LWS

POLICIES AND PROCEDURES

Adopted by the School Board on July 20, 2026

Table of Contents

SECTION 1 -SCHOOL BOARD 1
1.02 BOARD LEGAL STATUS 3
1.03 BOARD AUTHORITY 3
1.04 BOARD POWERS AND DUTIES 3
1.05 BOARD MEMBER LEGAL STATUS 4
1.06 NUMBER AND TERM OF BOARD MEMBERS 4
1.07 BOARD MEMBER QUALIFICATIONS 5
1.08 BOARD MEMBER TERM OF OFFICE 5
1.09 BOARD MEMBER METHOD OF ELECTION 5
1.10 BOARD MEMBER UNEXPIRED TERM FULFILLMENT 6
1.11 BOARD MEMBER RESIGNATION, DISCIPLINE, SUSPENSION AND REMOVAL 7
1.11b BOARD MEMBER HEARING AND REMOVAL PROCEDURES 8
1.12 SCHOOL BOARD GOALS 9
1.13 BOARD OFFICERS 9
1.14 BOARD OFFICERS - METHOD OF ELECTION 10
1.15 DUTIES OF BOARD CHAIRPERSON 10
1.16 DUTIES OF BOARD VICE-CHAIRPERSON 11
1.17 DUTIES OF BOARD SECRETARY/TREASURER 11
1.18 SCHOOL BOARD MEMBERS 11
1.19 NEW BOARD MEMBER ORIENTATION 11
1.20 BOARD MEMBER DEVELOPMENT OPPORTUNITIES 12
1.21 BONDED BOARD MEMBERS 12
1.22 BOARD COMPENSATION AND EXPENSES 12
1.23 BOARD COMMITTEES 13
1.24 SCHOOL ATTORNEY 13
1.25 ADVISORY COMMITTEES 13
1.26 CONSULTANTS 14
1.27 AWARDS, RECOGNITIONS, CERTIFICATES 14
1.28 ANNUAL MEETING 14
1.29 REGULAR BOARD MEETINGS 14
1.30 SPECIAL BOARD MEETINGS 15
1.31 RECESSED MEETING 15

1.32 PUBLIC HEARING 15
1.33 WORK SESSIONS 15
1.34 BOARD MEETING NOTIFICATION 15
1.35 BOARD MEETING PREPARATION 15
1.36 BOARD MEETING AGENDA 16
1.37 DISTRIBUTION OF BOARD MEETING MATERIALS 16
1.38 RULES OF ORDER 16
1.39 QUORUM 16
1.40 AMENDMENTS TO THE CONSTITUTION 16
1.41 VOTING METHOD AT BOARD MEETINGS 17
1.42 MINUTES OF BOARD MEETINGS 17
1.43 PUBLIC PARTICIPATION AT BOARD MEETINGS 17
1.44 BOARD MEETING NEWS COVERAGE 18
1.45 EXECUTIVE SESSION 18
1.46 POLICY DEVELOPMENT 19
1.47 POLICY DRAFT WRITER 19
1.48 POLICY DRAFTING 19
1.49 POLICY ADOPTION 19
1.50 TEMPORARY POLICY 19
1.51 POLICY DISSEMINATION 19
1.52 POLICY REVIEW 20
1.53 REVIEW OF ADMINISTRATIVE DIRECTIVES 20
1.54 ADMINISTRATION IN POLICY ABSENCE 20
1.55 SCHOOL BOARD RECORDS 20
1.56 MEMBERSHIP IN SCHOOL BOARD ASSOCIATIONS 20
1.57 SCHOOL BOARD CODE OF ETHICS 21
1.58 BOARD CONFLICT OF INTEREST 22
SECTION 2 -SCHOOL ADMINISTRATION 25
2.01 GOALS 26
2.02 ADMINISTRATOR CODE OF ETHICS 26

2.03 ORGANIZATION CHARTS 28
2.04 SCHOOL BUILDINGS 28
2.05 LINE AND STAFF RELATIONS 28
2.06 SCHOOL SUPERINTENDENT 29
2.07 SUPERINTENDENT RECRUITMENT 29
2.08 SUPERINTENDENT SELECTION AND INTERVIEWING PROCESS 29
2.09 SUPERINTENDENT APPOINTMENT..... 30
2.10 SUPERINTENDENT EXPENSES 30
2.11 SUPERINTENDENT PROFESSIONAL DEVELOPMENT OPPORTUNITIES 30
2.12 SUPERINTENDENT CONSULTING 31
2.13 COMMITTEES TO SUPERINTENDENT 31
2.14 SUPERINTENDENT ASSESSMENT 31
2.15 BOARD/SUPERINTENDENT RELATIONS 31
2.16 SUPERINTENDENT COMPENSATION GUIDES AND CONTRACTS 31
2.17 SUPERINTENDENT SEPARATION 32
2.18 SUPERINTENDENT RESIGNATION 33
2.19 SCHOOL PRINCIPALS 33
2.20 PRINCIPALS RECRUITMENT, SELECTION, INTERVIEWING, AND APPOINTMENT 34
2.21 PRINCIPAL COMPENSATION GUIDES AND CONTRACTS 35
2.22 PRINCIPAL'S ASSESSMENT 35
2.23 PRINCIPAL SEPARATION 36
2.24 PRINCIPAL RESIGNATION 37
2.25 TIME SCHEDULES 37
2.26 BOARD POLICY IMPLEMENTATION 37
2.27 DISREGARD FOR POLICY 37
2.28 PART-TIME ADMINISTRATORS 37
2.29 ADMINISTRATIVE INTERN PROGRAM 37
SECTION 3 - PERSONNEL 38
3.01 PERSONNEL GOALS AND OBJECTIVES 41
3.02 PERSONNEL VALUES 41
3.03 EQUAL EMPLOYMENT OPPORTUNITY 41

3.03.01 Reasonable Accommodations Policy and Procedures 42
3.04 INDIAN AND VETERAN PREFERENCE 51
3.05 STAFF INVOLVEMENT IN DECISION-MAKING 52
3.06 STAFF DEVELOPMENT OPPORTUNITIES 52
3.07 PERSONNEL DISCIPLINE 52
3.08 STAFF GRIEVANCE PROCESS 55
3.09 STAFF GRIEVANCE APPEAL TO THE GRIEVANCE COMMITTEE 58
3.10 GRIEVANCE APPEAL TO THE SCHOOL BOARD..... 60
3.11 STAFF PROTECTION 61
3.12 DRUG-FREE WORKPLACE..... 61
3.13 ALCOHOL/PRESCRIPTION DRUG USE/ABUSE..... 62
3.14 SEXUAL HARASSMENT 63
3.15 STAFF-STUDENT RELATIONS 63
3.16 STAFF CONFLICT OF INTEREST 63
3.17 STAFF-COMMUNITY RELATIONS 65
3.18 POLITICAL AND LABOR ACTIVITIES 65
3.19 PUBLIC APPEARANCES 66
3.20 SOLICITATIONS AND GIFTS 66
3.21 PERSONNEL RECORDS 66
3.22 COMPENSATION GUIDES AND CONTRACTS 67
3.23 POSITION CLASSIFICATION 70
3.24 DEFINITION OF EMPLOYEE 72
3.25 PERSONNEL QUALIFICATIONS AND DUTIES..... 73
3.26 PERSONNEL RECRUITMENT 74
3.27 PERSONNEL HIRING 74
3.28 PERSONNEL ASSIGNMENT 78
3.29 TEMPORARY APPOINTMENTS 78
3.30 PERSONNEL ORIENTATION 78
3.31 IN-SERVICE TRAINING 79
3.32 PERSONNEL PROBATION 79

