following the suspension from school including but not limited to:

a) A Behavior Plan;
b) No further violations of school rules;
c) Mandatory student counseling;
d) Mandatory Family counseling;
e) Mandatory psychological evaluation to assess threat level; and/or
f) Mandatory completion by the student of alcohol or drug counseling, rehabilitation programming or assessment.

12. IN-SCHOOL SUSPENSIONS

Student violations of minor rules or major school rules may result in students attending the in-school suspension program and following the procedures as defined by the respective school building handbook. This is only applicable if ISS is an available option.

13. DETENTION OF STUDENTS

Students (K-12) may be detained by their teacher(s) only when a definite and productive purpose is achieved through its use or as a result for a major or minor rule infraction. This section of the detention policy is only applicable if Crazy Horse School has a detention program available.

Automatic Detention: A student may receive automatic detention for cursing at a teacher, using any display of force towards students or staff, leaving a classroom without permission, or breaking any extra expectation set by a teacher. Automatic detentions may also be assigned to a student by any staff member for inappropriate conduct in the halls, before school, or any time on campus.

Academic Detention: Teachers may require students to serve academic detentions based on their own classroom expectations. For example, if a teacher tells their class they may not fall more than three homework assignments behind in class and a student repeatedly comes unprepared, the teacher would be allowed to hold that student for academic detention until they are caught up.

Any teacher who wishes to detain a student after school must notify the Principal. The Principal's Office must notify the parents/guardians prior to detention and arrange any necessary travel arrangements. After school detention shall be applied equitably to all students. School transportation will be used to transport them home when the activity bus leaves. Lunch detention may be assigned without notification to the parent. In the middle and high schools, three tardies in one day will result in lunchtime detention of thirty (30) minutes. For each additional tardy in the same day, fifteen minutes will be added to the detention time.

14. IN THE CLASSROOM DISCIPLINE

During a class period, students are expected to follow the CHS School-Wide expectations:

a. Be present
b. Be prepared for class
c. Respect yourself, your classmates, teachers, and school
d. Keep hands, feet and objects to yourself
e. Always work diligently
f. Follow directions the first time
g. No gum or seeds
h. No hats or hoods
i. Speak with honor: no profanity in classrooms

The high school, middle school, and elementary school Principals will establish policies for in classroom progressive discipline.

15. CORPORAL PUNISHMENT AND CHILD PROTECTION

The use of corporal punishment is not permitted at any time at Crazy Horse School. Corporal Punishment: Physical punishment as distinguished from pecuniary punishment or a fine; any kind of punishment of or inflicted on the body.

Child Protection: Public Law 101-630, "The Indian Child Protection and Family Violence Prevention" require that Tribes and Tribal Organizations (Grant Schools) report incidents or suspected incidences of child abuse and neglect which have occurred, which are occurring, or which may occur, to local law enforcement, the local child protection services agency, or the child abuse hotline. (no later than 24 hours from the time the incident is brought to their attention.)

a. **Student Physical Restraint Policy.** When a student poses an immediate and substantial risk to themselves or others, teachers, school administrators, staff members, and bus drivers may use only limited physical force that is both reasonable under the circumstances and necessary to protect the health and safety of the student who poses a risk to themselves or others.

b. **Prohibited Forms of Physical Restraint.**

   i. **Prone Restraint.** Prone Restraint is defined as physical pressure applied to any part of the student's body to keep the student in a face down position on the floor or other surface. The use of prone restraint is prohibited except when its use is necessary to protect the health and safety of the student or others, no other action would achieve protection of the health and safety of the students and others, and its use is reasonable in manner and moderate in degree.

   ii. **Involuntary Confinement/Isolation/Seclusion.** Involuntary confinement is defined as locking a student in any space, regardless of its size, for the purpose of isolating or secluding the student. Involuntary confinement is prohibited unless necessary to protect the student or others from a clear and present danger. Involuntary confinement will be rare in frequency and limited only to the duration necessary to protect the student or others. Involuntary confinement, isolation, or seclusion is not permitted as a means of discipline.

c. **Parent Notification Procedure.** Whenever any employee of the School exercises any form of physical restraint on a student, the following actions must be taken by the School:

   i. The employee must report the incident to the School Principal immediately following the use of physical restraint on the student.

   ii. The School Principal shall obtain a written statement from the employee documenting the circumstances and events leading up to the use of physical restraint upon the student and why the employee's use of physical restraint was necessary to protect the student or others from an immediate and

substantial risk to the health or safety of the student or others.

iii. The School Principal shall notify the Superintendent of the use of physical restraint immediately after obtaining the written statement from the school employee.

iv. The Superintendent or the School Principal shall notify the student's legal guardian of the use of physical restraint upon the student as soon as is practicable after the incident.

16. INVESTIGATIONS AND SEARCHES

The School may notify parent(s)/legal guardian(s) of any pending searches or interrogations of students by school officials, to permit their involvement, unless such search is necessary for the immediate safety of staff and students, based upon a reasonable suspicion that a student is in possession of a weapon or contraband.

Students have the right to privacy and security against arbitrary invasion of their personal property by school officials. However, the School has an interest in ensuring the health and safety of its students that must be balanced against students' expectations of privacy. This Policy is intended to balance the students' expectations of privacy against the School's interests in the safety of its students and personnel. The School may conduct searches of student personal property when necessary to protect the health and safety of students and personnel. The School Board has determined that the number of weapons found in student personal property in the School, including knives, in the past year has resulted in a real and serious threat to the health and safety of students and personnel that warrants additional student screening procedures upon entry to the School.

To address this threat, the School will conduct random searches of student backpacks and bags upon entry to the School grounds and after exiting and re-entering the School building. The School may also install a metal detector at the entry doors to the School for the purpose of preventing the presence of weapons in the School and require all students to clear the metal detector. Any student who does not clear the metal detector will be required to search of their personal property and person prior to entry. Students and parents are notified with the adoption of this Policy that the School will conduct random searches upon entry to the building to mitigate the serious and real risk posed by the presence of weapons in the school.

Staff may also search personal property when there is evidence of violation of school policy or the law, or a threat to the health and safety of students, based upon a reasonable suspicion that drugs, alcohol, or weapons are present in a student's personal property. Staff have the right to examine any personal property left unattended on school grounds and such activity does not constitute a search.

Daily random pat down searches of students are prohibited, Pat down searches may be conducted in the event there is reasonable suspicion of violation of school policy or the law to support the search or when an emergency situation warrants such search when a school

official, a teacher, or staff member has reasonable suspicion that the student has violated the law or school policy.

School desks and lockers and other equipment is the property of the school, and the school does not require permission to search lockers and desks, as there is no expectation of privacy. The school must maintain an atmosphere conducive to the pursuit of educational goals. Lockers are the property of Crazy Horse School and may be opened, or other searches conducted, including canine searches, by the respective Principal or their designee and one member of the professional staff. The student to whom the locker is issued by the school should be present if possible.

School administrators, teachers, and other employees have the right to question students regarding their conduct and/or the conduct of others.

In order to maintain a safe and positive learning environment in the school, any student suspected of being intoxicated, under the influence of illegal substances, and/or in possession of illegal substances or contraband may be searched by school officials, including personal items such as bags, purses, etc.

The School Superintendent shall distribute a copy of this Policy to all legal guardians or parents of students at the beginning of the School Year, and to all new students and their parent or legal guardian to the School. A copy of this Policy shall be posted at the Main entrance to the School.

17. STUDENT DRUG TESTING

Student drug testing is allowable with reasonable suspicion, which includes but is not limited to violent or erratic behavior of the student.

The information contained in the Crazy Horse School policy guide shall be clarified and expanded upon in the student handbook, which shall be approved yearly by the Crazy Horse School Board.

18. STUDENT INVOLVEMENT IN DECISION MAKING

The Board believes students should be given a role in developing the procedures and rules and regulations which affect them and shall consider student opinions in these areas. Student participation in decision-making is part of the educational process. Students are welcome at Board meetings and will be granted the same privilege of speaking extended to the general public.

19. COMPLAINTS AND GRIEVANCES

There may be times when students or parents have a grievance about the Crazy Horse School. Such grievances are separate from student discipline procedures. The purpose of this grievance procedure is to resolve complaint(s) from student(s) and/or her/his parent(s)

informally within the framework of the Crazy Horse School and to ensure fairness and justice to all.

Any student and/or her/his parent(s) who feel s/he has been discriminated against, believes her/his rights have been violated; or, has any other grievance(s) concerning school affairs or administrative decisions, may report said grievance(s) in the following manner:

a. A signed written grievance shall be reported to the respective Principal within three (3) school days of the incident.

b. The Principal must complete her/his efforts to resolve the grievance within five (5) school days of the date of the grievance.
   i. S/he shall meet with all involved parties to discuss the issue(s).
   ii. S/he shall keep a written record of her/his activities and findings.
   iii. S/he shall provide a written response to the issues with her/his decision.

c. If the Principal is unable to resolve the issue, the grievance may be brought by a parent, legal guardian, and/or student to the Superintendent within three (3) school days. The Superintendent will follow the procedures outlined in step 2 above.

d. If the Superintendent is unable to resolve the issue, the grievance may be brought by a parent, legal guardian, and/or student to the School Board within three (3) school days. The School Board will hear the grievance at the next CHS Board meeting unless the Board shows good cause for a continuance and render a written decision to the complainant within a reasonable time.

20. DEMONSTRATIONS AND STRIKES

The Board will not tolerate any disruption of the rights of students to attend school. Violence, vandalism and/or seizure of any area of school property or any other method of disruption violates this right.

4.11 HEALTH AND SAFETY POLICIES.

PHYSICAL EXAMINATIONS, REFERRALS AND ASSESSMENTS

The Board shall provide a confidential voluntary health and developmental screening program organized for students in the areas of vision, speech, hearing, and dental. Students are not required to undergo a physical or medical examination or treatment if the student's parent(s) notify the Principal in writing that s/he objects to physical or medical examination or treatment. However, if a student declines a physical examination, that student shall not be allowed to participate in athletic activities or extra-curricular activities.

The local school leadership will employ a minimum of one (1) Counselor for grade PreK-8 students and one (1) Counselor for grade 9-12 students. The school is responsible for providing or referring students to receive adequate counseling services. All counselors

shall meet appropriate Tribal, Federal, and State qualifications.

The local school leadership will have policies to address age-appropriate student support that include a process for referrals and student assessments.

The school will either provide for policies that address provision of student health services during the school day or will maintain on staff a School Nurse who possesses qualifications as prescribed by the OST educational code or other accrediting agency as well as any qualifications established by local school leadership.

2. INOCULATIONS

a. The parent(s) of each child admitted to school shall present certification from a licensed physician or authorized representative of the Indian Health Service that the child has been immunized against poliomyelitis, diphtheria, pertussis, rubeola, rubella, mumps, hepatitis B, Chicken Pox, and varicella and tetanus. Any student entering the sixth grade, or who is older than eleven years old is required to be immunized with one dose of Tdap vaccine (tetanus, diphtheria, pertussis), and one dose of MCV4 vaccine (meningococcal ACYW) beginning in the FY 2016-2017 School Year. If a child is 10 years old when entering the 6th grade, they have 45 days after their 11th birthday to be vaccinated.

b. **Athletics and Extra-Curricular Activities.** Students who attend CHS who participate in any athletic program will be required to follow the guidelines set forth by CHS, including health, attendance, and eligibility requirements for activities. Students ages 12 and older are required to show proof of COVID-19 vaccination as a condition of participation. The requirement for a COVID-19 vaccination is effective for the 2021-2022 School Year. All students 12 and older are required to provide proof of vaccination to the Principal's Office. A copy of the vaccination record will be maintained as part of the student's health records.

i. Any student 12 years or older who has been advised by a health care professional not to receive a vaccine due to an underlying health condition and a risk presented from the vaccine to the student's health, may file a written request for a reasonable accommodation with the Principal's Office. The student shall file the request, along with a statement from a health care professional that the student has been advised not to receive the vaccine due to a risk posed to the health of the student.

ii. The Superintendent, in consultation with the Principal, will determine whether a reasonable accommodation can be granted based on a case-by-case evaluation of whether the student can perform the essential job functions, the risk to the health and safety of staff and students of granting the accommodation, and the financial and institutional impact of granting an accommodation. Unless granting the exemption would pose a significant difficulty or expense to the School, an accommodation will be granted. A

student whose request for an accommodation is denied may file a written appeal of the Superintendent's decision with the Principal's Office within five (5) days of the denial in writing. The School Board will review the appeal in writing and decide on the appeal based on the written record on file. No in person hearing shall be held on such appeals.

iii. Any student who has a spiritual/religious objection to vaccination based on a sincerely held spiritual/religious belief, observance, or practice, may file a request for a spiritual/religious exemption in writing with the Principal's Office. Based on the information provided in the request for religious exemption, the Principal will determine if granting an exemption would pose an undue hardship on school operations on a case by case basis. Unless granting the exemption would pose an undue hardship on School operations, the exemptions will be granted. A student whose request for accommodations is denied may file a written appeal of the Superintendent's decision with the Principal's Office within five (5) days of the denial in writing. The School Board will review the appeal in writing and decide on the appeal based on the written record on file. No in person hearing shall be held on such appeals.

3. COMMUNICABLE DISEASES

a. The health and safety of students and employees will be the primary consideration in handling communicable diseases. CHS recognizes its responsibility in preserving safety, protecting the general welfare, and promoting the physical, mental, and emotional health of students and employees. Decisions regarding an infected student's ability to attend CHS will, at all times, be based on whether the student poses a direct threat to the health and safety of the CHS community.

When practicable, CHS will make reasonable accommodations for infected students if such accommodations eliminate any direct threat posed by the communicable disease at issue.

b. **Student Attendance.** Students infected with communicable diseases have a right to education. CHS will not prohibit students infected with communicable diseases from attending class so long as the student's communicable disease does not pose a direct threat to the health and safety of the CHS community. CHS will afford such students with reasonable accommodations if practical. Under certain circumstances involving students with chronic communicable diseases which pose a direct threat to the health and safety of the CHS community, students may be removed from class until an individualized education plan can be developed that is in accordance with the Individuals with Disabilities Education Act ("IDEA") and its regulations. In addition, the Principals may require an Individualized Health Plan to be developed and in place for a student prior to readmission to the school. The Individualized Health Plan shall be developed by a Team including the Principal, one teacher, and the parents/guardians to address the health condition. Absences resulting from a communicable disease are excused absences for medical reasons.

If the School determines that a parent/guardian is unable or unwilling to address a chronic health condition, the school may be required to report the case to the Tribal Health Department and/or Oglala Sioux Tribe Child Protection Services to assist the family.

c. **Nondiscrimination.** CHS shall not discriminate against any student on the basis of a communicable disease. CHS is committed to providing a learning environment free of discrimination. CHS staff will, at all times, maintain an atmosphere of respect. Under no circumstances will harassment based on an individual's health status be tolerated. This includes persons with a communicable disease, perceived as being infected with a communicable disease, or student's family members' actual or perceived infection from a communicable disease. However, nothing in this Policy shall be construed as limiting CHS' ability to take action which protects the health and safety of others so long as such actions are in accordance with IDEA and its regulations.

d. **Confidentiality.** In recognition that an individual's health status is personal and private, CHS shall handle information regarding students with suspected or confirmed communicable disease in accordance with all applicable laws regarding confidentiality of student health records, including the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be placed in a locked and secure location and shall only be accessible to CHS management personnel who have a legitimate work-related need to know, such as emergency medical personnel. Unlawful disclosure of confidential health records will result in immediate disciplinary measures, up to and including termination.

e. **Direct Threat and Accommodation Determinations.** The determination of whether a communicable disease poses a direct threat to the health and safety of the CHS community, as well as determinations regarding reasonable accommodations, shall be made by the Principal in consultation with the Superintendent, the Tribal Health Department, Indian Health Services, CHS legal counsel, and available medical evidence. Students who are determined to have a communicable disease which poses a direct threat which cannot be reasonably accommodated pursuant to this policy may appeal such determination. Such appeals shall be conducted pursuant to Section 4.16 of this Policy.

f. **Infection Control Guidelines.** CHS has established the following infection control guidelines applicable to students for the purpose of protecting the health and safety of the CHS community. These guidelines will be maintained and implemented in cooperation with the Tribal Health Department and Indian Health Services.

   i. Any person who knows or suspects that an individual has a communicable disease or otherwise believes that there has been an incidence of exposure to a communicable disease shall report the information to the Principal. It is improper for any student who has actual knowledge or reasonable grounds to suspect that he/she is infected with a communicable disease to

willfully expose or infect another with such a disease or to knowingly perform an act or engage in conduct which exposes or infects another person with such a disease. If the Principal has received information that an employee or student is afflicted with a communicable disease which may pose a direct threat to health and safety, he/she will confer with the parent/guardian to assess the situation. The Principal may direct the parent/guardian to obtain a health examination of the student in order to ensure that the health and safety of the CHS community is protected.

ii. If possible, all students who have open sores or other physical conditions by which others may be infected are required to refrain from direct contact with others and refrain from handling equipment until the condition is resolved. Any such physical conditions that can be covered with adhesive bandages that repel water and are designed to prevent potentially infections material from being shed must be used.

iii. If the communicable disease at issue poses a direct risk to the health and safety of students and staff and/or there has been possible exposure, the Principal will make a report to the Tribal Health Department as soon as possible.

iv. In cooperation with the Tribal Health Department, the Principal shall notify employees, students, and others of their possible exposure to the communicable disease. The notice will include a fact sheet or similar information on possible communicable disease exposure.

v. If an employee/student is suspected of having a communicable disease that could be detrimental to their health or the health of others in the school environment, that individual may be sent home until his or her communicable disease no longer poses a direct threat or until the disease can be reasonably accommodated. Such determinations shall be made in accordance with this policy.

vi. In cooperation with the Tribal Health Department, the Principal will determine when a student/employee may be readmitted. As a condition of continued or renewed re-admittance, CHS may require a statement from a student/employee's physician stating that the student is in suitable condition to attend school.

vii. No child having a contagious or infectious disease or living in a house where such disease or condition exists may attend school until permitted to do so by the school principal after consulting with Indian Health Service or the Tribal Health Department. Head lice are considered a communicable disease for purposes of this section, and the student may attend school when permitted by the school nurse and respective principal.

Head lice cases shall be managed in accordance with South Dakota Department of Health guidance. Students may be treated on site by the School EMT using designated medical space adjacent to the nurse's office. Temporary exclusion shall be limited to medically necessary cases, and students shall not be excluded solely for the presence of nits. Parents shall be notified promptly and cases documented.

4. STUDENT HEALTH SERVICE – MEDICATION

Students shall not take medication, prescription, or other drugs while at school. Only the School EMT may administer medication of any kind with a properly filed Medication form. All medications are to be ordered by a physician or health care provider, and such medication will be supplied by the parent or legal guardian to the School EMT. The School will require documentation of any prescription medication (including all controlled substances) to be on file with the school and documentation of the dosages authorized from a prescribing health care provider. All prescription medication must be in the original container received from the prescribing health care provider.

5. STUDENT HEALTH SERVICE – ACCIDENTS AND ILLNESS

The school personnel shall provide emergency services in case of injury or sudden illness of a student. If the illness or injury appears serious, every effort will be made to contact the parent(s)/legal guardian(s) or family physician immediately. No student who is ill or injured will be sent home alone. Serious accidents to students shall be reported as soon as possible to the Principal. Emergency medical services shall be called for as necessary to ensure the health and safety of the student. Each parent/guardian shall be required as part of Admissions to sign consent to medical treatment for students which shall include at least two emergency contacts authorized to receive medical information about a student. Students shall not be transported home in case of injury or illness by CHS personnel, unless absolutely necessary on a case by case basis. Parents and guardians are expected to transport students in the case of illness or injury, except when CHS has determined immediate medical attention is required. In such case, CHS will make every effort to notify the parent/guardian but will not delay medical treatment awaiting contact with the parent/guardian. Any student with a temperature over 101 degrees, who is required to have stitches, suffers any head injury, or is vomiting is required to be picked up by the parent/guardian or designated family member authorized by the parent/guardian if authorization for CHS.

In the event of a student medical emergency, the building principal and Superintendent shall be notified immediately. All medical responses, communications, and student release decisions shall be documented in accordance with administrative procedures. Students that must be transported home due to illness shall be transported by two staff members, the driver and a CPR-trained staff member.

6. STUDENT SAFETY/SUPERVISION

Student safety shall be assured by close supervision of students in all school buildings, grounds, and off-site activities, through:

a. Maintaining a safe school environment;
b. Observation of safe practices on the part of school personnel and students;
c. Offering safety education to students;

d. Providing first-aid care for children in case of accident or sudden illness; and
e. Development of structures for supervisors of students and activities.

7. EMERGENCY DRILLS

The Facilities Manager shall conduct fire and disaster drills each school year according to the disaster plan adopted by the Board in accordance with the laws of the accrediting authority.

Refer to Section 7.07 School Operations – Bomb Threats, Tornado Plan, Fire Plan and Critical Incidents Procedures

8. DISMISSAL PRECAUTIONS

The following procedures shall be utilized for student dismissal to ensure they are released for proper reasons and to parents/guardians.

a. No student will be released from school or class(es) based on only a telephone call.
b. Children of estranged parents/guardians may be released only upon the written request of the parent whom the court holds directly responsible for the student and who is the person registered on the school record.

c. A parent/guardian must come to the respective school office to pick-up children in front of school personnel, and the parent must sign a sign-out sheet or register indicating the name, date, time, and reason for signing out the student.
d. Any student that leaves school grounds during the school day without signed permission from the Principal's Office will be reported immediately to Public Safety Officers to ensure the safety of each student. If determined that the student is truant, the truancy policy will apply.
e. Checking out of school: All students may be checked out of school by a guardian/parent unless that student is over the age of 18. The parent/guardian or student over the age of 18 must come to the secretary's office in each department and sign out with the secretary before permission is granted. A student who leaves campus without following these procedures will be subject to disciplinary action. Students will either be assigned or "excused" or "unexcused" based on the submitted documentation.

9. STUDENT SAFETY PATROLS

The school may organize a school safety patrol for the purpose of influencing and encouraging students to refrain from crossing public highways at points other than regular crossings and for directing students when and where to cross highways.

No liability shall be attached to any Board member or employee because of injuries sustained by a student by reason of operation and maintenance of a safety patrol. Identification and operation of a school safety patrol shall be in accordance with rules

prescribed by the Oglala Sioux Tribe - Public Safety Commission.

10. BICYCLE USE / SKATEBOARDS OR LONGBOARDS

The Board assumes no responsibility for theft, damage or accidents resulting from student use of bicycles on school premises. Students are not permitted to ride bicycles at any times on school premises and are not allowed to park or store bicycles on school grounds unless authorized by the respective Principal in writing. Skateboards or longboards are not permitted on school grounds unless the student receives written permission from the Principal.

11. AUTOMOBILE / MOTORCYCLE / ATV USE

The Board assumes no responsibility for damage, theft or accidents resulting from student driven automobiles, motorcycles, or ATVs on school premises or during the regular business day.

12. SCHOOL BUS SAFETY CODE

Students who have the opportunity to ride district school buses may do so as long as they display behavior that is reasonable and safe. Choosing to engage in unacceptable behavior will result in loss of bus service. The bus driver is responsible for the safety and discipline of students on the bus. The bus driver must inform the building Principal of any violation of this Policy by filling out and filing an Incident Report. The Bus Driver and Principal shall consult on the violation and the Principal will make a determination of the consequences for violation of the Policy, and inform the bus driver. The Principal shall ensure the parent/legal guardian is informed of any violation of this Policy. A suspension applies to all school owned vehicles unless otherwise designated by school officials.

The responsibility for student supervision by the school shall begin when the student boards the bus in the morning and is retained until the child leaves the bus at the end of the day; or until released to the parent/guardian in a manner consistent with guidelines on release of students.

Transportation of school related/nonrelated items: The following items are prohibited: guns, loaded or unloaded; gasoline cans, empty or full; animals or any other objects of a dangerous or objectionable nature. Crazy Horse School is not responsible for the damage and/or loss of personal items.

Assigned buses only: students are assigned to buses and bus stops. No change in either bus or stop is permitted without transportation department authorization. Temporary changes may be made by school administrators for authorized emergencies only. Failure to ride the assigned bus from the assigned bus stop may jeopardize the safety of students and may result in disciplinary action.

CLASS I OFFENSE:

a. Spitting;
b. Excessive noise;
c. Horseplay/mischief/distracting behavior;
d. Eating/drinking/littering on the bus;
e. Leaving seat/standing without permission from the driver;
f. Use of liquid containers in any form;
g. Profanity, verbal abuse, harassment, obscene gestures, or possession of unacceptable material;
h. Refusal to identify oneself;
i. Riding unassigned bus or using unassigned bus stop;
j. Opening window past safety line;
k. Riding or attempting to ride any bus during a bus suspension;
l. Disobedient to the driver/bus monitor;
m. Inappropriate cell phone use; and/or
n. Other offenses as reported by the driver or principal.

CLASS II OFFENSES:

a. Hanging out of windows;
b. Throwing/shooting of any object;
c. Bullying and/or physical aggression against any person;
d. Profanity/threats directed toward bus driver/monitor;
e. Possession/use of tobacco or any controlled substance;
f. Vandalism to bus (restitution will be made); Holding onto or attempting to hold onto any portion of the exterior of the bus or any "danger zone" infringement;
g. Lighting of matches, lighters, or any flammable object or substance;
h. Unauthorized entering or leaving bus through emergency door/tampering with bus equipment;
i. Possession or threat of weapons/explosives/flammables;
j. Other offenses as reported by the driver or principal;
k. Possession/use of laser pens or pointers; and/or
l. Any offense committed on any school vehicle outside of regular transportation to and from school (activity, field trip, shuttles).

CONSEQUENCES

(Driver has the authority to assign seats at any time.) The bus and the bus stop are extensions of the school day. Video cameras may be used on school buses.

	1st Offense	**2nd Offense**	**3rd Offense**	**4th Offense**
Class I	Parent/guardian contact and written notice of infraction and resolution. Warning or 1-5 days ISS/OSS	Parent/guardian contact and written notice of infraction and resolution. 1-10 days ISS/OSS	1. 5-10 day ISS/OSS 2. Possible loss of bus service 3. Parent/guardian &Principal meeting.	Loss of bus privileges for remainder of semester or school year
Class II	Parent/guardian contact and written notice of infraction and resolution. 5 days ISS/OSS	Parent/guardian contact and written notice of infraction and resolution. 10 days ISS/OSS	1. 10 days ISS/OSS 2. Possible loss of bus privileges 3. Parent/guardian & Principal meeting.	Loss of bus privileges for remainder of semester or school year

If the bus driver deems it necessary, law enforcement may be contacted to remove a student for behavior or actions that may endanger the driver or other students.

4.12 STUDENT ORGANIZATIONS

The Board encourages establishment of school organizations which shall be organized with the approval of the respective Principal. All funds generated by organizations or clubs will be deposited daily into individual custodial accounts through the Business Office with expenditures authorized by the sponsor.

1. STUDENT COUNCIL

We, the students of Crazy Horse School, in order to develop self-government and to further the interests of the school, do hereby establish and ordain this CONSTITUTION.

ARTICLE I -TITLE

The name of the organization under this Constitution shall be the Crazy Horse School Student Council.

ARTICLE II -OBJECTIVES

The objectives of the Student Council are:

a. To increase student responsibility,
b. To develop leaders through actual participation,
c. To encourage student participation in solving their own problems,
d. To promote school spirit and good morale in every phase of school life.

ARTICLE III –MEMBERSHIP.

Section I. The Student Council shall consist of officers and two class representatives.
Section II. Each student member on the Student Council will be entitled to vote.
Section III. A general meeting of the Student Council shall not exceed one per week.
Section IV. A quorum shall consist of two thirds of the members. A majority of those present is necessary to pass a measure.
Section V. It shall be the duty of the Student Council Advisor to see that all actions conform to existing laws, rules, and regulations.

ARTICLE IV – OFFICERS.

Section I. The officers of the Student Council and their duties shall be:

a. The President will preside at all meetings of the Student Council, call meetings, and act as ex-officio member of provisions of the constitution.
b. The Vice-president will take the place of the President in her/his absence and will fill that office in case it is declared vacant. The Secretary keeps the records of all officers, committees, and members, and does correspondence for the organization. All correspondence is approved by the Advisor.

c. The Treasurer keeps records of the collection and disbursement of funds and acts as a member of the Finance Committee.
d. Officers may be removed for non-participation.

ARTICLE V –QUALIFICATIONS.

Section I. Any Crazy Horse School student (in good academic, social standing) may run for office of President, Vice-President, Secretary, or Treasurer.

Section II. Two students from each class will be represented on the Student Council in addition to the officers.

ARTICLE VI – DUTIES.

Section I. The Student Council Executive Committee shall consist of the President, Vice-President, Secretary, Treasurer, and Advisor.

Section II. Each student member of the Student Council will have one vote.

Section III. The duties of the representative will be:

a. To insure the functioning of the student council.
b. To discuss matters of the student government.
c. To submit recommendations and proposals to the council.

ARTICLE VII – ELECTIONS.

Section I. Any student may run for any office. Elections will be held at the beginning of each school year.

2. STUDENT SOCIAL EVENTS

Providing students with appropriate social activities is beneficial to their overall development. These events may be on a school-wide basis or limited to a portion of the students in the school. All events shall be under the authority and supervision of the respective Principal/designee. Staff shall provide proper supervision with voluntary participation by parents and community members. Sponsors of activities are responsible for attaining funds, cleaning school facilities utilized for the activity, advertising, acquiring necessary law enforcement for monitoring, and other organizational and planning activities.

3. SCHOOL PARTIES

Students may participate in school parties. If you do not want your child to attend a school party for any reason, please inform the teacher and they will be excused. The school may have the following parties: Halloween, Christmas, Valentine's Day, and Easter.

Students may furnish nutritious treats for their classmates on their birthday and at the school parties. Teachers may also treat students on their birthday and at the school parties. The school discourages non-nutritious snacks (pop, candy, etc.).

4. STUDENT PERFORMANCES

Students will be encouraged to demonstrate their talents through exhibits, presentations, oratory, or other media. All performances will be scheduled through the Principal for authorization.

5. STUDENT VOLUNTEERS

To promote the concept and value of Generosity, students may participate in the design and implementation of community service activities in the school and community to demonstrate their competency and commitment to assisting the Lakota people. The Board encourages the use of student volunteers in the educational program and in useful community services. Student volunteers will be required to carry the additional workload without interfering with their academic achievement as coordinated by the respective Principal.

6. EMPLOYMENT OF STUDENTS

The Principals will actively pursue employment opportunities for students to assist their efforts toward economic independence and will promote development of student corporations and other entrepreneurial activities. All such activities will be structured in such a manner so as not to interrupt the learning process of students.

7. SOLICITATIONS

Solicitation for donations and contributions for student projects are restricted to drives sponsored by student organizations. All acquired funds must be submitted to the Business Office immediately. A written report on funds generated and distributed will be presented to the Crazy Horse School Board at the Finance meeting. All solicitation activities must be approved by the Superintendent and Business Manager.

Organizations wishing to distribute materials in connection with fund drives may do so with the written approval of the respective Principal and are to remove any handbills or fliers from the school buildings and grounds in a timely manner. The Principal shall ensure each person authorized to solicit donations and contributions is provided with a written authorization specifying the activity and the school contact information to provide to any and all donors. Any person or organization who is soliciting donations in the name of the School or a student activity without authorization of the School shall be reported to OST Public Safety Department for fraud.

8. STUDENT/COMMUNITY RELATIONS

The Board encourages the involvement of students and community members in activities that provide a positive image of students to community residents. Students are to perceive themselves as valuable members of the community in which they reside and will abide behaviors reflective of the basic Lakota Values.

4.13 ATHLETICS AND ACTIVITIES

1. INTRODUCTION

Through this Athletics/Activities Handbook we hope to accomplish the following:

a. Develop the guidelines which can be used to establish the foundation for a credible athletic program which can be enjoyed by the athletes and supported by the administration, staff, coaches, student body and community.

b. Provide rules and regulations where the student, parents/guardians, and community will be able to clearly understand what will be expected of him/her. Also, to provide clarity as to what the consequence will be for violations of those rules and regulations.

We believe that participating in high school athletic programs brings valuable life lessons. We think students can gain many positive characteristics as participants. Participation can be a rewarding experience. It can build confidence, increase discipline and teach teamwork. It can also teach the participants the values of winning and losing.

The participants can develop many positive characteristics which will help in their future lives. Along with these positive characteristics also comes responsibility on the part of the participant. The student should realize that certain guidelines and rules are expected of him/her from both the state activity association and the local school district. If the student expects to represent a school on the playing fields of competition, then he/she accepts this responsibility.

This Handbook shall reflect the Lakota values taught at the Crazy Horse School including:

a. Respect yourselves and your fellow man;
b. Wisdom to know what is the right thing to do;
c. Generosity means giving more of yourself than you receive; and
d. Courage to be able to defend your beliefs in the face of adversity.

2. PURPOSE STATEMENT

The mission of the Crazy Horse School ("CHS") Athletics and Activities has been organized to serve our student body by providing consistent, positive leadership through skill-building experiences. CHS is committed to ensuring that participation is safe, healthy, and equitable to enrich Lakota values by emphasizing academic achievement, sportsmanship and teamwork.

3. GOALS

The goal of the activities is to involve as many students as possible in one or more activities based on the availability of faculty, materials, facilities, and funds.

4. ATHLETICS & ACTIVITIES OFFERED AT CHS

a. **Athletics:**

i. Football (5-12)
ii. Volleyball (5-12)
iii. Boys/Girls Cross Country (5-12)
iv. Boys/Girls Basketball (4-12)
v. Cheerleading (5-12): Sideline Cheer (5-12) and Competitive Cheer (7-12)
vi. Boys/Girls Track (5-12)
vii. Boys/Girls Golf (5-12)

b. **Non-Athletic:**

i. Student Government (9-12)
ii. Prom Moderator (11)
iii. Drum Group (3-12)
iv. Talented and Gifted (~12)
v. National Jr. Honor Society (6-9)
vi. National Honor Society (10-12)
vii. Yearbook (6-12)
viii. Wanblee Wisdom (6-12) (Newsletter)
ix. Native Club (Song/Dance/Drum/Art/Language)
x. Rodeo Club

5. CLASSIFICATIONS AND ALIGNMENTS

Sport	Class	District	Region
Football	B		Region
Volleyball	B		Region
Cross Country	B		
Girls Basketball	B		Region
Track & Field	B		Region
Competitive Cheer	B		

6. POLICIES AND PROCEDURES

a. **Athletics & Activities Handbook**: All members of the CHS athletic and activities staff, and student body, must read through this Athletics and Activities Policies. All athletic and activity personnel and student athletes and activity participants must be willing to abide by the rules as they pertain to activities. A form signed by the student and their guardian stating they both understand and are willing to abide by these procedures must be on file before being allowed to participate. The Letter of Acceptance Form is attached to this Policy Manual as **Appendix 16**.

b. **SDHSAA Constitution and By-Laws**: It shall be the responsibility of each

coach/advisor to familiarize themselves with the constitution and by-laws of the South Dakota High School Activities Association of which we are a member. It is the Athletic Directors responsibility to ensure compliance with SDHSAA.

c. **Big Foot Conference Athletics Association**: It is the responsibility of each coach/advisor to know and understand the by-laws of the Big Foot Conference, to which CHS is a member. It is the Athletic Director's responsibility to ensure compliance with Big Foot Conference requirements and regulations.

d. **Sport/Activity General Information**: It shall be the responsibility of each coach/moderator to familiarize himself/herself with the general information, rules and regulations that pertain to their sport or activity. The Athletic Director will distribute an updated copy of this material to the head coach/moderator annually.

e. **Chain of Command**: All items involving athletics/activities should initially go through the Athletic Director. At CHS, the following chain of command will be in effect:

Assistant Coach/Advisor → Head Coach/Advisor → Athletic Director → High School Principal → Superintendent → School Board

f. **Profanity**: At no time shall the use of profanity by students, coaches, moderators, directors, or supervisors be allowed.

g. **4-8 Eligibility Requirements:** CHS students shall be eligible to participate in interscholastic activities as representatives of CHS if they meet the general requirements as established by the Big Foot Conference as follows:

i. **Divisions.** Age and gender appropriate divisions exist within each sport except football. All 8th grade and 14-year-old students must play on the A-team.

ii. **High School Competition.** Per the Big Foot Conference Athletic Association (BFCAA), any student athlete who competes on a high school level team at a high school level sporting event is ineligible in the same sport at the grade level for the remainder of the school year. A student athlete who has mad ethe decision to "move up" to high school competition may not play at the elementary level even if they are dismissed or voluntarily quit the high school team.

a) A Team. Student athletes in the 6th, 7th and 8th grades are eligible to play on the A Team.
b) B Team. Student athletes in the 5th, 6th and 7th grades who have not reached the age of 14 are eligible to play on B Team.
c) C Team. Student athletes who have not reached the age of 13 are eligible to play on the C Team. 4th graders can be used when there is not enough to make up a team.

d) Age. Any student 15 years or older before August 1st is ineligible for participation in any sport in the Big Foot Conference.

iii. Big Foot Conference rules and regulations do not apply to athletics that are non-competitive such as sideline cheer or performative sports.

iv. **Transfer Students.** Any student who transfers from one BFCAA school to another BFCAA school shall be ineligible for sports competition for ten (10) school days. A transfer student may participate in practices during the probationary period.

h. **9-12 Eligibility Requirements**: CHS students shall be eligible to participate in interscholastic activities as representatives of CHS if they meet the general requirements as established by SDHSAA as follows:

i. **Age.** The students must be under 20 years of age at the time of participation.

ii. **Enrollment.** The students must have enrolled not later than the sixteenth school day of the current semester.

a) **Current Semester.** The student shall be enrolled in an accredited high school attend a minimum of twenty hours of schoolwork per week during the current semester for which academic units are used in the issuance of a diploma.

Correspondence courses approved in advance by the school principal for which credits earned are used in the issuance of a high school diploma may count toward the twenty-hour academic eligibility requirement.

Note: twenty hours is the equivalent of four (4) full-time academic subjects for which the student earns 2.0 units of credit that will be used in the issuance of a diploma.

Units of credit and their equivalency in terms of hours are as follows:

- **One unit of credit is the equivalent of 10 hours**
- **One half unit of credit is the equivalent of 5 hours**
- **One fourth unit of credit is the equivalent of 2.5 hours**

b) Students who have been declared ineligible because of academic deficiencies from the previous semester may earn scholastic/academic eligibility by taking course work during summer school.

c) Beginning the ending of a semester for this subsection, the first semester shall be considered as ending on midnight of the day before the second semester begins and second semester shall be considered

as starting on the first day classes are held in said semester. The actual ending of the second semester of the school year, rather than the date of graduation exercises of diploma date, controls when eligibility terminates.

Note: eligibility is extended to all students, including graduating seniors, whenever the state track and field meet is held after the school year has been completed at the local level.
(See SDHSAA Athletic Handbook, SDHSAA Bylaws, Chapter 1, Part IV, Section 1 at https://www.sdhsaa.com/athletic-handbook/).

i. **CHS Eligibility Requirements**. Semester eligibility for Semester 1 (Fall Semester) will be determined pursuant to SDHSAA Guidelines for eligibility until weekly eligibility begins. Eligibility for Semester 2 (Spring Semester) will be based off on the previous Semester 1 grades until weekly eligibility begins. Weekly eligibility begins after two full weeks (4 school days) of school or the Monday following 10 school days, whichever comes first.

In addition to the SDHSAA requirements and BFCAA requirements, students in Grades 6-12 will be required to pass four (4) core classes in order to participate in CHS school activities; therefore, a student during a weekly period of grade check will not be eligible for participation if there is one failing grade in one of the following core classes: math, science, social studies, and language arts, (including credit recovery classes) a failing grade is an "F." However, this requirement may be met with non-core classes in certain circumstances, if approved in advance. Eligibility reports will be completed weekly and available on Mondays; the weekly eligibility reports will be given to the coach on a weekly basis.

Weekly eligibility is completed on Mondays by 1:00 p.m. (3:00 p.m. if there is a late start). Students will have the opportunity to improve their grades from failing to passing, grade changes that decline during the week will not impact that week's eligibility. Failing students will be required to complete an Eligibility Form if grades improve in order to participate in the school event.

Ineligible participants may practice for the week of ineligibility if they attend after-school tutoring when available.

The Athletic Director will encourage coach-teacher collaboration to provide adequate support to student athletes and activity participants in maintaining eligibility.

j. **Transfer Eligibility.** Transfer eligibility pertains to the eligibility of students that transfer from one school to another in-district, out-of-district, and open enrollment students. (See SDHSAA Athletic Handbook, SDHSAA Bylaws, Chapter II, Part 1, Section 1). See Athletic Director for the information that pertains to your student.

k. **Physicals**. The SDHSAA requires all students who plan to participate in high school interscholastic athletics to have on file in the school office a record of a physical examination performed by a duly licensed Doctor of Medicine, doctor of osteopathy, duly licensed physician's assistant, or nurse practitioner. **Annual physical examinations are REQUIRED of all students who plan to participate in high school interscholastic athletics.**

l. **Seventh and Eighth Grade Participants**. Students may participate on high school teams for high school contests provided they meet scholastic standards fully equivalent to those required for students in grade 9-12 by the SDHSAA and by the standards set by CHS regarding weekly eligibility.

Only eighth grade students are allowed at Sporting events that require overnight stays.

m. **Non-School Team/Individual Participation**. A student who is a member of a high school team may not participate in games, practices, tryouts, etc. For that particular sport during the "in-season" time period on an independent or non-high school team or as a member of any "all-star" team or completely unattached on an individual basis. (In-season is defined as that period of time starting with the first allowable practices and ending when a team or individual has been eliminated from further competition during the championship series of direct-region-state tournaments or meets).

Note: The penalty for violation of this by-law is loss of eligibility for the remainder of that sport season.

n. **Pre-Season Meeting.** Head coaches and advisors **<u>WILL</u>** meet with the Athletic Director before their season begins and discuss pertinent items to their sport/activity.

o. **Adult/Student Transportation Requests**. Transportation request forms must be turned into the Transportation Director and must accompany travel authorization. Transportation list requires an accurate list of students.

p. **Parent/Guardian Night**. This event is organized to recognize the parents/guardians and their support during the year. The date for each sport will be determined by the Head Coach and Athletic Director in the pre-season meeting.

q. **Rosters**. The current roster of your team must be submitted to the Athletic Director as soon as it is developed. The Athletic Director must be informed of all changes, drops, and additions to the roster. The Athletic Director and/or Coaches will provide rosters and game schedules (including changes) to MSHS/Elementary staff as soon as possible for attendance and planning purposes.

r. **Cancellations of School Due to Inclement Weather**. There will be no practices or competitions when school has been cancelled due to inclement weather.

s. **Sunday Practices**. Practice may be held on Sundays at the coach's discretion.

t. **Mandated Team Practices**. No SDHSAA member shall participate in an athletic contest, in any sport, unless the **TEAM** has had two full weeks of practice, including attending practice the day before an athletic contest.

Note: two full weeks of practice is interpreted to mean ten (10) practice days counting Monday through Saturday prior to the first contest. One full week of practice is interpreting to mean five (5) days counting Monday through Saturday prior to the first contest.

s. **Student Absences**. In order to participate in activities students must:

i. Be present and on time the day of the athletic or extracurricular activity is to take place.
ii. Not be under suspension for disciplinary or other reasons.
iii. Students that are in detention will not be allowed to leave for participation until 6:00PM or when detention obligations have been satisfied.
iv. Students are required to attend practice the day before the athletic or extracurricular activity.

t. **Students Returning from Away Events in Non-School Vehicles**. Students will be expected to ride home after an away event with the coach and team unless granted permission from their parent/guardian. This permission must be submitted in the form of a signed note or letter from the parent/guardian; students will only be released to the custody of a parent/guardian.

u. **Bus Conduct and Supervision While Traveling**. To and from an event or going home after practice; CHS athletes are expected to follow the same code of conduct expected during the school day. Supervision of the students to and from athletic events or activities is the responsibility of the coaches.

v. **Activity Buses**. Students participating in after school activities will be provided with a ride home on an activity bus at 6:00PM. Rides will also be provided after home contest for the participants only. Any activities (practice) lasting after 6:00PM, the coach will dictate the mode of transportation.

w. **Minimum Number of Participants Needed to Participate**. In order to participate in an athletic contest at CHS, students are expected to have been present at ten (10) team practices including attending practice the day before an athletic contest. For football, this includes two (2) practices with no pads, or contact. It is up to the coach to track individual practices and expect all participants in a game to have had ten (10) practices.

x. **Budget**. The Athletic Department budget will be determined on a yearly basis by the business office. Once determined it is the responsibility of the Athletic Director to track and maintain the overall budget, along with individual accounts for each sport or activity. The Athletic Director will determine if requested expenditures fit within the budget of the Athletic Department, and/or particular sport.

y. **Chaperone Ratio**. The ratio of students to coach/advisor/chaperones must not exceed ten (10) to one (1) for student travel. If so, the coach/advisor/chaperone must seek additional adult supervision. At least one adult approved by the Athletic Director, of the same gender as the student participants for an event including overnight trips. This can be the coach; if the coach is the opposite gender of the participants, a chaperone must be selected of the same sex as the students being chaperoned.

z. **Quitting.** Students will have to sit out two events after they quit a sport, whether that be for another sport or for the same sport they quit.