3.33 PERSONNEL SUPERVISION 81
3.34 PERSONNEL PERFORMANCE ASSESSMENT 81
3.35 PERSONNEL PROMOTION 82
3.36 PERSONNEL SUSPENSION..... 82
3.37 REDUCTION-IN-FORCE 82
3.38 PERSONNEL TRANSFER 83
3.39 PERSONNEL EMPLOYMENT TERMINATION 84
3.40 PERSONNEL RESIGNATION 84
3.41 RE-EMPLOYMENT 85
3.42 HEALTH EXAMINATION AND VACCINATION REQUIREMENTS 85
3.43 PERSONNEL TIME SCHEDULE 85
3.43b WORK FROM HOME..... 86
3.44 PERSONNEL WORK LOAD 88
3.45 OVERTIME 88
3.46 STAFF MEETINGS 89
3.47 PERSONNEL EXTRA DUTY 90
3.48 PERSONNEL EXPENSES 91
3.49 PERSONNEL NON-SCHOOL EMPLOYMENT 91
3.50 CONSULTING 91
3.51 PERSONNEL TUTORING FOR PAY..... 92
3.52 SABBATICAL LEAVE 92
3.53 CONFERENCES AND VISITATIONS 93
3.54 LEAVES AND ABSENCES 93
3.55 ADMINISTRATIVE LEAVE..... 94
3.56 JURY LEAVE 94
3.57 SUN DANCE LEAVE 94
3.58 SICK LEAVE 95
3.59 MATERNITY/PATERNITY LEAVE 95
3.60 FAMILY CARE LEAVE 96
3.61 MILITARY LEAVE 96
3.62 BEREAVEMENT LEAVE 96
3.63 PERSONAL LEAVE 97

3.64 ANNUAL LEAVE 97
3.65 EDUCATIONAL LEAVE 97
3.66 VACATION LEAVE 98
3.67 SUBSTITUTE EMPLOYEES 98
3.68 HOLIDAYS 98
3.69 PROFESSIONAL PUBLISHING 99
3.70 CODE OF ETHICS 99
3.71 PERSONAL APPEARANCE 101
3.72 TOBACCO/VAPING USE 102
3.73 ALCOHOL & DRUG TESTING 102
3.74 GAMBLING 121
3.75 EMPLOYEE USE OF SOCIAL MEDIA 122
3.76 CHAIN OF COMMUNICATION 125
3.77 USE OF SCHOOL COMPUTERS 125
3.78 WORKPLACE BULLYING AND HARRASSMENT 125
3.79 TAOPI CIKALA ITACAN TA ANPETU - CHIEF LITTLE WOUND DAY 127
3.80 PROHIBITION OF SMART GLASSES BY STAFF..... 127
SECTION 4 - STUDENTS 129
4.01 STUDENT GOALS AND OBJECTIVES 132
4.02 EQUAL EDUCATIONAL OPPORTUNITIES 132
4.03 COMPULSORY SCHOOL ATTENDANCE 132
4.04 ENTRANCE AGE 137
4.05 SCHOOL ADMISSIONS 137
4.06 NON-RESIDENT STUDENTS 139
4.07 ASSIGNMENT TO CLASS(ES) 139
4.08 TRANSFER AND WITHDRAWAL 139
4.09 ELIGIBILITY FOR EXTRA-CURRICULAR ACTIVITIES 139
4.10 STUDENT ABSENCES AND EXCUSES 142
4.11 SKIPPING CLASS(ES) 142
4.12 PASSAGE 142

4.13 TRUANCY..... 143
4.14 STUDENT RIGHTS AND RESPONSIBILITIES 143
4.15 DUE PROCESS 144
4.16 DUE PROCESS RIGHTS TO APPEAL, EXCEPT FOR EXPULSIONS 144
4.17 INVESTIGATIONS AND SEARCHES 145
4.18 STUDENT INVOLVEMENT IN DECISION MAKING 146
4.19 STUDENT CONDUCT/DISCIPLINE EXPECTATIONS 147
4.20 EXPULSION OF STUDENTS 175
4.21 IN-SCHOOL SUSPENSIONS 177
4.22 HOMEBOUND STUDY..... 177
4.23 TOBACCO USE 178
4.24 DRESS CODE..... 178
4.25 COMPLAINTS AND GRIEVANCES 179
4.26 DEMONSTRATIONS AND STRIKES 180
4.27 CORPORAL PUNISHMENT 180
4.27a RESTRAINT AND SECLUSION 180
4.27b CHILD PROTECTION AND MANDATORY REPORTING 185
4.28 DETENTION OF STUDENTS 189
4.30 PHYSICAL EXAMINATIONS 189
4.31 INOCULATIONS 189
4.32 COMMUNICABLE DISEASES 190
4.33 STUDENT HEALTH SERVICE - MEDICATION 190
4.34 STUDENT HEALTH SERVICE - ACCIDENTS 190
4.35 STUDENT SAFETY/SUPERVISION 190
4.36 EMERGENCY DRILLS 191
4.37 DISMISSAL PRECAUTIONS 191
4.38 CUSTODY 192
4.39 STUDENT SAFETY PATROLS 193
4.40 BICYCLE USE 194
4.41 AUTOMOBILE/MOTORCYCLE/ATV USE 194
4.42 STUDENT ORGANIZATIONS 194
4.43a STUDENT COUNCIL 195
4.43b STUDENT COUNCIL REPORTING TO SCHOOOL BOARD 197

4.44 STUDENT SOCIAL EVENTS 197
4.45 STUDENT PERFORMANCES 197
4.46 STUDENT VOLUNTEERS 198
4.47 EMPLOYMENT OF STUDENTS..... 198
4.48 SOLICITATIONS 198
4.49 SALE OF FOOD OR OTHER GOODS IN THE SCHOOL 198
4.50 STUDENT/COMMUNITY RELATIONS 198
4.50 PREGNANT/MARRIED/UNWED STUDENTS..... 198
4.51 AT RISK STUDENTS 199
4.52 EXCHANGE STUDENTS 199
4.53 STUDENT RECORDS 199
4.53a STUDENT INFORMATION SYSTEM 202
4.54 SEXUAL HARASSMENT 202
4.55 TECHNOLOGY ACCEPTABLE USE - PLAGIARISM 202
4.56 (SECTION 504) 202
4.57 SPECIAL EDUCATION (IDEA 2004) 203
4.58 OBTAINING/DISCLOSING CONFIDENTIAL INFORMATION REGARDING STUDENTS ..... …208
4.59 STUDENT ALCOHOL AND DRUG TESTING 209
4.60 STUDENT CHAPERONES 213
4.61 K-9 (POLICE DOG) SEARCHES 213
4.62 PERSONAL ELECTRONIC DEVICE 213
4.63 ALTERNATIVE SCHOOL EDUCATION 214
4.64 BACKPACKS 216
4.65 EDUCATION OF HOMELESS CHILDREN (MCKINNEY VENTO) 216
4.66 EDUCATION OF STUDENTS IN FOSTER CARE 219
4.67 PHOTO AND MEDIA RELEASE 222
Violations of this policy may result in disciplinary action consistent with school policies and procedures. The school reserves the right to remove any media content that violates this policy or applicable privacy laws. 224
APPENDIX 4-A: Minimal Facts Interview Form 225

APPENDIX 4-B: LWS Child Abuse Neglect Reporting Form 226
APPENDIX 4-C: LWS Employee Non-Physical Incident Report Form..... 230
SECTION 5 -FISCAL MANAGEMENT 232
5.01 FISCAL MANAGEMENT GOALS 234
5.02 FISCAL MANAGEMENT SYSTEM 234
5.03 ANNUAL OPERATING BUDGET 234
5.04 BUDGET GOALS AND OBJECTIVES 235
5.05 FISCAL YEAR 235
5.06 BUDGET PREPARATION PROCEDURES 235
5.07 DEADLINES AND SCHEDULES 235
5.08 STAFF INVOLVEMENT 235
5.09 PUBLIC INVOLVEMENT..... 236
5.10 STUDENT INVOLVEMENT..... 236
5.11 PERIODIC BUDGET RECONCILIATIONS 236
5.12 EMERGENCY CHANGES 236
5.13 DEBT LIMITATION 236
5.14 LOCAL TAX REVENUES 236
5.15 STATE AID 237
5.16 FEDERAL AID 237
5.17 SHORT TERM NOTES 237
5.18 GRANTS 237
5.19 RENT INCOME/SECURITY DEPOSITS 237
5.20 ADMISSIONS AND GATE RECEIPTS 238
5.21 TUITION INCOME 238
5.22 FINES 238
5.23 INVESTMENT EARNINGS 238
5.24 DEPOSITORY OF FUNDS 239
5.25 BONDED EMPLOYEES 239
5.26 ACCOUNTING AND REPORTING 239
5.27 FINANCIAL REPORTS AND STATEMENTS 239
5.28 PROPERTY AND EQUIPMENT 239
5.29 AUDITS 240
5.30 EXPENDITURE OF FUNDS 241

5.31 CHECKING ACCOUNTS 241
5.32 AUTHORIZED SIGNATURES 241
5.33 CHECK WRITING SERVICES 241
5.34 PETTY CASH ACCOUNTS 241
5.35 PAYROLL PROCEDURES 241
5.36 SALARY DEDUCTIONS 242
5.37 EXPENSE REIMBURSEMENT (Employee/Board Travel) 243
5.38 PURCHASING 245
5.39 QUALITY CONTROL 247
5.40 SPECIFICATIONS 247
5.41 PURCHASING GUIDES AND VENDOR LISTS 247
5.42 COMPETITIVE PROCUREMENTS 248
5.43 STUDENT ACTIVITIES FUND MANAGEMENT 250
5.44 CASH IN SCHOOL BUILDINGS 252
5.45 FINANCIAL ASSISTANCE 252
5.46 FUND BALANCE CLASSIFICATION 252
SECTION 6 -CURRICULUM AND INSTRUCTION 254
6.01 MISSION 256
6.02 BELIEFS/VALUES 256
6.03 INSTRUCTIONAL GOALS..... 257
6.04 LAKOTA LANGUAGE 257
6.05 CURRICULUM DEVELOPMENT 257
6.06 CURRICULUM PLANNING 257
6.07 SPECIAL PROJECTS/PROGRAMS 258
6.08 CURRICULUM MAPS, PLANS OF STUDY, AND SYLLABI 258
6.09 BASIC INSTRUCTIONAL PROGRAM 259
6.10 DISTANCE EDUCATION 259
6.11 HEALTH EDUCATION..... 259
6.12 SEX EDUCATION 259
6.13 DRUG AND ALCOHOL EDUCATION PROGRAM 260

6.14 SAFETY INSTRUCTION 260
6.15 HIGH SCHOOL CREDIT FOR COLLEGE COURSES/ADVANCED COLLEGE PLACEMENT..... 260
6.16 SENIOR WORK STUDY 261
6.17 ELIGIBILITY FOR HIGH SCHOOL RELATED ACTIVITIES 262
6.18 ELIGIBILITY FOR MIDDLE SCHOOL RELATED ACTIVITIES 262
6.19 ELIGIBILITY FOR ELEMENTARY SCHOOL RELATED ACTIVITIES 263
6.20 INTERSCHOLASTIC ATHLETICS 263
6.21 ADULT EDUCATION 263
6.22 GROUPING FOR INSTRUCTION 263
6.23 INDEPENDENT STUDY 263
6.24 ADVANCED WORK 263
6.25 INSTRUCTIONAL MATERIALS 264
6.26 TEXTBOOK SELECTION AND ADOPTION 264
6.27 SCHOOL LIBRARIES 264
6.28 FIELD TRIPS AND EXCURSIONS 265
6.29 CAREER AWARENESS PROGRAMS 266
6.30 COMMUNITY RESOURCE PERSONS 266
6.31 SCHOOL VOLUNTEERS 266
6.32 GUIDANCE PROGRAM 266
6.33 ACADEMIC CLASSIFICATION 267
6.34 GRADING SYSTEM 267
6.35 REPORT CARDS 268
6.36 CONFERENCES 268
6.37 HOMEWORK 268
6.38 PROMOTION AND RETENTION OF ELEMENTARY AND MIDDLE SCHOOL STUDENTS 269
6.39 MAKE-UP WORK 269
6.40 GRADUATION REQUIREMENTS 269
6.41 TESTING PROGRAM 270
6.42 ASSESSMENT OF INSTRUCTIONAL PROGRAMS 270
6.43 TEACHING METHODS 271
6.44 TEACHING CONTROVERSIAL ISSUES 271

6.45 CONTROVERSIAL SPEAKERS..... 271
6.46 LESSON PLANS 271
6.47 GIFTED AND TALENTED EDUCATION 271
6.48 TEACHER RECORDS 273
6.49 STUDENT TRANSCRIPTS 274
6.50 HIGH SCHOOL NATIVE AMERICAN CAREER AND TECHNICAL EDUCATION AND WORK BASED LEARNING PROGRAM 274
SECTION 7 - SCHOOL OPERATIONS 276
7.01 GOALS AND OBJECTIVES 280
7.02 BUILDINGS AND GROUNDS MANAGEMENT 280
7.03 QUARTERS/UNITS ASSIGNMENT 281
7.04 SAFETY PROGRAM 291
7.05 FIRE PREVENTION 292
7.06 EMERGENCY DRILLS 292
7.07 BOMB THREATS, TORNADO PLAN, FIRE PLAN, LOCK DOWNS, AND CRITICAL INCIDENTS PROCEDURES 292
7.08 TRAFFIC AND PARKING CONTROLS 293
7.09 SAFETY INSPECTIONS 293
7.10 SECURITY 293
7.11 VANDALISM PROTECTION 294
7.12 HEATING AND LIGHTING 294
7.13 CLEANING PROGRAM 294
7.14 SANITATION 294
7.15 REPAIRS AND ALTERATIONS 295
7.16 EMERGENCY REPAIRS..... 295
7.17 LEASING AND RENTING..... 295
7.18 MAIL SERVICE 296
7.19 RECEIVING 297
7.20 WAREHOUSING 297
7.21 EQUIPMENT LEASING AND RENTING 297