7. STUDENT CODE OF CONDUCT

The students at CHS are expected to follow the code of conduct outlined in the CHS Student Handbook. These expectations still apply while participating in extracurricular activities, with further positive behaviors expected:

a. Be respectful to yourself and others;
b. Be on time for school, classes, and practices;
c. Apply yourself and your potential to your course work;
d. Display a positive attitude;
e. Use appropriate respectful language;
f. Dress appropriately;
g. Expect your personal best, and the best out of your teammates. Strive for this goal through hard work, and positive behaviors; and
h. Practice good sportsmanship at all times, games and practice.

8. STUDENT MISCONDUCT

The use of drugs, alcohol, tobacco, nicotine or THC products, will not be tolerated by the CHS Athletics Department. Not only are these substances detrimental to training and preparation for athletics, their use violates CHS school policy and is against the law. The crimes of theft, the possession of weapons, and violence towards others will also not be tolerated at CHS.

9. CONSEQUENCES

All CHS students involved in athletics and activities will be subject to consequences set by CHS in the Policy Manual, Student Handbooks, Athletic/Activities Handbook, Behavioral

Matrix, and SDHSAA Constitution and Bylaws for violations of the school rules, and tribal, state, and federal laws.

a. The use or possession of alcohol, tobacco (including vaping), or any controlled substance will result in the following steps being followed (along with those listed in the Behavioral Matrix):

   i. **First Offense.** Ineligibility for a minimum of two SDHSAA sanctioned events. If two events do not occur within suspension time, then the student must wait until two of them take place. § 13-32-9.2.
   ii. **Second Offense.** Ineligibility for a minimum of six SDHSAA sanctioned events. If six events do not take place, the student must wait until the six activities take place. § 13-32-9.2.
   iii. **Third Offense.** the student shall lose eligibility for the next twelve SDHSAA sanctioned in which the student is a participant.
   iv. If, after the third or subsequent violations, the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, the student may be certified for reinstatement in SDHSAA activities after a minimum period of six weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

b. A participant who commits theft will carry the consequences listed in the Behavioral Matrix under the Level II Offenses and Consequences.

c. Any participant adjudicated, convicted, the subject of an informal adjustment or court-approved diversion program, or the subject of a suspended imposition of sentence or suspended adjudication of delinquency for possession, use, or distribution of controlled drugs or substances or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substances as prohibited by § 22-42-15, is ineligible to participate in any SDHSAA sanctioned events for one calendar year from the date of adjudication, conviction, diversion, or suspended imposition of sentence. Refer to **SDHSAA Handbook § 13-32-9 for further procedures.**

d. Protocol for reporting violations are as follows:
   Those violations which are violations of state and federal law are required to be reported to the local law enforcement authorities with assurances that staff has followed the notification protocol of chain of command, for confirmation of reporting:

   Assistant Coach/Advisor → Head Coach/Advisor → Athletic Director → High School Principal

   Note: Reporting will include if not able to make contact (verbal or in their presence) a text message, email, or voicemail message.

10. WEAPONS

In accordance with the CHS Student Handbook, Level VI Offenses, weapon use by CHS athletes will not be tolerated. Any athlete found to be in possession of a weapon will be subject to Level VI consequences pursuant to the Behavioral Matrix.

11. VIOLENCE

Any violent behaviors as outlined in the Behavioral Matrix will be dealt with on an individual basis by the Athletic Director, Principal, and Superintendent. The consequences will fit the severity of the behavior and will range from short-term suspensions to life-time ban from participating in extracurricular activities at CHS. This includes fighting and/or behavior during competition or while participating in any CHS activities.

12. SOCIAL MEDIA & BEHAVIOR

Inappropriate, disrespectful, or illegal behavior on social media can result in disciplinary action. This applies to coaches and students. Consequences for a violation of this policy will be suspension from one event per violation.

No social media pages may be created for teams representing, or affiliated with, or after school activities, for Crazy Horse School. All social media updates must go through official Crazy Horse School social media pages. Coaches/Advisors or students who do not use the appropriate channels to post to official Crazy Horse School social media pages may result in disciplinary action.

Messenger groups on Facebook Messenger are allowed for communication to students regarding official communications from the School related to a CHS activity. Other Messenger groups are not allowed – this prohibition does not include direct texting to students from CHS staff for legitimate school and/or activity purposes. Parent permission will be confirmed for CHS staff to contact students on Facebook Messenger and/or via text message for legitimate CHS purposes.

13. DETENTIONS

Detentions will be served for the day they are assigned. If this requires an athlete to miss a game, they will miss the game (unless granted a pass from the administrator). Students who receive detention and are forced to miss practice, will miss the next game as this will be counted as an unexcused absence. If an athlete receives a detention and skips it, the repercussions will still follow these guidelines.

14. UNEXCUSED ABSENCES

An unexcused absence is defined as missing a practice, game, or school without giving any prior notice or missing a game due to detention/in school suspension. Reasons warranting

an excused absence include, but are not limited to sickness, medical appointments, funerals, other emergencies, or individual situations. Excused absences must be approved by the coach if it is a game or practice and by an administrator if it is school that the student is absent from. Reversing an unexcused absence is up to the discretion of the Athletic Director and Administration. Unexcused absences will result in the following consequences:

a. Miss the next game; or
b. Removal from the team.

If at any time during the season there has been an act or series of act, that the coach feels warrants the removal of a player from a team it is the right of the coach to temporarily remove that player; with a written statement directed to the Athletic Director who will notify that student as well as the parent/guardian verbally and in writing of this suspension. Permanent removal of the student will be through the joint decision of the Athletic Director and Administration and supported by the Superintendent.

Note: Those participants that have missed ten (10) days or more school will not be allowed to participate in CHS athletics for the remainder of the semester.

15. OTHER DISCIPLINARY ISSUES

Any other behavioral issues not specifically covered already, will be dealt with on a case-by-case basis. The decision and consequences shall be followed in accordance with the Behavioral Matrix and the Athletic Handbook.

16. POOR SPORTSMANSHIP

The practice and/or display of poor sportsmanship will not be tolerated. This includes but is not limited to taunting, using profanity, engaging officials, engaging the opponent, or any other behaviors interpreted as being poor or negative in nature. It is the responsibility of the coach to monitor sportsmanship behaviors from the team. If poor sportsmanship is being displayed and the administration feels it is not being dealt with, it is the responsibility of the Athletic Director and Principal to meet the coach and players involved. If disciplinary action is necessary, it will be at the discretion of the coach, athletic director and principal (all circumstances are subject to the School Conduct and Discipline Policies and Behavioral Matrix).

17. DUAL SPORT ATHLETES

Dual sport athletes are expected to attend both practices if practices occur simultaneously. Coaches are expected to release students at 4:50 p.m. in the 3:45 p.m. – 6:00 p.m. after school activity session or split time in half if after school activity session time changes.

If coaches cannot agree on practice times, the Athletic Director may ask the dual sport athlete to choose one sport, with Administration approval of either the Principal or

Superintendent.

The Job Descriptions for Activity/Advisor; Assistant Coach; and Head Coach are attached as **Appendix 14** to this Policy Manual.

The Coach's Code of Conduct is attached as **Appendix 15** to this Policy Manual.

4.14 INTERNET AND SOCIAL MEDIA USE POLICY

By signing the Parent/Student handbook, students and their parents or guardians are agreeing to abide by the rules of the school's Technology Acceptable Use Policy and this Internet and Social Media Use Policy. This agreement ensures that the student will use the internet under the supervision of a staff member and only for educational purposes. Failure to adhere to this internet agreement or failure to abide by the computer usage rules outlined in the Acceptable Use Policy may result in loss of computer privileges and/or disciplinary action. Parents/Guardians will have access to the Student Information System and can access grades, attendance records, class assignments, and extra-curricular eligibility through any computer with internet capability. Parents/Guardians will be issued a username and password so they may access their student's information. Please contact the school for more information.

1. **Purpose**
   CHS 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 students' use of publicly available social media networks including: personal Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, Facebook, Twitter, Snap, Tiktok and any other social media. The School takes no position on students' decisions 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 classroom instruction time or on school equipment is prohibited. In addition, students must avoid posting any information or engaging in communications that violate tribal, state or federal laws, school policies, or which disrupt the educational environment or damage the reputation of the School.

2. **General Statement**
   CHS recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the School may provide password-protected social media tools and School-approved technologies for e-learning and encourages use of School tools for collaboration by employees. However, public social media networks, outside of those sponsored by the School, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Principal, or designee, and parental consent for student participation on social networks. The School may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

However, students are expected to avoid posting any information or engaging in communications that violate tribal, state or federal laws, school policies, or which disrupt the educational environment or damage the reputation of the School.

The line between professional and personal relationships is blurred within a social media context. Employees are not permitted to engage with CHS students in a social media context outside of CHS approved programs, unless the communication is approved by the School Principal.

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, Tiktok, Snap, 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

Because the School has responsibilities to protect the health and well-being of students, School requires students to observe the following rules when referring to the School, its students, programs, activities, employees, volunteers and communities on any social media networks:

a. A student's use of any social media network student's postings, displays, or communications on any social media network relating to other students, the school or employees must comply with tribal, state and federal laws, school policies, and must not disrupt the educational environment.
b. Students may not post on public social media networks during instruction hours without advance approval by the Principal.
c. Students shall not use obscene, profane, or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying on school grounds, during the school day, or at any school sponsored activity.
d. Students shall not use any School e-mail address for communications on public social media networks that have not been approved by the School.
e. Students may not disclose information on any social media network that is confidential school information, including but not limited to information concerning students and employees, or information that is protected by the Federal Educational Right to Privacy Act (FERPA), or any data privacy laws.
f. Students may not post images on any social media network of other students at CHS on school grounds or at school sponsored events without the student's consent, except

for images of students taken in the public arena, such as at sporting events or fine arts public performances.

g. Students are responsible for their posts in any social media group authorized as a CHS student activity site or page or group. CHS will monitor such groups for content.

5. **Enforcement.**
   Violation of this Social Media Policy will result in disciplinary action. Students 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, and for the content of anything posted on any social media network that violates this Policy.

4.15 TECHNOLOGY TOOLS ACCEPTABLE USE POLICY

CHS offers students, faculty, and administration access to its computer network and the Internet. In providing network and Internet service throughout the school, the goal is to facilitate access to resources, improve communication, and encourage innovation.

While our intent is to make Internet access available to further educational goals and objectives, staff and students may find ways to access other materials as well. Staff and students are responsible for ensuring that school technology is being used for educational purposes only. The school regards this access as a privilege, not a right. Account holders are expected to act in a responsible, ethical manner, and to abide by all applicable laws. (For any questions about proper educational usage, please contact the Technology Department).

4.16 CHS TECHNOLOGY AND COMMUNICATION RULES

The school's technology and communication tools are provided for staff and students for educational purposes. Students and staff should be aware of the following:

1. Access is a privilege - not a right.
2. Accessible DOES NOT mean acceptable
3. Access entails responsibility.

Individual users of the school's technology and communication tools are responsible for their behavior over those networks. It is expected that users will comply with the school's standards. CHS takes precautions to restrict access to objectionable material. However, it is not possible to have full control of access to resources and materials on the Internet due to the ever-changing nature of the Internet. We reserve the right to block content that negatively affects the academic performance or productivity of students and staff. Network administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Communications on the network are often public in nature and users should not expect that files stored on the school's servers will be private. Use of school technology for personal business is deemed unacceptable and will not be supported by the school. School staff members will model and guide students toward appropriate usage of school technology and communication tools. It is the teacher's responsibility to log off of their computers when they are no longer in their

field of sight. The use of electronic resources, technologies, and the internet must be in support of education and consistent with the educational goals, objectives, and priorities of CHS. Acceptable and appropriate use is an extension of the educator's responsibility in his/her classroom.

Inappropriate use includes, but is not limited to:

1. Social Media as defined in the Social Media Policy
2. Sending or displaying offensive messages or pictures
3. Use of personal technology devices
4. Using obscene language
5. Harassing, insulting or attacking others
6. Damaging or tampering with any technology or communication tools
7. Violating copyright laws
8. Attempt to discover or use another's login name or password or sharing passwords.
9. Trespassing in another's folders, work, or files
10. Intentionally wasting limited resources (Streaming non-¬-educational movies, music)
11. Employing the network for commercial purposes
12. Bypassing school Internet filters without authorization
13. Storing of movies or music
14. Allowing students to use a staff computer
15. Storing of software used primarily for hacking, eavesdropping, or network administration.
16. Unlawful or inappropriate use of flash drives or other storage devices.

Violations may result in loss of access to technology and communication tools as well as other disciplinary and/or legal action. If users identify a security issue, they are to report it to their onsite technology staff, security staff or building administration.

4.17 STUDENT INCENTIVES

Requests for Student Incentives shall be made to the appropriate Principal with supporting documentation, justification, and an identified and approved funding source. All incentives provided to students must receive prior administrative approval from the Business Manager, applicable Principal, and Superintendent prior to approval and distribution.

Section 5: Curriculum and Instruction

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5.01 PURPOSE STATEMENT

The Tasunke Witko Owayawa Tiospaye will inspire our Wakanyeja to develop to their full potential, individually and collectively, by combining Lakota Lifeways with global learnings.

STRATEGIES—We Will

- Embed Lakota thought, philosophy, and knowledge in all that we do.
- Empower the school tiospaye through education, support, and access to resources to foster a culture of wellbeing.
- Advocate for equity and organizational unity and seek partnerships to improve the student experience in education.
- Offer a wide variety of classes, creating a deeper connection for a willingness to learn.
- Communicate effectively with all our tiospaye, ospaye and oayte to provide the best for our wakanyeja.

5.02 BELIEFS

Wisdom (Wokśape), Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakȟaŋ), Patience (Wówačhiŋtȟaŋka), and Honesty (Woowothanja).

- Our wokanyeja are awaken
- Students thrive in a safe and nurturing environment
- Wolakota is essential to a thriving tiospaye
- Honoring our tiospaye and our indigenous knowledge, combined with contemporary learnings, creates a student who confidently walks in the world they create
- Being independent and critical thinkers is essential
- Transparency and honesty are essential for the tiospaye to build trust and foster relationships

5.03 GOALS

Goal #1: All children who are capable shall read independently by the third grade.

Goal #2: All students shall demonstrate growth in proficiency levels in Reading and Math annually.

Goal #3: Individual student attendance will improve annually with an end goal of 95% or higher.

Goal #4: All students shall have the opportunity to learn Lakota culture and language.

Goal #5: The School will improve enrollment, retention (80%), graduation, placement, and postsecondary success of students annually.

Goal #6: The School will improve community and parental/legal guardian participation annually with an end goal of 100% participation by parents/legal guardians.

5.04 LAKOTA LANGUAGE

The Board recognizes the importance of maintaining the Lakota language and an instructional opportunity shall be provided for students to ensure they are given the opportunity to be able to

speak, read and write the Lakota language. School leadership shall develop a Lakota culture, language and history program to be integrated in each grade.

The School's long-term vision is to develop graduates who demonstrate proficiency in speaking, listening, reading, and writing the Lakota language and who are prepared to earn the South Dakota Seal of Biliteracy.

The School shall establish a pathway whereby students entering ninth grade progress toward advanced Lakota language proficiency by graduation.

1. Strategic Goal

Crazy Horse School shall work toward creating a graduating cohort capable of earning the South Dakota Seal of Biliteracy and serving as future speakers, readers, writers, and advocates of the Lakota language. The preservation and advancement of the Lakota language shall remain a strategic priority of the School.

2. South Dakota Seal of Biliteracy

The School Board supports participation in the South Dakota Seal of Biliteracy Program and recognizes the value of bilingual and biliterate graduates. The School shall work toward formal implementation of the South Dakota Seal of Biliteracy program in accordance with guidance established by the South Dakota Department of Education.

The Building Principals shall develop an implementation plan and timeline for Board consideration. The School Board may designate a Seal of Biliteracy Coordinator to oversee implementation, student eligibility, reporting requirements, and program administration.

3. Lakota Language Program Expectations

The Lakota language curriculum shall include instruction in:

A. Speaking
B. Listening
C. Reading
D. Writing

Instruction shall be aligned to recognized proficiency standards and designed to support progressive language acquisition from elementary through high school. The School shall establish proficiency benchmarks at each grade level to measure student growth and achievement.

4. Student Outcomes

The Lakota Language Program shall strive to ensure that students:

A. Develop conversational proficiency in Lakota.
B. Demonstrate reading comprehension in Lakota.
C. Demonstrate written communication skills in Lakota.
D. Understand Lakota culture, history, values, and traditions through language instruction.
E. Progress toward advanced proficiency levels by graduation.

5. Accountability Measures

The School shall establish annual program goals and student proficiency benchmarks.
Student proficiency data shall be reviewed annually by administration and presented to the School Board. Principals and administrators shall monitor curriculum implementation and instructional effectiveness. The Superintendent shall provide annual reports regarding progress toward implementation of the South Dakota Seal of Biliteracy pathway.

5.05 CURRICULUM DEVELOPMENT

A committee consisting of Board, staff, student, parent/legal guardian and community representatives may be organized by the Superintendent at the end of each school year to investigate new curriculum ideas, develop improved programs, and to evaluate the results. Any such committee will meet on a regular basis, in a schedule approved by the Superintendent. The committee shall present its recommendations to the Board regarding curriculum changes. The Superintendent will ensure the curriculum is aligned and in accordance with tribal, federal, and state standards, and the standards of the accreditation agency.

All Education programs shall provide children with a learning environment which will enhance development, socially, intellectually, physically, and emotionally in a manner appropriate to their age and level of development.

School programs shall include those courses required by law as well as those established by the Board following the recommendation of the Superintendent. Adequate resources shall be allocated to support the design and implementation of curriculum development in compliance with the laws of the OST. The CHS curriculum shall be reviewed at least every two years.

By the start of the 2024-25 School Year CHS shall incorporate the following learning areas into their elementary education program:

A. Communication/language arts
B. Mathematics
C. Science
D. Social science including tribal government and Fort Laramie Treaty. (Ordinance 18-13)
E. Creative arts
F. Physical education/health.
G. Lakota language, culture, and history
H. Life skills and social-emotional learning programs

By the start of the 2024-25 School Year CHS shall incorporate the following learning areas into their junior high/middle school curriculum:

A. Communications/language arts
B. Mathematics
C. Sciences
D. Social science (including tribal government and the Fort Laramie treaty)
E. Fine arts
F. Applied arts
G. Physical education/health
H. Life skills and social-emotional learning programs
I. Specialized courses

J. Student activities
K. Technology

Junior High/Middle school curriculum shall undergo an annual evaluation to ensure that adequate resources are dedicated to the use of an effective, high-quality curriculum prior to the start of the following school year.

High school curriculum shall be effective and high-quality programming that is suitable to meet the needs, goals, abilities and interests of high school students and provide for post-secondary quality of life needs beyond high school.

The local school leadership will approve the development, documentation implementation and monitoring of a local school system Curriculum Guide, with such guide to include:

a) Educational activities are designed to provide for the cultural, social, emotional, physical, mental, professional, and creative development of students.
b) Activities which are reflective of, integrate learning in and awareness of Lakota society and other societies and cultures.
c) Development which incorporates those priorities as established in the School Philosophy, and the Student Outcomes as developed by the local school system.
d) A process for evaluating the development of students in skills, self-- concept and other areas of development as prescribed by the second curriculum.

5.06 CURRICULUM PLANNING

Proposals for new courses and programs which have not received Board approval shall be submitted to the Superintendent and include:

1. A statement signifying elective or required status and when it will be offered;
2. The unit of credit to be awarded;
3. Designation of the grade level(s) at which the course is to be taught;
4. The nature of the student group for whom the course has been planned;
5. Identification of the basic text(s) or materials to be used;
6. A statement indicating the qualifications for instructors of the course;
7. An outline of the course content, objectives and exit outcomes;
8. A statement of any additional positions needed and the implications of such needs; and
9. A statement of any additional costs.

Proposed courses or programs must be approved by the Board one semester prior to being sent to the accreditation agency for their approval.

Comprehensive Educational Plan

By the start of the 2024-25 School Year CHS administration along with the School Board will direct the development of a Comprehensive Educational Plan which shall be reviewed, revised and evaluated annually, and include measurable short term and long-range goals and activities designed to provide development in:

(1) Leadership
(2) Community Involvement

(3) School Climate
(4) Staff Morale
(5) Curriculum Development
(6) Structure and
(7) Student Achievement.

5.07 SPECIAL PROJECTS

Whenever the school implements educational programs designed to explore or develop new research-based methods or techniques, the parent(s)/legal guardians of children involved in such programs shall be notified in writing by the Superintendent and shall:

A. Have the right to inspect all instructional materials to be used in connection with such program.
B. Parents/legal guardians shall make a written request to review material to be used to the personnel in charge of the program;
C. Be notified in writing by the personnel in charge of the program about a time and place for inspection of such material within ten (10) business days; and
D. The Superintendent shall annually submit a report and assessment on all special programs to the Board with such assessment to be completed by outside agencies.

5.08 PLANS OF STUDY AND SYLLABI

Instructional materials shall be designed to assist users in strengthening and clarifying teaching of subject matter, suggest a variety of possibilities for instruction, variations of approaches and materials to be used.

1. Curriculum guides shall serve as a framework from which a teacher may develop units of study, individual lesson plans, and approaches to instruction to serve the students.
2. Sufficient latitude shall be permitted to provide the teacher with the time to teach current, topical and incidental material, which add to motivation and meaningful teaching and learning.
3. All curriculum developed will adhere to Crazy Horse School standards which are in compliance with state content standards.

All staff shall submit a syllabus, or plan of study or pacing calendar (for areas that have curriculum materials) to their respective Principal no later than the second week in September. The only exception is if the current curriculum is a grant obligation and includes the above items.

5.09 BASIC INSTRUCTIONAL PROGRAM

A mastery of core content knowledge (reading, writing, science, and math) is vital to student success. To enhance the understanding for individual students to develop specific talents and interests in more specialized fields, all teaching may include: reading across the curriculum, writing across the curriculum, and math across the curriculum. The only exception is if the current curriculum is a grant obligation and includes the above items.

5.10 HEALTH EDUCATION

The Board is committed to a sound comprehensive health education program as an integral part of each student's general education. Education programs shall emphasize a contemporary approach to the presentation of health information necessary for students to understand and appreciate the functioning and proper care of the human body, diabetes, and other health conditions. The health program shall include traditional Lakota holistic health education.

5.11 SEX EDUCATION

The family shall be a fundamental element in the sex education program of the school. Development of a strong family institution is largely dependent on sexual maturity. Children will be provided with appropriate and timely information regarding sexuality from birth to the establishment of their own families. Sexuality, Sex Education, AIDS Education and Prevention of Sexually Transmitted Disease may be included in the curriculum according to state standards.

Should a parent request their child not participate in a given aspect of the program, an alternate educational assignment shall be arranged for the student by the respective Principal.

5.12 DRUG AND ALCOHOL EDUCATION PROGRAM

The Board believes that alcohol and drug abuse prevention requires education, which will create an awareness of drug and alcohol dependency problems. Drug, alcohol, and inhalant abuse education shall be included in the curriculum. Should a parent request their child not participate in a given aspect of the program, an alternate educational assignment shall be arranged for the student by the respective Principal.

5.13 SAFETY INSTRUCTION

Principals are responsible for supervision of a safety program for their respective school. Practice of safety shall be considered an aspect of the instructional program and instruction in accident and fire prevention, emergency procedures, traffic, bicycle, pedestrian safety, or driver education may be provided.

5.14 GROUPING FOR INSTRUCTION

Grouping shall be conducted so as not to discriminate against students.

5.15 INTERSCHOLASTIC ATHLETICS

The Board shall annually approve membership in the South Dakota High School Activities Association.

5.16 ADULT EDUCATION

The Board will approve adult education programs when practical and feasible.

5.17 INSTRUCTIONAL MATERIALS

The Curriculum Committee shall meet by May 30th of each school year and at the discretion of the Principal to recommend instructional and library materials that will:

1. Enrich and support the curriculum, taking into consideration the varied interests, abilities, and maturity levels of students;
2. Stimulate growth in factual knowledge, literacy appreciation, aesthetic values, and ethical standards;
3. Bring forth opposing sides of controversial issues so that young citizens may develop, under guidance the practice of analytical reading and thinking;
4. Represent the many religions, ethnic, and cultural groups, showing their contributions to our American heritage, with emphasis on the Native American culture, heritage, and language.

The Curriculum Committee must ensure that all recommendations are aligned with applicable tribal, state, and federal accreditation requirements. The Committee shall make recommendations to the School Board. All changes in curriculum must be approved by the School Board.

5.18 TEXTBOOK SELECTION AND ADOPTION

The Curriculum Committee shall meet by May 30th of each school year and on a regular basis to recommend a list of approved learning resources including textbooks for approval by the Board.

5.19 SCHOOL LIBRARIES

CHS reaffirms belief in the Library Bill of Rights of the American Library Association. Media personnel are concerned with generating understanding of American freedoms through development of informed and responsible citizens.

The purposes of the library media center are:

1. To provide a comprehensive collection of instructional materials selected in compliance with basic written selection principles, and to provide maximum accessibility to these materials;
2. To provide materials that will support the curriculum, taking into consideration the individual needs and the varied interests, abilities, socioeconomic backgrounds, and maturity levels of the students served;
3. To provide materials for teachers and students that will encourage growth in knowledge, and that will develop literary, cultural, and aesthetic appreciation, and ethical standards;
4. To provide materials, which reflect the ideas and beliefs of religious, social, political, historical, and ethnic groups and their contribution to the Lakota and world heritage and culture, thereby enabling students to develop an intellectual integrity in forming judgments;
5. To provide a written statement, approved by the CHS Board, of the procedures for meeting the challenge of censorship of materials in school library media centers; and
6. To provide qualified professional personnel to serve teachers and students. To provide a professional collection of instructional materials selected to enhance technological

advancement, current research, and historical development.

Librarians are responsible for ordering materials and equipment for the libraries. Factors used to evaluate materials will be the:

1. Educational suitability of the resource(s);
2. Intended use(s);
3. Need of materials for the educational program(s);
4. Interest(s) and appropriateness for the intended user(s);
5. An amount of American Indian, Lakota, and Indian Treaty materials to ensure a sufficient resource base for the exploration of Indian culture.

5.20 FIELD TRIPS AND EXCURSIONS

The Board recognizes that first-hand learning experiences provided by field trips are an effective and worthwhile means of learning. Specific procedures developed to screen, approve, and evaluate trips include:

1. All field/activity trips must be authorized by the respective supervisors;
2. Field Trip Request forms will be submitted to respective principals two (2) weeks in advance, for his/her approval, prior to any field trip activity;
3. The person requesting the trip is responsible for arranging transportation, food, money, etc.;
4. Parents must be notified and sign Parent Consent forms. The person requesting the trip is responsible for obtaining parental permission;
5. All out of state trips shall be presented to and approved by the Board (except for towns located within a 125-mile radius);
6. All students attending field trips and excursions will not be permitted to accept a ride from anyone unless authorized by respective parent and principal with written permission received prior to departure from the school; and
7. Each Principal may place designate minimum requirements students must meet to be eligible for field trip participation.

5.21 CAREER AWARENESS PROGRAMS

By the start of the 2024-25 School Year CHS shall establish a comprehensive career awareness program providing for a process designed to assist students in identifying vocational, career and educational goals beyond high school. -The local school leadership will approve a K-12 Career Awareness/Career Education program which provides students with an awareness of alternative vocations, and post-secondary educational and training resources available for their pursuit of career goals.

5.22 COMMUNITY RESOURCE PERSONS

The Board recognizes the need to use community resources to enhance student learning. All requests for resource persons must be cleared with the respective Principal.

5.23 SCHOOL VOLUNTEERS

The Board endorses a Volunteer Program subject to appropriate regulations and safeguards. Volunteers shall be trained in CHS policy. All school volunteers shall submit to a drug test and a state, tribal, and federal background check prior to participating.

5.24 GUIDANCE PROGRAM

Guidance/Counseling services may be available to every student and include psychological services, guidance services, testing services and in-service programs in guidance and psychological areas. Guidance/Counseling shall include aiding the student to discover and measure their abilities, capabilities, and real interest; to help students obtain adequate and accurate information about schools, courses, occupations, and careers; and, to help students solve personal and academic problems.

Guidance/Counseling personnel will use varied delivery systems which may consist of small group sessions, individual counseling, structured training sessions, and other processes. Students and parents are encouraged to utilize the help of guidance personnel. Guidance/Counseling personnel will assist in developing, gathering, and disseminating effective learning activities to instructional personnel as resource material for incorporating learning activities designed to enhance the total development of students.

5.25 TESTING PROGRAM

The objective of the standardized testing program is to enable school personnel to do a more effective job in planning for and educating the children of Crazy Horse School and shall be coordinated through the Principal.
Standardized testing which may include: SAT-CPP-ASVAB-ACT, Dakota Step, and other appropriate measures of assessment which shall comply with minimum requirements of the accrediting agency. Psychological services and testing of students that is not part of a Special Education Services activity shall be coordinated through the appropriate Principal.

5.26 ASSESSMENT OF INSTRUCTIONAL PROGRAMS

Professional accountability for student performance and progress is a shared responsibility of teachers, administrators, and the Board. Individual progress and instructional efforts shall be systematically assessed.

The purpose of Assessment of instruction shall be:

1. To indicate and utilize instructional strengths and weaknesses;
2. To provide information needed for advance planning;
3. To provide data for public information;
4. To demonstrate relationship between outcomes and school system's stated goals;
5. To check suitability of instructional program in terms of community requirements; and
6. To provide comprehensive school wide measurement process based upon state standards.

The professional staff and Board shall provide continuous assessment of the educational program

and instructional processes. An annual report shall be approved by the Board.

5.27 TEACHING METHODS

The School requires the best practices and scientifically based and researched teaching strategies to be used to bring about learning at the school. Instructional staff shall keep abreast of innovative, scientifically based research instructional methods, ideas and practices developed in the school system, and throughout the nation, and apply those that have proven to be successful at increasing student achievement.

5.28 TEACHING CONTROVERSIAL ISSUES

Free inquiry in a democratic society requires controversial issues arising in the classroom be handled as a regular aspect of instruction and learning in such a way as to not inhibit dignity or the personal or intellectual integrity of either the teacher or the student. Controversial issues provide stimulation to learn by engaging the attention of students in an inquiry-based process and in the development of executive level functioning skills and are thus an important part of the classroom environment. Controversial issues shall be presented in a fair and unbiased manner and teachers should consult with the Principal when planning to discuss controversial issues with students.

5.29 CONTROVERSIAL SPEAKERS

When correctly handled, the use of controversial speakers becomes an invaluable component in accomplishing goals of citizenship education. However, a serious responsibility is placed on professional staff members to correctly structure learning situations involving a speaker.
All speakers must be invited through the Principal, who shall endeavor to engage speakers for both sides of a controversial issues. Any speaker who advocates unconstitutional or illegal acts or procedures shall not be permitted to address students.

5.30 LESSON PLANS

All instructional staff are required to prepare lesson plans and utilize the process designated by their respective principal. Teachers will provide the respective Principal with a copy of their weekly lesson plans by Friday of the week before they will be implemented or the Monday of said implementation week.

The respective Principal or his/her designee shall monitor teacher lesson plans to ensure the daily instructional objectives are referenced to the basic curriculum content, objective and competency, and designated content standards.

5.31 ONLINE COURSES

1. **Purpose.** Online courses can aid in extending the educational needs of students, by offering additional courses, allowed out of school learning, and supplementing the current curriculum.
2. **Types of use.**

a. **Classroom Curriculum.** Teachers will use online courses as the primary or by supplementing the current curriculum. Teacher will set the pace of the online course used and set the goals for the students.
b. **Independent Learning.** Students will work on courses at their own pace and set their own goals. Students in independent learning may work on credit recovery or towards additional courses not normally offered during the day.
c. **Specialized Course.** These are custom designed courses built for the needs of the student. Students must be on an Individualized Education Plan, or 504 plan to qualify to have a course be adjusted.

3. **Technology Use**
   a. Standard electronic use policy will be followed from the policy manual and handbook
   b. The school will only provide technology for use by the student during school hours and on school property. Students will not be allowed technology for outside school use unless approved by the administrative staff provided the student has a qualifying need the school must provide education beyond the school ground and/or past school hours.
   c. Students are liable for any physical damage to technology. Any damage not repaid will result in withholding of transcripts until repair costs are paid.

4. S**oftware / Programs.**
   a. Crazy Horse School will select software programs as needed and approved by Board

5. **Types of Curriculum Specifics.**
   a. Classroom Curriculum.
      i. **Course Structure.** Teachers will be given access to modify the course to fit their needs. They can remove, add, edit any of the content material within the online course.
      ii. **Grading.** Teachers will set the grading scale for the course; they can choose how they wish to weight any part of the course. Teachers will notify the students of the weights and any changes to the grading scale.
      iii. **Progress.** Teachers will be setting the pace for the course; they will be allowed to prevent students from moving ahead of the class and assign detention for students falling behind in their course.
      iv. **Retaking Assignments.** Teacher will set the guidelines on how retaking each assignment will be handled.
      v. **Completion.** The course will be considered finished at the end of each semester.
      vi. **Independent Learning at School.**
      vii. **Admittance.** Students wishing to work on courses independently must answer yes for the following:
         a) Are able to write in full sentences, are able to create paragraphs and essays;

b) Courses they wish to take are either 1) Not offered in the fall or spring semesters. 2) Has a schedule conflict with another required class to graduate and student cannot enroll in that class;

c) Student has less than 5 behavior write-ups from the previous year.

viii. **Student Acknowledges.** Students wishing to work on courses will accept the following:

a) Student will be working on subject matter that may be more intensive than those taking the course by conventional means. The course work will not be altered to match other courses being offered at Crazy Horse.

b) Student work and progress will require more than 60 hours of work for each 0.5 credit. Students will be required to work after school to ensure the course is finished by the end of summer school.

c) There are a number of retakes the student gets for each assignment in their course. Once the student reaches that number the student cannot redo them. There is a chance a student can fail the course even if they complete it.

ix. **Structure.** The student will be placed into a premade semester long course, yearlong courses will be split into two semester long courses.

x. **Grading.** Students that have completed a percentage of the course as equal or greater than the percent of school completed will be given their in-progress grade. Students with less than the percent of school completed will be given a failing grade, 'F' or '0.0'. Standard grading scale applies for completed courses.

xi. **Progress. The s**tudent can progress as quickly as they want to complete the course. Students set their own pace when working on the course work so long as they finish on time.

xii. **Retaking Assignments.** Each course will have a set number of retakes for each assignment. These numbers will be set at the beginning and are the same for each student. Once that number is reached, they are no longer able to retake the assignment and the final attempt grade will be used.

xiii. **Completion.** Once the student has finished 100% of assignments and retook the allotted number of retakes for failing scores the student will be given a grade. Passing grade will be determined by the School's grading scale. Completion of coursework does not guarantee earning credit.

b. Specialized Course.

i. **Admittance.** Students wishing to work on courses independently must answer yes for the following:

a) Have completed an IEP or 504 and require special services to complete courses.

b) Courses they wish to take are either 1) Not offered in the fall or spring semesters. 2) Has a schedule conflict with another required class to graduate and student cannot enroll in that class.

ii. **Student acknowledges.** Students wishing to work on courses will accept the following:

a) Student will be working on subject matter that may be more intensive than those taking the course by conventional means.
b) Student work and progress will require more than 60 hours of work for each 0.5 credit. Students will be required to work after school to ensure the course is finished by the end of summer school.
c) There are a number of retakes the student gets for each assignment in their course. Once the student reaches that number the student cannot redo them. There is a chance a student can fail the course even if they complete it.

iii. **Structure**. The Special Education Teacher will modify the course for the student to meet the accommodations for the student.

iv. **Grading.** Students that have completed a percentage of the course as equal or greater than the percent of school completed will be given their in-progress grade. Students with less than the percent of school completed will be given a failing grade, 'F' or '0.0'. Standard grading scale applies for completed courses.

v. **Progress.** An agreement between the coordinator and the student will be created detailing how much work will be completed each week based on the needs of the student.

vi. **Retaking Assignments.** Each course will have a set number of retakes for each assignment. When setting up the course the coordinator will set the number of retakes for each student based on their need. Once that number is reached, they are no longer able to retake the assignment and the final attempt grade will be used.

vii. **Completion.** Once the student has finished 100% of assignments and retook the allotted number of retakes for failing scores the student will be given a grade. Passing grade will be determined by the School's grading scale. Completion of coursework does not guarantee earning credit.

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6.01 FISCAL MANAGEMENT GOALS

Fiscal management goals can be attained through sound fiscal management. This Policy provides the guidelines for sound fiscal management, and the specific accounting policies for Crazy Horse School. The Board recognizes that quality education is central to the purpose of the school and that fiscal management must be used as a tool to achieve this purpose by attaining the following goals:

1. All principles and policies will be in accordance with Generally Accepted Accounting Principles, OMB Circular No. A-21, 25 CFR Part 34, and any other federal regulations that concern the investment of the school funds.
2. This manual should be reviewed and updated by the business office personnel and the Board on an annual basis to ensure all policies fulfills their purpose.
3. The Board will have the ultimate responsibility for adopting and enforcing all fiscal management policies. The administrative staff and community have the responsibility for implementing the policies on a day-to-day basis.
4. Policies may be modified as long as they do not violate the integrity and efficiency of the overall internal control system.

The Business Office has the authority to establish procedures for implementing the policies. All procedures implemented by the Business Office will be in writing and will be approved by the Superintendent.

6.02 FISCAL MANAGEMENT SYSTEM

The Business Office is organized to provide the Board and the Superintendent with information necessary to make sound financial decisions to operate the school system. Its functions are:

1. To assist the Superintendent in preparing budgets for the operation of the entire school system;
2. To prepare all necessary reports concerning the financial operation of the school;
3. To prepare payroll for all personnel employed by Crazy Horse School;
4. To monitor and assist the food service and transportation program in financial management and planning as deemed necessary;
5. To assume and carry out other responsibilities assigned by the Superintendent; and
6. The Business Office personnel shall comply with these Financial Management Policies and the Business Office Procedures Manual. See **Appendix 17.**

6.03 ANNUAL OPERATING BUDGET

A preliminary budget with projected revenue for program operations for the following school year shall be submitted to the Board for approval at the Board meeting every May. The annual expenditures report for year-end will be presented to the Board at the budget meeting in August. Budget modifications must be approved by the Board.

The Business Manager and Superintendent are responsible for preparing the annual Budget and ensuring that funds are available to the School for the budget, as well as any budget modifications made during the fiscal year.

6.04 BUDGET GOALS AND OBJECTIVES

The annual operating budget established by the Board will ensure that procedures adhere to legal and other considerations for all programs at the School. The Budget shall incorporate:

1. Programs and staff required to implement identified goals and student learning needs;
2. A focus on personnel providing direct education and support services for students; and
3. Ongoing programs designed to maintain and enhance the educational aspirations of students.

6.05 FISCAL YEAR

Fiscal year for operation of Crazy Horse School shall be July 1 to June 30.

6.06 BUDGET PREPARATION PROCEDURES

Each Principal, the Transportation Department, the Human Resources Department, Food Service Department, Special Education Coordinator, Business Office, and Superintendent shall be responsible for developing and establishing their department's budget within the budget limits as provided by the Business Office. All budgets shall follow the respective department's/school's goals and objectives. The Business Manager and the Superintendent shall be responsible for reviewing and monitoring the annual budget adopted by the CHS Board, and for denying approval to any items that are not within the line-item budget approved by the Board.

Modifications to the line-item budget must be approved by the Board. Modifications are required for any increase or reduction in line-item budgets, and when CHS receives new sources of funds not included in the annual budget adopted by the Board. Any proposed modification must be approved by the Superintendent and the Business Manager before it is presented to the Board.

6.07 DEADLINES AND SCHEDULES

The Board shall approve the preliminary budget at the finance meeting in May based on information, salary schedules and data submitted by the Superintendent. Administrators are required to submit projected budget needs, enrollment projections, revenue projections, goals and other information by April as requested by the Superintendent.

The Board shall be provided with a copy of the reports required and the CHS Management Board Reports Documents Checklist on the schedule set forth in that Checklist. See **Appendix 18**.

6.08 STAFF INVOLVEMENT

The Superintendent is responsible for implementing input activities into budget development for school programs by consulting with program supervisors and staff concerning program needs and activities.

Administrators are allocated an amount of funding annually to operate the program they supervise with the identification of budget line-item amounts developed by consulting with the

Superintendent and the Business Office. The administrators shall meet annually, within the first month of school, to inform their employees of their respective budget limitations.
The Superintendent and Business Manager document overall budget needs for presentation to the Board annually and submit budget modifications for approval. Administrators monitor their approved budget with the Superintendent and Business Manager.

6.09 PUBLIC INVOLVEMENT

The Board shall notify parents/legal guardians and the community of the date for review, revision, and approval of the annual budget through appropriate means and shall disseminate budget report information by appropriate means on an annual basis.

6.10 STUDENT INVOLVEMENT

The respective Principals are responsible for informing and assisting the Student Council and their advisor(s) in determining needs and goals for incorporation into the budget requests for the next academic year, if student council groups are established.

6.11 PERIODIC BUDGET RECONCILIATIONS

The Business Manager is responsible for implementing monthly budget reconciliations and for reporting this information to the Board for acceptance at the monthly finance meeting. Monthly Board Reports will be provided showing the amount budgeted, the amount expended during the period, and total expenditures to date.

6.12 EMERGENCY CHANGES

The Superintendent and Business Manager shall advise the Board of the need for any changes and provide the Board with proposed revisions for their approval prior to any changes being implemented. The Superintendent will advise administrators of actual revenue received and consult with appropriate administrators regarding any proposed modifications.

6.13 DEBT LIMITATION

The School shall not incur debts for operation of the school in excess of actual revenue available. The Business Manager shall be responsible for reporting fiscal information to the Board regularly to advise them of anticipated and actual revenue resources.

The Superintendent and the Business Manager are responsible for ensuring the School does not deficit spend, and for proposing budget modifications when the School is anticipated to over expend funds in any line item to ensure there are no deficits.

6.14 STATE AID

The Superintendent in consultation with supervisors shall develop specific budget line items for the expenditure of any state funding for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired state aid revenue shall be made in

accordance with applicable regulations.

6.15 FEDERAL AID

There are specific restrictions on federal aid that must be adhered to by the School. The Business Manager is responsible for monitoring and ensuring that all expenditures are in accordance with federal requirements. This section lists the requirements of the most common forms of Federal Aid that must be adhered to.

1. **Title I: Part A Grants.**
   a. **Consolidation.** If over 40% of Crazy Horse School (CHS) students come from low-income homes then CHS may use one of three options available under the Title I, Part A School wide Program:
      i. **Option 1.** Consolidate Federal, State, and local funds in a single pool of money. This single pool of money can then be used to fund any activity in the school. The school is not required to maintain separate records that identify by program the specific activities supported by those funds. Also, the school is not required to meet most of the statutory and regulatory requirements of the Federal programs included in the consolidation as long as it meets the intent and purposes of those programs.
      ii. **Option 2.** Consolidate all Federal funds in a single school wide pool of money, keeping State and local funds separate. If this option is chosen, CHS must use the consolidated Federal funds to address the specific educational needs identified by a needs assessment and articulated in CHS's school wide plan. Although the Federal funds lose their specific program identity and may be accounted for as part of the consolidated Federal funds pool, CHS must keep records to demonstrate that the consolidated funds support activities that address the intent and purpose of each Federal program that is included in the consolidated fund. CHS will not be required to meet most of the statutory and regulatory requirements of the specific Federal programs included in the consolidated Federal pool as long as it meets the intent and purposes of those programs.
      iii. **Option 3.** Refuse to consolidate Federal funds with any other funds. If this option is chosen then CHS can only spend Title I, Part A funds to support activities that address specific educational needs of the school identified by the needs assessment and articulated in the school wide plan. CHS will be required to use other Federal funds in accordance with the specific requirements of each Federal program. (20 U.S.C. §6314; 34 C.F.R. §§200.25-200.29).