7.22 EQUIPMENT MAINTENANCE 297
7.23 EQUIPMENT AND SUPPLY RECORDS 297
7.24 AUTHORIZED USE OF EQUIPMENT 297
7.25 TELEPHONE USE 297
7.26 DUPLICATING SERVICES 298
7.27 STUDENT TRANSPORTATION MANAGEMENT 298
7.28 TRANSPORTATION GUIDELINES 298
7.29 SCHOOL BUSES 302
7.30 PRIVATE VEHICLE USE 302
7.31 TRANSPORTATION INSURANCE 302
7.32 VEHICLES SAFETY INSPECTION 302
7.33 SCHOOL BUS CONDUCT 303
7.34 SCHEDULING AND ROUTING 303
7.35 TRANSPORTATION RECORDS 304
7.36 FOOD SERVICE PROGRAM MANAGEMENT 304
7.36.1 FOOD PROCUREMENT & CODE OF CONDUCT 307
7.37 FREE FOOD SERVICE..... 308
7.38 FOOD SERVICE SANITATION INSPECTIONS..... 308
7.39 FOOD SERVICE RECORDS 308
7.40 INSURANCE MANAGEMENT 308
7.41 FACILITY EXPANSION GOALS 308
7.42 LONG RANGE PLANNING..... 309
7.43 FACILITY OBSOLESCENCE DETERMINATION 309
7.44 NAMING NEW FACILITIES 309
7.45 PROJECT PLANNING ARCHITECTS 309
7.46 STAFF INVOLVEMENT IN FACILITY PLANNING 309
7.47 COMMUNITY INVOLVEMENT IN FACILITY PLANNING 310
7.48 EDUCATIONAL SPECIFICATIONS OF FACILITIES 310
7.49 CONTRACT AWARDS PROCEDURE 310
7.50 BUILDING PROJECT RECORDS AND REPORTS 311
7.51 COMPLETED BUILDING PROJECT 311
7.52 PUBLIC INFORMATION PROGRAM 311

7.53 SCHOOL SPONSORED INFORMATION..... 311
7.54 NEWS RELEASE 312
7.55 LOCAL GOVERNMENT RELATIONS 312
7.56 RELATIONS WITH LAW ENFORCEMENT..... 312
7.57 INTERROGATIONS AND INVESTIGATIONS BY LAW ENFORCEMENT 312
7.58 RELATIONS WITH PARENT ORGANIZATIONS 312
7.59 OTHER SCHOOLS RELATIONS 313
7.60 SHARED SERVICES 313
7.61 RELATIONS WITH COLLEGES AND UNIVERSITIES 313
7.62 PROFESSIONAL VISITORS AND OBSERVERS 313
7.63 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS 314
7.64 FLAG DISPLAYS 314
7.65 SCHOOL ORGANIZATION PLAN 314
7.66 SCHOOL ATTENDANCE AREA 314
7.67 SCHOOL YEAR 315
7.68 SCHOOL CALENDAR 315
7.69 EXTENDED SCHOOL YEAR 315
7.70 SUMMER SESSION EXTENDED LEARNING OPPORTUNITIES 315
7.71 SCHOOL DAY 315
7.72 EVENING SESSIONS 315
7.73 EMERGENCY CLOSING 316
7.74 MEDIA BROADCASTING 316
7.75 TECHNOLOGY ACCEPTABLE USE 316
7.76 ACCESS TO SCHOOL ELECTRONIC MAIL 320
7.77 INTERNET SAFETY POLICY 321
7.78 RECORDS RETENTION 322
7.79 FAMILY ENGAGEMENT 323
7.80 SCHOOL VISITORS 324
7.81 ELECTRONIC SURVEILLANCE 328

7.82 WHISTLEBLOWER 330
7.83 COMMUNITY MEMBER CONCERN PROCEDURES 331
7.84 TITLE IX NONDISCRIMINATION POLICY 333
7.84.01 PURPOSE 333
7.84.02 DESIGNATION OF COORDINATOR; NONDISCRIMINATION POLICY; GRIEVANCE PROCEDURES; NOTICE OF NONDISCRIMINATION; TRAINING; STUDENTS WITH DISABILITIES; AND RECORDKEEPING 333
7.84.03 COMPLAINTS 336
7.84.04 BASIC REQUIREMENTS OF TITLE IX COMPLAINT PROCEDURES 337
7.84.05 NOTICE OF ALLEGATIONS 339
7.84.06 EVALUATION – PROCEED WITH AN INVESTIGATION OR DISMISSAL OF A COMPLAINT 340
7.84.07 INVESTIGATION 342
7.84.08 QUESTIONING THE PARTIES AND WITNESSES AS PART OF THE INVESTIGATION 343
7.84.09 DETERMINATION WHETHER SEX DISCRIMINATION OCCURRED 343
7.84.10 APPEAL OF DETERMINATIONS 344
7.84.11 INFORMAL RESOLUTION, IF OFFERED 345
7.84.12 SUPPORTIVE MEASURES 346
7.84.13 DISCIPLINARY SANCTIONS AND REMEDIES 347
APPENDIX 7-A: Definitions (34 C.F.R. § 106.2) 350
APPENDIX 7-B: Title IX Complaint Procedures Flow Chart 353
TO SECTION 5: LWS Procurement Plan for Child Nutrition Programs 354 A-1
Procurement Plan Requirements 356
A-2 Micropurchasing 363
A-3 Small Purchase Procurement 364
A-4 Formal Procurement 364 A-5
Non-Competitive Negotiation 373
APPENDIX A-A Small Purchase Checklist - Did LWS… 374
APPENDIX A-B Informal Purchasing Log Example 375
APPENDIX A-C Formal Procurement Checklist - Did LWS… 376
APPENDIX A-D Debarment and Suspension Certification 381

APPENDIX A-E Disclosure of Lobbying Activities..... 383
APPENDIX A-F Certification Regarding Lobbying 384
ADDENDUM B TO SECTION 7.03: ENVIRONMENTAL CONTAMINATION TESTING 385