   CHS may use consolidated funds to pay for the administration of one or more ESEA programs. However, CHS may not spend more than the prescribed percentage established in each Federal program. Also, If CHS consolidates administrative funds then it cannot use any other funds included in the consolidation pool for administration. (20 U.S.C. §7823).

   b. **Restrictions.**
      i. CHS may not use Title I funds to pay for:

a) Separation leave costs (OMB Circular A-87, Attachment B, paragraph 8.d.(3));
b) Severance costs (OMB Circular A-87, Attachment B, paragraph 8.g.(3)); and
Post-retirement health benefit costs (OMB Circular A-87, Attachment B, paragraph 8.f).

ii. CHS may carry over to the next fiscal year no more than **15 percent (15%)** of its annual Title I, Part A allocation, except as otherwise permitted by BIE regulations or guidance. (20 U.S.C. §6339).

iii. CHS must use part of its Title I, Part A funds for professional development activities to ensure that teachers and paraprofessionals meet the requirements enumerated in 34 C.F.R. §§200.56-200.58. Specifically, CHS is required to use a minimum of **5 percent (5%)** of its Title I, Part A funds on professional development. (34 C.F.R. §200.60(a)(1)).
a) CHS may use additional Title I, Part A funds over and beyond the 5 percent (5%) minimum to support ongoing training and professional development if necessary. (34 C.F.R. 200.60(b).
b) However, if a lesser amount is sufficient to ensure that CHS's teachers and paraprofessionals meet the requirements of 34 C.F.R. §§200.56-200.58, then it does not need to meet the 5 percent (5%) minimum. (34 C.F.R. 200.60(a)(2))

iv. CHS must reserve part of its Title I, Part A funds as are reasonable and necessary to:
a) Provide services comparable to those provided to children attending CHS to serve:
1) Homeless children who do not attend CHS, including education related support services.
2) Children in institutions for neglected children; and
3) If appropriate:
(i) Children in local institutions for delinquent children; and
(ii) Neglected and delinquent children in local community-day school programs.
b) Provide financial incentives and rewards to CHS teachers for the purposes of attracting and retaining qualified and effective teachers.
c) Meet the requirements for choice-related transportation and supplemental education services in 34 C.F.R. §200.48, unless the CHS can meet these requirements with non-Title I funds;
d) Address the professional development needs of instructional staff described above, as well as the professional development expenditure requirements for schools that have been identified for improvement or corrective action contained in 34 C.F.R. §200.52(a)(3)(iii); and
e) Conduct other authorized activities, such as school improvement and coordinated services. (34 CFR §200.77)

2. **Indian School Equalization Formula (ISEP Restrictions): 25 CFR Part 39 and 25 U.S.C. 2007-2008.**
   a. CHS is required to provide for its disabled students by reserving a minimum of **15 percent (15%)** of its academic base funding to support special education programs. (25 C.F.R. §39.104(a)(1))
      i. However, CHS may spend all or part of the above-described 15 percent (15%) on school wide programs that benefit all of CHS's students, including non-disabled students, if the school can document that it has met all needs of students with disabilities and, after having done so, there are unspent funds remaining. (25 C.F.R. §39.104(a)(1)).
   b. CHS may spend ISEP funds on "gifted and talented" students. To do so, CHS must show that student(s) it has identified as gifted and talented meet the gifted and talented definition contained in 25 C.F.R. §39.111 or 25 C.F.R. §39.116. There is no limit on the number of students who can be identified as gifted and talented.
      i. However, if CHS identifies more than **13 percent (13%)** of its student population as gifted and talented the Bureau will immediately audit CHS's gifted and talented program to ensure that all identified students:
         a) Meet the gifted and talented requirement in the regulations; and
         b) Are receiving gifted and talented services. (25 C.F.R. §§39.110-39.113)
   c. CHS may use its ISEP funds to implement language development programs that demonstrate the positive effects of Native language programs on students' academic success and English proficiency. Funds can be distributed to a total aggregate instructional weight (WSU) of 0.13 for each student. (25 C.F.R. §39.130; 39.136)
      i. The school board may decide how CHS's funds for language development programs will be used in the instructional program. (25 C.F.R. §39.133)
      ii. CHS may operate a language development program without specific appropriation from Congress. However, any funds used for such a program must come from existing ISEP funds. When Congress specifically appropriates funds for Indian or Native languages, the factor to support the language development program cannot exceed 0.25 WSU. (25 C.F.R. §39.137)
   d. **Subpart E: Contingency Funds.** Contingency funds can only be used for education services and programs, including repair of educational facilities. (25 C.F.R. §39.503)
   e. **Subpart F: School Board Training Expenses.** CHS's school board expenses funded by ISEP are limited to $8,000 or one percent (1%) of ISEP allotted funds (not to exceed $15,000). (25 C.F.R. §39.600; 25 U.S.C. 2007(c)(2)(A))
      i. However, school board training is not considered a school board expense subject to the above-described limitation. (25 C.F.R. §39.601)
         a) The limit that the school board can spend from ISEP funds on training is 1.2 WSUs. (25 C.F.R §39.604)
         b) Permissible topics for school board training include legal issues pertaining to Bureau-funded schools and school boards, ethics, and

other topics determined to be appropriate by the school board. (25 U.S.C. 2007(c)(2)(B))

f. **Subpart G: Student Transportation.** CHS may use its ISEP funds to pay for student transportation by commercial bus, train, airplane, or other commercial modes of transportation in some circumstances for student transportation to school. (25 C.F.R. §39.702)

i. In addition, CHS may use its ISEP funds to reimburse the cost of chaperoning expenses, excluding salaries, to transport residential students to and from home at the beginning and end of the school year and at Christmas. (25 C.F.R. §39.704)

g. CHS may use its ISEP funds to transport special education students from home to a treatment center and back to home on a daily basis as required by the student's Individual Education Plan. (25 C.F.R §39.705)

h. CHS may not use funds for the following transportation related costs:

i. Transportation expenses including:

a) Fuel and maintenance runs;
b) Transportation home for medical or other emergencies;
c) Transportation from school to treatment or special services programs; and
d) Transportation for day and boarding school students to attend instructional programs less than full-time at locations other than the school reporting the mileage.

ii. Transportation to after-school programs including:

a) Athletics;
b) Detention;
c) Tutoring, study hall and special classes; and
d) Extra-curricular activities such as arts and crafts. (25 C.F.R. §39.707)

i. CHS may not use ISEP funds on miles generated by transporting non-ISEP eligible students. (25 C.F.R. §39.708)

j. In order to use ISEP funds for transportation costs, all vehicles used by CHS to transport students must meet or exceed all appropriate Federal motor vehicle safety standards and State or Tribal motor vehicle safety standards. (25 C.F.R §39.730)

3. Administrative Cost Grants.

a. CHS may use its administrative cost grants to pay for any costs which are necessary administrative functions which;

b. CHS incurs as a result of operating a tribal elementary or secondary education program;

i. The term "elementary and secondary functions" includes all operation, maintenance, and repair funds for facilities and Government quarters used in the operation or support of elementary and secondary education functions for the benefit of Indians, from whatever source derived. (25 U.S.C. 2008(1) -(2))

c. Are not customarily paid for by comparable Bureau-operated programs out of direct program funds; and

d. Are either:
   i. Normally provided for comparable Bureau programs by Federal officials using resources other than Bureau direct program funds; or
   ii. Are otherwise required of tribal self-determination program operators by law or prudent management practice.

e. The following is a list of common costs which CHS is expressly allowed to pay for with administrative cost grants.
   i. Contract or grant (or other agreement) administration;
   ii. Executive, policy, and corporate leadership and decision making;
   iii. Program planning, development, and management;
   iv. Fiscal, personal, property, and procurement management;
   v. Related office services and record keeping; and
   vi. Costs of necessary insurance, auditing, legal, safety and security services. S.C. 2008(1))

4. Special Education/IDEA Grant Restrictions.

a. CHS may only use Federal funds under IDEA, Part B for the excess costs of providing special education and related services to children with disabilities (basically if the cost of providing special education is more than the base 15% required in 25 C.F.R. §39.104(a)(1), then CHS may use IDEA, Part B funds). (34 C.F.R. §300.202)
   i. Overrun costs which CHS can spend IDEA funds on include:
   ii. Specially designed instruction to meet the unique needs of a disabled child, including
      a) Instruction conducted in the classroom;
      b) Instruction conducted in the home;
      c) Instruction conducted in the hospital;
      d) Instruction conducted in institutions and other settings; and
      e) Providing physical education.
   iii. Other related services such as
      a) Transportation services;
      b) Developmental services;
      c) Corrective services and other supportive services as may be required to assist a child with a disability to benefit from special education;
      d) Early intervention services (but no more than **15 percent 15%** of Part B grant funds may be spent on early intervention services; (34 C.F.R. §300.226)
      e) Providing high-cost special education related services; and
      f) Providing administrative case management. Specifically, funds may be used to:
         1) Purchase technology for recordkeeping and data collection;
         2) Related case management activities of teachers; and
         3) Related services that personnel other than teachers provide that is needed for the implementation of case management activities.

b. Overrun costs which CHS cannot spend IDEA, Part B funds on include:
   i. Costs associated with surgically implanted medical devices. (34 C.F.R. §300.208)

c. In addition to the above-described permissible overrun costs, CHS may, with express permission of the Department of Education, use its IDEA, Part B funds to pay for new facilities or alter existing facilities. (34 C.F.R. §300.718)

d. CHS cannot use its IDEA, Part B funds to reduce its normal level of expenditures for providing special education. As illustrated above, CHS is required to reserve 15% of its ISEP funds to provide special education. Therefore, before IDEA, Part B funds can be spent CHS must first spend 15% of its ISEP funds on special education. This requirement ensures that IDEA, Part B funds are only being spent on cost overruns that are above and beyond the base ISEP requirement of 15%. However, allowances may be made for:
   i. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education personnel;
   ii. Decrease in the enrollment of children with disabilities;
   iii. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment and the construction of school facilities.
   iv. The termination of the obligation to provide special education to a particular child with an exceptionally costly disability because the child has:
      a. Left the jurisdiction of CHS;
      b. Reached the age at which CHS' obligation to provide special education terminates; or
      c. The child no longer needs special education. (34 C.F.R. §§300.203-300.204)

6.16 SHORT TERM NOTES

The Board may enter into agreements with financial institutions to acquire short-term notes to pay financial obligations based on anticipated revenue in the event the Board has insufficient funding available to pay its obligations if there are non-federal and non-state aid funds available for repayment of the note(s).

The Business Manager shall be responsible for advising the Board of the need for short-term note funding obligations and for reporting anticipated non-federal and non-state aid revenue to pay back short-term note obligations, which must be approved by the Board.

6.17 GRANTS

The Board has the authority to acquire supplementary funding and shall approve all new and continuation applications for grants. No grant shall be submitted on behalf of Crazy Horse School until the Board has approved it. Any materials, equipment, supplies, facilities, purchased with grant funds are the property of Crazy Horse School upon expiration of grant. Crazy Horse School shall not be responsible for debts or obligations incurred for grants not approved by the Board. No

third party has authority to apply for grants on behalf of or in the name of the Crazy Horse School.

All grant funds shall be received and expended according to fiscal procedures required by the granting agency and fiscal procedures adopted by the Board Directors of approved grants received by the Board shall be responsible for program expenditures.

6.18 RENT INCOME/SECURITY DEPOSITS

A security deposit will be assessed on each housing unit owned by the Crazy Horse School. This security deposit will be held by the school until such time as the tenant vacates the rental unit, and an inspection is conducted by the facilities department to determine any damage to the unit caused by abuse or neglect by the tenant. The cost of repair for any damage caused by other than normal wear and tear to the unit, and any unpaid rent or utility charges will be billed against the security deposit held by the school. Any additional amounts needed for further damages, utility bills or rent will be deducted from the employee's final paycheck. Employees must pay any remaining balance owed within thirty (30) days of vacating the unit. The Superintendent shall be authorized to pursue any and all legal remedies if the employee fails to make payment. Any remaining balance will be refunded to the tenant upon satisfaction of damage claims, not more than thirty (30) days after the Tenant has vacated the unit.

Daily rental fees from facilities or equipment use will be received by the business office. A deposit will also be required for security. Rates will be determined annually by the Superintendent and Business Manager. All rental agreements must be approved, and payment received by the Business Manager prior to beginning of rental term. The Facility Manager must inspect equipment or premises after use within three (3) days of the date the unit is vacated. The Business Manager, Superintendent and the Facilities Manager must approve a refund of the deposit.

6.19 ADMISSIONS AND GATE RECEIPTS

The Board shall establish rates for admissions to school-sponsored activities following consultation with the Athletic Director and Superintendent on an annual basis. The Athletic Director shall be responsible for monitoring of gate and admission deposits with the Business Manager and for reporting all expenditures and revenue from this resource monthly to the Board. All revenue from admissions and gate receipts shall be deposited in specific line items identified in a budget and shall be used to pay for referees, officials, or any other cash expenses. Monthly reports to the Board shall include modified budget recommendations based on revenues from this resource from the previous month. Senior citizens, staff, and Board members shall have access to school-sponsored activities at no cost. Staff admitted free to school activities are required to monitor and supervise all areas of the school.

6.20 FINES

All fines assessed and received by the School shall be deposited in an identified budget and any fines assessed against the school shall be recorded and reported to the Board in monthly budget reports. This includes, but is not limited to, any property or equipment damage due to vandalism and/or neglect.

6.21 INVESTMENT EARNINGS

The Business Manager shall seek opportunities for investment in funds that are secure, provide a reasonable rate of return, and are not legally disallowed from investment, with the consent of the Board. The Board may authorize the investment of non-federal and non-state funds in securities, or certificates of deposit which produce the highest earning rate, in accounts not exceeding FDIC insurance limits per account. Federal and state funds may only be invested in:

1. Obligations of the United States or in obligations or securities that are one hundred percent guaranteed or insured by the United States; or
2. Securities that are guaranteed or insured by the United States; or deposited only into accounts that are insured by an agency or instrumentality of the United States, and are fully collateralized to ensure protection of funds, even in the event of bank failure.

The Board will approve the investment of any funds in accordance with this Policy by resolution to be filed with the Board minutes. The Superintendent shall make recommendations for the use of income from these investments for the Board in the annual budget. No funds invested in Certificates of Deposit or other investment instruments shall be pledged as collateral for any purchase or loan. Certificates of Deposit will be structured to ensure that the School has sufficient funds available to cover over expenditures of at least 15% for each fiscal year. No Certificates of Deposit will be cashed in early to avoid penalties. Any action on funds invested, including use of investment funds, must be approved by the Superintendent, the Business Manager, and the School Board.

6.22 DEPOSITORY OF FUNDS

The Business Manager or her/his designee shall be responsible for depositing all funds of the School in identified and approved accounts and for reporting these deposits in the monthly budget report. No deposits more than FDIC insurance limits that are not fully secured and collateralized will be approved or permitted.

6.23 BONDED EMPLOYEES

Every employee who is assigned responsibility for receiving and dispensing school funds shall be bonded by a blanket bond with the cost of the bond paid by the School.

6.24 ACCOUNTING AND REPORTING

The Board shall be responsible for utilizing fiscal accounting and reporting procedures, upon the recommendation of the CHS Auditor, that meet applicable tribal, state, and federal requirements, where required by law. The Business Manager is responsible for ensuring that all financial management procedures are implemented and followed by CHS personnel.

6.25 FINANCIAL REPORTS AND STATEMENTS

The Board shall adopt procedures for monthly, quarterly, and annual reporting of all fiscal transactions of the school. The Business Manager is responsible for submitting required financial reports and statements to funding sources in a timely and accurate manner after submitting them to the Board for review and approval. The Business Manager must submit all checks for signature to the Board and must submit detailed accounting records showing every expenditure for Board approval at each monthly meeting prior to the expenditure of funds. The Business Manager will also provide copies of any credit card monthly statements and bank statements for review monthly. The Business Manager shall submit to the Board on a timely basis SF-435 Forms for federal funds, monthly CANS reports, and Payroll Tax reports. A copy of all school financial reports shall be sent to the OST Tribal Education Agency each year in October.

6.26 PROPERTY AND EQUIPMENT INVENTORY

1. **Inventory.** The Business Manager shall be responsible for coordination of annual physical inventory of all property and equipment owned or in the custody of the school with the Facilities Manager. Final summary copies of all inventories shall be made available to the Board for review.
   A physical inventory of the property shall be taken by the Facilities Manager or their designee, and the results reconciled with the property annually by the Business Manager and the Personnel/Property Clerk.

2. **Accounting for Inventory, Capitalization and Depreciation.** All items with an original purchase price more than $5,000 shall be tagged and capitalized in the General Fixed Asset Account Group. Items with a purchase price of less than $5,000 shall be included on the detailed inventory list but will not be capitalized. Property and equipment records shall be maintained that include a description of the property, a serial number of other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition including the date of disposal and sale price of the property or trade in value. The business office will be notified immediately if any transfers take place. Depreciation shall be taken on capital property. The method of depreciation shall be the straight-line method. Depreciation procedures shall be in compliance with GASB 34 regulation. Access to computerized inventory records shall be limited to the Business Office and a report will be given to the Superintendent.

3. **Theft or Loss of Property.** A control system shall be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.

4. **Acquisition Procedures.** The following procedures shall apply when equipment is acquired:
   a. Upon arrival, all equipment shall be delivered to the Business Office. For large equipment, the Business Office will be notified and will receive the equipment.
   b. A receiving report shall be completed. Information shall be entered into the General Fixed Asset Account Group in the computer.
   c. The equipment shall be tagged, by a numbered metal tag.
   d. Individual shall then pick up the equipment.

5. **Disposition Procedure.** The following procedures shall apply when equipment is no longer needed:
    a. A disposition report shall be completed.
    b. The equipment shall be deleted from the General Fixed Asset Account Group.
    c. Equipment purchased by Crazy Horse School that needs to be disposed of shall be submitted to the Board for approval to be declared surplus. Final disposition of equipment will be based upon recommendation of Business Manager to the Board.
    d. If the purchase value of the equipment or property to be disposed of is $5,000 or more and belongs to a federal agency, approval from the federal agency shall be received to determine the disposal.
    e. If the federal agency approves the disposition item, it may be retained, sold, or bids may be let. This shall be determined by the Board.

6.27 AUDITS

Independent and advertised audits shall be made on all school accounts yearly in accordance with tribal, state and federal regulations with the Business Manager responsible for reporting the results to the Board and grantor agencies. An exit interview with the Board and the Auditor shall be scheduled prior to the submission of the annual audit. The audit report must be issued within 9 months following the end of the fiscal year. Certified reporting of audit results shall be submitted to the Oglala Sioux Tribal Education Agency following review by the local school system within 90 days following the end of the identified fiscal term.

6.28 EXPENDITURE OF FUNDS

The Board shall authorize, develop, and utilize procedures for the expenditure or obligation of school funds that meet applicable funding guidelines. All guidelines set forth in this Policy apply to School funds. All expenditures shall be made in compliance with CHS Financial Management Policies and Procedures, including procurement policies and procedures.

6.29 CHECKING ACCOUNTS

The Board shall identify and approve, annually, of checking accounts to be used in processing fiscal transactions and payroll and identify the banking institution to which checking accounts may be maintained.

6.30 AUTHORIZED SIGNATURE

Only Board members and board approved designees are authorized to sign checks. The bank shall be immediately notified of all changes of authorized check signers.

1. **Check Signing.**
    a. All checks require two live signatures;
    b. There will be no signing of blank checks; and
    c. Check signers shall not sign their own checks.

6.31 CHECK WRITING SERVICES

The Payroll/Accountant is responsible for preparing and writing payroll checks and stipends on a bi-weekly or otherwise scheduled basis and the Payroll/Accountant is responsible for writing checks for purchased services, supplies, materials, and equipment. No checks shall be written until proper procedure has been followed.

1. **Check preparation.**
    a. Checks will be prepared by specific employees who cannot approve requisitions.
    b. Before a check is prepared, the purchase order or requisition shall be compared to the vendor invoice.
    c. Checks will only be prepared with an invoice from the vendor and not a statement.
    d. Checks will only be prepared with approved requisitions.
    e. All check numbers shall be accounted for.
    f. Voided checks will have the signature portion removed.
    g. Checks must be payable to a specific vendor and never to cash or bearer.
    h. All supporting documentation shall be attached to checks for signature.
    i. All supporting documents need to be cancelled when signed to avoid double payment.

6.32 PETTY CASH ACCOUNTS

There shall be no petty cash accounts.

6.33 PAYROLL PROCEDURES

Employees shall be paid according to their contract agreement on file in the Personnel Office with the following guidelines:

1. Employee payroll shall be issued on a bi-weekly basis, one week following the end of the pay period and leave accrual shall be based on the number of hours actually worked.
2. Each pay period begins on Sunday and ends on Saturday, two weeks following.
3. No salary advances or employee or Board member loans of any kind shall be authorized for any employee or Board member. An employee who is experiencing a death in the family, or a medical emergency, may request an early check release by filing a written request with the Superintendent's Office with a copy to the Business Office. No early check release will be granted earlier than the Tuesday following the end of the pay period and shall only be granted upon confirmation by the Business Office that the employee's timesheet has been submitted, is correct, and is approved by the Supervisor. Any payroll deductions in place will be honored on early check releases. The Business Office will contact the employee directly when a check is ready to be picked up.
4. No salary payments shall be made to employees who do not have an employment contract approved by the Board and signed by the employee on file.
5. Employee payroll shall not be made without a signed and completed timesheet documenting actual hours of employee service for that pay period.
6. Supervisors shall submit all timesheets by noon on the last day of the pay period.
7. Payroll direct deposits shall be issued to all employees, including the temporary or substitute employee personnel on Friday, the week of payroll.

8. ALL employees must have an I-9 and W-2 form on file in the payroll office prior to receiving any payment for services.
9. A copy of each employee, temporary employees, and substitute employees must have a copy of a Social Security Card on file in the Business Office prior to receiving a payroll check.
10. Must file job certification semi-annually.
11. Payments for stipends must be approved by the Superintendent and must be taxed accordingly.
12. Extra-Duty for athletic and activity assignments shall be paid at the completion of their extra duty activity and must be approved by the Athletic/Director and the Superintendent. However, all extra duty payroll checks shall be disbursed through the normal payroll process and checks shall be combined into one paycheck whenever possible.
13. Any employee who takes the option to pro-rate their contract (if eligible) will not have the option of stopping that pro-rate.
14. Any employee with responsibility for approving timesheets and/or leave slips, or payroll functions who fails to perform their duties, or approves payroll payments without the required signatures and documentation in place, or who falsifies payroll records is subject to discipline including up to termination."

Payroll Preparation.
1. New personnel information shall be given to the Payroll/ Accountant by the Human Resource Director.
2. Written termination notices shall be required for documentation reasons.
3. Payroll files will be kept in a secure area.
4. Attendance shall be verified for payroll hours.
5. Review of records shall be done to ensure approvals of supervisor's and Superintendent.
6. Overtime hours, rates and computations will be verified.
7. Rates will be verified. Payroll will be overlooked by Human Resource before being sent to the bank.
8. Pay stubs are reviewed by someone other than the Payroll/Accountant.

Year End W2 Preparation. Total W2 wages shall be reconciled with 941's. Any W2 forms that are returned shall be held on site for 10 years.

6.34 SALARY DEDUCTIONS

The Board shall deduct and withhold from the wages of employees:
1. The amount of federal income tax required by federal law.
2. The amount of social security tax required by federal law.
3. Other taxes/fees as mandated by federal, tribal, and state law. These fees shall be paid by the employee, rather than the school.
4. The amount owed to the School for rental of school owned housing based on the housing agreement, or amounts owed by employees whose housing agreement has been terminated, but who have failed to vacate the unit. The amount assessed with equal the utility charges and the rent amount charged under the housing agreement.
5. The amount owed for damage to school owned housing or property as assessed by the Superintendent.

6. The amounts for employee share of fringe benefit costs.
7. Any amounts owed to CHS for any travel reconciliation, penalty imposed for breach of contract or resignation not approved by the Board, and any other amounts due and owing to CHS. No Repayment Agreement authorized by the Business Manager and Superintendent shall exceed the length of the employee's current contract.
8. New employees are not eligible for payroll deduction until they have been employed for 90 days.

The Payroll/Accountant is authorized to approve payroll deductions for employees for scheduled payments. All employees will be authorized only three (3) payroll deductions at one time to ensure employee responsibility and vendor repayment. No re-writes will be allowed unless the loan company allows them to do so. Payroll deductions must be paid off before new ones to the same vendor may be issued. No liability for the collection of these payroll deductions will be assumed by Crazy Horse School or the Board should the employee be terminated from employment with the school. Mandatory deductions shall be deducted or withheld first before voluntary employee deductions are held. Under no circumstances will the Payroll/Accountant hold payroll deduction payments to the vendors. Employees may file a request for payroll deduction on Thursday and Friday of each week. Payroll deductions filed on Thursday or Friday will be processed for the next payroll date. Payroll deductions may not be filed on any other day of the week.

The School reserves the right to accelerate demand for payment of monies, reimbursements, or payments owed to Crazy Horse School. If an employee terminates her/his employment, or resigns without notice, the Board may hold the employee's final paycheck(s) until paid or it may offset the amount owed from the employee final paycheck.

An administrative fee may be assessed by the Business Manager after consultation by those employees utilizing salary deductions not required by law and those funds shall be deposited in the general fund to be utilized for student scholarships and school improvement projects.

6.35 Expense Reimbursement (EMPLOYEE/BOARD TRAVEL)

Travel authorizations, statements, receipts, and other accountability documents shall be completed by all employees and Board members participating in approved off-site activities.
Before a reimbursement is made to an employee or Board member for any travel expenses, it must be appropriately authorized as indicated by the following:

1. **Travel Authorization Form and Advance.** Proper travel authorization procedures must occur for any travel when conducting official school business. A travel authorization for any employee must be approved and signed by their supervisor, the Business Manager and the Superintendent. Board member's travel shall be approved by the Board at an official meeting of the Board and will require a travel authorization signed by the President of the Board or Superintendent. No travel will be paid without a completed and approved travel authorization. Travel authorizations shall be submitted to the Business Office two weeks in advance for out of state travel and one week in advance for in-state travel prior to the desired travel date. If travel requires flight accommodation, travel authorization shall be submitted to the Business Office two weeks prior to the desired travel date. Employees must fly from Rapid City Regional Airport to the training destination and

back, unless authorized in advance by the Superintendent in extenuating circumstances. If an employee cancels their flight after it is booked the employee will be responsible for any cancellation fees incurred. Proof of training to be attended must accompany the travel authorization upon submission. Travel advances are made in the amount of 100% of the estimated total cost.

2. **Meals.** If an employee or Board member travels overnight, they will be reimbursed for meals on a Per Diem basis as per Appendix A to Chapter 301-Prescribed Maximum Per Diem Rates for the Standard Government Travel Regulations (SGTR).

3. **Per Diem.** The quarter system will be utilized for per diem reimbursement as follows: Per diem will be paid to employees and Board members for overnight trips when conducting official school business at the rate established by the federal government's travel regulations. Travel per diem on the 1st and last day of travel shall be calculated at the rate of 75%, regardless of when you leave. If training or travel is less than 12 hours, per diem, shall not be issued. Any meals included in registration fees to attend a conference, training or meeting will not be reimbursed by the school. Receipts for any meals for which per diem has been issued shall not be required if a Travel Report is filed. Allowance that is given for taxi or luggage or shuttle fees will be given at the actual cost.

4. **Travel Report.** Upon return from approved travel, the employee or Board member must submit a travel statement for reimbursement, or documentation of actual expenses incurred from a travel advance already received by the employee or Board member. No travel will be authorized for an employee or Board member who has not completed a travel statement within the timeline from a previous trip. Travel receipts must be submitted within five (5) business days of the final day of travel, or the full amount of travel funds disbursed will be withheld from paychecks or stipend checks until all travel is repaid or a Travel Report is filed. All travel statements shall be submitted within five (5) business days following return from authorized travel for which an advance was received. If the employee or Board member does not submit proper receipts and documentation within the required five (5) days, the total travel amount will be deducted through payroll deduction.

   Any employee or Board member receiving a travel advance and does not attend shall return the advance immediately. Any employee or Board member who has not fully repaid amounts owed for travel shall not be approved for Travel and may not travel until all amounts owed are repaid. **Any employee who fails to file a Travel Report for a trip will be prohibited from future travel.**

   If travel is disrupted due to a weather emergency or family emergency, the traveler will contact the Business Office and their Immediate Supervisor immediately. The Superintendent and Business Manager shall determine the amount of travel advance allowable up to the point of travel disruption and include the amounts necessary to return home from travel. All funds in excess of this amount must be reimbursed to the School.

5. **Receipts.** Employees and Board members submitting travel reports are required to attach receipts prior to reimbursement. Failure to attach receipts shall result in the employee or Board member having to reimburse the school for amounts not substantiated

by receipts. No handwritten receipts shall be accepted as proof of lodging, meals, or travel expenses. If attending a conference or workshop, the Board member or employee shall complete a travel report and submit the travel report with travel statement. The School shall withhold from any stipend to a Board member or any payroll check to an employee amounts not reconciled or repaid within five (5) business days of the return from travel.

6. **Lodging and Miscellaneous Expenses.** These costs may be reimbursed to employees and Board members based on federal travel lodging rates given according to GSA rates. Receipts must be present to substantiate costs incurred. If the School pays for lodging and an employee or Board member does not notify the Business Manager forty-eight hours prior to the reservation date that they will not be attending, the employee or Board member shall be responsible for the cost of lodging. Any lodging rates more than federal per diem rates may be approved in emergency circumstances if it can be demonstrated that no other lodging is available.

7. **Mileage Claim.** Mileage for use of employee or Board member's personal vehicle for official school business shall be paid at established GSA travel rates. To be eligible for mileage reimbursement, travelers must complete a mileage sheet (within one month upon completion of travel) and possess a valid Driver's License and insurance. This mileage sheet must give the details of the miles traveled such as the start and stop times, destination from and to, the number of miles traveled, and a calculation of the reimbursement due the traveler. Employee's immediate supervisor and Superintendent must also approve the reimbursement. A quorum of the Board must approve a Board member's mileage. The use of private vehicles to travel, when airline travel is available, will only be reimbursed up to the cost of the ticket or the mileage rate, whichever is lower in cost. Mileage for the use of a private vehicle when transportation by a School vehicle is available will not be approved for reimbursement unless the use of the private vehicle is approved by the Superintendent prior to travel.

6.36 PURCHASING

The Board shall ensure that all purchases are made in the best interest of the school and comply with tribal, state, and federal rules and regulations. Employees must utilize purchasing procedures, which will be processed through the Business Office in the following manner:

1. **Purchasing Requirements.** Staff needing supplies must complete and sign a purchase request and submit it to their immediate supervisor listing the pertinent information and name of the vendor. Supervisors will ensure need and available funding to cover expenditures noting account number on purchase requisition. The immediate supervisor will verify their approval through a signature. The Superintendent and Business Manager will approve for reasonable budgeted expense. Expenditures exceeding $10, 000 must be procured in accordance with the competitive procurement policy requirements set forth herein, and they must have Board approval. The Account coding must be in compliance with the funding restrictions on uses of funds set forth in this Policy and federal law. The Business Office will comply with its internal purchasing procedures set forth in the Business Office Procedures Manual in addition to this Policy.

a. Purchase requests shall be submitted to the Business Office one week prior to the desired purchase date. Upon submission to the Business Office a purchase order will be prepared with the following exceptions:
   i. Board stipends will be paid from preliminary board minutes, voucher, and the attendance roster, and shall be subject to payroll procedures and necessary withholding.
   ii. Travel authorizations will be used when requesting permission and an advance to travel for the school.
   iii. All out-of-state travel with students must be approved by the Board (with the exception of towns located within a 125-mile radius).
   iv. Daily meal rates are established by the Board for both adults and students and shall be reimbursed at the established federal GSA rate.

b. Student Activities purchases only require a purchase requisition.

c. Recurring expenses. (i.e., monthly utilities, etc.) Utilities and fixed costs require voucher approval by the Business Manager. Once proper approval signatures are affixed, this form shall be attached to the invoice and follow the Schools General Purchasing procedures as outlined above.

d. Contractual services must have an approved written contract.

e. Expenses approved by the Board will be documented with a copy of Board minutes and approved requisition, invoice, or contract.

f. The Purchasing/Travel/AP Clerk shall enter the information from the purchase request form into the computer and will verify the purchase/purchases will not overspend the budget. A purchase order will be printed and given back to the Business Manager for signature.

g. The purchase order shall be two-part and pre-numbered. One copy will go to the employee or vendor who requested the item, one shall be filed in the business office until the goods are received. Purchase orders are not to be open for an amount of more than 90 days unless approved by the Business Office; they are to be used for the one time they are intended for.

h. Once goods are received, the copy of the purchase order (or acceptable documentation) stated in (2) above, will be filed in the Business Office and will be compared to the goods received. If no variances exist, the Purchasing/Travel/AP Clerk shall prepare the requisition and attach the purchase order, (or acceptable documentation) purchase request and invoice. This packet of information will be given to the Business Manager who shall verify all the necessary information is included. If all necessary information is included, the Business Manager shall sign the requisition and process payment.

i. If a check is received by an employee for purchasing items, all receipts and documentation must be turned in to the Business Office within five (5) business

days. Failure to follow this process will result in the total amount of the purchase being deducted from the employee's payroll through payroll deduction.

j. Orders not received after sixty (60) days will be canceled.

k. Emergency purchases may be made with the concurrence of the Business Manager and Superintendent. Their approval shall be documented by dual signatures on the reimbursement form. However, emergency purchases will only be made if the public exigency or emergency for the procurement will not permit a delay resulting from competitive procurement, in compliance with Section 2(e) below.

l. Absolutely no ordering for supplies, materials, equipment, or any type of service will be done without a purchase order. Staff are liable for payment of purchases made without a purchase order.

m. When purchasing goods, services, labor or supplies more than $10,000.00, the competitive procurement process in this Section must be used.

2. **Competitive Procurement Required.** Competitive procurement is required for all purchases more than $10,000.00. All purchases subject to the Competitive Procurement requirements shall be processed by the Personnel/Property Clerk in the Business Office. The Competitive Procurement Chart is attached to this Policy as **Appendix 19**. There are three methods of competitive procurement:

a. **Three Quotes.** Any purchase of goods or services based upon price only valued at less than $250,000.00 in the aggregate in one year or for a contract not exceeding one year may be obtained by soliciting three quotes from vendors. The quotes must be in writing and submitted to the Personnel/Property Clerk for consideration. The Board is responsible for reviewing and approval of all purchases subject to the Competitive Procurement requirements prior to purchase.

b. **Sealed Bids.** Sealed bids will be used any time the School is soliciting construction contracts for services. For Sealed bids in excess of $250,000.00, the Personnel Property Clerk shall advertise for not less than two weeks in newspapers of general circulation specified by the School Board as Solicitation for Bids. For Sealed Bids less than $250,000.00, the Personnel/Property Clerk shall solicit quotes from no less than three (3) contractors. The Board reserves the right to reject any and all bids, to negotiate with all bidders in the event the low bid is more than the funds available, and provided the Board offers the same terms for negotiation to all bidders. The Board may re-advertise any Solicitation for Bids it deems appropriate and in the best interests of the School. No Solicitation for bids will be approved or advertised until and unless the appropriate specifications and technical drawings where applicable have been included in the Bid package in order to ensure the School receives quality construction work. Sealed bids shall be maintained in the Business Office by the Personnel/Property Clerk in a secure location until opened by the School at a public bid opening. A bid tabulation sheet will be used to tabulate all bids received.

c. **Requests for Proposals.** The School may solicit a Request for Proposals in any circumstance in which price is not the only factor. The RFP advertised shall include the criteria and assign a point value to each criteria the selection will be made on. For Requests for Proposals in excess of $250,000.00, the School shall advertise for not less than two weeks in newspapers of general circulation specified by the School Board as Solicitation for Proposals.

For Requests for Proposals less than $250,000.00, the School shall solicit quotes from no less than three (3) contractors

d. **Competitive Bidding Procedures.** All contracts and open market orders to be awarded shall consider the quality of materials desired and their contribution to school and program goals. All contracts which require public advertising and competitive procurement shall be awarded by the Board upon the recommendation of the Superintendent. All contracts for and purchases of supplies, materials, equipment, and contractual services, with the exception of textbooks, in the amount of $10,000 or more shall be based on competitive bids or quotes, or proposals with a minimum of two (2) bids, quotes or proposals. All competitive procurements shall be:

i. Submitted in a sealed envelope when delivery to CHS is required. For quotes under $250,000.00 CHS may permit email delivery of the quotes;
ii. Addressed to the Personnel/Property Clerk on behalf of the Crazy Horse School Board;
iii. Plainly marked with the name of the contractor at the time of opening; and
iv. For solicitations over $250,000.00, opened in public at the time specified with all contractors invited by the Superintendent to be present by videoconference, telephone, or in person.

e. **Non-Competitive Bidding**. The School will not utilize sole source awards except when:

i. The School Board has determined the item is only available from one source, such as textbook replacement books; or
ii. There exists a public emergency that would result in the loss of property or life or injury of persons if not remedied by procurement immediately without delay; and
iii. The School Board has evaluated the bid or proposal received and the Business Manager or Department Supervisor has performed a cost analysis and determined the price is reasonable and in accordance with market pricing.
iv. Emergency purchases may be made if the public requirement will not permit a delay resulting from competitive solicitation. The Board must indicate the emergency in its official minutes and attempt to secure two competitive quotations.

f. **Indian Preference:** The School shall provide Indian Preference in contracting to any vendor or contractor who is TERO certified by the Oglala Sioux Tribe. For RFP's the Board shall specify the total number of points assigned for Indian

preference not to exceed 15% of the total point value. For Bids or quotes, the School Board shall apply the X factor in contracting as follows:

i. The School shall make an award under unrestricted solicitations to the lowest responsive bid from a qualified Indian-owned economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more that "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. The factor "X" is determined as follows:
When the lowest responsive bid is:
   a) Less than $100,000: 5% of that bid, or no more than $9,000.
   b) At least $100,000 but less than $200,000: 4% of that bid, or no more than $16,000. At least $200,000 but less than $400,000: 3% of that bid, or no more than $21,000.
   c) At least $400,000 or more: 1% of that bid, or no more than $24,000.

ii. CHS shall comply with the Oglala Sioux Tribe TERO Ordinance and regulations. For all procurements valued more than $2,500.00, CHS shall either:
   a) Restrict the solicitation to TERO certified entities, and if CHS does not receive two or more TERO certified responses, contact TERO to obtain TERO approval to issue an unrestricted solicitation; or
   b) Issue an invitation to submit a bid or proposal not less than 14 days before the opening date of the solicitation, and coordinate with the OST TERO Office to ensure all TERO certified qualified firms are invited to respond to the solicitation. If CHS does not receive two or more statements of intent to respond to the solicitation form TERO certified firms, CHS shall coordinate with TERO to obtain authorization to issue an unrestricted solicitation.

g. **Notification to Bidders, and Proposal Submissions.** All entities or persons submitting a competitive bid, quote or proposal will be notified in writing by the Personnel/Property Clerk when their submission is not selected. The Bid Personnel/Property Clerk shall issue a Notice of Award to the entity or individual who is awarded a contract.

h. **Dispute Resolution.** All written contracts will specify a dispute resolution mechanism. If any procurement does not specify a dispute resolution mechanism, the process shall be that a bidder or contractor may file a dispute or grievance in writing with the Superintendent who shall decide within five (5) business days of receipt of the dispute or grievance. If not satisfied, the Contractor or Bidder must submit a written appeal to the School Board within three (3) business days of receipt of the Superintendent's decision. There shall be no appeal from the Decision of the School Board. The School Board may act based upon the written dispute or grievance and the Superintendent's response or may provide for a hearing at its discretion.

i. **Renewal of Contracts.** Bids from vendors shall be re-advertised every five years unless earlier advertised by Board action.

6.37 QUALITY CONTROL

The Business Manager or his/her designee shall be responsible for assessing the quality and performance of purchased services and items and to measure the cost-effectiveness of department purchases. This information shall be reported to the administrator monitoring the specific program and the Board.

6.38 SPECIFICATIONS

All items and services purchased by the Board shall meet safety, health, and other identified specifications to assure quality and safety. The Business Manager shall be responsible for developing, monitoring, and adhering to identified merchandise and service specifications utilized by the school, except for facilities contracts which will be the responsibility of the Facility Manager.

6.39 PERSONNEL/PROPERTY CLERK/PURCHASING GUIDES AND VENDOR LISTS

The Personnel/Property Clerk shall be responsible for disseminating information to staff and vendors concerning purchasing and procurement guidelines.

The Personnel/Property Clerk shall be responsible for acquiring and maintaining vendor lists and catalogs and for disseminating updated listings of available catalogs for use by personnel.

The Personnel/Property Clerk is responsible for drafting all solicitations required for competitive procurement purchases, advertising all competitive procurement purchases, sending all bids received to the Business Manager and the Board for review, ensure that the proper number of bids are received, ensure that all bids submitted are complete, and communicate with vendors as necessary.

6.40 STUDENT ACTIVITIES FUND MANAGEMENT

All money, or donations of goods or services received by students and staff for student activities shall be turned over to the Business Office immediately. Failure to promptly turn funds over will result in disciplinary action. All fundraising and concessions for school events will be done by classes and groups of Crazy Horse School.

1. **The Business Office Responsibilities.**
   a. Designate employees responsible for the receipt, deposit, and recording of all student activities revenue and all procedures required for verification of funds received at the time they are received on a Form for tracking the funds with two individuals counting the funds.
   b. Designate employees to order, process, and pay bills for the student activities fund.
   c. Prepare monthly financial reports, review with related student sponsors and present them to the Board at their monthly finance meetings.

2. **The Activities and Athletic Director Responsibilities Include.**
   a. Organize volunteers to run concession stands or activities as per the student activities calendar.
   b. Check out the cash box from the business office prior to opening of activity.
   c. Return all cash and checks to the Business Office as soon as possible after the scheduled activity. The student sponsor retains responsibility for all cash until turned into the business office. A double count of cash shall be made by the Purchasing/Travel/AP Clerk and the sponsor upon return of the cash box.
   d. Be responsible for reviewing student activity fund financial reports prepared by the business office and notify them of any errors at the Board's monthly budget meeting.
   e. Prepare the Athletic calendar for the school year.
   f. Orders all supplies needed for concession stands as well as supplies and materials for scheduled activities.
   g. The sale of foods and beverages of minimal nutritional value shall be prohibited throughout the school grounds between the start of the school day and the end of the last lunch period.
   h. Shall assume the duties of student activity sponsors in their absences.

3. **Respective Principal's Responsibilities.**
   a. Be responsible for assignment of concession stands.
   b. Notify concessionaire of the applicable policies, procedures, and fee/collection schedules.

6.41 CASH AND CHECKS

The Crazy Horse School is not responsible for any lost or stolen cash, or checks.

1. **Cash Receipts.**
   a. Incoming mail shall be opened and received by the business office.
   b. The list of received mail shall be maintained by the Purchasing/Travel/AP Clerk.
   c. Checks shall be endorsed “for deposit only” by the Business Manager as soon as the check is received.
   d. Pre-numbered cash receipts shall be prepared for all money transactions.
   e. The Payroll/Accountant shall enter cash receipts in the book of original entry.
   f. Receipts (checks and currency) shall be deposited within two weeks of receipt.
   g. Cash receipts shall be kept in a safe with limited access until the time of the bank deposit.
   h. The business manager shall prepare the deposit.
   i. Currency receipts shall be reconciled to the pre-numbered receipts, during the bank reconciliation process.
   j. The use of the receipted material is strictly prohibited.

2. **Cash Disbursements.**
   a. Checks shall be pre-numbered and used in sequence.
   b. Blank check stock shall be stored in a secure container.

Only persons authorized to prepare checks shall have access to blank checks.

3. **Bank Reconciliation.** Bank accounts will be reconciled within 30 days after the end of each month. The Board shall be provided with a copy of the bank reconciliations monthly. Reconciliations will be made by the business manager, or the CPA is the School has retained a CPA to provide accounting services.

The procedure shall include the following with respect to deposits:

a. Comparison of date and amount of deposits on bank statement and cash receipt journal.
b. Items rejected by the bank due to insufficient funding will be documented.

The procedure for all bank statements shall include:

a. Comparing cancelled checks for authorized signatures.
b. Account for the sequence of check numbers.
c. Examine cancelled checks for authorized signatures.
d. Examine cancelled checks for alterations
e. Review voided checks.

Bank reconciliations will be reviewed and initialed when complete.

Checks outstanding for more than 90 days shall be stopped, voided, and re-issued after being examined and deemed outstanding. No personal or business checks shall be accepted unless a copy of the Driver's License is made, and the address and telephone number are verified. Out of state checks shall not be accepted.

6.42 FUND BALANCE POLICY REQUIRED UNDER GASB STATEMENT NO. 54.

1. **Purpose.** The following policy has been accepted by Crazy Horse School Board to address the suggestions of Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Definitions. The policy is produced in consideration of unexpected events that could adversely affect the financial condition of the School and jeopardize the continuation of necessary public services. This policy will safeguard that the School maintains adequate fund balances and assets in order to:

a. Provide adequate cash flow for daily financial needs;
b. Secure and uphold investment ratings;
c. Offset significant economic downturns or revenue deficits;
d. Provide funds for unexpected expenditures related to emergencies.