SECTION 1 -SCHOOL BOARD

1.02 BOARD LEGAL STATUS

1.03 BOARD AUTHORITY

1.04 BOARD POWERS AND DUTIES

1.05 BOARD MEMBER LEGAL STATUS

1.06 NUMBER AND TERM OF BOARD MEMBERS

1.07 BOARD MEMBER QUALIFICATIONS

1.08 BOARD MEMBER TERM OF OFFICE

1.09 BOARD MEMBER METHOD OF ELECTION

1.10 BOARD MEMBER UNEXPIRED TERM FULFILLMENT

1.11 BOARD MEMBER RESIGNATION, DISCIPLINE, SUSPENSION AND REMOVAL

1.11b BOARD MEMBER HEARING AND REMOVAL PROCEDURES

1.12 SCHOOL BOARD GOALS

1.13 BOARD OFFICERS

1.14 BOARD OFFICERS - METHOD OF ELECTION

1.15 DUTIES OF BOARD CHAIRPERSON

1.16 DUTIES OF BOARD VICE-CHAIRPERSON

1.17 DUTIES OF BOARD SECRETARY/TREASURER

1.18 SCHOOL BOARD MEMBERS

1.19 NEW BOARD MEMBER ORIENTATION

1.20 BOARD MEMBER DEVELOPMENT OPPORTUNITIES

1.21 BONDED BOARD MEMBERS

1.22 BOARD COMPENSATION AND EXPENSES

1.23 BOARD COMMITTEES

1.24 SCHOOL ATTORNEY

1.25 ADVISORY COMMITTEES

1.26 CONSULTANTS

1.27 AWARDS, RECOGNITIONS, CERTIFICATES

1.28 ANNUAL MEETING

1.29 REGULAR BOARD MEETINGS

1.30 SPECIAL BOARD MEETINGS

1.31 RECESSED MEETING

1.32 PUBLIC HEARING

1.33 WORK SESSIONS

1.34 BOARD MEETING NOTIFICATION

1.35 BOARD MEETING PREPARATION

1.36 BOARD MEETING AGENDA

1.37 DISTRIBUTION OF BOARD MEETING MATERIALS

1.38 RULES OF ORDER

1.39 QUORUM

1.40 AMENDMENTS TO THE CONSTITUTION

1.41 VOTING METHOD AT BOARD MEETINGS

1.42 MINUTES OF BOARD MEETINGS

1.43 PUBLIC PARTICIPATION AT BOARD MEETINGS

1.44 BOARD MEETING NEWS COVERAGE

1.45 EXECUTIVE SESSION

1.46 POLICY DEVELOPMENT

1.47 POLICY DRAFT WRITER

1.48 POLICY DRAFTING

1.49 POLICY ADOPTION

1.50 TEMPORARY POLICY

1.51 POLICY DISSEMINATION

1.52 POLICY REVIEW

1.53 REVIEW OF ADMINISTRATIVE DIRECTIVES

1.54 ADMINISTRATION IN POLICY ABSENCE

1.55 SCHOOL BOARD RECORDS

1.56 MEMBERSHIP IN SCHOOL BOARD ASSOCIATIONS

1.57 SCHOOL BOARD CODE OF ETHICS

1.58 BOARD CONFLICT OF INTEREST

1.02 BOARD LEGAL STATUS

The Little Wound School Board (Board) is the governing body of Little Wound School. Little Wound School Board is a democratically elected group of eligible Oglala Sioux Tribal members established by Resolution 70-51 of the Oglala Sioux Tribe to provide for direction to the Native American community it serves within the Pine Ridge Indian Reservation, and particularly within Kyle and the Little Wound School service area. The Board is a tribally chartered, non-profit entity, which provides a variety of educational services primarily to the tribally enrolled members of the Kyle community and surrounding service area.

The Little Wound School Board receives federal government funds under the authority of the Indian Self Determination and Education Assistance Act, the Tribally Controlled Schools Act of 1988, and other federal statutes. The Little Wound School is not dependent upon funding by the State of South Dakota, as a primary funding source, but can apply for special funding sources that are available from State. The Little Wound School is a "tribal organization" as that term is defined in 25 U.S.C. §450b (1).

Ref.: Oglala Sioux Tribe Resolution. 70-51

1.03 BOARD AUTHORITY

Board authorities are listed in the Constitution and By-Laws and the LWSPP. The Board exercises power only when in official session and votes to take action with a majority vote of the Board necessary to transact business, pursuant to the provisions of this section.

1.04 BOARD POWERS AND DUTIES

1. The program of the Board shall be educational and shall be developed through conferences, committees, projects, and school visitations.

2. This Board shall be non-commercial, non-sectarian, and non-partisan. No commercial enterprise and no political candidate shall be endorsed by it.

3. This Board, as individuals, shall not seek to direct the administrative activities or to control policies of the school but, as a Board, will carry out such powers as it has, unless such individual member has been delegated by the Board to act on its behalf.

4. This Board may cooperate with other organizations or agencies active in child welfare and citizenship, such as conference groups, coordinating councils or others, provided they make no commitments that bind member groups.

5. The powers of the Board shall be those granted in Oglala Sioux Tribal Resolutions No. 70-51 and 76-06 and 87-20, and as set forth in these policies as follows:

    a. 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;

b. To make contracts, including contracts for employment, and to receive financial assistance from any governmental or private source and to expend its funds in furtherance of its purposes;

c. To borrow money and to issue evidence of indebtedness in furtherance of the purposes of the corporation and to secure the same by mortgage, pledge, or other lien upon the property of the corporation; and

d. To sue and be sued in its corporate name to the extent allowed by law, the Oglala Sioux Tribe hereby giving its irrevocable consent to allowing the corporation to sue and be sued upon any contract, claim obligation of the corporation arising out of the accomplishment of its purposes and hereby authorizing the corporation to waive immunity from suit which it might otherwise have; provided, however, that neither the Oglala Sioux Tribe of the Pine Ridge Reservation, nor any of its property, shall be liable for the debts or obligations of the corporation. This clause is not an express or implied waiver of sovereign immunity. Further, Little Wound School has no authority to waive sovereign immunity for the Oglala Sioux Tribe.

Ref.: LWSB Constitution and By-laws (Article III)

1.05 BOARD MEMBER LEGAL STATUS

An individual Board member has legal status only in the board member's legal capacity as part of Little Wound School Board.

1.06 NUMBER AND TERM OF BOARD MEMBERS

Little Wound School Board establishes the following terms and number of Board members. There will be five (5) adult voting members with the following procedure to establish staggered terms:

1. Two members will be elected for four (4) year terms.

2. Three members will be elected for four (4) year terms, two (2) years after those members elected in 1.06(1).

Ref.: LWSB Constitution and By-laws (Article IV & V)

1.07 BOARD MEMBER QUALIFICATIONS

1. Any eligible member of the Oglala Sioux Tribe who lives in the Little Wound School service area and who is willing to take the oath of office is eligible to become a Board member upon election by the community.

2. Eligibility is determined by the Little Wound School Election Ordinance, the Tribal Education Code, and the Little Wound School Constitution and By-Laws (subject to all applicable Oglala Sioux Tribal Election Ordinances). Eligibility shall include the requirement that after a candidate takes out a petition to run for the School Board, the candidate shall take a urinalysis drug test and complete a criminal background check. The drug test and criminal background check must be completed and the drug test must come back negative before the candidate can be certified to be placed on the ballot. In the event there is a conflict between the policies and Tribal Ordinances, Tribal Ordinances (not resolutions) shall prevail over LWS Policies.