This policy and the procedures circulated under it supersede all previous regulations concerning the School's fund balance and reserve policies.

2. **Fund Type Definitions.** The following definitions will be used in recording activity in governmental monies throughout the School. The School may or may not report all fund types in any given reporting period, based on genuine conditions and activity.

The general fund is used to justify for all financial resources not accounted for and stated in another fund.

Special revenue funds are used to account and report the profits of specific revenue sources that are restricted or dedicated to expenditure for specific purposes other than liability service or capital projects.

Debt service funds are used to account for all financial resources regulated, committed or allocated to expenditure for principal and interest.

Capital project funds are used to account for all financial resources regulated, committed, or assigned to expenditure for the acquirement or production of capital assets.

Permanent funds are used to account for assets restricted to the extent that only incomes, and not principal, may be used for purposes that maintenance the School's purpose.

3. **Fund Balance Reporting in Governmental Funds.** Fund balance will be stated in governmental funds under the following classifications using definitions delivered by GASB Statement No. 54:

   a. **Non-Spendable Fund Balance.**
      i. **Definition.** Includes amounts that cannot be disbursed because they are either (a) not in spendable form or (b) legally or contractually required to be retained in-tact.
      ii. **Classification.** Non spendable amounts will be firm before all other classifications and consist of the following items (as appropriate in any given fiscal year):
         a) The School will retain a fund balance equal to the balance of any long term unresolved balances due from others (including other funds of the School)
         b) The School will retain a fund balance equal to the value of inventory balances and prepaid items (to the point that such balances are not offset with liabilities and essentially result in fund balance)
         c) The School will maintain a fund balance equal to the amount (principal) of any permanent funds that are legitimately or contractually required to be retained in-tact
         d) The School will retain a fund balance equal to the balance of any land or other nonfinancial belongings held for sale

   b. **Restricted Fund Balance.**
      i. **Definition.** Includes amounts that can be spent only for the specific commitments specified by the constitution, external resource providers, or through enabling regulation.

   c. **Committed Fund Balance.**

i. **Definition.** Includes amounts that can be used only for the specific commitments determined by an official action of the School's highest level of decision-making ability (i.e. the School Board).

ii. **Authority of Commit.** Commitments will only be used for specific determinations pursuant to an official action of the School Board. A majority vote is required to accept a commitment and a two-thirds majority vote is required to eliminate a commitment.

d. **Assigned Fund Balance.**

i. **Definition.** Includes amounts intended to be used by the School for specific purposes but do not meet the criteria to be categorized as restricted or committed. In governmental funds other than the general fund, allocated fund balance embodies the remaining amount that is not restricted or committed.

ii. **Authority to Assign.** The Crazy Horse School Board gives to the administrator or their designees the authority to assign amounts to be used for specific commitments. Such obligations cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any specific fund.

e. **Unassigned Fund Balance**

i. **Definition.** Includes the outstanding classification for the School's general fund and includes all spendable amounts not enclosed in the other classifications. In other funds, the unassigned classification should be used only to report an insufficient balance from overspending for specific commitments for which amounts had been restricted, committed, or allocated.

4. **Operational guidelines**. The following recommendations address the classification and use of account balance in governmental funds:

a. **Classifying Fund Balance Amounts.** Fund balance classifications illustrate the environment of the net resources that are reported in governmental funds. An individual governmental fund may include non-spendable means and amounts that are restricted, committed, or assigned, or any arrangement of those classifications. The general fund may also include an unassigned quantity.

b. **Encumbrance Reporting.** Encumbering amounts for specific commitments for which means have already been restricted, committed, or assigned should not result in separate demonstration of encumbered amounts.
Encumbered amounts for definite purposes for which amounts have not been previously restricted, committed, or assigned, will be classified as committed or assigned, as correct, based on the definitions and standards set forth in GASB Statement No. 54.

c. **Prioritization of Fund Balance Use.** When expenditure is acquired for purposes for which both restricted (committed, assigned, unassigned) amounts are obtainable, it shall be the policy of the School to consider restricted amounts to

have been condensed first. When an expenditure is acquired for purposes for which amounts in any of the clear fund balance classifications could be used, it shall be the policy of the School that committed amounts would be reduced first, followed by allocated amount then unassigned sums.

d. **Minimum Unassigned Fund Balance.** The School will retain a minimum unassigned fund balance in its General Fund alternating from 10 percent to 15 percent of the succeeding years budgeted expenditures and outgoing transfers. This minimum fund balance is to protect against cash flow shortfalls related to timing of proposed revenue receipts and to maintain a budget maintenance commitment. Starting in Fiscal Year 2021, no recurring salaries or vehicle loans will be paid for from the General Fund to ensure the General Fund is available to cover school related expenditures. Expenditures from the General Fund must be approved by the Superintendent, the Business Manager, and the Board.

i. **Replenishing Deficiencies.** When fund balance drops below the minimum 10 percent range, the School will replenish shortages/deficits using the budget plans and timeframes described below. CHS shall not deficit spend any federal funds. The Board, the Superintendent, and the Business Manager shall not approve any expenditures that would result in a deficit in any CHS federal funds, or a deficit in the General Fund.

ii. The following budgetary plans shall be utilized by the School to replenish the General Fund when the General Fund balance is less than 10% of the prior year's annual budget:

a) The School will reduce recurring expenditures to reduce any fundamental deficit in the General fund balance required under this Policy;

b) The School will increase proceeds or pursue other funding sources;

c) Some arrangement of the two options above

iii. Minimum fund balance deficiencies shall be replenished within the resulting time phases:

a) Insufficiency resulting in minimum fund balance between 12.5 percent and 15 percent shall be refilled over a period not to surpass one year

b) Insufficiency resulting in a minimum fund balance between 10 percent and 12.5 percent shall be refilled over a period not to surpass three years

c) Insufficiency resulting in a minimum fund balance of less than 10 percent shall be refilled over a period not to exceed five years.

5. **Implementation and Review.** Upon acceptance of this policy the Crazy Horse School Board approves the Business Manager and Superintendent to establish any standards and processes which may be necessary for its implementation. The Business Manager and Superintendent shall review this policy at least annually and make any endorsements for modifications to the Crazy Horse School Board.

6.43 CREDIT/DEBIT CARD POLICY

1. **Purpose.** The purpose of the School Credit Card/Debit Policy will be to allow the School to utilize a credit card for approved travel, procurement purchases and other official business. There shall only be two (2) credit cards held in the name of the Crazy Horse School and the Superintendent. CHS shall not use nor possess a debit card attached to any CHS checking account. In addition, Gas Credit Cards are authorized under this Policy. The Board reserves the right to approve or disapprove a CHS credit card account to ensure adequate internal controls. No Credit Card or Retail card shall be authorized without a Board resolution approving such account.

2. **Limits.** The Card will be limited to a maximum credit line not to exceed $10,000.00 as set by the School Board who will determine the limit on a basis of need and the entities, approved budget, and be for business expenditures ONLY.

3. **Conditions of Use.**
   a. The Credit Card cannot be used:
      i. To obtain cash advances from banks, credit unions, automatic teller machines, stores/vendors, casino, or any other financial institution.
      ii. For personal transactions. (i.e., transactions for the benefit of anyone or anything other than the School).
      iii. For any travel expenses or other business-related expense that the School has already provided a travel advance check.
      iv. Purchases made by any person who is not a full-time School employee, and who is not on probationary or temporary status.
      v. Any transaction not previously approved by action of the School Board, unless there is an emergency circumstance that will result in risk to health and safety in which case the Superintendent may authorize the expenditure.

   b. The Credit card may be used for only the following transactions, provided that all transactions require Board approval by motion or resolution prior to use of the credit card, unless there is an emergency circumstance that will result in risk to health and safety in which case the Superintendent may authorize the expenditure.

      Office travel related expenses, including airline tickets, hotel reservations, and automobile rental reservations for which the School has not provided a travel advance.

      i. Official School business where a check is not accepted by the vendor as an acceptable form of payment, when approved.
      ii. Internet procurement: When in the best interests of the School and approved for any expenditure not exceeding $5000.00.

4. **Handling of the Credit Card.** The Credit Card will be stored in the Business Office safe, by the Business Manager. Any requisition in which the credit card use is requested must be submitted to the Department Supervisor, then to the Superintendent, who will submit the request to Business Manager for signature, except in travel emergency, which will be

submitted to the Superintendent directly. The Business Manager will obtain Board approval, except for emergencies which may be approved by the Superintendent. After receiving approval, the Personnel/Property Clerk shall requisition any items or services with the Superintendent present during the actual purchasing.

5. **Breach of Policy.** Breach of this policy will lead to disciplinary action against the employee in accordance with the Personnel Policy. This may include termination and/or prosecution. In all cases of misuse, the School reserves the right to recover any monies from the employed credit cardholder/user. The employed cardholder/user will be required to sign a declaration authorizing the School to recover, from their salary or retirement the amount of purchase that have not been reconciled or the unauthorized purchase(s). If it is determined that the credit card is used for any illegal purposes or other purposes that warrant prosecution, the employee will be prosecuted to the full extent of the law.

6. **Monthly Card Statement.**
   a. Credit Card expenditures must be reconciled by Business Manager within 15 business days of the Statement Date.
   b. Violation of this Policy will result in removal of credit card privileges by the Board. The School Board may authorize cancellation of the Superintendent's authority to use a Credit Card. Further disciplinary action may be taken, up to and including suspension, termination and prosecution.
   c. Card purchases without receipts are ultimately and responsibility of the Cardholder/User. A failure to provide receipts or credible explanation for the unsupported expenditure shall result in a payroll deduction from the cardholder/user. The payroll deduction will be for the entire amount unreconciled in one lump sum pay, unless the payroll check does not cover the expense, in which case additional payroll deduction shall be taken until the balance is paid in full.
   d. Lost or stolen cards must be reported by the Cardholder/User immediately to the named Cardholder, the Business Manager and the School Board and cancelled immediately.

7. **Records Management.**
   a. All documentation associated with the payment of the Credit Card will be maintained by the Business Office.
   b. Original receipts for all Credit Card transactions will be retained by the Business Office.
   c. A copy of the credit card monthly statement shall be included with the Board monthly financial report for Board review.

8. **Termination of Employment.**
   a. Prior to departure or termination of duties, the cardholder/user must reconcile all expenditures since the last statement.
   b. It is the responsibility of the departing cardholder/user to ensure that his/her purchased receipts are settled prior to departure.

c. If the cardholder/user is in possession of the card upon termination of employment the card must be surrendered to the Human Resources Officer as part of the exit process.

d. The Business Manager shall ensure the card is cancelled prior to the end of employment for an employee.

9. **Use of Gas Credit Card**

a. Authorized Employees as determined by the Superintendent or the Transportation Director may use the gas credit card for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties are limited to fuel and minor emergency repairs for the school district transportation vehicles used for transporting students to and from school and for school district-sponsored events.

b. Employees using the gas credit card are required to print and sign the credit card out and print and sign in when the credit card is returned. In addition, employees using the fuel credit card must submit a detailed receipt in addition to a credit card receipt indicating the date and amount for each claim. The gas credit card along with receipts shall be turned into the Transportation Director within one (1) business day of returning from travel.

c. The Transportation Director shall maintain the gas credit card for fueling the school district transportation vehicles in accordance with board policy.

d. It is the responsibility of the superintendent and/or designee to determine whether the fuel credit card use is for appropriate school district business.

e. Failure to turn in the gas card and all required receipts may result in disciplinary action, including the employee being required to pay back through payroll deduction, or direct payment to the Business Office, the cost of fuel not properly accounted for, loss of use of the gas card and termination in extreme situations.

6.44 CELLULAR PHONE USE AND ASSIGNMENT

The School Board may authorize by motion or resolution the assignment of cellular phones to employees and Board members for business use on an as needed basis, and within the budget limits established for cellular phones.

1. **Allowable Use of CHS Cellular Phones.** CHS assigned cellular phones are assigned for the business needs of the School. Staff assigned cellular phones may be used for the following purposes:

a. To make and receive business related calls within the United States.

b. To check emails in case of emergency or absence from the worksite. The School has a limited data plan, and has assigned cellular phones to numerous personnel. Every time a phone is used to check email, this requires data usage. For this reason, the phone should not be used to check email unless there is no other available method of checking email, and there is a business need to check email before the

employee can gain access to a computer. Such a need may be present when the employee is on travel status enroute to a destination.

c. To receive or make personal calls when there are no roaming charges or other use charges applicable for personal emergencies, or when on travel status and there is a personal issue that needs to be addressed, and the employee or Board member does not have access to another method of communication such as other phone or computer. If there are charges to the School cellular phone resulting from any such use, the employee or Board member will be responsible for payment of the charges. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.

2. **Disallowed Uses of CHS Cellular Phones.** The following uses of cellular phones are prohibited:

   a. Use to download data or programs including but not limited to: ringtones, game applications, documents except as a necessary part of checking business emails where no other access to a computer or phone is available and there is an emergency need to review the document.

   b. Checking social websites including but not limited to Twitter, Snapchat, and Facebook.

   c. Accessing internet sites when there is not a business need for such activity. Making of any international calls or personal calls where roaming or other charges apply.

   d. Allowing any other person to use the cellular phone for any purpose not related to school business.

   The School is on a shared data plan. Therefore, any use for downloading documents or use of navigation programs necessary for emergency business purposes must be reported in writing to the Business Office for tracking. Any data use charges to the School resulting from use for unauthorized purposes under this Policy will be charged to the cellular phone assignees of the phones on a prorated basis based on the report of data usage of each phone. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.

3. **Lost or Damaged Phones.** Any employee or Board member assigned a cellular phone who loses the phone, or whose phone is damaged must report the loss or damage immediately to the Business Office. The employee or Board member will be responsible for paying any charges to the School for replacement or repair of the cellular phone. If the charges are not paid upon notice from the Business Office, such charges shall be withheld from pay or stipend check, and the School Board shall have the right to revoke the assignment of the cellular phone if deemed necessary to ensure compliance with this policy.

4. **Misuse of Cellular Phones.** Any violation of this Policy or misuse of a cellular phone will result in disciplinary action under the Personnel Policy. It may also result in the revocation of cell phone assignment at the discretion of the School Board.

6.45 FINANCIAL RECORDS MANAGEMENT

All School Financial records shall be maintained in the Business Office. No CHS Personnel are authorized to remove any Business Office files, documents, or records from the Business Office without specific written permission of the Business Manager. Such written permission will include a listing of the records to be removed from the Office, and the purpose for removal of the record from the Business Office. A log of all files leaving the Business Office will be maintained in the Business Manager's Office.

1. No copies of Business Office records may be made by employees for any purposes that do not relate to official CHS business. If third parties outside of CHS request a copy of business records, those requests must be sent to the Business Office Manager for approval before a copy of records is made, and before such records are released. The Business Office Manager will maintain a log of all releases of records to third parties.

2. No Business Office employee is authorized to destroy, shred, or otherwise dispose of any Business Office records without completing a Records Destruction Form, approved by the Business Office Manager.

3. No Business Office employee is authorized to release or disclose financial records to third parties without the written approval of the Business Office Manager.

4. CHS employees are not authorized to access financial records, whether in electronic form or in hard copy form, for purposes that do not relate to official CHS business.

5. All financial records shall be maintained and shall not be destroyed for a period of five (5) years after the completion of an audit for the fiscal year to which the records relate, unless the records relate to any ongoing litigation or investigation, in which case they will be maintained for a period of five (5) years after the completion of the litigation or investigation.

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7.01 GOALS AND OBJECTIVES

The Board shall provide processes, structures, and resources to ensure staff, students and community member's access to safe, sanitary and adequate buildings and grounds through procedures designed:

1. To provide access to facilities that meets safety, special and environmental needs to enhance learning and working conditions.
2. To provide community access to facility and ground areas to promote community involvement.
3. To provide timely and thorough inspection of facilities, vehicles, and other resources to ensure safe service.
4. To develop time schedules and structures to provide services to students with the least amount of interruption to education.
5. To provide structures to evaluate and upgrade facility use areas and equipment to meet student needs.
6. To provide management systems to determine program needs and resources available at the school.
7. To provide for Assessment and reporting of information to the public to keep them advised of programs, accomplishments, needs and other items.
8. To implement policies and processes designed for cost effective business management at the school.
9. To develop and maintain inventory listings for property, vehicles, equipment, buildings, and grounds.

Business operations are essential yet auxiliary to the school's central function of education. The Board serves as trustee of school facilities and supervisor of school business operation for the purpose of providing the facilities and services to support the educational program. In the operation and maintenance of the school plant, equipment and services, the school shall:

1. Maintain high standards of safety;
2. Promote staff and student health;
3. Reflect community aspirations; and
4. Support efforts to provide quality instruction.

7.02 BUILDINGS AND GROUNDS MANAGEMENT

The Board shall maintain school property in good physical condition, and as comfortable and convenient as the facilities will permit or use requires. The Facilities Manager shall be responsible for the care, custody and safekeeping of all school property and shall establish procedures and employ such means as may be necessary to discharge this duty. Principals are responsible for the care of school property used by their staff and students.

Principals are responsible for notifying the proper authorities or employees of building and operational needs, including the defacing or destruction of school property that needs cleaning or repair. Facilities Manager and Principals shall perform an inspection of school buildings and property during the school year and shall submit a checklist to the Superintendent of property

needing repair or replacement by the first Monday of May.

The Facilities Manager shall develop and submit a plan for approval for the overall management of school facilities to the Board by the first Monday of June each year. The Board, Superintendent, and Business Manager shall be provided with copies of all inspections conducted by any federal, state, or tribal agency. The overall management plan shall include for the timely inspection of facilities, campus areas and equipment by assigned school personnel, as well as the implementation of a preventative maintenance program for all listed areas, and incorporating a reporting and documentation process for inspections, repairs, purchases and maintenance.

School Facilities must follow the Federal Regulations governing the Bureau Facilities Management Program, which are contained within 25 CFR, 41 CFR and 43 CFR, Part 12. All aspects of Facility Health and Safety will be operated in compliance with applicable federal, tribal and state Health and Safety Codes.

The Bureau of Indian Affairs Facilities Management Information System (FMIS) or MAXIMO shall be updated and maintained by Crazy Horse School in order to receive proper and sufficient funding for their school Facility funding. The collection and maintenance of this data is essential for the development of all Facility Management Programs, as it is the basis for developing maintenance schedules and justifying funding and staffing requirements.

7.03 DWELLING UNIT AND MOBILE HOME LOT ASSIGNMENT

The Housing Committee has the authority to assign employees to quarters, in consultation with the Superintendent, with rent deducted on a biweekly basis from the salary check of employees leasing school quarters. The Housing Committee shall be comprised of the following CHS employees: Business Manager, Human Resources Officer, and Facilities Manager. Tenants are required to complete a Rental Agreement annually. The Facilities Manager is responsible for inspecting quarters to ensure tenant compliance with housing policies. Failure to comply with housing policies shall result in termination of the Rental Agreement.

Quarters are reserved for certified personnel and other positions as approved by official action of the Crazy Horse School Board (the "Board"). The assignment of quarters by the Housing Committee for certified personnel are for the school year only, unless specifically otherwise specified in the Rental Agreement. Assignments of quarters by the Housing Committee for all other positions will be leased for a two (2) month term, terminable upon written fifteen (15) days' notice to the tenant to vacate the quarters. The Housing Committee may transfer personnel to other housing units to meet the needs of the School for staff upon ten (10) days written notice. For uncertified personnel, if the School needs to reassign a unit to certified personnel to meet the school's needs, the Housing Committee shall reassign uncertified personnel based first on the size of the unit needed, and second by the date a unit was assigned by the School to uncertified personnel (last assigned, first terminated)

1. **DWELLING UNIT AND MOBILE HOME LOT ASSIGNMENT ELIGIBILITY.**
    a. The following criteria shall be followed in assigning dwelling units and mobile home lots:
        i. **CHS Employee.** Dwelling units owned or managed by CHS shall be

assigned only to CHS employees. Quarters shall not be assigned to employees for the use of relatives who are not members of the employee's immediate family, except in unusual, emergency, or justifiable circumstances approved by the Board.

ii. **Unit Size Determination.** Dwelling units will be assigned on the basis of the number of dependents for which bedrooms are required. Larger houses shall be assigned to larger families. Married employees without children shall be assigned to suitable efficiency apartments before being assigned to multi-bedroom units. **To the greatest extent possible, units will be assigned based on the household size as set forth in the Household Composition Form. The School reserves the right to transfer tenants in the event that CHS determines that a different unit size is necessary to accommodate a change in household membership when a more suitable unit is available, or to meet its needs for certified staffing. All tenants may be transferred upon ten (10) days written notice of transfer to accommodate staff housing needs. CHS shall, to the greatest extent feasible, assign units based on the following guidelines:**

Number of Bedrooms	**Number of Persons**
1	1-2
2	1-3
3	3-6
4	5+

Factors to be considered include age and sex of children, potential changes in family composition, and availability of unit sizes. Children of the same sex under the age of 10 may be assigned to the same bedroom. Cohabitating or married adults shall qualify for 1 bedroom. A two-person family comprised of one adult and one child shall qualify for a two-bedroom unit.

iii. **Rental Rate and Salary Consideration.** Consideration shall be given to assigning quarters having the highest rental rates to higher salaried personnel.

iv. **Tenants with Prior Evictions Ineligibility**. Any prior eviction from CHS Housing will result in ineligibility for future housing.

v. **Mobile Home, Lot Eligibility.** Trailer lots will be used for CHS full-time/permanent employees only.

vi. **Certain Persons Ineligible.** No person convicted of, or who has plead no contest or guilty to a violent crime, any crime against a minor child, a drug-related crime, or any person who is required to register as a sex offender, under any tribal, state, or federal law, to occupy the dwelling unit. Violent crimes include any crime which has as an element of the offense the use or threatened use of physical force upon another person.

Drug-related crimes include the illegal use, possession of, distribution, or

manufacture of any controlled substance or the illegal distribution of alcoholic beverages under any tribal, state or federal law.

vii. **Non-local Employee Preference.** Employees who originate from or intend to remain in the local area should provide their own quarters with the exception of personnel who are on 24-hour call for emergencies. Employees who are already renting or own a dwelling unit in the local area are ineligible to apply for assignment of a CHS dwelling unit. Local area is defined as all lands within the boundaries of the Pine Ridge Reservation.

viii. **No Temporary Assignment of Units.** There shall be no temporary assignment of quarters.–This shall not restrict the School Board from authorizing use of quarters for school related activities beneficial to students to accommodate contractors or volunteers. Such use must be approved in writing by the Superintendent and Housing Committee.

2. **PROCEDURES FOR ASSIGNMENT OF DWELLING UNITS AND MOBILE HOME LOTS**

Prior to the beginning of the School Year, and upon the vacancy of any dwelling unit at other times, the Housing Committee shall meet and review any applications for housing filed by current or prospective CHS employees. The Housing Committee shall select applicants in accordance with the preference requirements set forth in this Policy. There shall be no right of appeal from the decision of the Housing Committee on applications for housing.

Upon assignment of a dwelling unit, the Tenant must complete the following requirement prior to occupancy of the unit:

a. **Household Composition Form Required.** Prior to occupancy of a dwelling unit, Tenants must provide a list of the people the Tenant is requesting the approval of from the Housing Committee to occupy the dwelling unit or mobile home lot unit on the Household Composition Form. Any changes to the family composition requires the pre-approval of the Housing Committee in writing. The Tenant agrees to notify the Crazy Horse School Business Office of any changes in family composition by filing an amended Household Composition Form and shall not permit any additional persons to occupy the unit if notified in writing that such additions to the family composition has been disapproved by the Crazy Horse School. Tenant agrees to not allow guests, boarders, or lodgers to stay longer than seven (7) days in the Unit. Tenant agrees to not allow any person to reside in the Unit that is not listed on the Household Composition Form. The Crazy Horse School reserves the right to terminate the Rental Agreement if additional occupants would render the dwelling overcrowded, or if the Tenant permits additional occupants to stay longer than seven (7) days in the Unit without the approval of the Crazy Horse School. **The Household Composition Form shall be used to determine the size of the unit assigned to the school employees.**

b. **Unauthorized Occupants.** No person convicted of, or who has plead no contest or guilty to a violent crime, any crime against a minor child, a drug-related crime, or any person who is required to register as a sex offender, under any tribal, state, or

federal law, to occupy the dwelling unit. Violent crimes include any crime which has as an element of the offense the use or the threatened use of physical force upon another person. Drug-related crimes include the illegal use, possession of, distribution, or manufacture of any controlled substance or the illegal distribution of alcoholic beverages under any tribal, state, or federal law.

c. **Security Deposit Required.** Tenants are required to pay the Required Security Deposit prior to occupancy of the unit. The Security Deposit for dwelling units is $600.00. The Security Deposit for mobile home lots is $300.00. The Security Deposit for pets is $200.00 per pet. The Security Deposit must be filed with the CHS Business Manager. Such a Security Deposit shall be returned to the tenant, less any set off for damages to the premises, or other charges unpaid within fifteen (15) days of the date the tenant vacates the unit. The Security Deposit will be payable at $60.00 for ten (10) pay periods.

d. **Appliances.** The dwelling unit shall include the stove and refrigerator.

e. **Utilities.** Tenants shall pay for all utilities including water, sewer, garbage, and electricity. The Tenant has fourteen (14) days to provide Lacreek Electric with a $200.00 deposit and completed application for service. After fourteen (14) days, the utility will be disconnected, and the tenant will be responsible for any reconnection fees. Any previous bills not paid while residing in the premises will be deducted from the tenant's salary/wages. Failure to transfer service or reconnect after the allotted fourteen (14) days will result in action being taken by the Superintendent and/or Crazy Horse School Housing Committee. The propane tank will be filled one time and paid for by payroll deduction. The Facilities Manager will conduct a propane reading at the time of move in. The Tenant will be responsible for their own propane and shall have the same amount of propane in the tank when the Tenant vacates the unit.

f. **Signed Rental Agreement Required.** Tenants must sign a written Rental Agreement with the Business Manager prior to being given the keys to the unit. A copy of the Rental Agreement will be on file in the Business Office and a copy of it will be provided to the Tenant.

g. **Unit Drug Testing Addendum.** All tenants shall sign an addendum to the Rental Agreement authorizing the CHS to conduct drug testing of the unit for the presence of methamphetamine ("meth") and fentanyl as follows:

1. Prior to move-in;
2. At move-out;
3. During inspections of the unit;
4. Prior to transferring to another unit;
5. Upon reasonable suspicion;
6. Intermittently post-occupancy with 24-hours notice as set forth below; or
7. At the request of the Tenant.

3. **TENANT RIGHTS AND OBLIGATIONS.**

Tenants of Crazy Horse School quarters may expect the same courtesies as are ordinarily extended by any landlord. The Board expects tenants to exercise reasonable care in the use of the quarters as is ordinarily expected of any tenant.

a. **Use of the Property.** Tenants shall use the assigned property as the Tenant's primary residence only. The Tenant agrees not to engage in or permit any household

members, relatives, guests, invitees, or agents to engage in any unlawful use of the dwelling unit, common areas, or grounds.

b. **Inspections.** An inspection of the quarters shall be made by the Facilities Manager and the Tenant prior to and at the termination of the tenant's occupancy. An annual inspection will be completed on or before April 30th of each year. An inspection report will be filed at the Facilities Office with a copy furnished to the Tenant at the time of occupancy. Twenty-four (24) hours' notice of inspection shall be posted on the housing unit in a conspicuous place. The Tenant does not need to be present for inspections but may be present.

The Tenant agrees to allow Crazy Horse School or its agents to enter the dwelling unit during normal business hours upon reasonable advance notice in order to inspect the premises, to exterminate for pests, to make repairs, to show the premises to prospective Tenants, or to conduct a unit drug test. The Tenant will not be unreasonable in denying entry to the unit.

The Landlord may also enter the premises without prior consent if it appears to have been abandoned by the Tenant or in case of an emergency, and as otherwise permitted by law or court order. If the unit appears abandoned, the Landlord shall post a Notice of Abandonment on the front door of the unit and attempt delivery of the Notice of abandonment to the last known mailing address of the Tenant. If the Tenant has not contacted the Landlord within three (3) days of the posting of the Notice of Abandonment, the Landlord shall change the locks on the unit and otherwise secure the unit from vandalism. The Landlord shall store the Tenant's possessions for thirty (30) days and charge the Tenant the amount of $50.00 per day for such storage. After thirty (30) days, such property as is not claimed by the Tenant shall be deemed abandoned and disposed of. By signing the Rental Agreement, the Tenant hereby consents to such disposal by the Landlord.

c. **Unit Drug Testing.**

1. **Baseline and Post-Occupancy.** When a unit becomes vacant, the Facilities Manager or designee shall drug test the vacant unit when the tenant moves-out and the unit becomes vacant and secured. This unit drug test becomes the measurable baseline demonstrating whether there is methamphetamine ("meth") or fentanyl residue contamination.

   In the instance of a positive drug test for meth or fentanyl residue in a unit that had not been previously baseline tested, the Facilities Manager may complete additional tests to establish a baseline and to determine whether meth or fentanyl use, or manufacture occurred in the unit during the tenant's tenancy. The Facilities Manager shall provide the tenant with a written 24-hour notice of meth and fentanyl testing.

   For units previously drug tested, the unit drug test provides a measure of meth and fentanyl residue contamination, if any, indicating whether meth and fentanyl use, or manufacture occurred in the unit during a tenant's tenancy. This

unit drug test occurs post-occupancy and during inspections of the unit as stated above.

2. **Unit Transfer.** If a tenant applies for a Unit Transfer with the Housing Committee, the Housing Committee shall test the unit for meth and fentanyl contamination before the decision is made to allow the tenant to transfer.
   If the unit tests positive for meth or fentanyl, such positive test results indicate that meth or fentanyl was used or manufactured in the unit during the tenant's tenancy.
   Upon approval of a transfer request, tenants whose unit tested positive for meth or fentanyl contamination will not be permitted to move their personal property into a new unit.

3. **Reasonable Suspicion.** If the CHS reasonably suspects that a tenant is in possession, using or is manufacturing meth or fentanyl in a CHS unit or within the CHS premises, such as storage areas or on adjacent common areas owned or managed by the CHS, the CHS shall inform the tenant of the reported suspicion, and provide the tenant with a written 24-hour notice of meth and fentanyl testing of the unit.
   If OST Law Enforcement, CHS personnel, or any other credible source submits a written report to the Facilities Manager of suspicious conduct indicating that a CHS tenant is using or manufacturing meth or fentanyl in the CHS unit or on the CHS premises, the CHS shall determine whether reasonable suspicion indeed does exist and, if so, may proceed in the same manner as set forth above in notifying the tenant.

4. **Positive Test.** If a Unit tests positive for meth or fentanyl, such positive test results are violations of the Rental Agreement and are grounds for Lease Termination pursuant to the No Drug, Alcohol, and Inhalant Policy below.

5. **Positive Test Above 1.5 ug/100 cm^2.** The CHS may terminate the Rental Agreement any time a test result is above 1.5 µg/100 cm^2 (micrograms per 100 square centimeters) or when there is other evidence that a meth lab is being operated in the Unit or that meth or fentanyl is being used or distributed by the Tenant.

6. **Positive Test At or Below 1.5 ug/100 cm^2.** The CHS may terminate the Rental Agreement when a unit tests positive at or below 1.5 µg/100 cm^2 (micrograms per 100 square centimeters) or when the Unit has previously tested positive on at least one other occasion, or when the Tenant has a history of other serious noncompliance with the Rental Agreement or this Policy. If there is no previous positive test result or adverse history, the CHS may temporarily or permanently relocate the Tenant so the Unit can be properly decontaminated to a safe level.
7. **Clean Up Costs Charged to the Tenant.** If a Unit tests positive for meth or fentanyl, the CHS may charge the Tenant for all or some of the cleanup and remediation costs. These charges shall be added to the Tenant's account balance, or in the event of eviction through litigation, the CHS reserves the right

to request cleanup and remediation costs as damages from the Court.

d. **Notices.** All notices shall be in writing and given to the Tenant by the School at the dwelling unit or by certified mail. All rents and notices issued to the School by the Tenant which shall be in writing and given to the Crazy Horse School Business Office at 245 Crazy Horse School Drive Wanblee, SD 57577.

e. **Maintenance of the Dwelling Unit and Reporting Maintenance Needs.** Damage to school property or equipment and any maintenance needed on dwelling units or premises shall be reported promptly to the Business Office and Facilities Manager.

The Tenant is responsible for the maintenance of lawn and sidewalks within property boundaries and are expected to furnish their own maintenance equipment. The Tenant shall make arrangements for the care of the lawn and sidewalk when he/she is on vacation. Playground equipment, swimming pools, sand boxes, etc., are not permitted on the front lawns. Equipment of this type may be placed in the backyard with permission from the Facility Manager.
Structural, mechanical, or electrical alterations of any kind to the dwelling unit or property are not permitted.

The Tenant shall not permit nor cause any holes in the roof, exterior or interior walls, or floors of the dwelling unit, nor attach any satellite or other object to the dwelling unit without the express written permission of the Facilities Manager and Business Manager.

Tenants are responsible for damage caused by other than normal wear and tear and use, negligence, or misuse and shall promptly reimburse the school for the cost of repair or replacement in the amount determined by the Facilities Manager. The CHS reserves the right to set off any funds in the possession of CHS, or to file a claim in a court of competent jurisdiction, to recover for damages to CHS property by a tenant.

Tenants will be assessed and are expected to promptly reimburse the School for the rehabilitation or repair of the quarters or equipment for damages noted during any maintenance or safety inspections or "check-out" inspections when vacating the quarters. Such damage shall include deterioration beyond normal wear and tear. The Tenant shall be responsible for reporting any need for maintenance of a unit to the Facilities Manager immediately.

The Tenant shall not change, alter, replace, or add new locks without written consent of the Crazy Horse School. Any locks so permitted to be installed shall become property of the Landlord and shall not be removed by the Tenant. The Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Landlord.

Any Tenant owned and used appliances including extension cords shall be U.L. approved types and shall be maintained in such condition that they will not present

safety hazards. Tenants must take care not to overload the electrical circuits.

The Tenant shall make every reasonable effort to conserve the use of utilities supplied and paid for by the Crazy Horse School and shall not waste the same.

No materials or goods shall be stored within two feet of any furnaces, water heaters, chimneys, or smoke pipes.

Maintenance needs shall be reported using the following procedure:

i. Requests for routine repairs or maintenance work shall be written by the requesting Tenant on the Work Order Form and a copy retained in the Facilities Office.
ii. Tenants dissatisfied with the non-completion of work requests must file a grievance with the Facilities Manager and Superintendent, who must respond within three (3) business days in writing to the grievance. If the Tenant is still dissatisfied, the Tenant must file an appeal in writing to the Business Manager who shall schedule an appeal hearing with the Housing Committee. The decision of the Housing Committee shall be final.
iii. A work order request must be submitted to the Facilities Manager prior to implementing any repairs, except in an emergency.
iv. If repairs are needed because of negligence, the Facilities Manager shall report the information to the Superintendent immediately. The cost of such repairs may be assessed to the Tenant.

f. **Notice of Absence from the Dwelling Unit.** The Tenant shall notify the Landlord in writing if the dwelling unit will be left unoccupied by the Tenant for a period longer than thirty (30) days and shall advise the Crazy Horse School Business Office how to contact the Tenant during such period. The Tenant shall arrange to have the quarters checked to ensure proper functioning of the heating systems, hot water heater, etc. Any maintenance or repair cost arising from neglect during unoccupied periods shall be assessed to the Tenant. Tenants shall be billed for repairs due to negligence through payroll deduction. Failure on the part of the Tenant to keep propane supplied in the tank or payment of any utility bills constitutes negligence. The propane tank shall be filled by the Tenant to at least 80% full before vacating the unit.

g. **Payment of Rent.** Rent shall be charged according to the CHS Housing Rate Schedule, which shall be reviewed, approved by the School Board, and published annually, prior to the issue of the housing rental agreements. Rent is expected to be paid on the first day of every month, or bi-weekly and deducted from the Tenant employee's paycheck pursuant to a signed Salary Deduction form. Rent that is not paid on or before the first of the month or on time by salary deduction shall be grounds for lease termination for cause.

h. **No Subletting.** Subletting or subleasing of any portion of the quarters assigned to the Tenant shall not be permitted. Exchange of money is not required to constitute

subletting/subleasing. Tenants may not sublease or assign their rights under the Rental Agreement to any other person. Tenants may not permit boarders or lodgers in the CHS dwelling unit. Guests may not be permitted to occupy the unit for any length of time longer than seven (7) days.

i. **Business.** Conducting a business enterprise of any kind in the quarters is not permitted, with the exception of those ventures which may occur periodically, and which have duration of only a few hours, including, but not limited to, the following: food sales, rummage sales, lawn mowing, snow removal, or babysitting services.

j. **Parking.** Tenant vehicles shall be parked in such a manner not to inconvenience tenants in other quarters. Parking on lawns is prohibited.

k. **Non-Operating Vehicles and Rubbish are Prohibited.** Automobiles parked at the residence must be able to move under their own power. If the automobile is found to be inoperable, a notice shall be issued to the Tenant to repair or remove the inoperable vehicle within fourteen (14) calendar days. If upon re-inspection the inoperable vehicle remains on the premises the Facilities Department shall have the right to remove the vehicle at the expense of the Tenant, and the Tenant shall be assessed a fee of $100.00 to cover the cost to the CHS for removal of the vehicle. The Tenant shall keep the dwelling unit and exterior of the property free from rubbish, and hazardous or combustible materials. Tenants shall not allow debris to accumulate in or around quarters and shall keep their quarters free of hazards, which would cause fires or injuries. If the premises are found to be in violation of this requirement by the CHS, a notice shall be provided to the Tenant to correct the non-compliance issue within seven (7) calendar days. If, upon re-inspection, the Tenant has not corrected the non-compliance issue, the Facilities Department will clean up the premises and a $100.00 fee will be assessed to the Tenant to cover the cost to the CHS to clean up.

l. **Pets and Livestock:** Pets are subject to the OST animal control ordinance. There shall be no more than two (2) dogs, or two (2) cats authorized per housing unit, or one (1) dog and (1) cat per housing unit. There shall be no more than one (1) dog or one (1) cat authorized per apartment unit. Exotic animals of any kind are strictly prohibited in any of the housing or apartment units. In addition, should any animal be found roaming at large on campus or in tenant housing the following action will take place by the Facilities Manager or his/her designee in accordance with the following procedures:

   i. Documented notice will be given to the owner of the animal with a warning of further steps to be taken.
   ii. Documented second notice will be given to the owner of the animal with the understanding and consent that further violations of the policy will result in the animal being removed from the Crazy Horse School property.
   iii. The OST animal control officer will be contacted to remove the animal from the Crazy Horse School property.

iv. Failure to voluntarily remove an animal from the property after the first notice issued to the Tenant for removal shall be grounds for termination of the Rental Agreement.

v. All efforts will be made to properly identify the owners of any pets before any action is taken, therefore, it is important for pet owners to always have identification collars on their pets.

vi. No livestock shall be allowed on the CHS campus, except for agricultural educational purposes, approved in advance by the Superintendent.

m. **Rental Insurance Against Loss or Damage to Personal Property.** The Board is not responsible for loss or damage to personal property of the Tenant placed in school quarters. It shall be the responsibility of each tenant to properly obtain renter's insurance for their personal property to protect against such loss.

n. **Conduct of Tenants, Household members, Guests, and Invitees.** Tenants, family, guests, and invitees of tenants are expected to conduct themselves in an orderly and respectful manner.

The Tenant is responsible under the Rental Agreement for the conduct of the following people: all household members listed on the Household Composition Form, guests, invitees allowed onto the premises whether the person is a guest of the Tenant or a household member. Such conduct includes excessive noise that disturbs the right to peaceful enjoyment of other household members, or any person in the CHS housing area, or conduct that presents a threat to the health or safety of other household members or their property is a violation of the Rental Agreement. Tenants, household members, guests, or invitees may not possess any firearms in the dwelling unit or on the premises.

o. **No Alcohol, Drugs, or Inhalants.** No alcohol, drugs or inhalants shall be allowed to be used, sold, manufactured, or possessed by Tenants, their household members, guests or invitees. Any drug or alcohol violations are grounds for immediate termination of the Rental Agreement. Reported incidents of such activity will be turned over to the Oglala Sioux Tribe Public Safety Commission and/or School personnel per the School's organizational chart. The incident report shall be submitted to the Superintendent's office for the Superintendent's review and to maintain a record of the incident.

p. **No Smoking Permitted in the Housing Units.** No smoking shall be permitted inside any of the CHS housing units by any person. If it is determined that smoking has occurred inside a housing unit, this is grounds for termination of the Rental Agreement. The Tenant shall be assessed with a $500.00 charge for the cost of repainting the unit, and shall be responsible for any additional cost resulting from the violation of this Policy.

4. **RENTAL AGREEMENT TERMINATION.**

a. **Termination of the Rental Agreement.** Rental Agreements shall terminate upon one of the following conditions:

i. **Termination for Violation of the Rental Agreement.** Any violation of the terms and conditions of the Rental Agreement shall be grounds for termination of the Lease. The Housing Committee shall have the responsibility and authority to terminate the Rental Agreement for any violations giving not more than three (3) days' notice to vacate the premises. Violation of the terms and conditions of the Rental Agreement, the CHS policies and procedures regarding quarters and mobile home lots on CHS property, or a violation of tribal or federal law, shall constitute grounds for Rental Agreement Termination. Any violation shall be sufficient grounds for lease termination, but the School has the discretion to give the Tenant one (1) written warning with probationary conditions pursuant to a Notice of Lease Violation prior to termination of the Rental Agreement. Not more than one (1) warning shall be allowed before lease termination proceedings are begun. There is no appeal to the School Board upon termination of the Rental Agreement.

Tenants are not permitted to receive three (3) or more lease violations during the term of Tenant's tenancy, including if a Tenant acquires one (1) lease violation per lease term over the course of several lease terms.

The term of Tenant's tenancy means from the date of occupancy to the term date of tenancy on the current rental agreement. Any tenant who has three (3) or more lease violations will have sufficient grounds for lease termination and non-renewal of the Rental Agreement. The Housing Committee reserves the right to terminate a Rental Agreement for one (1) lease violation as mentioned above. The School does not waive its right to issue a lease violation or terminate the Rental Agreement if it does not assert its claim under the Rental Agreement. The Housing Committee still reserves the right to issue a lease violation or terminate the Rental Agreement during the term of the Tenant's tenancy.

Upon receipt of the Notice of Lease Termination and Notice to Quit Possession by the Tenant from CHS for violation of any provision of the Rental Agreement, this Policy, or tribal or federal law, the Tenant agrees to vacate the premises, remove all personal property and belongings and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to the Crazy Horse School immediately upon vacating the unit, not more than three (3) days after the Notice of Lease Termination and Notice to Quit Possession is delivered by certified mail to the Tenant's last known mailing address and/or posted on the front door of the dwelling unit. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated the unit shall be considered abandoned property, and the CHS may sell or otherwise dispose of it without liability to the Tenant.

ii. **Destruction of the Premises.** If the premises is rendered uninhabitable by fire, flood, or other natural disaster during the term of the Rental Agreement,

the Rental Agreement shall thereupon be terminated.

iii. **Expiration of the Rental Agreement.** The Rental Agreement for Certified Personnel shall automatically terminate on June 30th of each year without notice, and the Tenant agrees to vacate the premises upon the expiration of the Rental Agreement, if not earlier terminated by the Tenant or Landlord. The Tenant agrees to vacate the premises, remove all personal property and belongings, and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to the Crazy Horse School immediately upon vacating the unit, by the date of the Rental Agreement expiration. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the CHS may sell or otherwise dispose of the same without liability to the Tenant.

The Rental Agreement for all other personnel positions shall be on a two-month lease and shall terminate fifteen calendar (15) days after a notice has been provided to the Tenant. The Tenant agrees to vacate the premises either by the Rental Agreement expiration date or by the date provided in the Notice of Lease Termination issued by the School, as applicable. The Tenant agrees to vacate the premises, remove all personal property and belongings, and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to the Crazy Horse School immediately upon vacating the unit, either by the Rental Agreement expiration date or by the date provided in the Notice of Lease Termination, as applicable. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the CHS may sell or otherwise dispose of the same without liability to the Tenant.

iv. **Termination of Employment of the Tenant by the Crazy Horse School**. The Rental Agreement shall terminate upon termination of the Tenant's employment with Crazy Horse School. The CHS Superintendent shall deliver to the Tenant a Notice of Lease Termination and Notice to Quit Possession providing at least three (3) days' notice to vacate the premises. The Tenant agrees to vacate the premises, remove all personal property and belongings, and leave the premises as clean as they found them; normal wear and tear accepted, and return all keys to the Crazy Horse School immediately upon vacating the unit, not more than three (3) days after receipt of the Notice of Lease Termination and Notice to Quit Possession. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the CHS may sell or otherwise dispose of the same without liability to the Tenant.

v. **Termination by the Tenant.** The Tenant shall notify the CHS Business Manager in writing if the Tenant terminates the Rental Agreement, by

providing at least three (3) business days' notice of the date and time the Tenant is vacating the unit. The Tenant agrees to vacate the premises, remove all personal property and belongings and leave the premises as clean as they found them; normal wear and tear excepted, and return all keys to the Crazy Horse School immediately upon vacating the unit, by the date provided in the Tenant's Notice of Lease Termination. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the CHS may sell or otherwise dispose of the same without liability to the Tenant.

b. **Eviction Procedures**. Any tenant who has not vacated the dwelling unit or mobile home unit within three (3) days of receipt of the Notice of Lease Termination as set forth in subsection (1) above shall be evicted by the CHS in accordance with OST law. Tenants shall be responsible for all court costs, attorney's fees and other CHS expenses resulting from the need to file an eviction complaint in OST tribal court.