Ref.: LWSB Constitution and By-laws (Article VI)

1.08 BOARD MEMBER TERM OF OFFICE

1. Newly elected Board members shall assume their official duties at the first regular business Board meeting after the election. In the event a newly elected Board member is unable or unwilling to take the oath of office, the next highest vote count candidate shall be certified by the School Board as the elected Board member. The prior Board member shall continue to serve until the Board certifies the candidate as elected.

2. The oath of office shall be administered at the first regular Board meeting following the ratification of the election.

Ref.: LWSB Constitution and By-laws (Article V)

1.09 BOARD MEMBER METHOD OF ELECTION

1. Elections for Little Wound School Board shall be in accordance with Little Wound School By-Laws or Little Wound School election ordinances and Oglala Sioux Tribal election ordinances when such ordinances specifically apply to school boards within the Pine Ridge Indian Reservation. All current or reused election ordinances shall be provided to the Oglala Sioux Tribal Council and Oglala Sioux Tribe Education Office whenever reused, modified, or canceled. Elections shall take place in the same year as regular Tribal elections and may be held in conjunction with the general election of the Tribe, or may be held upon a date separate from the Tribal election, depending upon the mandate of the Little Wound School By-Laws or election ordinances.

2. Any eligible voter of the Oglala Sioux Tribe who lives in the Little Wound School service area may take out a nominating petition and be placed on the ballot, upon certification of the petition.
3. Any eligible voter of the Oglala Sioux Tribe who is a resident of the Little Wound

School service area and who is otherwise eligible under the laws of the Oglala Sioux Tribe to vote in tribal elections shall be eligible to vote in the Little Wound School Board election.

Ref.: LWSB Constitution and By-laws (Article V), also LWSB Election Ordinance.

1.10 BOARD MEMBER UNEXPIRED TERM FULFILLMENT

Any vacancies occurring in the membership of the Board shall be filled pursuant to Article VI, Section II and Article XI of the Little Wound School Constitution and By-laws.

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 Little Wound School service area;
4. Is unable to serve on the Board and attend meetings for more than 90 days;
5. Mental illness rendering the member unfit for membership;
6. Fails to discharge the duties of the member's office;
7. Fails to qualify as provided by law;
8. Is convicted of any offense that would disqualify the Board member from eligibility for office;
9. Fails to attend three (3) consecutive regular or budget Board meetings without being excused;
10. Applied for any paid position of employment including extra duty contracts within the school system and board members shall be allowed to volunteer to assist the school.
11. Attends a Board meeting under the influence of alcohol, illegal drug(s), or inhalant(s);
12. Violates any provision of the School Board Code of Ethics (See Section 1.57).
13. Refusal to consent to a drug/alcohol test.
14. Tests positive in a drug/alcohol test.

Any vacancy occurring in an office shall be so declared by the Board and filled as indicated in sub-section a. and b. directly below.

1. In the event a vacancy occurs in the first two (2) years of term of office, the vacancy of the unexpired term shall be filled by a special election from candidates which are in compliance and eligible pursuant to Article V, Section II and Article XI of the Little Wound School By-Laws.

2. In the event a vacancy occurs, the vacancy of the unexpired term shall be filled by a majority vote of the Board until the next general election of the Oglala Sioux Tribe, at which time election will be held to fill the seat for the remainder of the term.

Ref.: LWSB Constitution and By-Laws (Article VI, Section II & XI)

1.11 BOARD MEMBER RESIGNATION, DISCIPLINE, SUSPENSION AND REMOVAL

Members may resign at any time in writing. A retiring member shall furnish the new member replacing them with their accumulated materials.

Official materials given to a Board member remain the property of the Board and shall be returned when a member leaves the Board.

Board members may be disciplined, suspended, or removed by the Board. The grounds for such discipline, suspension or removal are as stated in Section 1.10 and additionally as follows:

1. Arrest of a Board member for any drug or alcohol related incident on or off the Pine Ridge Indian Reservation shall result in suspension. However, if the Board member is acquitted or the member's case is dismissed, then the board member shall be fully reinstated, and the suspension shall be reversed. Suspension under this provision is automatic and no hearing is required. In the event of the arrest of a Board member for any drug or alcohol related incident on or off the Pine Ridge Indian Reservation, the Board member shall be immediately suspended by a majority of a quorum of the Board at the next regular or special Board meeting. If the Board member is later acquitted or is not convicted for other procedural or substantive reasons, and the drug or alcohol-related incident is dismissed, the Board member shall be immediately reinstated at the next regular or special Board meeting.

2. Conviction of a Board member for any drug or alcohol related incident on or off the Pine Ridge Indian Reservation. In the event that a Board member is convicted for any drug or alcohol related incident on or off the Pine Ridge Indian Reservation, then the Board member shall be immediately removed from the Board by a unanimous vote of

the remaining Board members at the next regular or special Board meeting after a judgment of conviction has been entered by a Court of competent jurisdiction. Further, any such convicted Board member shall not seek election to the Board for a period of five (5) years from the date of the guilty verdict.

3. Any criminal conviction that would disqualify the Board member from eligibility. In the event that a Board member is convicted for any offense that would disqualify the Board member from eligibility, then the Board member shall be immediately removed from the Board by a unanimous vote of the remaining Board members at the next regular or special Board meeting after a judgment of conviction has been entered by a Court of competent jurisdiction. Further, any such convicted Board member shall not seek election to the Board for a period of five (5) years from the date of the guilty verdict.

4. Any conduct, actual or threatened, which is adverse to the interests of the Little Wound School, its Board, Officers, Administrators, Employees, or students.

5. Breach of executive session confidentiality.

Ref.: LWSB Constitution and By-Laws (Article IX).

1.11b BOARD MEMBER HEARING AND REMOVAL PROCEDURES

Any parent, staff or community member, or fellow Board member may bring a complaint against a Board member, but such complaint shall state specific allegations of policy or law violations, and specific factual allegations. The complaint shall be filed either with the Board Secretary or Superintendent, unless the complaint is against the Secretary, in which case the Complaint shall be filed with the Chairperson or Vice-Chairperson of the Board.

Any Board member who has a timely and properly brought complaint against the board member shall be allowed both notice of the allegations against the board member and a hearing at which the board member shall be afforded a meaningful opportunity to be heard. The Board member shall be suspended from participating as a Board member until the hearing has been completed and a decision is reached. If the hearing results in discipline or removal of the Board member, then the Board member shall be further suspended or removed accordingly. The hearing shall be in executive session and shall be confidential, except for witnesses called by the Board member or complaining party. At the hearing, the Board member may be accompanied by an attorney of their choosing (and expense). The Board member has the right to present evidence and testimony, cross-examine witnesses, and provide supporting documentation. The rules of evidence and procedure shall not apply, but the School Board shall require that the hearing be conducted in an orderly fashion and may appoint the School attorney to be the hearing officer in order to conduct an orderly hearing. The School Board may issue an oral decision at the end of the hearing, or it may choose to issue a written decision, which shall be provided to the Board member within five (5) business days of the end of the hearing. The complaining party may also be advised of

the decision of the Board but shall have no right to any confidential information or documents disclosed during the hearing.

The decision of the School Board shall constitute a final decision of the Little Wound School. A Board Member may only be removed for violation of the Code of Ethics, the Little Wound School Policies and Procedures, Oglala Sioux Tribal law or ordinance, or federal law.