7.04 SAFETY PROGRAM

The Board shall make every effort to prevent accidents by taking all reasonable precautions protecting the safety of those present on school property. The Board shall comply with all Civil Defense Regulations.

The Facility Manager/Supervisor shall have responsibility for the safety program and see that appropriate staff will be kept informed of state and local requirements relating to fire prevention, civil defense, sanitation, public health and occupational safety. The staff shall adhere to the recommended safety practices as they pertain to the school.

7.05 FIRE PREVENTION

Fire prevention measures in the school shall be in compliance with appropriate Safety Code(s) and directives of the state Fire Marshall in cooperation with the Bureau of Indian Affairs (BIA).

Fire prevention shall reflect the top priority the school gives the welfare of students and staff. Those in charge of school property being used for purposes other than instruction are responsible for compliance with school fire prevention measures.

7.06 EMERGENCY DRILLS

The Superintendent or his/her designee shall:

1. Develop a plan for building evacuation in case of emergency.
2. Conduct emergency drills and report evacuation timelines to proper authorities.
3. Post emergency exit directions in all school buildings.

Failure of staff to participate in emergency drills shall result in personnel action for insubordination. Activation of fire alarms without approval or need will result in immediate disciplinary action against the perpetrator, up to and including expulsion.

7.07 BOMB THREATS, TORNADO PLAN, FIRE PLAN, LOCK DOWNS, & CRITICAL INCIDENTS PROCEDURES

All School personnel shall cooperate fully with police in planning and carrying out procedures for dealing with bomb threats and lockdowns and shall be given instructions regarding their responsibility in the event of such a situation. One copy of all these plans and procedures will be posted in each classroom and office.

The local school leadership shall direct the development and dissemination of a school wide Disaster Plan for their school building to all staff at the beginning of each school term; The plan shall require that all emergency exit and pathways be posted in each office, classroom and other areas of the school as determined by administration. All drills conducted pursuant to the Disaster Plan, including fire, inclement weather, bus, and lockdown will be conducted in compliance with all tribal, federal and state standards under the supervision. Said tests shall be under the administration and be evaluated by the school Superintendent, who shall complete a written report of each practice drill and submit each report to the local school leadership and OST Tribal Education Agency.

Sessions shall be held during personnel pre-service, prior to the beginning of the school year. A crisis team of school personnel shall be established in August, prior to the school year beginning. Make sure a copy of the code system is taped inside your grade book for your substitute teachers.

Ref: Crisis Management Plan master copy is on file in each Principals office.

7.08 TRAFFIC AND PARKING CONTROLS

The Board shall work with appropriate agencies in an effort to provide the best possible safe coverage for students leaving and entering school grounds which may include use of safety patrols at crosswalks and marking school speed zone areas as provided by law. The Superintendent shall develop rules and regulations for parking and traffic control on school property.

CHS Employees/Personnel who park in handicap parking spaces must have a handicap sticker, sign, or license plate displayed and if not, the individual will be required to move their vehicle to a non-handicap parking space.

7.09 SAFETY INSPECTIONS

The Facilities Manager with the prior written approval of the Superintendent shall:

1. Acquire or approve of inspections by licensed off-site inspectors for their services;
2. Develop, monitor, and implement safety inspection procedures for all school areas and services;
3. Develop and conduct inspections of all heating, emergency, and other systems of the school; and
4. Implement inspection activities on a regularly scheduled basis.

The Principals shall provide for the ongoing inspection of instructional and support service workstations to ensure health and safety requirements legislated by tribal, state and federal agencies.

7.10 SECURITY

The Facilities Manager shall develop security procedures for Board approval to include Daytime/nighttime security: (Handbook will outline procedures for insuring that CHS will be safe.

Nighttime Security is responsible for ensuring the safety of CHS property and premises. Nighttime Security personnel shall complete the Night Security Guard Checklist & Journal for each and every shift. The Night Security Guard Checklist & Journal is attached to this Policy as **Appendix 20.**

1. Provision for door locks;
2. Minimizing fire hazards;
3. Reducing possibility of faulty equipment (routine checks on CHS equipment);
4. Protection against vandalism and burglary;
5. Prosecution of vandals;
6. Oversee security of buildings and school housing on campus;
7. Security equipment;
8. Personnel certification or training/certification; Establish a protocol or process for CHS inventory (property management);
9. Establish agreements with O.S.T. agencies and Public Safety i.e. plan for curfew enforcement;
10. If a parent, legal guardian, community member, or guest is aggressive or physically or verbally abusive to students or staff, the Facility Manager or designee shall escort such person out of the building. The School Superintendent may prohibit any person who has engaged in such conduct from entering the school premises or may restrict the terms and conditions upon which such persons may enter the school premises. including requiring such persons to check-in at the security booth. The School will enforce the guidelines below. Depending on the severity of the incident, the Superintendent has the discretion to impose more restrictive requirements upon any person for incidents.

    a. **First Time.** Such a person will be escorted out of the building.
    b. **Second Time.** Such person is required to check in at the security booth and will be escorted to and from the location for school related purposes only.
    c. **Third Time or for a Serious Incident.** Such person will not be allowed access to school grounds and the School may take other actions as necessary to protect personnel including but not limited to obtaining a Restraining Order.

7.11 VANDALISM PROTECTION

All CHS personnel are required to report vandalism committed by CHS students or employees during school activities on or off site immediately to the Superintendent. Any personnel who do not report such vandalism shall be responsible for the cost of vandalism which shall be deducted from their paycheck. All vandalism of School property shall be reported to the Superintendent and Facilities Manager within twenty-four hours. The Superintendent is authorized to sign criminal

complaints and to press charges against perpetrators of vandalism and to delegate authority to sign such complaints and to press charges.

7.12 HEATING AND LIGHTING

The Facilities Manager shall be responsible for making certain that heating and lighting to include proper Exit signs for all areas are maintained at proper levels and conduct periodic inspections of all areas to make certain that levels meet environmental and school learning needs.

Propane and heating fuel tanks shall not be filled without prior authorization of the Business Manager, except in an emergency situation where receiving prior authorization from the Business Manager is unreasonable, the Facility Manager shall notify the Superintendent.

7.13 CLEANING PROGRAM

The Building Principals shall develop and implement a cleaning program for school facilities and campus areas and shall submit regular reports to the Board. The Building Principals shall conduct periodic inspections of these areas as part of the performance Assessment criteria. Custodial personnel shall be given schedules and locations of cleaning responsibility. Employees are to contact the Building Principals immediately if scheduled cleaning of facilities does not take place. Principals shall periodically schedule campus area cleanup activities implemented by staff and students.

7.14 SANITATION

The Board shall ensure that all facility and grounds areas of the school meet sanitation requirements and require supervisory personnel to make certain that promotion and maintenance of sanitary conditions in all areas under their supervision are met. Inspection of sanitation conditions shall be conducted daily with responsibility for sanitation provided by the Facilities Manager and the Custodians.

7.15 REPAIRS AND ALTERATIONS

Employees are not authorized to make alterations to any equipment or school property without the signed written consent of the Superintendent and Facility Manager. Principals are responsible for consulting with the Facilities Manager concerning needs for any repairs to building or campus areas. The Facilities Manager and Superintendent shall complete facilities review annually, documenting major repair needs. The checklist submitted by school principals shall be relied upon in the annual facilities review.
The following procedure shall be followed for minor repairs to school buildings, grounds, and quarters:

1. Requests for routine repairs or maintenance work shall be written by the requesting individual on the Work Order Form and a copy retained in the Facilities Office.
2. Persons dissatisfied with the non-completion of work requests may utilize the Grievance Procedure outlined in the policies and procedures.
3. A work order request must be submitted to the Facilities Manager prior to implementing

any repairs, except in an emergency.

4. If repairs are needed because of negligence, the Facilities Manager shall report the information to the Superintendent immediately. The cost of such repairs may be assessed to the individual.

7.16 EMERGENCY REPAIRS

Need for emergency repairs shall be reported to the Superintendent by the supervisor. The Superintendent has the authority to determine processing of expenditures for emergency repairs.

7.17 LEASING AND RENTING

The Superintendent is authorized to lease or rent to individuals or organizations requesting the use of school facilities with such privileges contingent upon completion of facility use agreement criteria. The cost of leasing and renting school facilities shall be in accordance with the School Facility rate schedule, which shall be reviewed and issued annually at the Board's June meeting.

1. Activities sponsored by student and school groups have preference over outside use of facilities.
2. Authorization and scheduling of facility areas through the Activities/Athletic Director, inclusive of signatory approval on a Facility Use Agreement.
3. An additional deposit shall be required as set forth in the Facility Rate Schedule adopted annually. The deposit shall be returned to the sponsoring individual or organization only after the facility has been inspected by the Business Manager to verify it has been properly cleaned and not damaged. The School shall charge costs of repair or cleaning incurred against the deposit, and shall provide an itemized statement of any such charges to the sponsoring organization or individual.
4. The Facilities use Agreement shall include a written release of any liability of the School by individuals or organizations utilizing school facilities.
   The Superintendent shall be responsible for completion and monitoring of facility use agreements to assure proper coordination of facility use and scheduling needs of school-sponsored activities in their respective facilities.
   Student organizations using facilities are not required to submit a damage deposit or rental fee unless previous use has resulted in damage to facilities or equipment during activities.
   Sponsoring organizations shall be required to consult with Public Safety to make arrangements for security for activities at least two weeks prior to the activity, unless other suitable arrangements for security have been made and approved and shall submit written verification to the Superintendent that such arrangements have been made.
5. The kitchen is not allowed to be used after midnight and when no personnel is present.
6. Wakes, funerals, and memorial dinners will not require a fee and will be held in the TNT building only.

7.18 MAIL AND PACKAGE SERVICES

All items delivered to the school by any courier or delivery service, including but not limited to USPS and Federal Express are covered by this Policy. The following shall govern incoming and outgoing mail and package service:

1. The use of the school postage meter, or the school address, for personal mail or packages is prohibited.
2. Restrictions affecting regular postal service shall be in effect for mail service.
3. Outgoing mail and packages must be placed in proper mailbox in the Business Office.
4. Business Office personnel are responsible for pick-up and delivery of all mail and packages.
5. The Business Office shall be responsible for the notification to departments for pickup of mail and packages.

7.19 RECEIVING

The Business Office is authorized to receive postal or other delivery of goods and items to the school and is responsible for recording invoices and the inventory and proper disbursement of items. In the event that the Business Office is closed when a courier service is attempting to deliver a package, the Superintendent or their designee shall receive such deliveries and deliver them directly to the Business Office on the next business day the office is open.

All School personnel shall direct such courier delivery persons to the Business Office, and if closed, to the Superintendent or their designee.

7.20 WAREHOUSING

Items are to be warehoused in identified storage areas that inhibit damage to the items. Supervisors are responsible for monitoring the distribution of supply items to personnel under their direct supervision. Employees are not to hoard supplies.

7.21 EQUIPMENT LEASING AND RENTING

The Superintendent or his/her designee is responsible for developing procedures authorizing and coordinating the lease or rental of school equipment. The Business Manager shall be provided a copy of any rental or lease that has occurred. No School equipment shall be provided to any person or organization unless there is a signed Lease or Rental Agreement approved by the Business Manager, and shall only be leased or rented if such use is in the best interests of the School, and for a school sponsored activity, or maintenance of CHS properties. A Security Deposit shall be required. No equipment valued at more than $500.00 shall be Leased or Rented in any circumstances.

7.22 EQUIPMENT MAINTENANCE

The supervisor to whom equipment is assigned shall be responsible for making certain items are kept in functional working condition, shall identify, and implement periodic inspection of all equipment to make certain that upkeep standards are met and shall record all inspections and repairs to equipment.

7.23 EQUIPMENT AND SUPPLY RECORDS

Inventory procedures for equipment and supply items shall be as prescribed in Section 5.28 Fiscal Management.

7.24 AUTHORIZED USE OF EQUIPMENT

Employee use of equipment or supplies for personal reasons is prohibited. Unauthorized use of equipment and supplies shall result in disciplinary action. This restriction includes personal use of school gas tanks, school tire machines and vehicle maintenance equipment along with school fuel pumps.

7.25 TELEPHONE USE

Telephone use is for school business only. No (900) or other such calls may be made from school phones. Employee use of the telephone or their own cell phones during school hours for personal calls will result in disciplinary action with the cost of landline calls or overage charges for school cell phones shall be deducted from the employee's payroll check. Students and staff are not authorized to make outgoing personal calls on school telephones or personal cell phones and will not be called to receive incoming calls unless in an emergency or as authorized by the Superintendent in writing. Business Office personnel shall reconcile monthly telephone billings. School cell phones have a monthly minute limit.

If the monthly minutes are exceeded, the employee who has the phone will be responsible for overage charges which may be withheld from their paycheck, and authorization of cell phone use may be terminated. Employees shall be given one written notice before the action of removing the phone takes place.

7.26 DUPLICATING SERVICES

Employees may duplicate materials utilizing available equipment in the office for small quantity copying. Office copy machines are to be used for school business unless otherwise authorized by the supervisor to whom the machine has been assigned.

7.27 STUDENT TRANSPORTATION MANAGEMENT

The transportation program shall be designed to transport students living an unreasonable walking distance from school in a safe efficient manner and to provide transportation for academic field trips in direct support of the curriculum, extra-curricular program needs, and other support uses for students. Students shall be transported at the end of the School day, and for students who are involved in student activities, transportation after such activities. Students who are not in a school activity may not use school transportation. Other persons who are not students or employees may not be transported or be in a school vehicle unless such persons are specifically authorized by the Superintendent, they sign a liability waiver, and are present in an official capacity on behalf of the school (such as a parent or other volunteer chaperoning a school activity or acting as a bus monitor under a Volunteer Agreement). In no event will an individual be granted permission to utilize school transportation for any reason not related to official school business. Students from other schools may not utilize School transportation without an interagency Transportation Agreement in place, or prior approval of the Superintendent in writing, and the filing of a signed liability waiver

with the Superintendent.

1. Students shall be returned to their home following school activities and employees delivering students are required to make certain that a parent is present prior to leaving the student. The student is to be returned to the school and alternatives implemented if the student cannot be returned home safely.
2. Elementary teachers shall escort their class to bus loading zones daily to make certain they board the bus safely.
3. Elementary teachers shall notify parents to make certain that a parent is home when school closes early due to inclement weather or other reasons. The student is to be returned to school and other alternatives implemented if a parent is not home.

7.28 TRANSPORTATION GUIDELINES

The Transportation Manager is responsible for all school vehicles used, for student transportation and the operation of the Transportation Department and shall conduct an annual program Assessment. The overall transportation program shall be monitored by the Transportation Manager on a daily basis and is subject to periodic Assessment by the Business Manager or offsite resources.

All school-sponsored travel shall comply with safety procedures established by administration, including the use of approved drivers, approved vehicles, transportation policies (governing use of vehicles, compliance with traffic laws and speed limits, etc.), designated routes, and travel matrices (showing the travel time between two locations). Failure to comply may result in revocation of travel privileges or disciplinary action.

Routine maintenance procedures shall be developed to keep the property in good condition to ensure longevity of property and transportation vehicles. Routine maintenance such as tire repair or oil changes may be done by the Transportation Department. The Transportation Department shall practice proper storage and disposal of oil when conducting such routine maintenance work. Preventative, major repairs, and all other maintenance such as brake work or major motor repairs will be conducted by a certified mechanic. Written records/documentation of any routine maintenance conducted will be kept in a log.

1. Criteria for management of school transportation services shall be:
    a. **Adequacy.** To provide necessary sufficient transportation to and from school and for school programs.
    b. **Safety.** To account for hazards, potential dangers to students, and other appropriate safeguards.
    c. **Economy.** To operate in the most efficient manner possible considering all constraints imposed.

2. Violation of the transportation guidelines will result in the following disciplinary procedures.
    a. Driving Privileges will be prohibited for a period of five days.
    b. A second violation will result in privileges being prohibited for a period of ten days.
    c. All driving privileges will be revoked for the current school year and employee will be removed from school vehicle insurance policy.

3. General guidelines for management of the Transportation Department are:
   a. Employees operating school vehicles are required to possess a valid driver license, have a safe driving record and be listed on the school insurance policy.
   b. Students are prohibited from operating school vehicles. Keys are not to be left in unattended school vehicles at any time.
   c. Employees using school vehicles are required to document the mileage, fuel usage and other reports required by the Transportation Department.
   d. Employee using school vehicles assigned to the Transportation Department must receive prior clearance from the Transportation Director.

4. Requests for vehicle use to pick up supplies, or to attend meetings and workshops, must be scheduled in accordance with the Vehicle use Policy. Forms can be picked up in the Business Office or Administration Office.

5. All school vehicles used for any purpose shall be checked out through the Transportation Supervisor with an inventory prior to and after such use.

6. Employees requesting transportation services for school related activities and/or field trips are required to complete a Vehicle Request form and submit completed forms to the Transportation Supervisor two weeks in advance.

7. Alcoholic beverages or other drugs are prohibited in school vehicles and use of such while operating school vehicles will result in disciplinary action.

8. Employees are to immediately return vehicle keys to the Transportation Supervisor following vehicle use.

9. Employees are prohibited from unauthorized use of school vehicles.

10. Employees shall be responsible for the vehicle. Misuse/abuse of vehicle will result in immediate disciplinary action, which may result in being liable for any damages incurred throughout possession of vehicle. Driver will be placed on a probationary status and may lose privileges of using the school vehicles.

11. Employees or others shall not use Transportation Department fuel, supplies or equipment for their personal use.

12. Anyone using school vehicles, including coaches, sponsors and managers shall clean the vehicle prior to returning it to the Transportation Department. Failure to clean the vehicles may result in no further vehicle use for that individual.

13. The driver must report any accident involving school vehicles immediately to the proper authorities and the Transportation Supervisor. Such driver shall ensure proper insurance forms are filled out. An employee's failure to report and fill out proper forms may result in suspension or termination.

14. Anyone operating a school vehicle must abide by all traffic laws and regulations. Only Crazy Horse School employees with valid Commercial Drivers Licenses (CDL) shall operate CHS buses. Only licensed and insured CHS employees shall operate non-CDL school vehicles.

15. Buses shall not leave main bus routes and take off-highway roads to student's homes.

16. All efforts should be made by all school staff to assist parents and children in transporting children to and from the school during inclement weather.

17. No mileage shall be paid to parents who transport their children to and from school bus routes and school activities. With the exception of legal documentation such and Individual Education Plan (IEP).

18. A bus shall wait for students a maximum of three (3) minutes.

19. No pets are allowed in any school vehicles.

20. Handicapped vehicles designated for handicapped students use only shall only be used in the transportation of the handicapped.

21. Building Principals or his/her designee shall notify the transportation department on a daily basis of dropped or suspended students and new enrolled students. Transportation Supervisor or designee will notify building principal if student is absent from bus stop for three consecutive days. The bus will no longer make this stop unless otherwise notified by principal or parent.

22. If a student misses the bus after school the driver will not turn around to transport the student, if beyond a ¼ mile radius.

23. Students are to be responsible for proper disposal of any food or beverage items brought onto the bus/vehicles. If violated, student will be responsible for cleaning the bus/vehicles. Teachers are to be responsible for the supervision and cleaning up of any buses/vehicles used on field trips.

24. If a student misses the bus, the student's parent(s) or guardian(s) are responsible for getting the student to school.

25. Use of chewing and smoking tobacco products shall not be permitted on school owned vehicles at any time.

26. CHS vehicles may only be used for CHS sanctioned events and only driven by properly licensed and insured school employees consistent with CHS Policies.

7.29 SCHOOL BUSES

The Transportation Supervisor is responsible for making certain that a qualified driver is approved

for vehicle use in all instances involving student transportation services. The driver is responsible for the safety of the passengers riding in her/his bus or vehicle, during the ride and while passengers enter or leave the bus or vehicle.

Bus Drivers are responsible for maintaining vehicles assigned to them in a safe clean condition. Chewing and smoking tobacco products shall not be permitted on buses at any time. Routine maintenance procedures shall be developed to keep the property in good condition to ensure longevity of property and transportation vehicles. Routine maintenance such as tire repair or oil changes may be done by the Transportation Department. The Transportation Department shall practice proper storage and disposal of oil when conducting such routine maintenance work. Preventative, major repairs, and all other maintenance such as brake work or major motor repairs will be conducted by a certified mechanic. Written records/documentation of any routine maintenance conducted will be kept in a log. Bus drivers shall not authorize persons who are not students or employees to use school transportation. Such requests must be approved by the Superintendent in advance.

7.30 PRIVATE VEHICLE USE

Employees shall not operate their personal vehicle to transport students.

7.31 TRANSPORTATION INSURANCE

The Board shall purchase insurance to provide protection to children transported for school purposes in school owned, leased, or controlled motor vehicles. Such insurance coverage is not an admission of liability by the school for any injury or damage occurring during transportation of children for school purposes in school owned, leased, or controlled motor vehicles, nor shall the existence of Federal Tort Claim Act protection in any way relieve the CHS liability insurance carrier from coverage for accidents and other negligent acts committed by CHS, its Board Members, officers, agents, and employees. All school vehicles which require that drivers have CDLs and all other CHS vehicles shall be driven only by qualified, appropriate, and licensed CHS personnel.

7.32 VEHICLES SAFETY INSPECTION

All school vehicles used for transportation services shall be required to pass vehicle inspections and regulations of all applicable transportation laws. The Transportation Supervisor is responsible for making certain that all vehicles are in compliance and are maintained within regulations and safety inspection requirements during the school term. S/He shall implement procedures to ensure compliance for licensing, insurance, and inspection requirements. The Transportation Manager is responsible for ensuring all school vehicles are equipped with required items and shall develop, implement, and monitor procedures for vehicle maintenance.

7.33 SCHEDULING AND ROUTING

The Transportation Supervisor is responsible for establishing bus transportation routes and schedules in consultation with the Superintendent or his/her designate. Bus transportation routes available for students who live in the outer areas requires at least five (5) students per outer area.

Service for students and school related activities have preference in the scheduling of school vehicle use. Employees are required to schedule and coordinate all destinations and vehicles used through the Transportation Supervisor.

7.34 TRANSPORTATION RECORDS

The Transportation Supervisor shall be responsible for submitting vehicle and department reports to the Superintendent or his/her designee Such reports shall include:

1. The total mileage for each vehicle;
2. The number of students transported by each vehicle;
3. The type and number of activity runs completed; Any inspection(s) completed and the result(s);
4. Preventive maintenance performed on each vehicle;
5. Total fuel and other supplies consumed during the reporting period;
6. Documentation of departure and arrival time of bus routes at each stop; and
7. Notification of schedule for approximate pick up and drop off of students should be given to parents.

7.35 FOOD SERVICE PROGRAM MANAGEMENT

The Board shall implement a Food Service Program for students to meet or exceed all sanitation, nutrition, and quality meal requirements of Child and Adult Nutrition Services Program (CANS) and other requirements established by the Board. The Food Service Manager shall be responsible for the program on a daily basis and for food service staff supervision.

Goals of the Food Service Program are:

1. To provide sanitary food preservation, preparation and serving activities designed to enhance student participation in the food service program.
2. To prepare menus that meets nutritional standards and to consult with the student council on items for meals that enhance student participation in the program.
3. To implement daily cleaning and maintenance activities in the food service area that ensures compliance with sanitation and health requirements.
4. To disseminate information on meal planning, healthy, nutritional and cultural foods to enhance student participation in the food service program.
5. To work with school and community groups in planning and preparing special occasion meals to supplement activities and enhance community involvement.
6. To implement a system of meal preparation that promotes variety, participation, cost-effectiveness, and nutrition.
7. To implement an accounting and reporting process designed to accurately reflect participation in the food service program.

The basic requirements of the Food Service Program are:

1. Individuals who are not food service employees are prohibited from being in the food preparation area unless authorized by the Food Service Manager.
2. Food items shall not be taken from the food service area by individuals for their personal

use.

3. Groups requiring food service for special meals are required to submit a written request to the Food Service Manager two weeks prior to the date of services being requested.
4. All food service personnel are required to have a physical examination annually and must be free from any communicable disease prior to working in the food service program.
5. Food service personnel shall be appropriately attired and groomed.
6. Students shall be prohibited from being in the food service area unless approved to assist by the Food Service Manager.
7. Only students and working staff shall participate in the regular breakfast program.
8. Community member or organization use of food preparation, serving or dining areas may be authorized by the Food Service Manager if:
    a. The organization or individual signs a facility use agreement that stipulates the limitations authorized by the Food Service Manager.
    b. A food service employee must be present to provide supervision for proper cleanup of the facilities and monitor the use of equipment or other items.
    c. The organization or individual must sign a release of liability for use of equipment, facilities or other items.
9. School-sponsored activities requiring access to food service materials, supplies, equipment, or facilities are not required to submit a deposit. Such activities must have approval of the Food Service Manager and at least one food service worker shall be present to monitor items as specified in number 8a above.
10. Employees may purchase meal tickets from the Business Office Accounts Payable/Receivable to participate in the lunch meal at the school. The cost for meal tickets shall be set annually.
11. Departments may provide and prepare coffee for employees working in their own department.
12. Food Service accommodations must be provided to section 504 identified students and other special needs. Documentation of special needs must be submitted to Food Service Manager.
13. Food Service Inventory: Semi-annual physical count of all food purchases and commodities received shall be conducted by the kitchen supervisor and submitted to the Business Manager. This count shall be compared to the perpetual inventory records maintained by the Food Service Staff.
14. The sale of foods and beverages of minimal nutritional value shall be prohibited throughout the school grounds between the start of the school day and the end of the last lunch period.
15. To provide a written program of purpose for employees and training plans for staff on how menus are planned in accordance with regulatory agencies.

7.36 FREE FOOD SERVICE

The Board shall participate in Child and Adult Nutrition Services program to assure all students the opportunity to receive proper nourishment.

The Food Service Manager is responsible for enforcing rules, regulations and procedures which meet tribal, state and federal requirements regarding participation in programs for free or reduced price meals and other available supplementary food and nutrition program resources.

7.37 FOOD SERVICE SANITATION INSPECTIONS

The Food Service Supervisor shall be responsible for developing and implementing regular, daily and other scheduled cleaning assignments for staff to ensure that health and sanitation requirements are consistently met in the food service area.

The Superintendent or his/her designee shall submit sanitation inspection reports and Assessments to the Board as received and shall provide a copy of reports to appropriate employees and other agencies.

7.38 FOOD SERVICE RECORDS

The food service supervisor shall be responsible for assessing student eligibility for participation as established by CANS Program, for daily accounting and record keeping required to maintain program compliance and reimbursement.

The Food Service Manager shall monitor and submit reports to CANS Program. The Business Manager shall conduct periodic auditing of accounting and reporting data maintained daily by the Food Service Program.

7.39 INSURANCE MANAGEMENT

Board purchase of insurance shall be in accordance with all applicable federal laws and regulations. The Business Manager is responsible for the management of school insurance programs.

The Board shall provide personnel and property insurance or risk-pool or self-insurance coverage as mandated by law and may consider insurance or fringe benefit coverage as options dependent upon needs and budget. The Board shall purchase liability insurance for Board officers and employees in discharge of official duties.

7.40 FACILITY EXPANSION GOALS

The Board shall authorize the construction of a sufficient number of school buildings to meet the demands of present and future student enrollments.

7.41 LONG RANGE PLANNING

The Superintendent shall submit a written outline of the long-range facility needs of the school annually at the May meeting. The Superintendent is authorized to consult with those persons who can lend professional assistance and guidance in this matter.

The Board reserves the right to accept or reject any or all of the recommendations for facility needs from Advisory Committees.

7.42 FACILITY OBSOLESCENCE DETERMINATION

The Facilities Manager is responsible for reporting to the Board about any facilities that have deteriorated to the point that they are no longer usable.

Only the Board may close a school building only after a public hearing on the questions of the necessity and practicality of the proposed closing.

7.43 NAMING NEW FACILITIES

The Board has the responsibility to name all new school facilities and may consider suggestions from citizen groups, staff and students.

7.44 PROJECT PLANNING ARCHITECTS

Architects will be used for renovation, modification and construction projects, as required by Tribal, applicable state, or federal regulations. All architects are recommended by the Facilities Manager to the Superintendent for submission to the Board for approval. The architect shall advise the Superintendent and the Board on the phases of the program for which they have technical training and experience and shall perform other functions as follows:

1. Translate the program for which the facilities are needed into building design and specification.
2. Advise the Superintendent on letting of contracts.
3. Supervise or direct construction.
4. Advise the Superintendent as to costs on additions.
5. Recommend approval and acceptance of completed facilities.

7.45 STAFF INVOLVEMENT IN FACILITY PLANNING

The Superintendent will make arrangements for the staff and students to contribute in the planning of new school buildings. Staff and students shall have the opportunity to submit suggestions for possible inclusion in the educational specifications.

7.46 COMMUNITY INVOLVEMENT IN FACILITY PLANNING

The Board shall enlist parent and community members to serve on advisory committees who shall report their recommendations to the Board regarding the need for new school facilities and the types of facilities most appropriate.

7.47 EDUCATIONAL SPECIFICATIONS OF FACILITIES

The Board shall abide by tribal and federal specifications and requires the Superintendent to develop a set of educational specifications, which will then be discussed in conferences with the architect. These specifications shall include the following:

1. Information concerning the school organization plans and estimated enrollment;
2. A description of the curriculum and teaching methods to be employed;
3. A schedule of space requirements, including the location of various spaces;
4. A desired layout of special areas and the equipment needed for such areas;

5. An outline of mechanical features and special finishes desired; and
6. A description of standard codes and regulations affecting planning.

7.48 CONTRACT AWARDS PROCEDURE

1. The selection of a site for a new building is made in accordance with previously established criteria.
2. For each project an architect is assigned on a contingency basis.
3. Architectural contracts are signed by the Board President, upon approval by the Board.
4. For each project a preliminary plan is developed and approved by appropriate agencies and the Board.
5. The plans and specifications are prepared to conform to all codes governing public buildings.
6. Working drawings are approved by appropriate agencies and the Board.
7. An addition to an existing building or construction of a new building is advertised for bids by the Board.
8. Sealed bids are received on the date advertised and are opened and read in public.
9. Each bidder fills out a "Statement of Bidder's Qualifications" stating her/his financial status and general information concerning her/his firm.
10. The tabulation of the bids for each project is certified by the architect and is presented to the Board with the certification of Superintendent.

The low bidder is required to furnish 100% performance and payment bond or a certified check equal to 15% of the bid to the Board. The low bid is analyzed and compared to bids on similar projects and the architect's cost estimates and control budget. The Board reviews the bids with the right to accept or reject any and all bids. With the authorization of the Board a construction contract will be executed which includes the Performance Bond Payment Builders Risk Insurance and Contractors Protective Liability Insurance. Indian preference will be considered on contracts awarded by the Board.

7.49 BUILDING PROJECT RECORDS AND REPORTS

The Facility Manager shall be responsible for making reports to the Board on the progress of building projects. At the invitation of the Facility Manager, the architects supervising particular projects may be asked to appear before the Board.

The Facility Manager is responsible for keeping the appropriate records and documents concerned with each building project, such as copies of contracts, cost analysis sheets and plans and specifications.

7.50 COMPLETED BUILDING PROJECT

Upon completion of the building construction and a final inspection by the architects and Facility Manager, the Board accepts or rejects the final inspection report.

7.51 PUBLIC INFORMATION PROGRAM

The Board shall make the public fully aware of all aspects of the school by:

1. Keeping the public informed regarding policies, administrative operation, objectives, educational program, and successes or corrective measure being taken.
2. Furnishing full and accurate information, favorable and unfavorable, together with interpretation and explanation of the school plans and programs.

7.52 SCHOOL SPONSORED INFORMATION

The Superintendent shall employ such means as necessary to inform citizens of school activities and policies.

7.53 NEWS RELEASE

The Superintendent shall be responsible for releasing information about the school system and Board action(s). News releases will only be made through this person, Superintendent and his/her designee.

Staff and students shall submit information regarding classroom, school or community activities to the Principal who shall submit copies to the Media/Communications Coordinator for appropriate action.

7.54 LOCAL GOVERNMENT RELATIONS

The Board will cooperate with other governmental agencies to achieve the best interests of youth and citizens of the school service area.

7.55 RELATIONS WITH LAW ENFORCEMENT

Cooperation with law enforcement agencies is essential for the protection of students, the maintenance of a safe school environment, and to safeguard all school property.

7.56 INTERROGATIONS AND INVESTIGATIONS BY LAW ENFORCEMENT

Law Enforcement may be called to the school at the request of the respective Principal or Superintendent. Law Enforcement shall contact the Superintendent first if they wish to come to school for official business.

Prior to Law Enforcement questioning or detaining a student on a Law Enforcement matter, the Superintendent shall inform the parent of such request and ask them to attend such interview, unless the investigation involves an Abuse and Neglect investigation involving the student, his/her siblings, and their legal guardian. If the parent does not approve of the interview, the interview shall not be held on school grounds. Students cannot be arrested for offenses taking place off school grounds without a valid arrest warrant presented to the Superintendent.

7.57 RELATIONS WITH PARENT ORGANIZATIONS

The Board recognizes the constructive role which parent-teacher groups can play in the school

system and shall offer these groups its' full cooperation. Effective leadership provided by these organizations is valuable for the improvement of educational programs and community support of the school.

7.58 PRIVATE SCHOOLS RELATIONS

The Board will cooperate with parochial and private schools in matters of mutual benefit when not prohibited by law.

7.59 SHARED SERVICES

1. The Board shall cooperate with colleges, universities, and other agencies promoting research based on the following criteria and as drawn up by the Superintendent:

    a. The objectives of the research should be clearly stated and the design should produce valid and reliable to be made available to the school;
    b. The project should contribute something of value to the improvement of education;
    c. Instructional activities will not be interrupted unless there is significance for the school's educational program;
    d. Support the efforts of the Oglala Sioux Tribe Department of Education and other recognized tribal organizations, i.e., including board memberships such as ONEC, DACTS, NISBA, etc.
    e. Research requests must have Review Board approval prior to being approved by the School Board.

7.60 RELATIONS WITH COLLEGES AND UNIVERSITIES

The Board believes that staff and students should take full advantage of resources provided by colleges and universities in the area. The Superintendent shall keep the Board informed of all opportunities for services between the school and institutions of higher learning, including student, teacher and administrative internship programs.

7.61 PROFESSIONAL VISITORS AND OBSERVERS AND ALL VISITORS

One of the ways Board members and staff can improve their effectiveness and the quality of education for students is by visiting school systems with novel, experimental or innovative programs. The Board also welcomes professional visitors to Crazy Horse School.

All visitors shall enter through the designated access points, report to the security office to state their business before entering any other part of the CHS. Such visitors shall sign-in with the Security Office upon arrival and wear visible identification while on campus. The Security Office will notify the relevant department of the arrival of a visitor. Groups who wish to visit the school should make arrangements in advance with the respective Principals who shall provide someone to assist them in their visit. This will ensure that the programs visited are operational on their arrival and guard against undesirable interruptions in scheduled programs of students and staff. Visitors arriving unannounced at the school shall be directed to the respective Principal's Office.

Unauthorized access to school buildings or grounds is prohibited. The Superintendent is authorized to implement additional access control measures as necessary to ensure the safety and security of students, staff, and school property. This may include limiting future access of a visitor if School policies on access are violated, or the visitor's conduct disrupts the educational environment, or results in a risk to the health or safety of students, employees, or other visitors, contacting law enforcement, and any other measures necessary as determined by the Superintendent.

7.62 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

The Board will not permit any individual or group to exercise censorship over instructional materials and library collections. Provision will be made for the Assessment of instructional materials upon formal written request. Students' right to learn and the freedom of teachers to teach shall be respected.

7.63 FLAG DISPLAYS

The Board requires that a flag staff with all necessary appliances be maintained at the school building and that a United States and Oglala Sioux Tribal flag be flown from such flag staff during the school hours of each school day, except when a violent storm or inclement weather would destroy or damage them.

7.64 MEDIA BROADCASTING

Crazy Horse School may participate in local television and radio to broadcast school and community events. The Superintendent shall develop guidelines for implementing and evaluating cable television content and activities, with appropriate regulatory laws.

7.65 INTERNET USE

The Crazy Horse School Board establishes these guidelines for the use of Crazy Horse School employees who are accessing the Internet using Crazy Horse School equipment and/or telephone lines. The primary goals are to:

1. Protect the information assets of the Crazy Horse School.
2. Establish staff and student accountability and responsibility for the acceptable use of the Internet. Protect Crazy Horse School from liability resulting from illegal use of the Internet.
3. Crazy Horse School staff, students and other affiliated persons who use Crazy Horse School computing facilities to access the Internet are expected to exercise responsible and ethical behavior and will be held accountable for ensuring that such use:
4. Is consistent with Crazy Horse School values and policies.
5. Protects the integrity and confidentiality of Crazy Horse School records and computer and electronic assets.
6. Does not violate any local, state, or federal laws.

Failure to abide by this policy shall result in cancellation of Internet access privileges, disciplinary review, and/or legal action. Each applicant requesting Internet access will read and sign the "Acceptable Use Policy", and is responsible for knowing and understanding this policy. A copy of

the "Acceptable Use Policy" will be kept on file in an appropriate location.

Students, staff and other associates who use the Internet shall be informed for their responsibility to use the services of the Internet in a manner which is consistent with the service, quality and education goals of Crazy Horse School before being granted access privileges.

Abuse of the use of the Internet by Crazy Horse School administration, staff, or employees, including committing violations of tribal, federal, or state law, and/or use of the Crazy Horse School equipment or telephone lines to engage in the procurement, storage, dissemination, or transfer in any fashion of pornography or lewd materials, photographs, visual depictions, or materials capable of being converted into visual depictions, shall make that employee subject to immediate discipline, up to and including termination.

7.66 STAFF ACCESS TO SCHOOL ELECTRONIC MAIL

Staff will employ electronic mail on a daily basis at work as a primary tool for communications. The Crazy Horse School may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily.

The network is provided for staff and students to conduct research, complete assignments, and communicate with others. Communications over the network are often public in nature, therefore, general rules and standards for professional behavior and communications will apply.
Electronic mail is not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure.

The network administrator may review files and communications to maintain system integrity and to ensure that files stored on district servers will be private.

The following behaviors are not permitted on the school network:

1. Sharing confidential information on students or employees;
2. Sending or displaying offensive messages or pictures;
3. Assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition;
4. Using obscene language;
5. Harassing, insulting, or attacking others;
6. Engaging in a practices that threaten the network (e.g. loading files that may introduce a virus or other malicious code that compromises the network);
7. Violating copyright laws;
8. Using others' passwords;
9. Trespassing in others' folder, documents, or files;
10. Intentionally wasting limited resources;
11. Employing the network for commercial purposes, financial gain, or fraud;
12. Violating regulations prescribed by the network provider; Promoting, supporting or celebrating religion or religious institutions; or
13. Conducting business of an employment dispute, except as may be agreed to in writing between the employee(s) and the Crazy Horse School.

Only current, full-time employees will be granted school email accounts. Every email originating on the school email system is identified by its address as a school document.

The school reserves the right to suspend or terminate any email account without notice for communications that do not exhibit the professionalism expected in formal school communications, including use of the email to advocate, support or coordinate any employment dispute against the Crazy Horse School Board.
Inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action. Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may be involved.

Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing an account or continuing their use.

7.67 INTERNET SAFETY POLICY

It is the policy of the Crazy Horse School to: (a) prevent user access over its computer network to, or transmission of; inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent authorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC254 (h)]

1. **Access to Inappropriate Material.** To the extent practical, technology protection measures (or "internet filter") shall be used to block or filter internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

2. **Inappropriate Network Usage.** To the extent practical, steps shall be taken to promote the safety and security of users of the Crazy Horse School online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

3. **Supervision and Monitoring.** It shall be the responsibility of all members of the Crazy Horse School staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet Protection Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Technology Coordinator or designated representative.

7.68 VEHICLE USE POLICY

One of the largest expenditures of the School is the maintenance, replacement, and purchase of transportation vehicles for School use. The Crazy Horse School receives funds from the BIE for transportation services to students, but the funding is based upon the records kept by the School. When proper records are not kept regarding the mileage, purpose of use, and date and time of use, it jeopardizes the ability of the School to provide for the needs of students. Failure to properly maintain vehicles results in higher maintenance and replacement costs, and failure to timely notify the Facilities Department when a vehicle and driver is needed results in the need for overtime hours, resulting in budget deficits in the Transportation budget that are readily avoidable. For these reasons, all employees of the School are expected to adhere to this Policy. Failure to follow the Policy, will result in disciplinary action and will result in denial of access to Transportation Services by action of the Superintendent. Violations of this policy shall be reported to the Facilities Director, and the Immediate Supervisor of the employee violating this Policy immediately. No person without a valid Driver's License, or who is not on the approved Driver's List will be approved for use of a vehicle.

1. **Vehicle Use Request Form.** Personnel must fill out and submit to the Transportation Manager a Vehicle Use request form two (2) weeks prior to the date the vehicle is requested for use. The form must specify whether a driver is needed as part of the request. The Transportation Manager will respond to all timely filed vehicle request forms in writing within five (5) business days. The Transportation Manager will keep a schedule of the assignment of vehicles and drivers in the Transportation Department.

2. **Mileage Logs for Vehicles.** Every employee who uses a vehicle at any time must complete the Mileage Log located in the vehicle prior to returning the vehicle regardless of the date or time of the return of the vehicle. The starting and ending mileage, destination, purpose of travel, number of passengers and all other required information must be listed. Failure to fill out the mileage log will result in disciplinary action and may result in suspension of vehicle privileges.
3. **Vehicle Maintenance.** All employees who are using School vehicles are expected and must comply with the policies below. In addition, all employees who are chaperoning students on a bus are responsible for the policies set forth below.

    a. All vehicles must be inspected internally and all trash, rubbish or other waste removed from the vehicle prior to its return.
    b. The exterior windows must be washed down so as to ensure there is no obstruction of view at the time of the vehicle's return.
    c. The interior and exterior of the vehicle should be in the same condition as they were when the vehicle was checked out. If there is damage to the vehicle, the employee must report the damage to the Transportation Director by phone prior to returning the vehicle to ensure overtime to repair the vehicle is not required.
    d. The Transportation Director is responsible for the maintenance of vehicles and assignment of personnel to ensure the vehicles are maintained in a safe and sanitary condition.

4. **Vehicle Accident Reporting.**

a. Any traffic accidents or traffic violations, regardless of their severity, shall be reported to the Transportation Director by the CHS employee in charge of the vehicle as soon as is practicable after the incident occurred. Whenever practicable, the employee in charge of the vehicle shall submit to the Transportation Director a written report of the events that occurred and the damage to the vehicle.

b. Once the Transportation Director is notified of a traffic accident or violation, the Transportation Director shall notify the vehicle insurance company immediately.

c. Any employee who for good cause is unable to return the vehicle in the required condition timely, must immediately contact the Transportation Director. If the Transportation Director does not have grounds to authorize an exception to this Policy for good cause, he/she shall report the employee to their Supervisor and the Superintendent for disciplinary action and/or termination of vehicle use privileges. The employee responsible for use of a vehicle shall be held responsible for any misconduct by students resulting in damage to the vehicle or an unsanitary condition that is not reported to the Transportation Director, or which resulted from the negligence of the employee in supervising students, shall be the responsibility of the employee to reimburse. The transportation privileges of the offending student group may be revoked by the Superintendent.

d. Any student who damages a vehicle may have their transportation privileges suspended or revoked by the Superintendent and will be held financially responsible.

5. **Vehicle Use.** School vehicles may only be used for school or school sponsored activities after approval of a Vehicle Request form has been secured. Any employee who is found to have used a vehicle for personal or other unauthorized use shall be subject to disciplinary action up to and including termination, and shall have their vehicle use privileges terminated for the remainder of the School Year.

7.69 CRAZY HORSE SCHOOL POOL POLICIES & PROCEDURES

Our Pool Mission: To provide a safe place for community members and students to swim, exercise and spend time. Safety is our top priority. This pool policy manual is designed to help staff and patrons understand what is expected of them to maintain the safe operation of the pool facility.

1. **Expected Values**. Acceptable behavior of staff and patrons at the school is encompassed by actions that exemplify the Lakota Values of Wisdom (Wokśape), Respect and Humility (Wowahwala), Generosity (Wacantognaka) and Compassion (Waounsila), Courage (Woohitika) and Fortitude (Wowacantanka), Spirituality (Wówakȟaŋ), Patience (Wówačhiŋtȟaŋka), and Honesty (Woowothanja).

2. **Employee Responsibilities.** The pool staff will provide a supervised environment that is safe, professional and clean.

3. **Emergency Action Plan.** To activate the Crazy Horse emergency action plan, employees will blow three short blasts on the whistle. The person who activates the emergency action plan will be designated as the primary lifeguard in the rescue situation. In the event that a non-lifeguard activates the emergency action plan, the activator is responsible for verbally

designating a lifeguard by name to be the primary rescuer.

4. **Dress Code.** All staff members will wear the Crazy Horse lifeguard uniform or an approved alternative. Approved alternatives include swim gear or loose athletic clothing that allows easy movement.
   a. Staff members will not wear jeans, tight clothing, business or formal clothes while on duty.
      Staff members will not wear heavy jewelry or visible piercings (other than ears) while on duty.
   b. When on duty, all staff members must wear a whistle and a hip pack with a CPR pocket mask inside.
      Headphones, earphones or wearable speakers are not permitted while on duty.

5. **Hours and Duties.**
   a. Employees will report to duty on time.
   b. The facility will open and close on a schedule provided and approved by the Athletic Director. Late openings or closings will not be tolerated. Opening the facility at a time that is not approved by the Athletic Director or Pool Manager will be cause for termination.
   c. Employees are not permitted at the pool after pool hours.
   d. Under no circumstances will any employee leave the pool during his/her scheduled shift. Leaving the pool without the consent of the shift supervisor or Lead Lifeguard is prohibited.

6. **Job Duties and Expectations.**
   a. Lifeguards and pool monitors will supervise the swimming facility with constant observation, using preventative lifeguarding techniques (ex. Enforcing pool rules, asking unruly patrons to leave the pool facility, monitoring weak swimmers).
   b. Lifeguards will enforce facility rules and regulations enacted by the School Board and Athletic Director. Lifeguards are prohibited from changing the rules unless approved in writing by the Athletic Director and School Board.
   c. Lifeguards will maintain and organize an accurate pool sign-in log for all patrons.
   d. Lead lifeguards will maintain proper water chemistry according to the State Health Department requirements.
   e. Lifeguards and pool monitors will maintain the cleanliness of the pool, bathrooms, pool deck, pool area, guardroom, and pump room.
   f. All incidents must be documented on an Incident Report Form provided by Crazy Horse School and logged in the appropriate file. Incidents include, but are not limited to, any instance in which the Emergency Action Plan is activated, any instance in which the lifeguard or pool monitor enters the water to reach a patron and any instance in which bodily fluids are spilled.

7. **Professional Expectations.**
   a. Inappropriate physical contact (public display of affection) is not acceptable in the pool area by patrons or staff. If this occurs from patrons, it must be addressed by the staff. If it occurs from staff, it is cause for termination of employment.

b. With the exception of life-saving devices such as AEDs or emergency telephones, staff members are not permitted to use technology when on duty. The use of personal electronics is not permitted while on duty. Personal electronics include but are not limited to MP3 players, tablets, cellular phones, Gameboys, CD players, Smart Watches or Google Glasses.

c. Any use of alcohol or drugs before, or during work hours is prohibited. Any staff member found using or in possession of drugs or alcohol while on duty, or working under the influence of drugs or alcohol will be dismissed immediately.

d. The use of profanity or abusive language is prohibited.

e. Lifeguards and pool monitors will maintain and monitor all swimming equipment provided by CHS, including lane ropes, buoys, life vests and swim floats. All lifeguards and pool monitors will complete cleaning and maintenance tasks as assigned by the lead lifeguard or shift manager. The lifeguards and pool monitors are responsible for keeping the pool, pool deck, locker rooms and surrounding areas clean.

f. All employees will attend staff meetings when scheduled.

g. The lifeguard chair is for staff member use only. Jumping or diving from the chair in a non-emergency situation is not permitted.

8. **Mandatory Reporting and Safety Maintenance.**

a. If staff members arrive at the facility and there are signs of vandalism, they will contact the Athletic Director immediately.

b. If there is any indication of the water turning green or cloudy, staff shall call their Lead Lifeguard or Facilities Manager immediately.

c. If there are signs of fecal matter, vomit, blood or other bodily fluids in the pool, pool deck, locker rooms, or any other area accessed by staff and/or patrons, staff members will clear the entire pool and pool deck, contact the Lead Lifeguard, and follow the proper procedure for disposal as designated by the American Red Cross Association.

d. Employees must completely clear the pool area before leaving the pool at closing.

e. Employees must wear latex gloves when in contact with bodily fluids or chemicals, or when administering first aid to a patron.

9. **Inclement Weather.** Regardless of weather, all personnel must report to the pool for their shift unless contacted by their direct supervisor. The pool is to remain open unless closed by the Lead Lifeguard, shift supervisor or Athletic Director. In the case of a brief thunderstorm or lightning employees will follow these procedures:

a. Employees must clear all swimmers from the pool, pool deck and locker rooms. Patrons will exit the facility and walk to the gym or commons area.

b. Employees must keep swimmers out of the pool for 30 minutes after the last sound of thunder or last sight of lightning.

c. Employees must stay at the pool and wait for the storm to pass, unless otherwise notified by the shift supervisor or lead lifeguard.

10. **Swim Lessons.** Any person teaching formal swim lessons at the Crazy Horse School

facility must first be approved by the Athletic Director. Formal swim lessons refer to any situation in which a person receives monetary benefit for the service, or any situation in which a person gave advanced notice to a student or group of students with a predetermined arrangement for lessons. Lifeguards and pool monitors are prohibited from giving swim lessons while on duty.

11. **Employment Prerequisites.** Race, creed, color, national origin, religion, gender, age, marital status, disability, or prior civil rights activity will not be a factor in the hiring, assignment, reassignment, promotion, demotion, or dismissal of personnel at the pool facility. For qualified applicants, Indian preference shall apply in all hiring situations.

All pool monitors and lifeguards must pass a swim test consisting of:

a. The completion of a 500-meter swim using either the crawl stroke or breast stroke. Swim strokes may be alternated and there is no time limit.
b. A dive to retrieve a 5-pound brick at a 12-foot depth.
c. 2-minutes of treading water with hands above the head and water line.

Staff members may attempt the test as many times as needed to pass. All lifeguards must be lifeguard and CPR certified by the American Red Cross.

12. **Pool Rules.**
a. Children under 6 years old must be accompanied by an adult.
b. Babies must wear swimming diapers. No regular diapers are allowed.
c. Patrons must remove shoes before entering the locker rooms. Sandals and flip flops are allowed.
d. Patrons must shower before entering the pool.
e. Proper swim wear (bathing suits) must be worn at all times unless given permission by the shift supervisor. Cotton clothing including sweatshirts, t-shirts, sweat pants, gym shorts and jeans are prohibited. No "underwear" such as sports bras or compression shorts may be worn. Inappropriate attire damages the pumps and chemicals. Bathing Suits are designed to be quick- drying and are generally made from smooth polyester or nylon material. They are durable and hold up to wear from contact with pool chemicals.
f. No running, fighting, pushing or horseplay.
g. No food, beverages, sunflower seeds or gum allowed in the pool area.
h. Patrons must pass a swim test before swimming in the deep end. The swim test consists of two laps across the width of the pool.
i. No hanging on the lane lines.
j. Diving is only permitted in designated diving areas where the water is deeper than 7 feet.
k. Persons with open sores, infection or contagious diseases are prohibited from the entering the pool.
l. Glass containers are prohibited in the pool area.
m. Inflatable floats and pool toys are not permitted during regular pool hours unless given approval by the Lead Lifeguard or Shift Supervisor.
n. Spitting and urinating are not permitted.

o. Prolonged underwater swimming or breath holding is prohibited.

p. All Athletics and Recreation Staff, including lifeguards, reserve the right to remove any Member or Guest from the pool if he/she exhibits behavior that is believed to be unsafe or inappropriate. Any user who elects to ignore staff requests regarding pool regulations will be subject to expulsion from the facility.

q. Animals are not permitted in the pool facility.

Any violation of the Pool Policy will result in disciplinary action according to Crazy Horse School Policy as set forth in the Crazy Horse School Policy Manual. In addition to following the Pool Policy, all staff members will follow Crazy Horse School Policy as set forth in the policy manual.

13. **Crazy Horse School Swimming Pool Rules and Regulations.** The following rules and regulations have been established for the benefit of all users of the swimming facilities to assure the safe operation of the pools and to provide enjoyable recreational opportunities for all. Patrons are requested to cooperate in observing these rules and to obey the instructions of the staff. Patrons violating swimming rules are subject to the revocation of their swimming privileges. No refunds will be given.

a. **General Rules / Admission Policies.**

i. No one will be allowed in the swimming area unless the pool is officially open and a lifeguard is on duty. Entering the pool area when it is not open for public use is prohibited and may be considered a trespass.

ii. All persons entering the pool area must pay the appropriate admission fee.

iii. Admission fees must be paid by all persons three (3) years of age and older upon entry to the pool. Persons leaving the pool should ask to be stamped to gain re-admission. Persons without a stamp will need to pay a separate admission fee to enter.

iv. Organized groups must follow our group use policies, and must be directly supervised at poolside by an adult in swim attire. All groups must schedule their visits in advance.

v. Lifeguards and staff have the authority to enforce all pool rules. Patrons who repeatedly violate the rules or reasonable requests of staff may be ejected from the pool.

vi. All patrons swim at their own risk. Parents and guardians accompanying minor children are responsible for the conduct of and safety of all persons under the age of 18 in their care at all times. The School shall not be liable for accidents, injuries, or loss of personal property as a result of use of the facility, and all patrons agree to this condition of use of the facility. Adult supervision is required for all persons under the age of 18.

b. **Facility.**

i. Food or refreshments may be consumed in designated areas of the pool facility. Picnic baskets/coolers are permitted in the designated area. All bags, baskets and coolers are subject to inspection. No grills, gas or electric cooking devices may be brought into the pool premises.

ii. Food and drinks (other than water in an appropriate plastic container) are

not permitted on the pool decks (indoors or outdoors) except in designated seating areas.

iii. Glass containers, alcoholic beverages, drugs and pets are not permitted.

iv. Employees are the only persons allowed in staff rooms, filter room, chemical storage areas and offices.

v. Smoking is not permitted.

vi. The pool may be closed and cleared periodically for a safety check or to apply chemicals. This is a good time to head to the restrooms while our staff check and adjust chemicals to ensure proper sanitation of swimming pool water.

c. **Clothing.**

i. All patrons within the pool area must be attired in swimming apparel. No street clothes are allowed in the pool. Clothing such as cut-offs, gym shorts and underwear is not permitted as swimwear. Swimwear should not have been worn for exercising immediately prior to pool use as soiled clothing can create an unhealthy swimming environment. All clothing must be colorfast and lightweight material suitable for swimwear, such as Lycra, Spandex or nylon.

ii. T-shirts (including those for modesty or sun protection) are not permitted. Rash guards, which are more tight-fitting, designed for in-water use and which offer protection from the sun, will be permitted.

d. **Behavior.**

i. Socializing with or distracting pool staff, including lifeguards, is prohibited.

ii. No person within the pool area shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for expulsion.

iii. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, offensive or disruptive splashing or yelling, diving or jumping without care and caution, snapping of towels, improper conduct causing undue disturbances on or about the pool area or any acts which would endanger any patron are prohibited.

iv. Spitting, spouting water, blowing nose, urinating or defecating in the pool is prohibited.

v. No prolonged underwater swimming for time and/or distance. Competitive or repetitive breath holding can be deadly and is not permitted. Hyperventilation is absolutely not permitted.

vi. Gum chewing is not permitted anywhere in the pool area for health and safety reasons.

e. **Age and Health / Safety Restrictions.**

i. Infants/children who are not toilet trained and adults who are incontinent, who wish to enter any pool, must wear a clean diaper or disposable swim diaper covered by separate rubber/vinyl pants, all of which must fit snugly around the legs and waist. If the diaper becomes soiled, this person must

exist the pool immediately and may not return until he/she has taken or been given a soap shower and has been covered by a new diaper with clean rubber/vinyl pants.

ii. Children under 18 years old must be accompanied by an adult supervisor (age 18+).

iii. Persons under the influence of alcohol or drugs will not be permitted in the pool area.

iv. Any injury occurring in the pool must be reported to a lifeguard or pool supervisor immediately.

v. Any person having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, fever, cough, communicable disease or who is wearing any kind of bandage or Band-Aid to cover an open (unhealed) wound will not be permitted in the pool.

vi. Any adult or child who is experiencing even a mild case of diarrhea may not use the pool. Persons with diarrhea should wait two weeks after symptoms end before returning to the pool. Pathogens of concern may still be shed up to two weeks following the end of symptoms.

f. **Equipment / Toys.**

i. Swim toys, balls and the like may be used at the discretion of the supervisor on duty.

ii. Inner tubes, inflatable boats and rafts, or inflatable bathing suits are not permitted in the pools.

iii. Coast Guard approved and labeled lifejackets designed to provide vertical support may be worn.

iv. Face masks and snorkels may not be used by children except during approved instructional programs. Goggles are permitted.

v. Headphones/earbuds must be worn when listening to musical entertainment devices.

g. **Rules for Swimmers.**

i. Persons who cannot pass the swim test will be restricted to shallow areas of the pools.

ii. The American Red Cross cautions against diving into water less than 9 feet deep. No diving will be permitted in water less than 5 feet deep.

iii. No children under the age of 12 who have not passed the swimming test will be permitted in the pool unless accompanied by an adult who is in the pool with the child.

h. **Diving Boards, Diving Well, and Platform.**

i. The diving well is intended for diving only. Anytime the diving boards are in use the diving well must be cleared of all persons other than divers. No general swimming is permitted in the diving area or diving well unless the diving boards are closed by staff.

ii. Only one person is allowed on the diving apparatus (including ladder) at a time.
iii. Anyone using a diving board must wait until the preceding diver has surfaced and reached the ladder before climbing on the ladder. Those waiting to use the dive tower must wait at the line at the base of the tower until instructed to ascend by a lifeguard.
iv. Please remember to look before you leap; do not jump if there is someone beneath you.
v. Running on the diving boards or platforms is not permitted. Serious injuries may result.
vi. Divers may not spring/bounce more than once on the board.
vii. Divers must dive straight from the front end of the board or platform facing front.|
viii. No inwards, reverse dives, back dives or other such dives shall be permitted.
ix. Cartwheels, handstands and other such gymnastic activities off the board, side of the pool or platforms are prohibited.
x. Upon surfacing, immediately swim to the nearest ladder. Do not swim under the boards at any time.

i. **Weather and Environmental Conditions.**
i. During rainstorms, the outdoor pool may be closed and the entire area cleared of patrons at the discretion of the supervisor on duty.
ii. During thunderstorms patrons must evacuate the outdoor pool and seek shelter inside a substantial building. The pool will not reopen until 30 minutes after the last clap of thunder.
iii. If lightning is seen in the distance (no thunder), the pool will be cleared as soon as practical. Evacuation indoors will be required at the first sound of thunder and whenever the flash-bang count is less than 30 seconds, indicating the storm is in close proximity.
iv. During periods of cool weather, the pool will not open when the air temperature is below 60.F. If the temperature falls below 6o·F the pool will stay open at the discretion of the supervisor on duty.

j. **Practice Healthy Swimming Habits.** For public health reasons, standard diapers cannot be worn in the pool. Children who are not yet toilet trained must wear an appropriate swim diaper covered with snug fitting rubber/vinyl pants. bathing suit must be worn over the plastic/rubber pants. Under the recommendation of the Centers for Disease Control, accidents involving fecal matter require longer pool closures. Prevention is far better than contamination, so please follow the CDC's Healthy Swimming Habits:
i. Children (and adults) who have had diarrhea in the last two weeks shouldn't go swimming.
ii. Use the bathroom before getting into the pool. Take frequent bathroom breaks and check diapers often.
iii. Shower before entering the pool and after using the toilet, remembering to clean all areas including the behind.

iv. Change diapers in the bathroom (not on the pool deck or grassy areas).
v. Avoid swallowing pool water or even getting it in your mouth.

k. **Locker Rooms and Personal Property.**
i. Children 6 years of age or older must change in the gender-appropriate locker room.
ii. Please leave valuables at home. The School cannot be responsible for personal property or valuables at any time. Lost & Found will be disposed of weekly. Valuables may not be checked with the cashier or pool staff. The School is not responsible for any personal property brought to the pool. It is the responsibility of patrons to protect their own personal property.
iii. The use of cameras, video cameras or any device containing camera equipment of any kind is prohibited in all locker rooms, bathrooms and changing facilities.
iv. The School assigns use of the restrooms and locker rooms in its recreational facilities strictly on the basis of anatomical or biological gender rather than on the basis of adopted gender.
v. Use of locker room facilities is limited to patrons for the purpose of changing. Activities such as washing clothes, coloring hair, and other personal grooming activities are not permitted.

l. **Water Safety Rules.**
i. ALL patrons must be registered at the facility prior to or upon entry. Please see a staff member upon arrival and to arrange for a swim test if this is your first visit to the pool.
ii. Parents/Guardians/Supervisors (at least 18 years of age) must ACTIVELY SUPERVISE their children and keep young non-swimmers (seven years of age and under or eight to twelve years' old who have not passed a swimming test) within arm's reach ("touch supervision").
iii. Anyone who wishes to access deep water (greater than five feet deep) must pass the facility swim test or wear a U.S. Coast Guard-approved lifejacket. You may only take a swim test once per day.
iv. Non-swimmers less than four feet tall or seven years of age and under must wear both a clearly identifiable wrist band and must remain in designated shallow water areas and must be actively supervised by a swimming parent, guardian, or supervisor (at least 18 years of age).
v. Non-swimmers ages eight through twelve must wear a clearly identifiable wrist band and must be actively supervised by a swimming parent, guardian, or supervisor (at least 18 years of age).

m. **Swim Test Requirements.** The purpose of the Swim Test is to assess an individual's overall comfort level in the water and swimming proficiency. Swimmers must meet the following requirements to pass the Swim Test:
i. SWIM 25 YARDS (75 FEET) NONSTOP USING THE FRONT CRAWL ("FREESTYLE"):

a) Body must be horizontal;
b) Flutter kick required: no bent knees or "bicycling" kick;
c) Face in water; Rhythmic breathing to front or side; Over water arm recovery (No dog paddle)

ii. JUMP INTO DEEP WATER, SURFACE UNASSISTED, TREAD WATER FOR ONE MINUTE IN A VERTICAL POSITION WITH MOUTH ABOVE WATER LINE.

iii. EXIT FROM POOL UNASSISTED.

7.70 SCHOOL LAPTOP & INTERNET POLICY

The Crazy Horse School District reserves the right to review a student's total performance in their academic career, at any time, which includes, but is not limited to attendance, academic performance, and any disciplinary incidents to include social media misuse. If the principal and/or the school district determine that school equipment is threatened, in any way, the district reserves the right to remove any and all privileges that are associated with the Crazy Horse School District computer program. All incidents will be handled on a case-by-case basis and students may be expected to complete educational assignments in a more traditional manner.

1. **Receiving Your Computer.** Computers will be distributed each at an assigned time when the students are enrolled at Crazy Horse School. Parents & students must sign and return the Student/Parent Agreement located at the back of the Crazy Horse School K-12 Laptop and Internet Policy handbook. The Acceptable Network & Internet Use, Computer Protection Plan, and Student Pledge documents are outlined in this handbook for parent and student review before technology will be issued.

   Students will be issued HP laptops or Chromebooks depending on their grade. For the remainder of this section, the word computer refers to any device that may be issued to a student enrolled at Crazy Horse School.

   Computers will be collected at the end of each school year for maintenance, cleaning, and software installations. Crazy Horse Technology and Administration may reserve the right to collect computers at other times during the year as required for any unplanned maintenance or updates. Students will retain their original computer each year while enrolled at Crazy Horse School. Students and parents are responsible for care and protection of computers and technology issued to students.

2. **Taking Care of Computer.** Students are responsible for the general care of the computer they have been issued by the school. Computers that are broken or fail to work properly must be taken to the IT office, Room 216(B) in the Crazy Horse High School Area.

   a. **General Precautions.**

      i. Please keep food or drink away from your computer while it is in use.

      ii. Cords, cables, and removable storage devices must be inserted carefully into the computer. Proper care of chargers is essential to protection of the laptop and chargers to avoid unnecessary costs.

      iii. Students should never carry their computers while the screen is open, unless directed to do so by a teacher.

iv. Computers must remain free of any writing, drawing, stickers, or labels that are not the property of the Crazy Horse School.
v. Computers must never be left in a car or any unsupervised area.
vi. Students are responsible for keeping their computer's battery charged for school each day.

b. **Carrying Computers.** A protective case must be used to protect computers. A protective case that has sufficient padding to protect the computer from normal treatment and provides a suitable means for carrying the laptop will be provided by the school. The guidelines below should be followed:

c. Computers should always be within the protective case when carried. Some carrying cases can hold other objects (such as folders and workbooks), it is important to avoid placing too much pressure and weight on the computer screen. The computer should be turned off before placing it in the carrying case

d. **Screen Care.** The computer screens can be damaged if subjected to rough treatment. The screens sensitive to damage from excessive pressure on the screen. Do not lean on the top of the computer when it is closed. Do not place anything near the computer that could put pressure on the screen. Do not place anything in the carrying case that will press on the cover. Do not place anything on the keyboard before closing the lid (pens, pencils, disks). Clean the screen with a soft, dry cloth or anti-static cloth.

3. **Using Computer at School.** Computers are intended for educational use. Students may participate in face-to-face instruction, hybrid or remote learning while enrolled at Crazy Horse School during the school year. During the current year, this will be determined by parent and student request, or the type of education being offered at Crazy Horse School. This will be dependent upon guidance from the OST, BIE and CHS School Board with respect to the OST Risk Level Chart for the Reservation due to COVID–19 cases. In addition to teacher expectations for computer use, school messages, announcements, calendars, and schedules will be accessed using the computer. Students must be responsible to bring and utilize their computer to all classes, in person or remote, unless specifically advised not to do so by their teacher. This will be in effect whether students are in person or remotely attending classes.

a. **Computers Left at Home.** If students leave their computer at home, they will be allowed to phone parents to bring them to school. If unable to contact parents, the student will have an opportunity to use a replacement computer, either from the Help Desk or be asked to use an alternate machine. Repeat violations of this policy will result in parent meetings or disciplinary action.

b. **Computer Undergoing Repair.** Loaner computers may be issued to students when they leave their computers for repair.

c. **Charging Computer Battery.** Computers should be brought to school each day in a fully charged condition. Students need to charge their computers each evening. In cases where use of the computer has caused batteries to become discharged,

students may be able to connect their computers to a power outlet in class. If students are instructed to leave students at school, they will ensure that the computer is plugged in at the end of the day to charge prior to their return to school.

d. **Screensavers.** Inappropriate media may not be used as a screensaver. Images of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures will result in disciplinary actions. Passwords on screensavers are not to be used. Hard drive passwords are forbidden. If used, students may be responsible for the cost of replacement hardware.

e. **Sound.** Sound must always be muted unless permission is obtained from the teacher for instructional purposes. Headphones or ear buds may be used by the students with teacher permission.

f. **Printing.** Students may use network printers with teachers' permission during class or breaks. Students who want to print on a home printer must ask the technology Help Desk to add their printer software to the computer. Students and teachers are encouraged to print to a .pdf printer.

4. **Managing Files and Saving Work.**
   a. **Saving Data to Removable Storage Devices.** Students may backup their work using removable file storage, such as removable memory cards and or flash drive memory sticks.

   b. **Cloud Storage.** Students may have access to Cloud Storage (Microsoft OneDrive and Google Drive). It should be known that documents saved to the cloud are not backed up by the district and therefore cannot be recovered if lost or deleted. It is the student's responsibility to ensure that work is not lost due to mechanical failure or accidental deletion. Computer malfunctions are not acceptable excuse for not submitting work.

5. **Software on Computers.**
   a. **Originally Installed Software.** The software originally installed by Crazy Horse School IT Department must always remain on the computer in useable condition and be easily accessible. The computer is supplied with an operating system and with additional software. Licensed software provided with all new computers includes:

      i. Adobe
      ii. Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox
      iii. Microsoft Office including OneNote, Word, Excel, Access, PowerPoint & Publisher
      iv. Microsoft Windows 10 Professional
      v. Virus Protection Software
      vi. LanSchool Student (Classroom Management Software)
      vii. Windows Media Player

viii. Windows Movie Maker
ix. Photo Story
x. And other educational related software
xi. Content Filter (On and Off-Site)

From time to time the school may add or delete software applications for use in a course.

b. **Virus Protection.** The computer has anti-virus protection software. This software will scan the hard drive for known viruses. The virus software will be upgraded from the network. The school's storage server and the state's email server are also installed with virus protection software and hardware.

c. **Additional Software.** It is the responsibility of individual students to be aware of additional software programs and files loaded onto their computer. Students are responsible for maintaining the integrity of software required for facilitating academic activities. If additional software is located by a student; the student should report it to the Crazy Horse IT Department for removal.

d. **Inspection.** Students may be selected at random to provide their computer for inspection. This will be at the discretion of Administration and if students refuse, they are subject to discipline for this action.

e. **Procedure for Re-Loading Software.** If technical difficulties occur or illegal software is discovered, the technician will verify that the student files in the My Documents Directory are on the network server. The hard drive will then be re-formatted. Authorized software will be installed, and the data files reinstated in the My Documents Directory. The school does not accept responsibility for the loss of any software deleted due to a re-format and re-image.

f. **Software Upgrades.** Upgrade versions of licensed software are available from time to time. Students will be instructed to upgrade their software from the school's network periodically.

6. **Acceptable Use.**

a. **General Guidelines.**

i. Students will have access to all available forms of electronic media and communication which is in support of education and research and in support of the educational goals and objectives of the Crazy Horse School District.
ii. Students are responsible for their ethical and educational use of the technology resources of the Crazy Horse School District.
iii. Access to the Crazy Horse School District technology resources is a privilege and not a right. Each employee, student and/or parent will be required to follow the Handbook and Acceptable Use Policy.
iv. Transmission of any material that is in violation of any federal or state law is prohibited. This includes but is not limited to the following: confidential

information, copyrighted material, threatening or obscene material, and computer viruses.

v. Any attempt to alter data, the configuration of a computer, or the files of another user, without the consent of the individual, school principal, or technology administrator, will be considered an act of vandalism and subject to disciplinary action in accordance with the Crazy Horse School Discipline Policy.

b. **Privacy and Safety.**

i. Do not go into chat rooms or send chain letters. If applicable, teachers may create discussion groups for communication between students for educational purposes.

ii. Do not open, use, or change computer files that do not belong to you.

iii. Do not reveal your full name, phone number, home address, social security number, credit card numbers, password, or passwords of other people.

iv. Remember that storage is not guaranteed to be private or confidential.

v. If you inadvertently access a web site that contains obscene, pornographic, or otherwise offensive material, notify a teacher or a principal immediately so that such sites can be blocked from further access. This is not merely a request; it is a responsibility.

c. **Legal Propriety.** Comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask a teacher or parent. Plagiarism is a violation. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text. Use or possession of hacking software is strictly prohibited, and violators will be subject to Step 3 consequences of the Behavior Matrix. Violation of applicable state or federal law, including the South Dakota Penal Code, Computer Crimes, will result in criminal prosecution or disciplinary action by the school.

d. **Consequences.** The student in whose name a system account and/or computer hardware is issued to will always be responsible for its appropriate use. Noncompliance with the policies of the Computer Handbook or School Acceptable Use Policy will result in disciplinary action as outlined in the School Acceptable Use Policy and the School Discipline Matrix. Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. The School will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws. Contents of email and network communications are governed by the South Dakota Open Records Act; proper authorities will be given access to their content.

7. **Protecting & Storing Computer.**

a. **Computer Identification.** Student computers will be labeled in the manner

specified by the school. Computers can be identified in the following ways: record of serial number and asset tag or individual user account name and password.

b. **Password Protection.** Students are expected to password protect their computers by logging off their computer when not in use and keeping all passwords confidential. The computers are for educational use only.

c. **Storing Computer.** When High School students are not utilizing their computers, they can be stored in their homeroom classes. Nothing should be placed on top of the computer. High School students are encouraged to take their computers home when requested by a teacher. Computers should not be stored in a student's vehicle at school or at home. Every effort should be made by students to keep computers safe and in good working order.

Middle School students will store their computers in their assigned homeroom. Middle School computers are not to leave the building without teacher or principal approval.

d. **Computers Left in Unsupervised Areas.** Under no circumstances should computers be left in unsupervised areas. Unsupervised areas include the school grounds and campus, the cafeteria, Computer labs, locker rooms, library, unlocked classrooms, dressing rooms and hallways. Any computer left in these areas is in danger of being stolen. Unsupervised computers will be confiscated by staff and taken to the Principals' Office. Disciplinary action may be taken for leaving your computer in an unsupervised location.

8. **Repairing or Replacing Computer.**

a. **Warranty.** Coverage is purchased by the Crazy Horse School as part of the purchase price of the equipment. The provider warrants the computers from defects in materials and workmanship. This limited warranty covers normal use, mechanical breakdown or faulty construction and will provide replacement parts necessary to repair the computer or computer replacement. The warranty does not warrant against damage caused by misuse, abuse, accidents, or computer viruses. Students and parents may be asked to report and complete a report with law enforcement if a computer is damaged or stolen. If a computer is broken or damaged the warrantor has experts who will determine whether the damage is accidental or intentional. Students and parents may be asked to pay in full or partially for intentional damages to computers. Please report all computer problems to the Crazy Horse School IT Department located in room 216B in the Crazy Horse High School.

b. **Accidental Damage Protection.** Crazy Horse School will purchase coverage to protect the computers against accidental damage such as: liquid spills, accidental drops, power surges, and natural disasters. This coverage does not provide for damage caused by fire, theft, loss, misuse, intentional or frequent damage or cosmetic damage. Students and parents will be responsible for these types of damage. The warranty agent will assess the computer damage and repair or replace

the machine at no cost if the damage is determined to be accidental, infrequent, and within the protection guidelines. Crazy Horse School IT technician(s) will service repairs and replacements for detective parts and acts of accidental damage. Please report all computer problems to the Crazy Horse technology department in room 216B at Crazy Horse High School.

c. **Insurance.** Students or parents may wish to carry their own personal insurance to protect the computer in cases of theft, loss, or accidental damage by fire. Please consult with your insurance agent for details about your personal coverage of the computer.

d. **Claims.** All claims must be reported to the IT Technology Department located in Room 216B. Students or parents must file a police or fire report and bring a copy of the report to the principal's office before a computer can be repaired or replaced with School Protection Plan. Fraudulent reporting of theft, loss, or accidental damage by fire will be turned over to the police and insurance company for prosecution. A student making a false report will also be subject to disciplinary action as outlined in the School Discipline Matrix. Crazy Horse school will work with Law Enforcement to alert pawnshops and police departments in the area to be aware of school-owned equipment if necessary.

9. **Computer Technical Support.** The Technology Department is in Room 216B in Crazy Horse High School and coordinates the repair work for computers.
Services provided include the following:

a. Hardware maintenance and repairs;

b. Password identification;

c. User account support;

d. Operating system or software configuration support;

e. Application information;

f. Re-imaging hard drives;

g. Updates and software installations;

h. Coordination of warranty repairs; and

i. Distribution of loaner computers and batteries.

10. **Computer FAQs.**

a. **Are students able to use computer and software while enrolled at Crazy Horse School?**

Yes. While the rapid pace of computer technology guarantees that more advanced units will be available before you graduate, your unit will be powerful enough for your classroom work throughout your career at Crazy Horse School. The available

software will be usable in upper level as well as entry-level course work. Of course, just as upper-level courses require different textbooks, you may need additional software as you move through the curriculum.

b. **Are students able to use their own personal computers for their education at Crazy Horse School?**
Students will be required to use the school issued computer for school purposes. This is necessary to ensure that you have a computer that gives you network capability and the ability to run the software that you will need in your courses. The Crazy Horse School is also limited to provide maintenance service or assistance for only the computer you have been issued by the school. For these reasons, other computers will not be used on the Crazy Horse School network at school.

c. **Are students able to have computers over the summer?**
No. All computers will be collected at the end of the school year for general maintenance, cleaning, and software installation purposes. Students will receive their computers again in the fall to ensure that everyone receives complete information about the computer, including its warranty, insurance coverage, software usage and Crazy Horse School policy regarding the ethical use of computers.

d. **What about protection against theft or breakage through carelessness?**
Computers are very portable and very valuable, making them an attractive target for thieves. The best protection is to take care of your computer. Do not leave your computer in the building, classroom, hallways, or car unattended. Always know where your computer is! Above all, take your computer home each night or turn it into a staff member for safe keeping.

e. **Does Crazy Horse School provide maintenance for my computer?**
Yes. The IT staff will coordinate maintenance for students. Students enrolled at Crazy Horse School will be covered by a maintenance agreement for items described in the warranty agreement and Accidental Protection Plan.

f. **What will I do without a computer in my classes if my computer unit is being repaired or while I am replacing it if it is lost or stolen?**
Crazy Horse School District stocks a limited number of computers that can be loaned out on a first come, first-served basis. You will be able to request a loaner through the respective principal and the IT Department, the same area where you will go for service on your computer. If you are in possession of a loaned computer, treat it as if it were your own computer. You will be responsible for any damage to the unit or for its loss.

g. **How do I connect to the Internet at home?**
You may connect to the Internet using an Ethernet Cable connection or wireless Ethernet connection. If you have DSL service with Golden West Communications

or West Central Electric, you simply need to plug the Ethernet cable into the Ethernet port on the computer. If you maintain a wireless home network, you must set the computer to connect to your wireless connection. Students who do not have internet at home and have educational expectations and assignments from teachers and the school will be provided a MIFI to be able to complete assignments. All expectations of computer protection and usage will apply to MIFI's as well.

h. **Will there be facilities to back up the files I create on my computer?**
Yes. When you save your documents to the My Documents Directory folder, your files are automatically saved to the school storage server. You are encouraged to save your documents to a removable memory card or USB port.

i. **Are students able to add options to computers?**
No. Only the Crazy Horse School is authorized to add options and upgrades to your computer. Students can submit requests to the IT Department for considerations of software. The IT Department will review all requests and make recommendations for future upgrades.

j. **Are students allowed to run another operating system on my computer?**
No. Only the operating system chosen by the Crazy Horse School will be authorized to run on a student-issued computer.

k. **Will the students be given a new battery if the original goes bad?**
Yes. The computer battery will be replaced by the manufacturer for defects. You will be responsible for charging your battery and proper battery maintenance.

l. **What has the school done to help prevent students from going to inappropriate sites?**
Crazy Horse School has software designed to help monitor Internet sites that students attempt to access. This software blocks inappropriate sites and also logs a history of every site that each user opens. All students who attempt to find inappropriate sites will be directed to the Principal's Office. Classroom management software has also been installed onto all students' computers allowing classroom teachers to monitor student screens.

m. **Are Student Computers subject to school "snooping"; what if students bring their computer in for repairs and "objectionable data" is detected?**
Inappropriate material on computers should be reported to the classroom teacher, principal, or IT immediately upon identification. Students who have "objectionable data" on their computer but have failed or chosen not to report it, will be referred to the Principal's Office.

n. **If the accessories to the computer are lost or stolen, how much will it cost to replace them?**
If computer accessories are stolen, the lost items should be reported to the Help Desk or Principals' office. The student and parents may be responsible for all

costs if accessories are lost or stolen. All defective accessories will be allowed to be replaced.

11. **Computer Privileges.** Students will begin the school year with Standard Privileges. They will also receive training and education on the care of computers and how to transport them in a safe, respectful manner. Students will be asked to demonstrate and communicate that they understand how to protect computers from damage and how to use them appropriately.

    i. **Description of Privileges.** All pre-installed software provided by the district;
    ii. Campus account for student information (grades, attendance);
    iii. Internet access at school;
    iv. K12 Email Account;
    v. My Documents; and
    vi. Office 365 Access.

a. **Suspended Privileges: Student Privileges Removed by Administration.**
    i. Loss of home use;
    ii. Limited Internet access, limited email privilege, and/or limited program privileges;
    iii. Limited use of computer at school (hour by hour checkout only);
    iv. Loss of all computer privileges.

    All incidents will be handled on a case-by-case basis

Criteria for Privileges: Students Will Begin the Year with These Privileges.
    i. Violation of the Acceptable Use Policy, Internet Safety Policy.
    ii. Excessive Damage to Computer (accidental or misuse) Computer.

b. **Computer Damage.** Students with damage to their computer need to report it to their teacher, principal or IT, as soon as possible. Students may need to switch from online education to completing education packets if there are repeated incidents with damage to a student's computer.

c. *Loaner computers may not be allowed to go home while the damages of student's computers are being fixed.

NOTE: All incidents will be handled on a case-by-case basis and the Crazy Horse School reserves the right to suspend any or all privileges at any time if so necessary at the discretion of the Principals and IT Coordinator.

12. **Internet Safety.**

a. It is the policy of the Crazy Horse School District to:

    i. Prevent user access over the district's computer network to inappropriate material via Internet, electronic mail, or other forms of direct electronic communications.
    ii. Prevent unauthorized access, "hacking," and other unlawful activity.

iii. Prevent unauthorized disclosure, use and dissemination of personal identification information regarding minors.
iv. Provide Internet Safety Education to all students.
v. Comply with the Children's Internet Protection Act (CIPA)

b. **Technology Prevention Measures.** The state provided firewall and content filter are in use to protect the students from inappropriate materials.

i. Obscene materials, child pornography, and any material deemed harmful to minors is blocked through this filter.
ii. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the technology director or designated representative.
iii. Based on the IT technician's review of internet traffic and staff referrals, the blocking/filtering settings may be altered to keep inappropriate content from being accessed by students and staff.
iv. Students are supervised while using district computers to ensure their safety through the use of network surveillance software, staff monitoring, and classroom monitoring software.
v. Instant messaging programs, chat rooms, and email are not allowed for personal use.
vi. Emails (k12.sd.us) will be utilized by students to be set up at the3rd grade. Students and all district employees will use K-12 emails for one form of communication for school use only and they will be monitored.
vii. All school district computers that are taken off site will have the necessary off- site firewall/content filter protection to help protect from inappropriate materials.
viii. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for research or other lawful purposes.

c. **Inappropriate Network Usage.**

i. Students and Staff shall only use the School's Internet/Network for the purposes of education. Failure to abide by the School's Acceptable Network and Internet Use Policy will result in loss of some or all Internet and/or network privileges.
ii. It shall be the responsibility of all members of the Crazy Horse School District faculty and staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet Protection Act (CIPA).

d. **Documentation.**

i. Staff, parents, and students are informed of the Acceptable Network and Internet Use policy at the beginning of each school year.
ii. Permission forms will be subject for student use of the Internet and the

care and safety of all computer and technology equipment issued, as well as for permission to use student's works, photos, or names on the school sponsored Internet/Social Media websites. The forms will indicate understanding of appropriate care and respect for all technology by the Crazy Horse School. The Technology Use Contract is attached to this Policy Manual as **Appendix 12**.

13. **Internet Safety Education.** The Crazy Horse School staff will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and responses.

The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) require schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. The School's Acceptable Network and Internet Use Policy (hereinafter "AUP") is intended to set forth the specific obligations and responsibilities of all users, including students and staff, who access the School's Network, and to ensure such use complies with the CIPA requirements.

"Network" is defined as any and all School owned computers, servers, hardware or software, the school's local area network, wireless access points, the Internet, the School's intranet, email, chat rooms, other forms of direct electronic communications or other communications equipment provided by the school regardless of the physical location of the user. This AUP applies even when school provided equipment (laptops, Computers, etc.) is used on or off premises of school property.

14. **Acceptable Use Policy.** The Network may be used only as a tool to support and advance the functions of the school as well as its curriculum and educational programs. Access to the school's Network is a privilege and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the school's Internet Safety Policy and this AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the school. Faculty and staff may use the Network primarily in support of education and research consistent with the educational objectives of the school. Faculty and staff may access the Network for limited personal use but not for any commercial or business use; however, such personal use may not violate any applicable rules and regulations or applicable administrative procedures or interfere with job performance. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

Each student must sign this AUP annually to confirm that the student has read and understands this policy and agrees to abide by it. Students who are under 18 must have

their parents or guardians sign this AUP and submit it to the school.

15. **Network Etiquette.** Users are expected to abide by generally accepted rules of network etiquette (netiquette). These include but are not limited to:
    a. Be polite. Do not send or encourage others to send messages that are abusive or otherwise fall in the definition of Prohibited Use in Section IV.
    b. Use appropriate language. Remember you are a representative of your school on a non-private network. You may be alone on a computer but what you write can be viewed around the world. Do not swear, use vulgarities or any other inappropriate language.
    c. All communications and information accessible via the Network should be considered private property that you cannot appropriate for your own use without appropriate attribution and consent.

16. **Prohibited Use.** The school reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

    a. Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information, or copyrighted materials.
    b. Criminal activities that can be punished under law.
    c. Selling or purchasing illegal items or substance The unauthorized collection of email addresses ("harvesting") of e-mail addresses from the Global Address List and other District directories.
    d. Obtaining and/or using anonymous email sites; spamming; spreading viruses.
    e. Circumvention of the School Technology Protection Measure/filter to access blocked sites.
    f. Disclosure of minors' personal information without proper authorization.
    g. Students' disclosure of personal information such as the student's name, address, phone number, password, or social security number, to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites.

17. **Causing harm to others or damage to their property, such as:**

    a. Using profane, abusive, or impolite language; threatening, harassing, bullying, or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials;
    b. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
    c. Damaging computer equipment, files, data or the network in any way, including

intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance;

d. Using any school computer to pursue “hacking,” internal or external to the school, or attempting to access information protected by privacy laws; or

e. Accessing, transmitting, or downloading large files, including "chain letters" or any type of "pyramid schemes".

18. **Engaging in uses that jeopardize access or lead to unauthorized access into others’ accounts or other computer networks, such as:**

a. Using another’s account password.

b. Interfering with other users’ ability to access their account(s); or disclosing your own or anyone’s password to others or allowing them to use your or another account(s).

19. **Using the network or Internet for Commercial purposes.**

a. Using the Internet for personal financial gain; Using the Internet for personal advertising, promotion, or financial gain; or

b. Conducting for-profit business activities and/or engaging in nongovernment related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

20. **Off-Premises Use of Network.** The student’s parent or guardian is responsible for monitoring the minor’s off premise use of the Network including but not limited to School-assigned email accounts and/or other Network components including but not limited to school assigned computers such as laptops, Computers or e-readers and ensuring such use complies with this AUP.

21. **Disclaimer.** Crazy Horse School makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the Network or accounts. Any additional charges a user accrues due to the use of the school network are to be borne by the user. The school also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of the school, its affiliates, or employees.

22. **Enforcement.** Prohibited use of the Network may, for students, result in disciplinary action up to and including suspension or expulsion from school or, for employees, suspension, or termination of employment. Where circumstances warrant, prohibited use of the Network may be referred to law enforcement authorities. When a school administrator has a reasonable belief that a student has violated a school rule, policy or the law, and there are facts and inferences that would cause a reasonable person to suspect that a search of the student’s personal technology device(s) will reveal evidence of a violation of said school rule, policy or the law, the administrator shall have the authority to search such device, provided that the scope of the search relates to the suspected violation giving rise to the reasonable suspicion.

23. **Crazy Horse Computer Protection Plan.** The Crazy Horse School District recognizes

that with the implementation of the computer initiative there is a need to protect the investment by both the school and the Student/Parent. The technology improvements will be sustainable so that students are able to continue to utilize technology as they move into their educational futures.