1.12 SCHOOL BOARD GOALS

1. To promote the welfare of the children in the home, school, community and service area.

2. To raise the standards of education in the Little Wound School attendance area.

3. To bring parents and the school into a closer relationship.

4. To develop programs to benefit the people of the community and service area.

5. To ensure that the community and service area is informed of major education issues.

6. To develop united efforts between educators, the community and the service area that will secure the highest advantages in education for every child.

7. To maintain an atmosphere and curriculum in the school that will instill knowledge and pride in the Lakota culture.

8. To carry out the goals expressed in the Little Wound School Constitution and Bylaws.

1.13 BOARD OFFICERS

The following officers shall be nominated and elected during the first regular meeting of the newly constituted school board after each school board election, and the successive December the following year, by the Little Wound School Board members:

1. Chairperson
2. Vice-Chairperson
3. Secretary-Treasurer

Any vacancies occurring in an office shall be filled by a majority vote of the remaining members of the Board.

Officers shall assume their official duties at the first regular meeting after each school board election, upon election, and at the first meeting in December in the year in between school board elections.

Ref.: LWS Constitution and By-Laws (Article VI - Section I)

1.14 BOARD OFFICERS - METHOD OF ELECTION

Once a quorum is established, the appropriate outgoing officer shall preside over election of the new Chairperson, with nominations received from the Board members present. The vote shall be by show of hands unless decided otherwise by the Board.

Once elected, the new Chairperson shall immediately assume the position of Chairperson and shall preside over the election of the Vice-Chairperson and the Secretary/Treasurer, and any remaining business.

1.15 DUTIES OF BOARD CHAIRPERSON

The Chairperson shall preside at all meetings, make reports and perform all other duties required by law. In addition, the chairperson as presiding officer shall:

1. Call the meeting to order at the appointed time.
2. Conduct business to come before the Board in its proper order.
3. Assign the floor to members who wish to speak and protect the speaker from any interference.
4. Explain the effect of a motion if not clear.
5. Restrict discussion to the question before the Board.
6. Sign all acts or orders necessary to carry out the will of the Board.
7. Put motions to a vote, state definitely and clearly the vote and the result thereof.
8. Appoint committees as the Board finds necessary.
9. Be spokesperson for the Board at all times except when this responsibility is delegated to others, by the Chairperson.
10. Participate as a regular voting member of the Board.

1.16 DUTIES OF BOARD VICE-CHAIRPERSON

The Vice-chairperson shall assist the Chairperson and shall perform the duties of the Chairperson in the absence of the Chairperson.

Ref.: LWSB Constitution and By-Laws (Article VI - Section V)

1.17 DUTIES OF BOARD SECRETARY/TREASURER

In the absence of the Chairperson and Vice-Chairperson, the Secretary/Treasurer shall preside over official meetings and perform the duties of the Vice-Chairperson in the absence of the Vice-Chairperson. The Secretary/Treasurer shall keep an accurate record of all meetings of the Board and shall perform other duties as designated.

Ref.: LWSB Constitution and By-Laws (Article VI - Section VI)

1.18 SCHOOL BOARD MEMBERS

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.

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 specific Board instructions.

1.19 NEW BOARD MEMBER ORIENTATION

Following the election, but before the new Board member takes office, the current Board shall designate a Board member and/or employee to conduct an orientation for the new Board member(s).

The Board Chairperson 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 their election and the start of their term of office and shall be given selected materials dealing with the school.

1.20 BOARD MEMBER DEVELOPMENT OPPORTUNITIES

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 at such meetings and activities will be budgeted for annually. When funds are **limited**, the Board shall designate which members may attend such meetings or activities.

1.21 BONDED BOARD MEMBERS

All Board members signing checks shall be bonded and included under the school's blanket bond.

1.22 BOARD COMPENSATION AND EXPENSES

Reimbursement to Board members for official travel shall follow travel expense procedures established herein.

Board members shall be compensated for attendance at board meetings–regular, special, and budget–at a rate established at the first regular meeting in July. For all officially sanctioned conferences, workshops, trainings, school association meetings, committee meetings where attendance is required, student and personnel hearings, and work sessions attended, the Board shall be compensated at the rate plus expenses established at the first regular meeting in July. No more than one board stipend will be paid per day, but actual travel expenses shall be paid in accordance with Travel policies. No stipend shall be paid for board member attendance at student activities that are not mandatory. The Board may approve payment of travel expenses for specific events. The number of board meetings for which a stipend is paid cannot exceed 24 meetings per year. Board members shall not be eligible for bonuses or incentives.

The two non-voting students, one middle school student and one high school student, shall receive $100 each for each regular board meeting.

Board members shall be compensated for check signing at a rate of $25.00 per day or mileage only when called upon to sign checks by authorized personnel. The Board member may donate the money back to the school or the School Board Scholarship for students.

1.23 BOARD COMMITTEES

The Board may appoint standing committees composed of one Board member, community members and Little Wound School staff and students or as deemed appropriate. Standing committees shall be composed of Board members and appropriate LWS staff, faculty and students. Standing committees shall not conduct official business, but report to and recommend action to the Board.

The Board may also appoint temporary committees, which shall report to it in a manner and at a time prescribed with such committees to be dissolved by a majority vote of the Board.

Only the Board has authority to dissolve committees it establishes and may set compensation for committee members.

1.24 SCHOOL ATTORNEY

The Board shall retain an attorney for legal counsel who shall serve at the pleasure of the Board. The attorney will be required to attend such meetings where the attorney's services are needed. Attorney's services are also available to the Superintendent, Business Manager and Human Resources Director by permission of the Board, which may be revoked by the Board in the event of a conflict of interest. School attorney will provide an annual report submitted at the annual meeting (2nd Week of July).

1.25 ADVISORY COMMITTEES

The Board has the authority to establish and compensate committees that have no power except to advise the Board in matters relating to the educational goals of Little Wound School. Advisory committees of the two following categories shall be organized when appropriate:

1. Board-appointed advisory committees shall function within the organizational framework approved by the Board. The composition of advisory committees shall be broadly representative and consider the specific task(s) assigned to it.

2. Advisory committees required under federal, tribal, and state programs shall function in accordance with the regulations pertaining to each program. The Board shall grant to those bodies the advisory responsibilities relevant to the planning, implementation and assessment of such program or project. The Board will instruct each committee as to:

    a. The length of time each member is being asked to serve:
    b. The service the Board wishes the committee to render;
    c. The resources the Board will provide;
    d. The approximate dates the Board wishes to receive major reports;
    e. Responsibilities for the release of information to the press.

1.26 CONSULTANTS

All consultant contracts must have prior Board approval before the delivery of any services at the school. Any consultant services not approved in advance will result in nonpayment to the consultant. However, the Board may, at its discretion, approve consultant contracts retroactively where the Superintendent has had to act without advance Board approval.

Consultants approved by the Board shall be paid as soon as the task is completed and the paperwork is submitted according to the consultant contract agreement. Consultants exercise no authority over the work of school employees. Any payment of cash or any form

of honorarium consideration that is greater than $500 must be approved by the Board. Gift cards are not to be used under any circumstances.