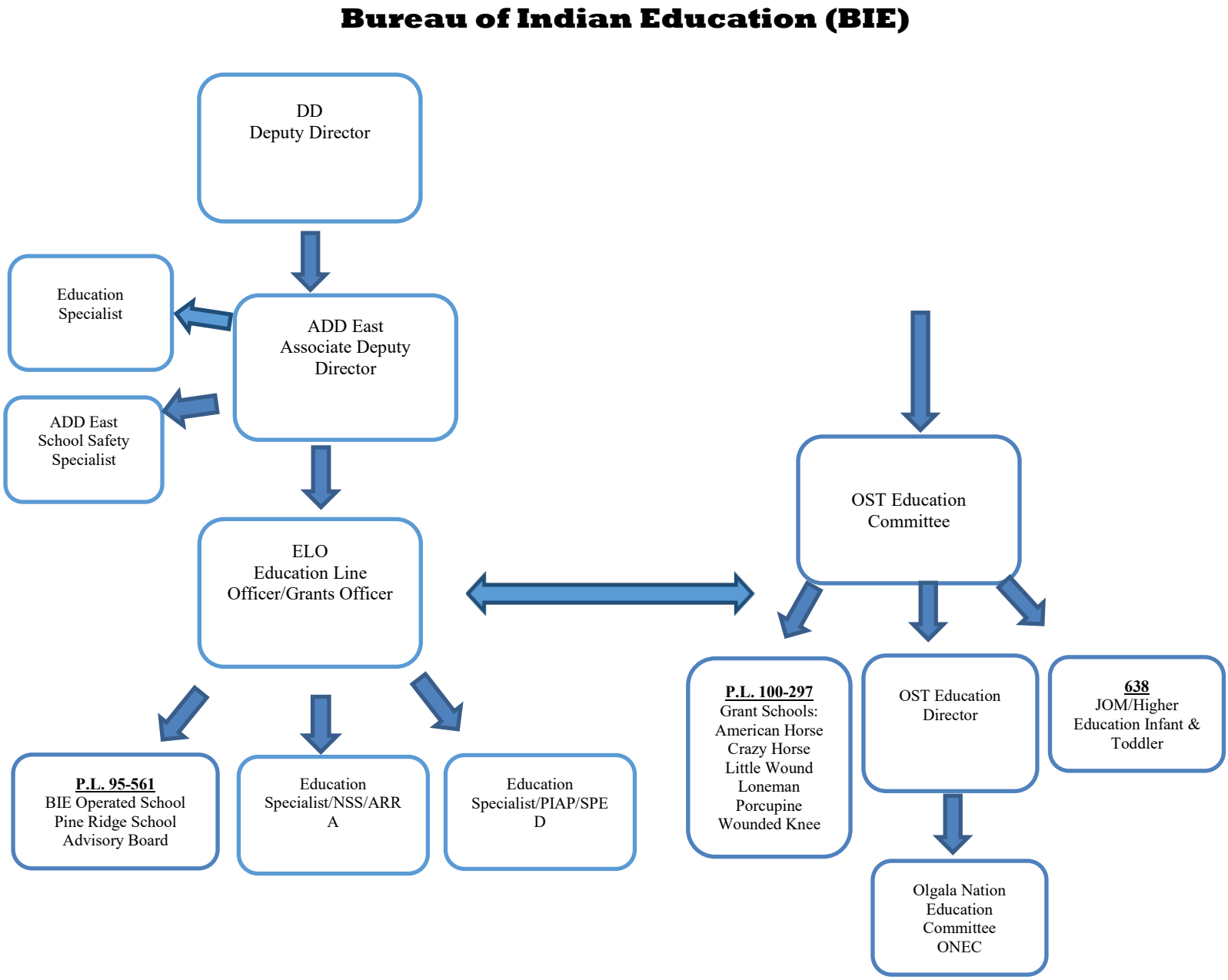
24. **Additional Information.** In cases of theft, vandalism and other criminal acts, a police report, or in the case of fire, a fire report MUST be filed by the student/parent for the protection coverage to take place. A copy of the police/fire report must be provided to the principal's office. An additional charge is the responsibility of the student/parent and must be paid before the computer can be repaired or replaced.

25. **Intentional Damage/Accessory Replacement.** Students/Parents are responsible for full payment of intentional damages to computers or replacement of lost or damaged accessories. Warranty, Accidental Damage Protection, or School District Computer Protection DOES NOT cover intentional damage of the computers or accessories needing to be replaced due to damage or loss.

7.71 USE OF FACILITIES FOR WAKES AND FUNERALS

Use of school facilities for wakes or funerals requires prior administrative approval and compliance with visitor access, safety, and cleanup procedures. Due to the School's educational obligations to students, facility availability shall be limited to Friday through Sunday, unless otherwise approved in writing by the Superintendent. The Superintendent may establish additional conditions of use by memorandum.

APPENDIX 1: BIE/TRIBAL ORGANIZATION CHART

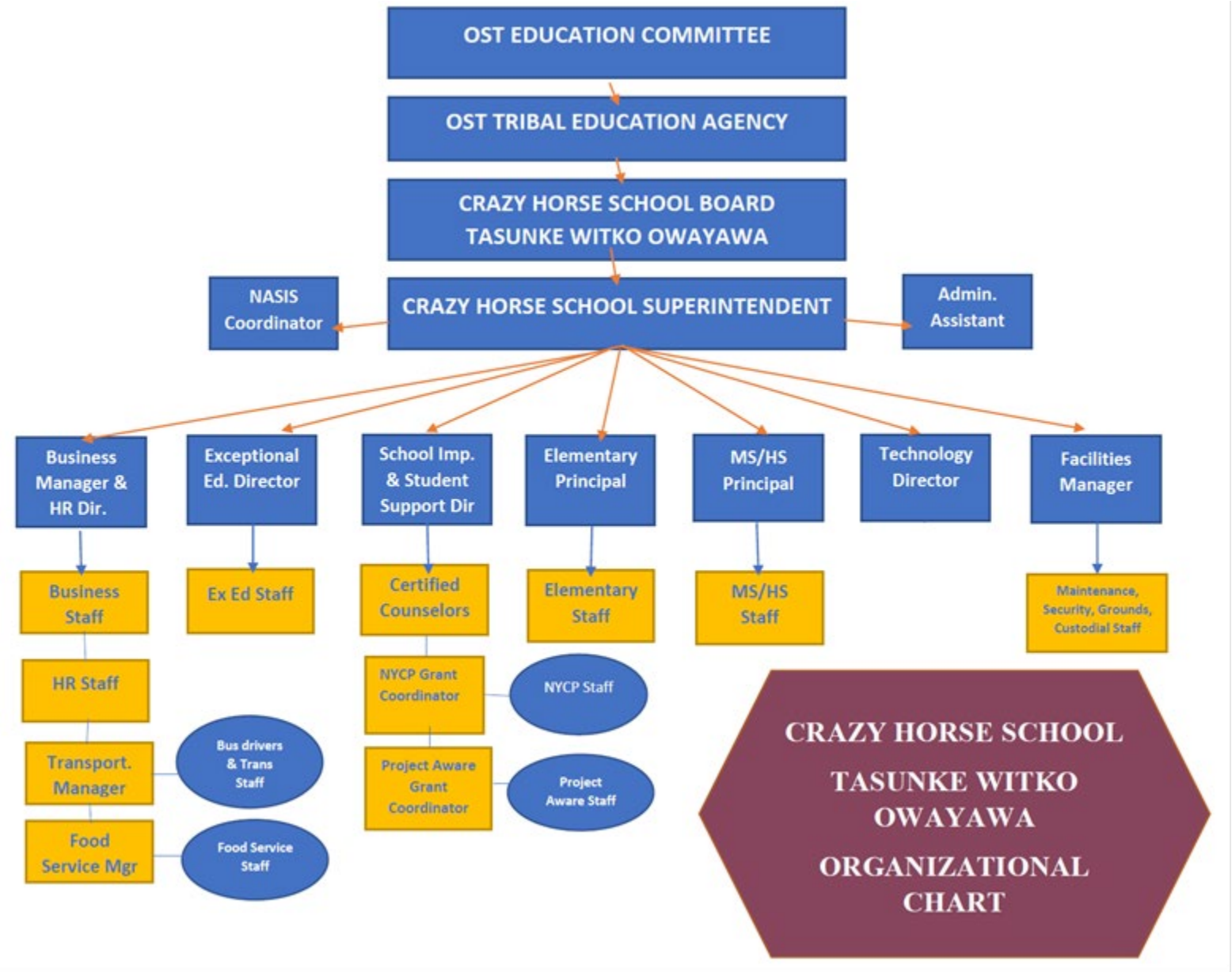


APPENDIX 2: BIE ACRONYM

List of Commonly used BIE Acronyms

Acronym:	Meaning:		
DD	Deputy Director Bart Stevens		
ADD	Associate Deputy Director Roxanne Brown		
DPA	Division of Performance & Accountability Jeff Hamley		
ELO	Education Line Officer Norma Tibbitts		
NSS	Plan4Learning Specialist Alicia Stolley		
		Due Date:	**Personnel Responsible:**
PLAN4LEARNING	National Assessment Tool for Innovation, Validation Education	On going	School Leadership Team (SLT)/ School Improvement Team (SIT), Administration & Professional Learning Communities (PLSs)
PIAP	Performance Improvement & Accountability Plan	Quarterly	School Administration
NASIS	Native American Student Information System	Daily (student information, student attendance, behavior incidents, IEP's, transcripts, grade book)	All school personnel NASIS Administrator
ARRA	American Reinvestment & Recovery Act	Quarterly	Business Manager
ISEP	Indian Student Equalization Program	Yearly	NASIS Administrator
CIMP	Compliance Improvement Monitoring Process	Yearly	School Administration
LSPP	Local School Improvement Process	Yearly	Special Education
STAR	Self-assessment Tool for Accountability & Results	Yearly	School Administration

APPENDIX 3: CRAZY HORSE SCHOOL ORGANIZATIONAL CHART



APPENDIX 4: SCANS FORM

CHS SCAN Report Form

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

	Report Date:	Report Time:
School Information		
1. Reporting School: (Elementary, Middle, High School or Alternative)	2. School Supervisor:	
3. School Phone No.: ( )	4. Responsible Dept. Supervisor:	
Personal Information of Victim		
5. Last Name: **First Name:** **Middle Initial:**		

7. SSN:	**8. DOB:**	**9. Age:**	**10. Grade:**	**11. Sex:**

12. Check Suspected Activity or Abuse:

☐ CHS employee engaged in discourteous conduct involving a student, such as using inappropriate language, making inappropriate comments of a non-sexual manner, calling names, insulting or humiliating a child, shouting, cursing;
☐ Rude, boisterous play that adversely affect production, discipline, or morale of student;
☐ Use of abusive, demeaning, degrading, or insulting language;
☐ Quarreling or inciting to quarrel;
☐ Any situation that is comparable in nature to the examples and situations identified above.
☐ Physical Abuse (Circle one of the following that applies: Level I or Level II)
☐ Emotional Abuse (Circle one of the following that applies: Level I or Level II)
☐ Sexual Abuse (Circle one of the following that applies: Level I or Level II)
☐ Neglect (Circle one of the following that applies: Level I or Level II)

13. Describe any indicators of abuse (See Examples Page 2**.**

14. Name of Parent(s), Guardian, Custodian:	15. Relation to Victim:
16. Contact Telephone Number of Parents, Guardian, or Custodian: ( )	
17. Complete Mailing Address:	18. Physical Location of Residence:(attach map, if applicable)

CHS Adult Information

19. Full Name of CHS or Non-CHS Staff or Adult:		20. CHS or Non-CHS Staff or Adult Position/Status:
21. If CHS Employee, Position Title:		☐ CHS Employee ☐ CHS Contractor/Consultant ☐ Volunteer * ☐ Relative*, _____ Specify ☐ Other*,
22. Contact Information for Alleged Offender: Day Telephone: ( ) Address or Physical Location:		
23. Location of alleged incident:	24. Date of alleged incident:	

	25. Time of alleged incident:	Specify ☐ Student ** * **Refer to school/agency policies and procedures for any alleged offenders under the age of 18 or classified as a student.
26. Full Names and telephone numbers of potential witness(es):		
Mandatory Reporter Information		
27. Full Name and Title of Mandatory Reporter Reporting Above Incident:		28. Signature: Date:
29. Full Name of School Superintendent or Designee:		30. Signature: Date:
31. Has Mandatory Reporter Requested Protection of their Identity? Yes ☐ No ☐		32. Initials of Mandatory Reporter: _____

Seriousness Levels

Level 1 Examples

- ✓ Any case in which a child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact, or prostitution.
- ✓ Engagement in sexually explicit conduct – Actual or simulated – (1) sexual intercourse, including sexual contact in the manner of genital-genital, oral-genital, anal-genital, or oral-anal contact, whether between persons of the same or of opposite sex; sexual contact means the intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify sexual desire of any person; (2) bestiality; (3) masturbation; (4) lascivious exhibition of the genitals or pubic area of a person or animal; or (5) sadistic or masochistic abuse.
- ✓ Evidence of physical injury - Includes skin bruising and/or bleeding after being struck, thrown, or treated inappropriately; lacerations, fractured bones, burns, internal injuries, severe bruising; serious bodily harm; subdural hematoma (head injury), soft tissue swelling, and/or such conditions that are not justifiably explained or may not be the product of an accidental occurrence.
- ✓ Confirmed or suspected malnutrition or failure to thrive.
- ✓ Confirmed or suspected fighting, threatening, or inflicting bodily harm on a student.
- ✓ Any situation that is comparable in nature to the examples and situations identified above.

Level 2 Examples

- ✓ Corporal punishment: punishment administered by an adult to the body of a child ranging from a slap to spanking.
- ✓ Incidents of grabbing or pushing a child, grabbing a child by their clothing, or pulling a child's hair.
- ✓ Child appears to be treated in a neglectful way such as clothing inappropriate; lack of needed medical and/or dental care.
- ✓ School-age child (1^{st} – 6^{th} grade) left without adequate supervision for extended periods during day or night.
- ✓ Pre-school child left without any supervision.
- ✓ Any situation that is comparable in nature to the examples and situations identified above.

Level 3 Examples

- ✓ CHS employee engaged in discourteous conduct involving a student, such as using inappropriate language, making inappropriate comments of a non-sexual manner, calling names, insulting or humiliating a child, shouting, cursing.
- ✓ Rude, boisterous play that adversely affect production, discipline, or morale of student.
- ✓ Use of abusive, demeaning, degrading, or insulting language.
- ✓ Quarreling or inciting to quarrel.
- ✓ Any situation that is comparable in nature to the examples and situations identified above.

The examples and indicators identified on this page are not all inclusive. Any incident in which a child is harmed or may be harmed must be reported.

Indicators of Abuse

Sexual Abuse	**Physical Abuse**
✓ Difficulty in walking or sitting ✓ Torn, stained, or bloody underclothing ✓ Pain, bruising, or itching in the genital and/or anal area ✓ Sexually transmitted diseases ✓ Engages in delinquent acts ✓ Bruises or bleeding in the genital or anal area ✓ Loss of appetite ✓ Pregnancy	✓ Skin abrasions, bruising, factures, etc. that show possible evidence of repeated injuries ✓ Sign of injury that is not consistent with the type of injury; and/or refuses to explain an injury ✓ Injuries appear clustered or are arranged symmetrically ✓ Complains of constant stomach pain or other possible internal injury ✓ Unexplained injuries ✓ Aggressive, self-destructive behavior

✓ Unexplained sore throats, urinary or yeast infections	
Emotional Abuse	**Physical and/or Emotional Neglect**
✓ Eating disorders ✓ Excessive nightmares ✓ Bed-wetting problems ✓ Failure to thrive	✓ Clothing inappropriate for current weather conditions or insufficient for school/play ✓ Height and/or weight significantly below minimum standard establish for age level ✓ Lack of needed medical and/or dental care ✓ Child left without adequate supervision for extended periods ✓ Exhibits chronic fatigue ✓ Dirt and grime on clothes or skin; offensive body odor ✓ Reluctant to go home ✓ Excessive school absence

INFORMATION REGARDING THE INCIDENT

(Please type or print clearly the following information.)

34. Describe how you became aware of the incident:

35. Describe the specific incident:

(Note: Mandated Reporters do not have to prove abuse when making a report, but must describe the behavior or physical signs that led the Mandated Reporter to believe the child was abused.)

36. Did the alleged abuser physically touch the victim in any way?

☐ No ☐ Yes **If yes, describe specifically the physical contact and elevate to Level I or II CHS report.**

37. Was Medical Treatment Required?

☐ No ☐ Yes If yes, indicate action taken: ☐ Victim was taken for medical care by school staff for an evaluation and/or medical treatment

☐ Ambulance was contacted for immediate medical attention.

☐ Other. Explain action taken:

ATTACHMENTS

☐ Continuation pages, if required.

☐ Statement from victim, witness, alleged offender, etc.

☐ Other (must describe attachment): _____

- Distribution:
- Copy Employee
- Copy to CHS Supervisor or Designee for Reporting School

APPENDIX 5: CRAZY HORSE SCHOOL ORGANIZATIONAL CHART

CONFIDENTIALITY AGREEMENT

To be read and signed by Mandated Reporter

In accordance with the Indian Child Protection and Family Violence Prevention Act, the identity of any person making a report of suspected child abuse or neglect shall not be disclosed, without the consent of the individual, to any person other than a court of competent jurisdiction or any employee of an Indian tribe, a State or the Federal Government who need to know the information in the performance of such employee's duties.

By signing this agreement, I understand that:

1. Confidentiality means that I cannot discuss any matter pertaining to the any child abuse or neglect case, except as allowed by law. Pursuant to section 552a of title 5, United States Code, the Family Education Rights and Privacy Act of 1974 (20 USC 1232g), or any other provision of law, agencies of any Indian tribe, of any State, or of the Federal government that investigate and treat incidents of abuse of children may provide information and records to those agencies of any Indian tribe, any State, or any Federal Government that need to know the information in performance of their duties. For purposes of this section, Indian tribal government shall be treated the same as other Federal Government entities.

2. The legal requirements of confidentiality mean that I cannot discuss any matter pertaining to the Suspected Child Abuse and/or Neglect Report I completed on this date with any member of my family, including parents, children, spouse, aunts, uncles, cousins, any school staff or with another person unless they are allowed access to such information by law.

3. If I do not keep substantiated and/or unsubstantiated child abuse and/or neglect cases confidential, I may be subject to disciplinary action up to and including termination of my job as allowed by tribal or federal law or CHS policies and procedures.

Signature of Mandated Reporter	Position/Title	Date

Witnessed by:

Signature of School Supervisor, or Designee	Date

APPENDIX 6: PROVISIONAL SUPERVISED EMPLOYMENT BACKGROUND CHECK NOTICE AND AGREEMENT

Provisional Supervised Employment Agreement

I understand the requirements of P.L. 101-630, The Indian Child Protection and Family Violence Prevention act and P.L. 101-647, The Crime Control act. The requirements of a favorable character background investigation and criminal history check.

I agree to temporary/ emergency employment pending the completion and certification of a favorable background and criminal history check. I understand until the receipt of the background check during which children are in the care of myself, I will at all times be within the sight and under the supervision of a staff person whom a favorable background check has been completed.

I also understand that for Crazy Horse Tribal School to be in compliance with the above laws, my fingerprint charts must be returned from the State and FBI before I am allowed duties/ responsibilities and regular contact over Indian children. If an unfavorable background/ criminal history is revealed, I understand that I can be terminated immediately.

_____ _____

SIGNATURE DATE

_____ _____

WITNESS DATE

Provisional Supervised Employment
Background Check Notice and Agreement

By signing this form, I do hereby state that I understand the requirements of P.L. 101-630, The Indian Child Protection and Family Violence Prevention act and P.L. 101-647, The Crime Control Act. I also state that I understand the CHS requires a favorable character background investigation and criminal history check as a condition of employment.

I agree to temporary/ emergency employment pending the completion and certification of a favorable background and criminal history check. I understand until the School notifies me that it has received and acceptable and complete background and criminal history check, I am required at all times in which children are in the care of myself, to be within the sight and under the supervision of a staff person whom a favorable background check has been completed.

I also understand that for the Crazy Horse School to comply with applicable laws, my fingerprint charts must be returned from relevant States, the Tribe, and the FBI before I am allowed to perform duties/ responsibilities that require regular unsupervised contact with children. If an unfavorable background/ criminal history is revealed, I understand that my employment agreement will be considered null and void and my employment will cease immediately.

_____ _____

SIGNATURE DATE

_____ _____

WITNESS DATE

APPENDIX 7: FERPA STUDENT RECORDS CONFIDENTIALITY NOTICE

FERPA Confidentiality Statement

PLEASE READ THE FOLLOWING PRIOR TO COMPLETING THE FORM:

By signing this form, I acknowledge that I have received and understand the School's FERPA policy as it pertains to student records.

FERPA (CONFIDENTIALITY STATEMENT)
CHS has the right to access student records of and has the responsibility to maintain the rights of students as defined in the Family Educational Rights and Privacy Act (FERPA). The CHS Student Policies states the policy regarding student records at CHS. Student Records are open to members of the school staff who have a legitimate need to know their contents; however, such School Personnel has a responsibility to maintain confidentiality. Under the terms of FERPA, CHS has established the following as directory information: Student's Name, Grade Level completed, Awards Received and Dates, and Dates of Attendance (Current and Past). All other information may not be released without written consent of the parent or legal guardian or the adult student. Grades, Social Security Numbers, Ethnicity, and Student Schedules should not be released to anyone other than the parent or legal guardian or the adult student under discussion and not over the phone.

I acknowledge that I fully understand that the intentional disclosure by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law. I further acknowledge that such willful or unauthorized disclosure also violates CHS's policy and could constitute just cause for disciplinary action for any CHS employee, including termination of employment, regardless of whether criminal or civil penalties are imposed.

I have read the above and agree to maintain the confidentiality of student records.

Printed Name: _____ Position: _____

Signature: _____ Date: _____

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the School receives a request for access. Parents or eligible students should submit to the school Secretary a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible

student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask CHS to amend a record should write the school Superintendent clearly identify the part of the record they want changed and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment before the School Board. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, audi-tor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

   FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

   (a) To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced

institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))

(b) To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))

(c) To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or Tribe, or the Bureau of Indian Education. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

(d) In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))

(e) Tribal officials or authorities to whom information is specifically allowed to be reported or disclosed by a Tribal law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, whose records were released, subject to §99.38. (§99.31(a)(5))

(f) To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))

(g) To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))

(h) To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))

(i) To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))

(j) To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a) (10)

(k) Information the school has designated as "directory information" under §99.37. (§99.31(a) (11))

APPENDIX 8: MCKINNEY-VENTO ENROLLMENT/REFERRAL FORM

Determining McKinney-Vento Eligibility of Unaccompanied Youth

1. Is the student residing with someone who is not his/her parent or court appointed guardian?

   If yes, continue to the next question. If no, the student may be homeless, but is not unaccompanied.

2. Does the student meet the definition of homeless under McKinney-Vento?

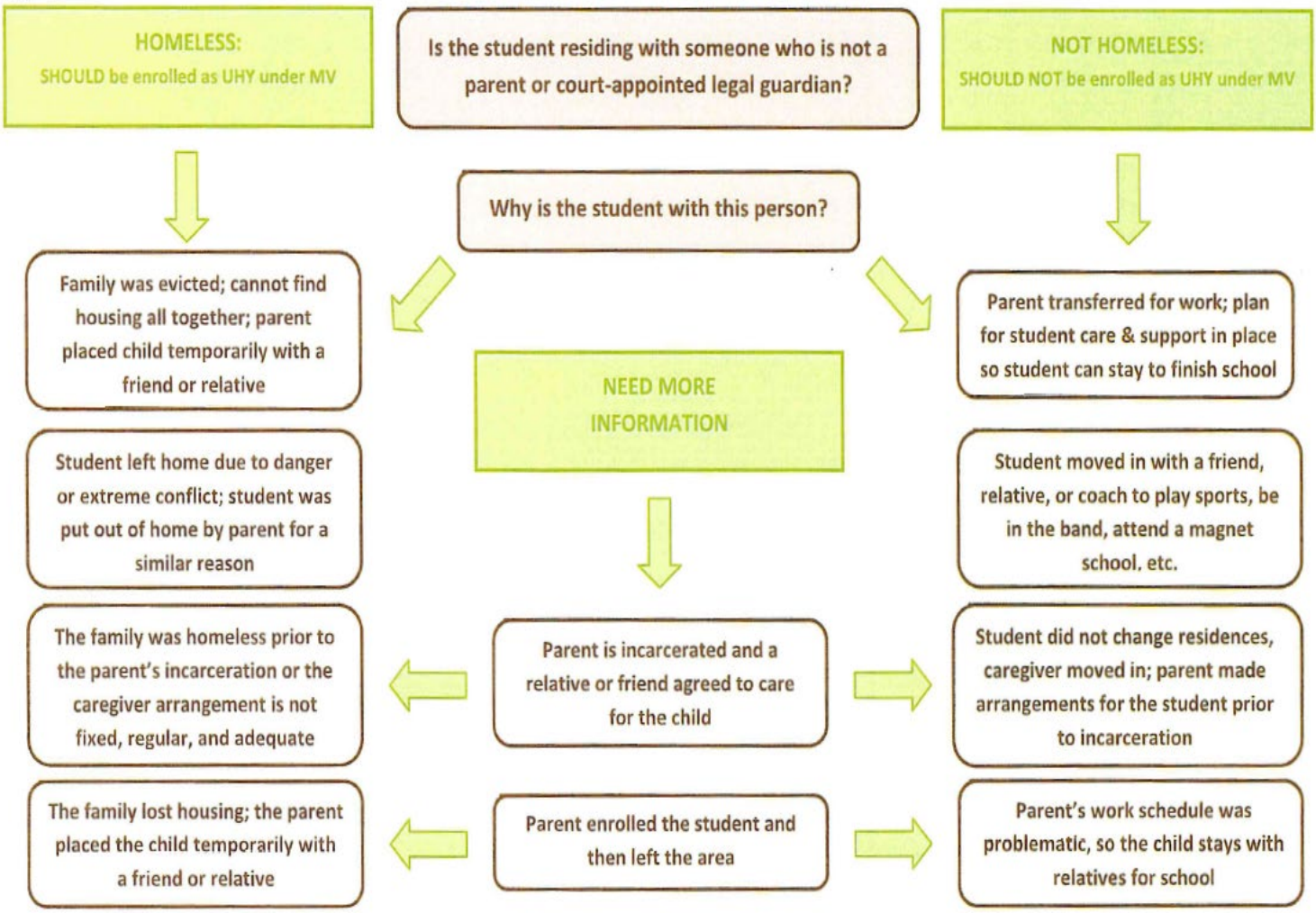
These are sample questions that can be asked to determine McKinney-Vento eligibility.
Reminder: homeless is defined as "lacking a fixed, regular, and adequate nighttime residence."

- Why is the student living with someone who is not his/her parent/guardian?
- Is the student placed in this residence as a temporary plan for housing because the entire family became homeless?
- Did the student leave home because of severe family conflict?
- How long can the student continue living where he or she is?
- Does the student have his or her own space/bedroom in the residence?
- Does the student have adequate privacy?
- Can the student come and go as needed?
- Where would the student live if not able to live there?
- What are the expectations of the student while staying there?

A student who is considered homeless (lacking a fixed, regular, and adequate nighttime residence) and unaccompanied (not in the physical custody of a parent or guardian) can be registered as an unaccompanied homeless youth under the McKinney-Vento Act.

A student who is not homeless, even though residing with a person other than the parent or court-appointed guardian, does not qualify as an unaccompanied homeless youth under the McKinney-Vento Act.

Unaccompanied Youth Eligibility Flowchart



NOTE: The information contained in this flowchart is intended to serve as a general guide. All McKinney-Vento eligibility determinations should be made on a case-by-case basis weighing the individual circumstances of each student. To be eligible for McKinney-Vento services as an unaccompanied homeless student, the student must meet the criteria of both homeless and unaccompanied.

McKinney-Vento Eligibility Eligibility/Referral Form

Residency Information

Student Name: _____ Parent/Guardian Name: _____

School: _____ Phone: _____

Age: _____ Grade: _____ DOB: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Is this address Temporary or Permanent? *(Circle One)* Yes No

Please choose which of the following situations the student currently resides in (you can choose more than one):

____ House or apartment with parent or guardian

____ Motel, car, or campsite

____ Shelter or other temporary housing

____ With friends or family members (other than or in addition to parent/guardian)

If you are living in shared housing, please check all of the following reasons that apply:

____ Loss of housing
Economic situation

____ Temporarily waiting for house or apartment

____ Provide care for a family member

____ Living with boyfriend/girlfriend

____ Loss of employment

____ Parent/Guardian is deployed

____ Other (Please explain)

Are you a student under the age of 18 and living apart from your parents or guardians?
____Yes ____No

Residency and Educational Rights

Students without fixed, regular, and adequate living situations have the following rights:

1) Immediate enrollment in the school they last attended or the local school where they are currently staying even if they do not have all of the documents normally required at the time of enrollment without fear of being separated or treated differently due to their housing situations;

2) Transportation to the school of origin for the regular school day;

3) Access to free meals, Title I and other educational programs, and transportation to extra-curricular activities to the same extent that it is offered to other students.

Any questions about these rights can be directed to the local McKinney-Vento Liaison at [INSERT PHONE NUMBER] or the State Coordinator at [INSERT PHONE NUMBER].

By signing below, I acknowledge that I have received and understand the above rights.

Caregiver Form

This form is intended to address the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11432 et seq.) requirement that homeless children have access to education and other services for which they are eligible. The McKinney-Vento Act states specifically that barriers to enrollment must be removed. In some cases, a child or youth who is homeless may not be able to reside with his/her parent or guardian; however, this fact does not nullify the child or youth's right to receive a free, appropriate public education.

Instructions:

Complete this form for a child or youth enrolling in school while not in the physical custody of a parent or guardian.

- To authorize the enrollment in school of a minor: Complete items 1 through 4 and sign the form.
- To authorize the enrollment and school-related medical care of a minor: Complete all items and sign the form.

I am 18 years of age or older and have agreed to fulfill the role of caregiver for the minor named below.

1. Name of Minor: _____
2. Minor's Date of Birth: _____
3. My Name (adult giving authorization): _____
4. My Home Address: _____
5. Check one or Both: (For example, if one parent was advised and the other could not be located)

   _____ I have advised the parent(s) or other person(s) having legal custody of the minor as to my intent to authorize care and have received no objection.

   _____ I am unable to contact the parent(s) or legal guardian(s) at this time to notify them of my intended authorization.

6. My Date of Birth: _____
7. My State Driver's License or Identification Card Number: _____

I declare under penalty of perjury under the laws of this state that the foregoing information is true and correct.

Signature: _____ Date: _____

Written Enrollment Decision Notice

This form is to be completed by the school when an enrollment request is denied.

Date: _____

Name of Person Completing Form: _____

Title of Person Completing Form: _____

Name of School: _____

In compliance with 42 U.S.C § 11432(g) (3) (E) of the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Name of Parent(s)/Guardian(s): _____

Name of Student(s): _____

After reviewing your request to enroll the student(s) listed above, the enrollment request is denied. This determination was based upon:

You have the right to appeal this decision by completing the second page of this notice or by contacting the school district's local homeless education liaison.

Name of Local Liaison: _____

Title: _____

Phone Number: _____

In addition:

- The student listed above has the right to enroll immediately in the requested school pending the resolution of the dispute.
- You may provide written or verbal communication(s) to support your position regarding the student's enrollment in the requested school. You may use the form attached to this notification.
- You may contact the State Coordinator for Homeless Education if further help is needed or desired. Contact information for the State Coordinator:

You may seek the assistance of advocates or an attorney. A copy of our state's dispute resolution process for students experiencing homelessness can be found here: https://doe.sd.gov/title/documents/MV-Dispute.docx.

Written Enrollment Decision Notice

To be completed by the parent, guardian, caretaker, or unaccompanied youth when a dispute arises. This information may be shared verbally with the local liaison as an alternative to completing this form.

Date: _____

Student(s): _____

Person Completing Form: _____

Relation to Student(s): _____

I May Be Contacted At (Phone or Email): _____

I Wish to Appeal the Enrollment Decision Made By: _____

Name of School: _____

I have been provided with (Please check all that apply):

____ A written explanation of the school's decision.
____ The contact information of the school district's local homeless education liaison.
____ A copy of the state's dispute resolution process for students experiencing homelessness.

Optional: You may include a written explanation in the space below to support your appeal or you may provide your explanation verbally.

The school provided me a copy of this form when I submitted it. _____ (Please initial.)

You may seek the assistance of advocates or an attorney. A copy of our state's dispute resolution process for students experiencing homelessness can be found here: https://doe.sd.gov/title/documents/MV-Dispute.docx.

CRAZY HORSE SCHOOL

Transportation Memorandum of Understanding

Dear Parent/Guardian/Student,

Your child(ren) or you, as an unaccompanied homeless youth, are currently eligible for the McKinney-Vento program. Per the McKinney-Vento Act, transportation will be provided to your child(ren) or you, as an unaccompanied youth, to and from school.

The following describes our agreement with you regarding transportation:

Pick-Up
Students must be at the bus stop at the time provided by the transportation department. Drivers can wait no more than [X] minutes from your scheduled time.

Drop-Off
An adult pre-approved by parents and guardians must be present at the bus stop to pick-up students too young to be left unsupervised. The transportation department will provide the time that the adult must be present for pick-up of students; parents and guardians must notify the liaison or the transportation department if an adult other than the parent or guardian will be picking-up the student.

Communication of Absences
If a student is going to be absent from school and therefor does not need transportation for part or all of the day, parents or guardians must call and inform the designated driver no later than [X] a.m. on the day of the absence so the driver can adjust the route accordingly.

Driver's Name: _____

Contact Phone Number: _____

Violating the Pick-up, Drop-off, or Absence agreement more than [#] times could result in the loss of transportation services or other consequences.

Behavioral Expectations
Students and parents are expected to follow the Crazy Horse School District policies for behavior. Disciplinary actions for students who violate the behavior policies will be followed as they are for any student in the district.

If Crazy Horse School fails to provide the agreed upon transportation services, the liaison should be contacted. Your liaison is [NAME] and may be reached at [INSERT CONTACT INFO].
If a student's residence changes, the transportation department must be contacted by [INSERT TIME] to allow for transportation to be arranged. Transportation requests and changes may take up to [NUMBER] days to be routed, so temporary transportation may be provided while routing is arranged. The transportation department may be contacted at: [CONTACT INFO].

Please sign below to acknowledge that you understand and agree with these expectations and terms.

Date	Parent/Guardian/UHY Name (Printed)	Signature

Date	Name of Liaison (Printed)	Signature

MISSING DOCUMENTS

Student Name: _____

Name of Person Completing Form: _____

Relationship to Student: _____

School District/Building: _____

Indicate which documents are missing:

___ Proof of Residency
___ Proof of Guardianship
___ Proof of Identity
___ Birth Certificate
___ School physical/health records
___ School Records
___ Other (Please describe) _____
___ Immunization Records

You are being asked to answer the following questions because you are unable to provide the enrollment documents checked above that are required for enrollment. In accordance with the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.) states and localities are required to address barriers to the enrollment of students meeting the definition of homeless. Your completion of this information will facilitate the enrollment of your child (or of your own enrollment if you are an unaccompanied homeless youth).

1. Please list the age, date of birth, and birthplace of the students being enrolled.

2. If the person completing this form is someone other than the parents, legal guardians, or other persons with legal custody of the student(s) being enrolled, please list the names of the parents, legal guardians, or custodians. (If you are an unaccompanied youth, please list your parents, legal guardians, or other adults who help take care of you, such as relatives, caregivers, social workers, etc.)

3. Do you have legal custody imposed by a court order or have you been designated as a court-appointed guardian for the student(s) being enrolled?

   What court entered such Order and what type of case was it (e.g., custody hearing, etc.?)

4. Why are you unable to present a copy of the checked items?

5. In order to help the school district locate missing information for each of the students enrolling, please give the following information:

   Last school attended (name of school, city or county, and state):

   Clinic or medical facility where immunizations or medical treatment was received (name of facility, city or county, and state):

Date Signature of Person Completing Form

School Level Point of Contact Information

The McKinney-Vento Act (42 U.S.C. § 11431 et seq.) requires that every school district provide education and related services for students experiencing homelessness. In order to ensure our district remains in compliance with the law while providing an education of the highest quality to homeless students, a point of contact is needed in every building. This person will work with the local liaison to ensure students are identified and given appropriate opportunities to attend and succeed in school. To assist with these tasks, the local liaison will provide support and training for the building level points of contact.

Please identify the most appropriate building level point of contact and provide his or her information below.

School Name: _____

Contact Name: _____

Direct Phone Extension: _____

Email: _____

If you need assistance determining the most appropriate person for this role in your building, please contact the local liaison for assistance. Once the building contact is identified, please return this form to the local liaison no later than [INSERT DATE HERE].

The local liaison for our district is: [INSERT CONTACT INFORMATION HERE]

APPENDIX 9: CHS NOTICE OF UNEXCUSED ABSENCES

Crazy Horse School

P.O. Box 260
Wanblee, South Dakota 57577
Middle/High School Office: (605) 462-6816 FAX: (605) 462-6424
Elementary School Office: (605) 462-6808 FAX: (605) 462-6349

Date: _____

Dear Parent/Guardian: _____Grade: _____

Our records indicate that your child _____ has accumulated _____ days of unexcused absences. Regular attendance is necessary in order for your child to progress in his/her academic studies. In compliance with the Oglala Sioux Tribal Code Section #79, requires that all children between the ages of 5 and 18 be enrolled and attend school regularly.

Crazy Horse School Policy 4.06.5 states the following:

a. When a student misses 2, 5, 7 days of absences in one semester, parents and guardians will be notified in writing and/or home visits at each level.

b. After the fifth day of absence in a semester, CHS will contact the Oglala Lakota Housing Authority, TSR (Tenant Service Representative), Child Protective Services and Public Safety.

c. Students missing ten (10) consecutive and or nonconsecutive days of absence of school, excused or not excused will be automatically dropped from the rolls for the balance of the semester per BIE requirements, unless a variance is approved by the Principal. CHS will report students that have been dropped to the OST Attorney General to enforce OST Code on Truancy.

Sincerely,

_____
Mrs. Amelia BlackBear, Elementary Principal

_____
Ms. Jodi Stoddard, MS/HS Principal

____ 1st Notice ____ 2nd Notice ____ 3rd Notice ____ Final Notice

_____ 2-Days _____ 5-Days _____ 7-Days _____ 10-Day Drop

Notify: ____CPS ____OLHA-TSR ____Public Safety

Crazy Horse School

Amelia Blackbear, Elementary Principal
P.O. Box 260
245 Crazy Horse School Drive
Wanblee, South Dakota 57577
PHONE: (605) 462-6809 FAX: (605) 462-6349

Date: _____

Dear Parent/Guardian: Grade: _____

Our records indicate that your child: _____, has accumulated _____ days of unexcused absence. Regular attendance is necessary in order for your child to progress in his/her academic studies. In compliance with the Oglala Sioux Tribe Code Section #79, requires that all children between the ages of 5 and 18 be enrolled and attend school regularly.

Crazy Horse School Policy 4.06 states as the following:

1. When a student accumulates 2, 5, 7 days of absences in one semester, parent/guardians will be notified in writing at each level.
2. After the fifth (5th) day of unexcused absence in a semester, the parent/guardian shall be required to come to the school and meet with the principal and counselor to sign an attendance contract to discuss the causes and possible solutions for the student's absences.
3. When students exceed ten (10) days of unexcused absence (consecutive and/or nonconsecutive) in a semester they will be dropped from school for the balance of the semester per the BIE requirements. The Parent/Guardians, the juvenile court, tribal police, and OST Child Protection Services will be notified when the student is under 18 years of age.
    a. Consecutive Days Absent: Any student missing ten (10) consecutive days of school whether excused or unexcused will be automatically dropped from the rolls of the school for the balance of the semester unless a variance is approved by the principal based on extenuating circumstances set forth in this Policy.

Sincerely,

Elementary Principal – Amelia Blackbear

_____

_____ 1st Notice (2 days) _____ 2nd Notice (5 days) _____ 3rd Notice (7 days) _____ Final Notice (10 days – Dop)

APPENDIX 10: ANTI-BULLYING CONTRACT

Crazy Horse School
Anti-bullying Contract

Bullying, by definition, is any single incident or pattern of behavior directed at another person that results in that person feeling intimidated or harassed, or results in the physical or emotional injury of the person. Some examples of bullying are:

1. Pushing, hitting, kicking or throwing things at someone.
2. Stealing or damaging another person's property.
3. Name calling teasing.
4. Threatening to hurt someone.
5. Leaving someone out on purpose and without good reason.
6. Spreading rumors about someone.

I, _____, understand that my previous behavior is by definition bullying. I have also been made aware of the severe consequences that will be enforced if my bullying behaviors continue. Therefore, I promise that I will make every effort to keep our school a safe and caring place by stopping my bullying behaviors and following these simple rules.

1. Treat everyone with kindness and respect.
2. Resolve disagreements with other students peacefully.
3. Never tease hurt name-call or bully another student.
4. Refuse to join in if I see someone else being bullied.
5. Ask for help from an adult if I am bullied or see someone else being bullied.
6. Practice new, kind behaviors, and ask for help when I don't know how to handle a situation.

Date: _____

Student Signature: _____

Parent/Guardian Signature: _____

Staff Signature: _____

APPENDIX 11: STUDENT PLEDGE OF COMPUTER USE

Student Pledge for Computer Use:

1. I will take good care of my computer and know that I will be issued the same computer each year.

2. I will never leave the computer unattended.

3. I will never loan out my computer to other individuals.

4. I will know where my computer is always.

5. I will charge my computer's battery daily.

6. I will keep food and beverages away from my computer since they may cause damage to the computer.

7. I will not disassemble any part of my computer or attempt any repairs.

8. I will protect my computer by only carrying it while in an approved case.

9. I will use my computer in ways that are appropriate and educational.

10. I will not place decorations (such as stickers, markers, etc.) on the District computer.

11. I understand that my computer is subject to inspection at any time without notice and remains the property of the Crazy Horse School.

12. I will follow the policies outlined in the Computer Handbook and the Crazy Horse School Acceptable Use Policy while at school or at home, during and outside the school day.

13. I will file a police report in case of theft, vandalism, and other acts covered by insurance.

14. I will be responsible for all damage or loss caused by neglect or abuse.

15. I agree to return all issued equipment, complete and in good working condition.

APPENDIX 12: STUDENT/PARENT TECHNOLOGY USE AGREEMENT

Student/Parent Technology Use Agreement

Website Permission/Email Permission Form Throughout the year, the School District will be updating school district web pages with photographs of classes, activities, student of the month, etc. Teachers may also be updating their websites with student work/projects. The school's website can be viewed at http:/www.crazyhorse.k12.sd.us.

Email Accounts: All students will receive an Email Account. Elementary students will receive instruction on how to use and access as determined by the parent, teacher and principal.

Please read through the following options and initial in agreement of understanding before each.

_____ I agree to my student being assigned a k12.sd.us email account for the purposes of communicating to teachers by students and parents. I understand that the email account will be monitored.

_____ I agree to the stipulations set forth in the above Computer Handbook.

_____ I have read, understand, and agree to comply with the Internet Safety Policy, Acceptable Network and Internet Use Policy, the Crazy Horse School Protection Plan, the Student Expectations, and the Website/Email Permission form.

Student Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Principal: _____ Date: _____

_____
Computer Model & Tag ID Number

_____
MIFI Number & Tag ID

APPENDIX 13: PARENT/GUARDIAN NOTICE OF STEP 3 DISCIPLINARY ACTION

AZY HORSE SCHOOL

Tasunke Witko Owayawa
P.O. Box 260
245 Crazy Horse School Drive
Wanblee, South Dakota 57577
PHONE: (605) 462-6792 FAX: (605) 462-6510

Date:

To:

Re: Step 3 – Student Meeting – with (Student) _____, (Parent) _____, Crazy Horse MS/HS Principal, Dean of Students, and Project Aware Staff.

Dear Parent/ Guardian,

This letter serves as notice that a meeting was held with the intent to resolve these violations of the Crazy Horse MS/HS Code of Conduct before more intensive disciplinary action is considered. Student, Parent/Guardian, Principal, Dean of Students and Project Aware Staff have determined the following conditions must be abided by for successful return to Crazy Horse School:

1. _____ may return to school and attend classes on _____.

2. No further incidents of the offensive behavior this year by the Student.

3. The Student will attend counseling as needed with Project Aware Staff, School Counselor or Student Advisor, IHS Counselor or other outside Counseling source as determined.

4. The Student will have a staff member assigned to them to check in with regularly each day until no longer needed.

5. The Parent/Guardian will be required to participate in meetings as requested by Project Aware Staff or the School Counselor.

6. Project Aware Staff, School Counselor, Dean of Students will participate in intervention planning in this case.

7. The Intervention Team will evaluate the process weekly.

8. The Student and Parent/Guardian will watch videos provided by the School and discuss for understanding, before the Student is completely integrated back into the School.
9. The Student and Parent/Guardian must sign a new behavior contract that includes the

above conditions.

10. Violation of any of these conditions will result in the Student being placed on Step 4 for the current school year, which will result in expulsion of the Student.

If you have any questions, please contact.

_____
Student

_____
Parent

_____
Project Aware Staff

_____
Principal / Dean of Students

APPENDIX 14: ATHLETIC/ACTIVITIES JOB DESCRIPTIONS

Activity / Advisors Job Description

The advisors will report directly to the athletic director. all concerns should follow the chain of command athletic director-principal-superintendent. All activity advisors are to demonstrate through sign-in sheets and meeting agenda that there is a well-represented process for conducting meetings. Due to the fund raising and timely planning of certain events every month the eighth-grade advisors, junior advisors, senior advisors, and student council advisors will provide documented updates. The updates are to be presented to the principal and should include:

- Items ordered
- Fundraising updates
- Event planning
- Sign-in sheet from monthly meetings
- Agenda and minutes from monthly meetings
- Items such as monthly newsletters should be turned in as a part of the monthly update
- Advisors will be on the October, December, February, and April school board agendas prepared to present updates noted above.

Essential Duties and Responsibilities:

a. Assist the Head Coach; manage, motivate, and lead a CHS team in a manner that is consistent with the mission and values of CHS.

b. Abide by all conference and SDHSAA regulations and assist to ensure departmental compliance.

c. Provide constant supervision of student athletes during practices, home or away events (Including overnight trips).

d. Must follow the policies and procedures adopted by CHS in the student handbook, along with the athletic handbook.

e. Responsible for the transportation home of any students participating in any given activity unless otherwise indicated by a parent/guardian.

Assistant Coach Job Description

The Assistant Coach Reports to the Head Coach and is responsible for all assigned duties as dictated by the Head Coach. The Assistant Coach is held to the same standards and expectations as the Head Coach and therefore should be familiar with coaching principles and ethics.

Essential Duties and Responsibilities:

a. Assist the Head Coach; manage, motivate and lead a CHS team in a manner that is consistent with the mission and values of CHS.

b. Abide by all conference and SDHSAA regulations and assist to ensure departmental compliance.

c. Provide constant supervision of student athletes during practices, home or away events (including overnight trips).

d. Must follow the policies and procedures adopted by CHS in the student handbook, along with the athletic handbook.

e. Responsible for the transport at ion home of any students participating in any given activity unless otherwise indicated by a parent/guardian.

f. Provide the Athletic Director with a detailed report at the end of the season. This report is to accompany the coach's request for supplemental pay.

g. Duties as assigned by the Head Coach.

I have read the CHS Athletic Manual and agree to abide by the following document.

Assistant Coach Signature: _____ Date: _____

Athletic Director Signature: _____ Date: _____

Head Coach Job Description

The head coach reports to the athletic director and is responsible for all aspects of managing a CHS program. The head coach must understand and promote the mission of athletics, as well as the mission, goals, values and educational ideals of CHS. The head coach is responsible for abiding by all CHS and SDHSAA regulations to ensure departmental compliance.

Essential Duties and Responsibilities:

a. Manage, motivate and lead a CHS team in a manner that is consistent with the mission and values of CHS.

b. Fulfill all administrative responsibilities of the program in an efficient and responsible manner.

c. Abide by all conference and SDI-ISAA regulations and assist to ensure departmental compliance.

d. Provide constant supervision of student athletes during practices, home or away events (Including overnight trips).

e. Must follow the policies and procedures adopted by CHS in the student handbook, along with the athletic handbook.

f. Responsible to inform parents of practice schedule and dates and times for transportation when practice is outside of the hours of 6:00pm.

g. Must keep adequate records of practice and conditioning plans, parent involvement for their activity/sport, weekly grade reports, team philosophy, and sign out sheets for activities that require students miss school. The method for incorporating the teaching of values and discipline must be available for inspection.

h. Provide game statistics reports for each game, match or tournament, at the end of the season provide the Athletic Director with a detailed close of the season report; This report is to accompany the coach's request for supplemental pay.

i. Schedule summer team contacts and coordinate camps and clinics.

Head Coach Signature: _____ Date: _____

Athletic Director Signature: _____ Date: _____

APPENDIX 15: COACH'S CODE OF CONDUCT

Coach's Code of Conduct

The expectations of the coaches are to provide an environment of the students to participate learn and grow within a team atmosphere that is not threatening, degrading or negative in any manner. The rights and responsibilities of providing this are listed below.

Rights
Coaches must respect and champion the rights of every individual to participate in sports.

Relationship
Coaches must develop a relationship with athletes (and others) based on openness, honesty, mutual trust and respect.

Responsibilities-Personal Standards
Coaches must demonstrate proper personal behavior and conduct at all times.

Responsibilities-Professional Standards
To maximize benefits and minimize the risks to athletes, coaches must attain a high level of competence through qualifications and a commitment to ongoing training that ensures safe and correct practice.

I have read the CHS athletic manual and agree by the contents of the document.

Head Coach Signature: _____ Date: _____

Assistant Coach Signature: _____ Date: _____

Athletic Director Signature: _____ Date: _____

APPENDIX 16: LETTER OF ACCEPTANCE

Letter of Acceptance

The rules, regulations and standards set forth in this Athletics/Activities Handbook are designed to give each participant a sense of responsibility and pride through membership in CHS' athletics/activities program whether he or she are on the fields of play, in the classroom, in our community while visiting another city or school. Therefore, your signature commits you to abide by the rules and regulations set forth in the Athletics/Activities Handbook or the CHS Athletics Department, in addition to specific regulations set forth in this letter. Failure to do so may result in suspension from the team, athletic program or any other sanctioned or non-sanctioned activity.

1. I will strive for excellence in all my activities, at all times, while I am a member of CHS' Athletics/Activities Program.

2. I will faithfully abide by the training rules set forth in the athletics/activities handbook. I realize that failure to do so may result in probation or suspension (from one week to the entire season), depending upon the coach's/administrations recommendation.

3. I will abide by the practice schedules and complete my workout each day with vigor and pride.

4. I will personally notify my coach when I cannot attend after school practice, and will miss only under extreme circumstances.

5. I will be responsible for the proper care of my practice and game clothing.

6. I will pay for any equipment I am personally responsible for losing, damaging or destroying.

7. I have read the Athletics/Activities Handbook from cover to cover and fully understand my obligations, responsibilities and duties to myself, my parents, my coaches, my school and to my community.

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Assistant Coach Signature: _____ Date: _____

Athletic Director Signature: _____ Date: _____

APPENDIX 17: FINANCIAL MANAGEMENT AND THE BUSINESS OFFICE PROCEDURES MANUAL

Crazy Horse School Business Office Procedures Manual

The Crazy Horse School Business Office is implementing the following required procedures to ensure effective implementation of financial internal controls. All CHS Business Office Personnel are responsible for adhering to the procedures set forth in this Procedure Manual. Failure of CHE employees to comply with the requirements set forth in these procedures will result in non-approval of requested purchasing or payments, and may result in personnel discipline up to and including termination of employment. Any variance from the procedures required by this Manual must be approved by the Business Office Manager and the CHS Superintendent in writing.

I. Payroll Procedures.

i. Timesheets shall be prepared by the Department secretaries or clerks. The Department clerk or secretary is responsible for making sure all signed leave slips with supervisor approval are attached to the timesheet.

ii. Leave Slips must have the Supervisor signature and must be filed with the secretary or clerk for the Department.

iii. The Department clerk or secretary will issue the prepared timesheet to each employee to check for accuracy and the employee will sign the timesheet.

iv. The Department secretary or Clerk will deliver the timesheet with approved leave slips attached to the Supervisor the review for accuracy and approval signature.

v. The Department secretary or clerk will deliver the timesheets to the Payroll Clerk who will review timesheets and leave slips for accuracy and required signatures.

vi. The Payroll Clerk will then enter time for payroll into the Payroll system.

vii. Accrued leave will be adjusted based on the timesheets by the Payroll Clerk when entering time and the Payroll / Accountant will review the accrued leave and do a reconciliation quarterly. A quarterly accrued leave report will be provided to the Business Manager for approval by the 28th day following the end of each quarter on January 28th, April 28th, July 28th, and October 28th.

viii. The Payroll / Accountant prepares the payroll checks.

ix. The School Board bank signatories are provided with the payroll check and direct deposit report and documentation on each payroll check and sign Payroll checks.

x. Once the Payroll / Accountant enter time, prepares and processes payroll then, the Business Manager downloads the file and then uploads the file to the financial institution for direct deposit to all employee bank accounts and files report to file. The Payroll / Accountant will then process payroll vendor checks, reconcile, give to board for signature, then give to Personnel / Property Clerk for mailing or pick up.

xi. Before any leave payout is made to any employee for any reason, the Payroll Clerk will check the Accrued leave report and obtain approval from the Payroll / Accountant.

II. Purchasing Procedures.

a. The CHS Employee fills out a requisition for purchase or service with a quote and gets approved and signed off by their Supervisor, Superintendent and the last to sign and code will be Business Manager if funds are available, (3 Quotes will be needed for Purchase over $10,000 and School Board approval with signature).

b. A Purchase Order is completed by Purchasing / Travel / AP Clerk and faxed or emailed to the vendor or picked up by requestor.

c. Once supplies and materials are delivered to the school, the Personnel/Property Clerk completes the receiving procedures. She then gives invoices and packing slips to the Purchasing / Travel/AP Clerk. The Personnel / Property Clerk will tag any items with an original purchase price in excess of $5,000 at the time of receiving and then she/he will also add make entry into the Futex inventory fixed asset system in the General Fixed Asset Account Group. Items with purchase price of less than $5,000 shall be included on the detailed inventory list but will not be capitalized.

d. Property and equipment records shall be maintained by the Personnel / Property Clerk that include a description of the property, a serial number of other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition including the date of disposal and sale price of the property or trade in value.

e. The Personnel / Property Clerk shall reconcile the annual inventory conducted by the Facilities Manager with the Inventory Records of the School annually on or before august 1st of each year. The Business Manager shall review and approve the annual inventory of the School on or before August 39th for presentation to the School Board.

f. The Payroll / Accountant then compares the Purchases Order to the invoice for accuracy.

g. Payroll / Accountant then gives invoice attached with purchase order to Purchasing / Travel / AP Clerk to prepare and process the voucher.

h. Vouchers are given to Payroll / Accountant to review for accuracy.

i. Once reviewed by the Payroll / Accountant, the Voucher and all documentation is given to Business Manager for approval signature on the voucher.

j. Vouchers are then given back to the Purchasing / Travel / AP Clerk to process payment.

k. The School Board authorized signatories are called in to sign the checks and are provided with all documentation to review.

l. Checks are then given to Personnel / Property Clerk for processing, mailing and disbursement if needed.

III. Schedule of Financial Reports.

The following Business Office activities and the dates such activities must be completed by are listed in this section. It is the responsibility of the Business Manager to ensure the reports and activities are timely prepared for submission.

a. Filing on the bank Recs, payroll taxes paid report and monthly CANS reimbursements are due by the 28th day of the following month.

b. Quarterly reports: BIE Form 425, IRS 941's, Unemployment report, Project Aware Reimbursement Reports will be completed by the Business Manager before the due date on the 28th day of the month after the quarter ends, on April 28th, July 28th, October 28th and January 28th.

c. Annual CANS application is due August 15th.

d. Annual Financial report, annual accrued leave and projected Budget for the new year are all due at the July Finance meeting.

e. Annual financial report to BIE is due September 30th for previous year.

f. Annual Financial Audit is due by March 31st for the previous fiscal year.

APPENDIX 18: CHS MANAGEMENT BOARD REPORTS DOCUMENTS CHECKLIST

CRAZY HORSE SCHOOL
Tasunke Witko Owayawa
P.O. Box 260
245 Crazy Horse School Drive
Wanblee, South Dakota 57577
PHONE: (605) 462-6811 FAX: (605) 462-5024

CHS Financial Management Board Report Documents Checklist

The following Checklist lists all documents the Board is to receive from the Business Office on a monthly and a quarterly basis as part of the financial report to the Board.

I. MONTHLY BOARD REPORTS - The Monthly Financial Board Report will include the following items:

1. Internal Controls over Financial Reporting:

- Monthly Bank Statements Reconciled
- Credit Card Statements (if credit card is in use)
- Accounts Receivable List
- Monthly Budget report showing amounts budgeted and expended for each fund including all federal fund line items and the General fund
- Accounts Payables Presented to the Board. All items for Board approval for payment shall include appropriate signatures including the requester, supervisor, Superintendent, Business Manager, and the Board.

2. Employee Loan Receivables:

- Listing of outstanding balances owed under the Employee Loan Program

3. Investment of Federal Funds:

- Listing of CDs and any funds invested and the amounts. Documentation of any drawdowns of invested funds with proof of Board approval.

II. QUARTERLY FINANCIAL BOARD REPORT – On a quarterly basis in April, July, October, and January of each year, the Monthly Board Report will include the following additional items:

- Form 425 submitted to BIE

- Accrued Leave Report listing accrued leave for each employee.

- IRS Quarterly Tax Statement - Any payment made to employees in the form of a bonus or incentive pay must be subject to all tax withholdings for FICA, Medicare and Federal Income Tax. The Payroll Clerk should be responsible for all payments to employees and the initial calculation of payroll taxes. Such documents should be reviewed and supervised by the Business Manager.

    - 1st Quarter (Jan. 1 – March 31) Due April 31
    - 2nd Quarter (April 1 – June 31) Due July 31
    - 3rd Quarter (July 1- September 30) Due October 31
    - 4th Quarter (September 1 – December 31) Due January 31

III. ANNUAL FINANCIAL BOARD REPORT – Annually on or before August 30th of each year, the Monthly Board Report will include the following Annual Report items:

- **Equipment and Real Property Annual Inventory Report:**
  Physical Inventory of all fixed assets performed every two years to verify the existence, current use, and continued need for the property will be provided to the Board annually on or before August 30th. Property records must contain information, such as the source of funding used to acquire the property and the percentage of federal participation in the cost. All cost records of the inventory, plus all additions and deletions, will be reconciled to the inventory system. Depreciation expense will be recorded in the government-wide financial statements. The Business Office shall maintain property records. The Facilities Manager is responsible for conducting the annual inventory and providing the Business Office Property/Inventory Clerk with the annual inventory on or before July 1st of each year. The Property/Inventory Clerk will enter all inventory information into the FUTEX system and the Business Manager will be responsible for approving the inventory report on or before August 30th of each year.

- **Annual Audit Draft for Board Approval** - on or before February 1st of each year starting in 2022. For 2021 on or before December 31, 2021.

APPENDIX 19: CHS COMPETITIVE PROCUREMENT CHART

Procurement Type	Value Of Contract	Procurement 1st Step	Procurement Approval Final Step	Type Of Solicitation
Fixed Price	Under $10,000	Staff Or Department Supervisor	Business Office Manager And Superintendent Approval	Call Or Send Email For 1 Quote
Fixed Price	Over $10,000 But Under $250,000 (In The Aggregate In One Year Or For A Contract Not Exceeding One Year)	Business Office Manager	Board Approval	Solicit At Least 3 Contractors/ Receive 2 Quotes
Fixed Price	Over $250,000	Business Office Manager	Board Approval Upon Recommendation By The Superintendent	Advertise For 2 Weeks- Need At Least 2 Responsive Quotes
Based On Price And Qualifications	Under $10,000	Staff Or Department Supervisor		Call Or Send Email For 1 Proposal
Based On Price And Qualifications	Over $10,000 But Under $250,000(In The Aggregate In One Year Or For A Contract Not Exceeding One Year)	Business Office Manager	Board Approval	Solicit At Least 3 Contractors/ Receive 2 Proposals
Based On Price And Qualifications	Over $250,000	Business Office Manager	Board Approval Upon Recommendation By The Superintendent	Advertise For 2 Weeks- Need At Least 2 Responsive Proposals
Sole Source All Types	Over $10,000	Business Office Manager	Board Approval Over $250,000 Awarding Agency Approval	Option 1) One Source + Cost Is Reasonable; Option 2) Public Emergency + Cost Is Reasonable.

APPENDIX 20: NIGHTTIME SECURITY CHECKLIST

Night Security Guard Checklist & Journal Crazy Horse School 245 Crazy Horse School Dr. Wanblee, SD 57577	Night Security Phone #:
Guard:	Date:
Day of the Week: □ Sunday □ Monday □ Tuesday □ Wednesday □ Thursday □ Friday □ Saturday	

Rounds Checklist:

	Round 1	Round 2	Round 3	Round 4		Round 1	Round 2	Round 3	Round 4
Windows					Grounds				
Lights					Garage				
Doors					Pool				
Gates					Housing				

Journal: Record any unusual activities or incidents pertinent to the information above.	
Guard Signature:	Date:

APPENDIX 21: CHS CONSTITUTION AND BY-LAWS

CRAZY HORSE SCHOOL
CONSTITUTION

ARTICLE I

SECTION 1: NAME OF ORGANIZATION

The name of the organizational body found herein shall be Crazy Horse School. The governing body of the organization shall be the Crazy Horse School Board.

SECTION 2: PURPOSE OF THE ORGANIZATION

The Crazy Horse School Board (hereinafter referred to as “the school board" or "the board") is the elected body of the organization, which is a non-profit educational enterprise, created pursuant to Oglala Sioux Tribal Council Resolution No: 84-48, and which has been created for the purpose of maintaining and continually upgrading the education process for the students at Crazy Horse School.

The objectives of the school board are to:

1. Preserve the rights of students attending Crazy Horse School while at school in their homes, and in their communities.
2. Raise and maintain standards of education in Crazy Horse School.
3. Serve as a liaison for students between their homes and school.
4. Develop between educators and the general public such untied effort as will secure for every student the highest advantages in education.
5. Insure that the Tribal Communities in the school’s service area are informed on all major educational issues.
6. Secure, stabilize and maintain continuity in the educational programs offered by the school to the students.

SECTION 3: AUTHORITY OF THE SCHOOL BOARD

Crazy Horse School is a legal entity of the Oglala Sioux Tribe, from whom Crazy Horse School has been delegated authority to operate and maintain Crazy Horse School. See Oglala Sioux Tribe Council Resolution No: 84-48.

SECTION 4: POWERS OF THE SCHOOL BOARD

School board members. shall have legal authority to conduct business at any properly called board meeting, provided, however:

A. An individual board member cannot make any unilateral or arbitrary action on behalf of the board outside of a properly called meeting.

B. Any statement of action taken by an individual board member in the name of the organization shall be null and void, and the board member shall be subject to sanction according to the policies and procedures developed by the board.

SECTION 5: RESPONSIBILITIES OF THE SCHOOL BOARD

It shall be the responsibility of the school board to: (l) meet at regularly designated times to transact business, establish policy. and plan as necessary to maintain the education process at Crazy Horse School. which includes meeting state educational and accreditation requirements, hire the Superintendent and other employees, and to delegate to the Superintendent and other employees authority to act on behalf of the school board in all pertinent ways; (2) approve all board and staff travel done on behalf of the school; (3) evaluate, review and appraise personnel policy; (4) adopt salary schedules for all employees; (5) adopt an annual budget; (6) review the school budget on a timely basis; (6) decide the nature and extent of education programs; (7) select a school board election committee and authorize it to conduct all school board elections.

SECTION 6: COMMITTEES

The board may establish committees from among its membership as it finds necessary to study school operations in specific areas to recommend for board action. Their function will ordinarily be fact finding, deliberative and advisory, and their reports will be made to the board for discussion and action.

All committees will be appointed by the board president and will be for no longer than necessary to discharge the completion of their assignment. The board president and the Superintendent will serve as ex-officio members of all committees.

SECTION 7: ADVISORY COMMITTEES TO THE BOARD

When appropriate, the board will appoint citizens committees to counsel and assist it in the planning programs and projects under the following guidelines:

A. The composition of a citizen's committee will be broadly represented and will take into consideration the specific task(s) assigned to the committee.

B. All appointments will be made by the board. Members of the staff may be appointed to such committees as members or non-paid consultants.

C. Each committee will be clearly instructed as to:

1. The length of time each member is being asked to serve.
2. The extent and limitations of its responsibility.
3. The resources the board will provide.

4. The approximate dates on which the board wishes to receive major reports.
5. Board policies governing citizens Committees and their relationship to the board as a whole, to individual board members, to the Superintendent, and to other staff members.
6. Responsibilities for the release of information to the press.

D. Recommendations of citizens committees will be based on research and fact.

E. The board has certain legal powers and prerogatives that cannot be delegated or surrendered to others. Therefore, all recommendations of a citizens' committee must be submitted to the board for official action.

Advisory committees required by law shall function in accordance with the requirements pertaining to each specific federal or state program and shall implement and evaluate, such program or project.

The board shall approve all advisory committees and has the power to dissolve any advisory committee and reserves the right to exercise this power at any time during the life of any committee.

ARTICLE II - SCHOOL BOARD MEMBERSHIP

SECTION 1: ELECTION AND TENURE IN OFFICE

i. Every election shall be by secret ballot at each polling place, as provided by this constitution.

ii. Board members shall be elected of four and two year terms, which are staggered according to the following formula: except for the first election under this revised Constitution, there shall be two (2) members elected annually; each for four (4) year terms. Following the first election for school board members under this revised constitution, the top two (2) vote getters shall serve four (4) year terms and the bottom vote getters serve two (2) year terms, after which they can stand for re-election as provided in this Constitution.

iii. A school board election shall be held in conjunction with the general election of the Oglala Sioux Tribe.

SECTION 2: ELIGIBILITY REQUIREMENTS

To be eligible to serve on the Crazy Horse School Board one must be:

1. An enrolled member of the Oglala Sioux Tribe;
2. A resident of the Pine Ridge Indian Reservation;
3. At least twenty-one (21) years of age or older;
4. Not an employee of Crazy Horse School;

5. Must never have been convicted of a crime involving moral turpitude, fraud or embezzlement;
6. Must not owe any money to Crazy Horse School.
7. Must pass a background check.

SECTION 3: TRIBAL VOTER / PARENT / LEGAL GUARDIAN

Any tribal member residing in the service area of the school who is 18 years old or older is eligible to vote.

SECTION 4: RESIGNATION OF BOARD MEMBER

Any board member may resign at any time by serving notice of the board at a regular meeting where a quorum is present. The resignation shall not be effective until a successor is appointed and qualified as prescribed by law. The resigning member shall continue to serve in his/her official capacity as a board member until that time, or unless unable to do so because of legal or medical reasons.

A retiring member shall furnish the new member with his/her accumulated materials. Official materials, such as the policy manual, given to a board member shall remain the property of the board and shall be returned.

SECTION 5: REMOVAL FROM SCHOOL BOARD MEMBERSHIP

The following are causes for removal from school board membership:

A. If a board member is absent from three (3) consecutive regular meetings, he/she may be removed by the other school board members by a majority vote of the remaining members. The President of the school board shall notify the-ex-member by certified mail that such removal has taken place. In the event that the President is to be removed the notification shall be made by the Vice Chairman of the Board.

B. A board member may be removed due to inadequate attendance at meetings while on travel status, unethical and/or unlawful conduct, or conduct unbecoming a board member as determined inappropriate by an affirmative vote of three (3) of the remaining members of the board.

C. A school board member may be removed for cause in a vote of fifty-one percent (51%) of the electorate eligible to vote in a school board election; such vote shall be in favor of removal of such board member at a duly held recall election. A recall election shall be held only upon satisfactory completion of the following conditions and procedures:

1. A recall petition must be prepared naming the board member or members to be removed, the reasons for the removal, and be duly verified by the circulation of the recall petition.

2. The recall petition must be circulated and signed by fifty-one percent (51%) of the total number of votes cast in the preceding school board election. Beside each signature, the signer must place the date of signing and his/her local address.

D. Violation of Crazy Horse School Drug and Alcohol policies as set forth in the Crazy Horse School Personnel Policy and Procedures Manual, Section 3.14 and as required by OST Resolution 93-109.

E. Violation of any Crazy Horse School Fiscal Management Policies and Procedures.

F. Violation of the Code of Ethics of the American School Board Association.

SECTION 6: SANCTIONING OF SCHOOL BOARD MEMBERS

An admonishment by the members of the Crazy Horse School Board of another board member for actions not in accordance with the Crazy Horse School Personnel and Fiscal Management Policies and Procedures and/or the Code of Ethics, or for conduct unbecoming a board member, as determined by an affirmative vote of three (3) members of the board members present at a duly called meeting. shall be published in the minutes of the school board meeting.

SECTION 7: BOARD MEMBER VACANCY

A vacancy on the board shall be deemed to have occurred when a member:

1. Dies,
2. Resigns,
3. Ceases to physically reside within the school service area where elected,
4. ls unable to serve on the board and attend meetings for more than ninety (90) consecutive days because of illness or prolonged absence,
5. Fails to discharge the duties of the office,
6. Fails to qualify as provided by law,
7. Is convicted of a felony,
8. Fails to attend three (3) consecutive regular meetings without excuse,
9. Attends a meeting under the influence of alcohol or illegal drugs,
10. Is removed for any reason allowed by law,
11. Accepts a permanent position within the school system,
12. Violates any provision of the Board Member Code of Ethics.

SECTION 8: FILLING SCHOOL BOARD VACANCIES

When a vacancy occurs on the board, it shall be filled by appointment action of a majority vote of the remaining board members for the unexpired portion of the term;

Appointments to unexpired terms will be made by the board as follows:

1. An announcement of the vacancy will be published in a newspaper with circulation within the school service area.
2. The announcement will invite individuals to submit nominations to the board by a certain date. A nominating form may be obtained from the school business office.
3. The board will meet win executive session to discuss qualifications, interests, attitudes and goals of the potential candidate.
4. The board will interview potential appointees in executive session.
5. The appointment of a new member will be made by a majority vote of the board members at an open meeting.
6. Action on the appointment will be included in the published agenda of the meeting.

ARTICLE III - VOTING IN ELECTIONS

SECTION 1: NOMINATIONS

Any person eligible to serve on the board under Article II, Section. I, shall be given the opportunity to seek election on the school board by submitting a properly completed petition to the school business manager in established time frame. Each petition shall bear at least twenty-five (25) signatures of eligible voters of the school service area. Candidates with complete nominating petitions will have their names placed on the election ballot.

SECTION 2: ELECTION BOARD

A. The election board, for the purposes of this section, shall be the Crazy Horse School Election Board. The election policies and procedures shall be those found within this Constitution and By-Laws. The election board primary function is to verify nominations as provided herein; select the election officials for the designated polling places; and designate the length of time for balloting. The election board and election officials shall, by their capacity, be ineligible for board members.

B. During the conduct of elections hereunder, there shall be no loitering or electioneering within 100 feet of the polling place. Candidates who violate this provision are subject to disqualification.

SECTION 3: NOTICE OF ELECTION

Notice of the school board election must be published and/or posted in all polling places within the Crazy Horse School service area and in conspicuous places at least thirty (30) days prior to the designated election date.

SECTION 4: CHALLENGE TO ELECTION RESULTS

An unsuccessful candidate for the school board may challenge the results of a school board election within twenty-four (24) hours of the posting of the election results by submitting his/her grievance to the election board in writing, stating the reason(s) for such challenge. The Crazy Horse School election board shall make the final decision as to the results of such challenge. Such decision is final and binding on all parties.

SECTION 5: SIZE OF BOARD

The Crazy Horse School Board shall consist of five members elected at large. The electorate of the board may change the size of the board by a simple majority vote of all the electorate voting in a school board referendum called and held as herein provided. Whenever a petition signed by forty percent (40%) of the electorate of the board, as determine by the total votes cast in the preceding election, shall be presented to the board requesting that a referendum be called for the purpose of voting on the question of the change in the number of school board members. The board shall call a referendum to be held within twenty (20) days from the date of filing such petition, at which time the question of the change in the number of board-members shall be submitted to the electorate thereof. Such referendum shall be held upon the same notice and conducted in the same manner as other school board elections as herein provided in this Constitution.

SECTION 6: CIRCUMSTANCES

In order to clarify tie votes if they cause competition for remaining positions on the board, the election board shall:

1. Notify the electorate of the runoff voting and the nominees who will be voted on, and why those specific nominees need to be voted on.
2. Voting on the nominees who are involved in the runoff shall be no later than two (2) weeks after the School Board Election.

ARTICLE IV - RESPONSIBILITIES OF SCHOOL BOARD MEMBERS AND ADMINISTRATIVE OFFICERS

SECTION 1: COMPOSITION OF BOARD OFFICERS

The school board shall consist of five (5) members. and includes two (2) officers: the President and the Vice President.

SECTION 2: SEATING OF NEW MEMBERS/TERMS OF OFFICE

A. All requirements of Oglala Sioux Tribe resolution 91-98 shall be met in the seating of the newly elected school board. The newly ·elected school board members shall be installed by oath and shall take their official seats on the school board at a regularly called meeting upon the school meeting the requirement of

Oglala Sioux: Tribe resolution 91-98.

B. I, _____, do solemnly swear/affirms to uphold the constitution and bylaws of the Crazy Horse School Board and do further promise to work honestly and with integrity for the benefit of all children serviced by Crazy Horse School. I assume the responsibility of carrying out all aspects of the further developments of the school.

C. Immediately following installation of the new members, the board shall select a President and Vice-President whose terms of office will be one (1) year, provided, however, that they day succeed themselves as officers of the board.

SECTION 3: RESPONSIBILITIES OF THE PRESIDENT

The duties of the school board President are to: (1) appoint/dissolve all committees, with the approval of a majority vote of the board; (2) preside at all meetings of the board, but cannot make motions, only entertain them; (3) act as liaison between Crazy Horse School and the Oglala Sioux Tribal Council Education Committee and report to such Committee on a regular basis, or when called upon by such Committee, concerning all pertinent operations and developments which occur at Crazy Horse School; (4) countersign restricted fund checks: contracts and official reports submitted on behalf of the board; (5) confer with the Superintendent on crucial matters which may occur between school board meetings; and (6) represent Crazy Horse School when called on to do so; (7) authority to call regular special and emergency meetings of the Board. Further, presidential duties shall include: working in conjunction with the Superintendent to prepare agendas for the regular and special meetings of the board; call emergency meetings when necessity dictates; keep an accurate journal of the proceedings of the board; and giving notice of school board elections to the voting membership not earlier than sixty-two (62) days, and not later than thirty-two (32) days prior to the school board election date. The President may delegate his/her duties under this section.

SECTION 4: RESPONSIBILITIES OF THE VICE-PRESIDENT

The Superintendent, business manager, other appropriate staff members, and the members of the board charged with the responsibility for custody of school funds or property shall be bonded in such sum and with such surety as the board may determine.

ARTICLE V - APPROVAL AND AMENDMENTS TO THE CONSTITUTION

SECTION 1: APPROVAL OF THE CONSTITUTION

The Constitution must have the approval of three (3) of the five (5) members of the Crazy Horse School Board and then forward to the Oglala Sioux Tribe for council action.

SECTION 2: AMENDMENTS TO THE CONSTITUTION

Any amendment of this Constitution must have the approval of three (3) of the five (5) members of the Crazy Horse School Board and then forwarded to the Oglala Sioux for council action.

BY-LAWS OF CRAZY HORSE SCHOOL

ARTICLE 1 - MEETINGS

SECTION 1: GENERAL STATEMENTS

All meetings of the Crazy Horse School Board shall be open to the public and shall include an opportunity for the public to address the board. The board may go into executive (closed) session only to discuss personnel, property purchase, student disciplinary hearings, legal matters, when the business to be discussed is of a highly personal nature, when the best interests of the school may be served. No minutes will be taken or recorded of an executive session. An executive session can be called only during a regular or special board meeting and the purpose of the executive session must be stated prior to the recess of an executive session. All voting concerning executive sessions must be held in public.

The board may appoint a secretary to record board minutes. The board may compensate the secretary according to the local rates of such work. No member of the board will be appointed or be required to be secretary of the school board. The secretary shall take accurate minutes of the meetings and furnish copies of the minutes to the school board as required.

SECTION 2. REGULAR MEETINGS

A regular meeting of the school shall be held on the same day of the month at the same time every month as is established by the School Board by adopting a resolution setting the date and time for the Regular Meetings. The day of the month and time for Regular Meetings shall only be amended by approval of a School Board resolution and posting of the Resolution in public places for thirty (30) days. Written notice of the regular meeting, minutes of the previous meeting, and the prescribed agenda shall be mailed to the board members, posted at conspicuous places, and/or published no later than five (5) business days in advance of the meeting date. The number of emergency meeting meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe Education Code.

SECTION 3. SPECIAL MEETINGS

Special meetings of the board may be called by the President, a majority of the board or by a petition signed by no less than fifteen percent (15%) of the eligible voters. It shall be the duty of the President or his/her designee to cause written notice of such meeting to be given, as provided in this section. Written notice of the time, place and purpose of any special meeting of the board shall be posted in conspicuous places and/or mailed not less than three (3) business days prior to the proposed meeting. Every reasonable effort shall be made to deliver such notice to each board member. No business other than that stated in the notice will be transacted at the special meeting. The number of emergency meeting meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe Education Code.

SECTION 4. EMERGENCY MEETINGS

In the event of the need of immediate board action, which for the purposes of this section shall be defined as an emergency, the President shall contact all other board members, either personally or by telephone, notifying them of a need to hold an emergency meeting. The emergency school board meeting maybe held wherever or whenever it is deemed necessary, after due notice by text, email, telephone call or voice message, or fax to each board member is given. The presence of a quorum of the school board shall be sufficient and necessary to hold a proper emergency school board meeting. The President may appoint a school board member to be secretary at that time to record such emergency meeting. The number of emergency meeting meetings shall not exceed the limitations set forth in the Oglala Sioux Tribe Education Code.

SECTION 5. WAIVER OF NOTICE

Attendance of a board member at a meeting constitutes a waiver of the notice of meeting except where a member attends a meeting for the expressed purpose of objecting to the transaction of business because the meeting is not properly called or convened.

SECTION 6. ORDER OF BUSINESS

The order of business at the school board meeting shall be as follows:

I. Roll Call
II. Call to Order
III. Invocation
IV. Approval of the Agenda
V. Approval of the Minutes
VI. Unfinished Business
VII. Committee Reports
VIII. New Business
IX. Public Participation
X. Other
XI. Adjournment

SECTION 7. QUORUM

A majority of the board members, which is three (3), shall constitute a quorum. The act of the majority of the members of the school board during a properly called meeting at which a quorum is present shall be the proper act of the board, except under those circumstances when a two-thirds (2/3) majority vote of the full board is required.

If after thirty (30) minutes has elapsed when the meeting was scheduled to begin and a quorum is not present, the board members present shall declare "no quorum." No stipend shall be paid for a meeting at which no quorum was established, but mileage for those board members present shall be paid.

SECTION 8. EXECUTIVE SESSIONS

Executive sessions may be necessary to conduct business which because of its special or sensitive nature may be hindered by public scrutiny. The board may call an executive session for the following reasons:

A. When discussing the qualifications, appointment, employment, competence, performance, disciplinary action or dismissal of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractors.

B. When hearing complaints or charges brought against a public officer or employee unless the person requests a public meeting.

C. When consulting with legal counsel or reviewing communications from leer counsel about proposed or pending litigation or contractual matters.

D. When discussing the expulsion, suspension, discipline, assignment of or the educational program of a student.

The matter(s) discussed in executive session shall be kept confidential by the board members and others in attendance.

An executive session may be only upon a majority vote of the members of the board present and voting. Any member who violates these provisions may be removed from office.

SECTION 9. ORGANIZATION OF MEETINGS

A. At each meeting of the board, the President shall act as chairperson thereof or in the case of the President's absence the Vice-President's absence, an appointed member shall act as president pro term. Appointment is made by the majority vote of the quorum.

B. Meetings of the board will be conducted in accordance with Roberts Rules of Order (latest edition) for the general transaction of business and the ordinary parliamentary rules will be observed. Any dispute(s) or question(s) arise, a majority vote of the board members present will render a decision.

SECTION 10. VOTING AT MEETINGS

All voting shall be on the basis of a motion duly made necessary and sufficient for approving or defeating a motion. Each member shall have only one (1) vote; all matters shall be decided by a vote of the majority of the quorum, except in those circumstances which require a two-thirds (2/3) vote-of the full school board. A roll call vote shall be taken on motions and published as such in the board minutes. Abstentions are counted as such and shall not be counted as either a "yes" or "no" vote. No contract officer (consultant, attorney, etc.), nor his/her designee,

shall have a vote on the board, such officers and/or representatives are recognized only in an advisory capacity.

SECTION 11. MINUTES/APPROVAL AND PUBLICATION

The board will appoint a secretary who will keep minutes of the official actions of the board. The minutes of board meetings are the written permanent records of the board, are open for public inspection during regular working hours in the business office and will include:

A. A record of all actions taken by the board, with the vote of each member recorded.
B. Resolutions and motions in full.
C. A record of the disposition of all matters the board considered, but took no action.

The school board shall approve the minutes of every meeting of the board within forty-five (45) calendar days after such meeting. The presiding officer of the board and the Superintendent shall sign minutes of all meetings after the board has approved them. Any change or correction in the minutes will be reflected in the minutes of the meeting when the changes are made.

The Superintendent or his/her designee will also be responsible for publishing the minutes within a week following the approval of the minutes of such meeting. Minutes of all board meetings and records of all board transactions and date pertaining thereto shall be kept in the Administrative Office of Crazy Horse School.

SECTION. 12. PARTICIPATION AT BOARD MEETINGS

All meetings of the board are open to the public, so the board may hear all the viewpoints of citizens and conduct its business in an orderly and efficient manner, it shall schedule a length of time during each meeting for brief comments and questions from the public. Procedures for taking public comment are as follows:

A. The board president shall be responsible for calling on all speakers, who shall properly themselves and adhere to a five (5) minute time limit and the item(s) on the agenda.
B. Speakers may offer criticism of school operations or programs, but the board will not hear personal complaints against any person connected with the school system.
C. Comments and questions at a regular meeting may relate to any agenda topic.
D. Members of the public wishing to make formal presentations before the board shall make arrangements in advance with the Superintendent so they may be placed on the agenda.
E. Groups shall designate a spokesperson.
F. Questions shall be answered immediately by the president or referred to staff members present for a reply. Those questions which require timely examination shall be referred to the Superintendent for consideration and in later response.
G. Comment and questions at any special meeting shall be confined to the topic for which the special meeting called.

The board vests authority in its presiding officer to terminate the remarks of any individual; when they do not adhere to the rules established above.

ARTICLE II – CONFLICT OF INTEREST AND NEPOTISM

SECTION 1. CONFLICT OF INTEREST AND NEPOTISM

No officers or members of the school board shall receive any financial benefits whatsoever from the purchase of goods or services for the school.

A. Any contract of the school in which a member of the school board has a direct or indirect interest shall be considered null and void unless the board member did not participate in the award or selection for the contract. No Board member may have a financial interest in nor a contract with the Crazy Horse School.

B. No school board member shall be employed by Crazy Horse School and draw salary or compensation for work completed that is direct part of the school, unless otherwise provided in these By-Laws.

C. Any school board member may run for the Oglala Sioux Tribal Council. However, if elected to such body, he/she must resign from the school board.

D. In the event that a tribal council member, or Crazy Horse School board/staff member should seek office or employment at Crazy Horse School, Inc., he/she must first resign his/her employment or his/her elected position before being seated or employed by the school.

SECTION 2. EMPLOYMENT OF A RELATIVE

No applicant for employment, related by blood to the second degree of kindred or by marriage to a member of the board, shall be employed by the school board, except:

A. By an affirmative vote of three (3) of the five (5) members of the board; and/or

B. When the employee was employed prior to his/her relative becoming a board member.

Relatives in the second degree of kindred are defined as: spouse, parent, sibling, children, aunt, uncle, niece, nephew, grandparent, first cousin, all in-laws, Step-parent, step-sibling, step-child, half-sibling and any relatives living in the immediate household of the board.

ARTICLE III – COMPENSATION

SECTION 1. COMPENSATION TO BOARD MEMBER

The board shall compensate its members for any reasonable actual expenses incurred in the performance of their duties and mileage as board members. The Board shall establish a stipend for attendance at Regular and Special Board meetings by Resolution of the Board. Stipend amounts shall not exceed a reasonable amount, based on the average amounts paid to School Boards on the Pine Ridge Reservation as a meeting stipend. For Board members who attend Board meetings in person, mileage will be paid at the approved GSA rate.

Travel expenses for board members shall follow established travel expense policies set forth in the School Financial Policies. Board members are also subject to Section 1 of the School Policies, including Section l .54(3)(h) regarding gifts, gratuities and meals.

Board members may receive a travel and training stipend to attend workshops, conferences and working sessions of the School Board that are not regular or special meetings. Such stipends will not be considered compensation that violates the School Constitution By-Laws or Oglala Sioux tribal law. The travel and training stipend amount shall not exceed a reasonable amount as determined by the CHS Business Manager and shall be set by School Board resolution. All amounts paid for travel and training must be within the approved budget of the School, and the Business Manager must certify funds are available for such purpose.

SECTION 2. SCHOOL ATTORNEY

The board may appoint an attorney at its discretion to advise and represent it. The duty of the school attorney shall be to advise the board and Superintendent on the specific legal problems submitted to him/her. He/she will attend meetings upon request and will be sufficiently familiar with board policies, practices and actions under said policies and requirements of the school code of the State and Oglala Sioux Tribe to enable him/her to Offer necessary legal advice. The school attorney shall represent any school board member or any school employee in all matters arising from the performance of their official duties, except for actions against the School. This includes legal representation.

ARTICLE IV - RELATIONSIDP OF CRAZY HORSE SCHOOL BOARD TO OTHER ORGANIZATIONS

SECTION 1. EXCLUSIVE POWERS OF THE BOARD

Except as specifically authorized in this article, the board retains and reserves unto itself the sole and exclusive right to the management and administrative control of the Crazy Horse School system; along with other rights, powers, authority, duties, and responsibilities conferred upon and vested in the school board by the Oglala Sioux Tribal Council, the State of South Dakota and applicable Federal laws, rules and regulations.

SECTION 2. RELATIONSHIP OF THE BOARD TO THE TRIBAL COUNCIL

Crazy Horse School Board is a legal entity of the Oglala Sioux Tribe, and is authorized to operate, maintain, and administer the School's educational programs on behalf of the Oglala Sioux

Tribe (see Oglala Sioux Tribe Resolution No: 84-48). Crazy Horse School Board shall establish policy for Crazy Horse School.

SECTION 3. RELATIONSHIP OF THE BOARD TO ITS VOTING MEMBERSHIP

The school board shall establish policies in a systematic procedure that allows the voting membership to provide input, to review, and to approve, reject, or modify such policies and their subsequent publication.

ARTICLE VI - APPROVAL AND AMENDMENTS OF BYLAWS

SECTION 1. APPROVAL OF BYLAWS

These Bylaws must be approved by two-thirds (2/3) majority vote of the Crazy Horse School Board then forwarded to the Oglala Sioux Tribal Council for action.

SECTION 2. AMENDMENT TO BYLAWS

Any amendment to these Bylaws must be approved by a two-thirds (2/3) majority vote of the Crazy Horse School Board then forwarded to the Oglala Sioux Tribal Council for action.

APPENDIX 22: APPEALS TO THE SCHOOL BOARD FLOWCHART

APPEALS TO THE SCHOOL BOARD

Formal Grievances May be filed with the School Board for the Following:

Appeal of Contract suspension or termination

Against actions of the Superintendent

Allegations of Assault, Harassment or Bullying from Section 3.12

Misconduct of the Superintendent or Immediate Supervisor resulting in discrimination not permitted under Federal law

Grievances originating from the Human Resources Department

Grievance against the School Human Resources Department

GRIEVANCES DIRECTLY TO THE BOARD MUST BE FILED WITH THE SCHOOL BOARD PRESIDENT WITHIN 5 BUSINESS DAYS OF THE EVENT CAUSING THE GRIEVANCE

Notice of Appeal

Must be filed within 5 business days of the date of decision from Superintendent or Contract termination/suspension or the action giving rise to the Grievance if the grievance is against the HR Office or by the HR Office

Contents of Notice of Appeal Must Include:

Statement of the Event Being Grieved
Decision of the Superintendent
Recommended Resolution

Hearing, Evidence, Documents and Witnesses

Will be held within 30 calendar days from the date appeal filed
Continuances may be granted at discretion of the Board
Board shall not hear any new evidence nor admit new documents that are not part of the record
Upon written request from the employee the School shall provide all documentary evidence within 24 hours

Representation, Standard, Decision without Hearing and Failure to Appear

Grieving Employee has right to Representation at own expense
School is represented by School attorney
Standard the employee must prove is that the decision appealed was legally or procedurally flawed
Grieving employee may ask for a decision without a hearing.
Failure to appear at a hearing will result in dismissal with prejudice

Decision and Appeal

The Board may issue an oral decision at the end of hearing
The Board must issue written decision within 5 business days of the hearing
Final decisions may be appealed to the OST Education Committee for hearing with Administrative Law Judge

APPENDIX 23: GRIEVANCE OR COMPLAINT FLOWCHART

APPENDIX 24: CHS DEVICE SANITATION, ERASURE OR REPLACEMENT AUTHORIZATION FORM

1. IT Staff Member Name: _____

2. Device: _____

3. Device Serial Number (or other identifier): _____

4. Circumstances as listed in Policy Section 3.20(2)(a):

   ☐ Device is lost or stolen
   ☐ Device is damaged beyond repair
   ☐ Device has been hacked or compromised
   ☐ A student is no longer enrolled at CHS
   ☐ An employee of CHS terminates his or her contract
   ☐ An employee of CHS is terminated by the School Board

5. Describe in more detail the circumstance(s) you checked above:

IT Staff Member Name: _____

IT Staff Member Signature: _____ Date: _____

Supervisor Name: _____

Supervisor Signature: _____ Date: _____

This form will be stored in the Business Department inventory/property records.

APPENDIX 25: EMPLOYEE INJURY/INCIDENT REPORT FORM