1.27 AWARDS, RECOGNITIONS, CERTIFICATES

The Board shall recognize outstanding achievement and service to the educational community with award of certificates of appreciation to Board members, staff, students, and community members.

1.28 ANNUAL MEETING

The annual meeting shall be held on the first Monday in August of each year.

Ref.: LWSB Constitution and By-Laws (Article VII - Section III)

1.29 REGULAR BOARD MEETINGS

Regular meetings of the Board shall be held on the first Monday of each month at 6:00 p.m. (postponed if no quorum before 6:30 p.m.), or at another convenient time set by the Board. Budget meetings of the Board shall be held on the third Monday of each month at 6:00 p.m. (postponed if no quorum before 6:30 p.m.), or at another convenient time set by the Board. If the Monday falls on a recognized school holiday, the meeting shall be in recess until Tuesday at 6:00 p.m. (postponed if no quorum before 6:30 pm). The Superintendent shall attend all meetings of the Board, including the budget meetings. Supervisors shall attend Board meetings at the request of the Superintendent or the Board Chairperson. All meetings shall be conducted as scheduled unless otherwise determined by a quorum of the Board.

Ref.: LWSB Constitution and By-Laws (Article VII - Section I)

1.30 SPECIAL BOARD MEETINGS

Special meetings may be called whenever deemed necessary by the Chairperson upon five (5) days' notice, which may be waived by a quorum present at the special meeting called by the Chairperson.

Ref.: LWSB Constitution and By-Laws (Article VII - Section III)

1.31 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 adjourned. Public notice shall be given of the time and place for the reconvened meeting, but not for the personnel hearing.

1.32 PUBLIC HEARING

The Chairperson, or another member approved by 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 chair, and all remarks must be addressed to the chair and be germane to the topic. The chair 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.

1.33 WORK SESSIONS

The Superintendent or Chairperson may conduct informal work 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. Refer to Section 1.22 for rates.

1.34 BOARD MEETING NOTIFICATION

Notice shall be given of the date, time and place of all Board meetings, except special Board meetings, by Superintendent or designee five days prior to meeting by posting in open public locations within the school service area, and by issuing notice to local radio stations on the Pine Ridge Indian Reservation.

Ref.: LWSB Constitution and By-Laws (Article VII)

1.35 BOARD MEETING PREPARATION

The Superintendent or the Superintendent's 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.

1.36 BOARD MEETING AGENDA

The Board shall follow the order of business on the printed agenda or the notice of special meetings unless altered by consent of the Board members present. Items related to the general business of LWS shall be placed on the next agenda for the next regular meeting. Items related to fiscal matters of LWS shall be placed on the next agenda for the next budget meeting. At the start of the Board meeting, the Board may amend the agenda by a majority vote. Community members may petition the Board to add an item to the agenda at any time prior to a Board meeting.

1.37 DISTRIBUTION OF BOARD MEETING MATERIALS

The Superintendent is responsible for preparing and disseminating an agenda and other reports to all Board members at least five (5) calendar days prior to the Board's meetings on a monthly basis. 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.

1.38 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 and the policies and procedures of Little Wound School. The Board shall decide when such rules are in conflict with the abovementioned authorities.

Ref.: LWSB Constitution and By-Laws (Article VIII - Section I)

1.39 QUORUM

Three (3) voting members of the Board shall be present at official meetings to constitute a quorum to transact business.

Ref.: LWSB Constitution and By-Laws (Article VII - Section IV)

1.40 AMENDMENTS TO THE CONSTITUTION

The Constitution and By-Laws may be amended by a unanimous vote of the Board at a regular meeting. Amendments to the Constitution (or Articles of Incorporation) have no effect until approved by the Oglala Sioux Tribal Executive Committee.

Ref.: LWSB Constitution and By-Laws (Article X - Section I)

1.41 VOTING METHOD AT BOARD MEETINGS

Voting at all meetings of the Board shall be by show of hands unless otherwise established by a majority vote of the Board members present and the results shall be duly recorded in the minutes. Actions by the Board shall be by motion or resolution. Discussion by the Board of a matter does not constitute Board action. Only those items voted on by motion or resolution constitute an action of the Board.

1.42 MINUTES OF BOARD MEETINGS

The Board shall appoint a recording secretary to keep the minutes of all official 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 Chairperson and may be published. 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.

1.43 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board encourages advice or input from the community it serves. In order to affect this, the Board shall schedule thirty minutes of time for brief comments and questions from the public. This brief period shall be conducted as follows:

1. Members of the public wishing to make formal presentations before the Board shall make arrangements in advance in writing to the Superintendent or Board Chairperson to be scheduled on the agenda.

2. Comments or questions at a regular meeting may relate to any topic concerned with Board conduct of the schools and at special meetings can only deal with the agenda topic.

3. Speakers may offer criticism of school operations and programs, but no personal complaints against school personnel will be allowed.

4. People who speak shall limit their remarks to a maximum of fifteen minutes and groups are urged to designate a spokesperson.
5. The Board Chairperson 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.

6. Questions shall be answered immediately by the Chairperson or referred to staff members present for a reply. Those questions, which require further examination, shall be referred to the Superintendent for consideration and a later response.

7. The Board encourages the attendance and participation by District officers at each public Board meeting.

By a majority vote, the Board may require any person who disturbs good order to leave the meeting.

1.44 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 Little Wound School to the Board Chairperson.

1.45 EXECUTIVE SESSION

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

1. To discuss acquisition of real property or litigation brought by or against the school;

2. To consider information regarding the appointment, employment, disciplinary action or dismissal of a public officer or employee;
3. To conduct a hearing of a student disciplinary action;

4. Attorney/client privilege recognized by tribal or federal law(s);

5. To take any other action where tribal or federal statute require a closed session;

6. To protect the privacy of students.

Any Board member who violates executive session may be removed by a remainder of a quorum of the Board, and an Administrative or staff member may be terminated.

1.46 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 Chairperson by any resident and LWS staff of the school service area. The proposals shall be considered by the Board prior to the revision of any related policies.

1.47 POLICY DRAFT WRITER

The Superintendent or their designee shall be responsible for drafting policy recommendations into acceptable written form for further deliberation or action by the Board.

1.48 POLICY DRAFTING

The policies of the Board shall be in compliance with tribal and federal laws, rules and regulations. The Superintendent shall seek the counsel of the school attorney for an opinion on all proposed policy revisions.

1.49 POLICY ADOPTION

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

1. A policy may be amended by a majority vote of the Board at any regular meeting with a quorum present, after the procedures laid out in Sections 1.46, 1.47 and 1.48 have been completed.

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.

1.50 TEMPORARY POLICY

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

1.51 POLICY DISSEMINATION

The Superintendent shall develop and maintain a plan for preserving and making accessible to the public the policies adopted by the Board and the rules and regulations needed to put them into effect. 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 Office during the working day.

1.52 POLICY REVIEW

Little Wound 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 Little Wound School and shall revise the policies to conform to those goals.

1.53 REVIEW OF ADMINISTRATIVE DIRECTIVES

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

1.54 ADMINISTRATION IN POLICY ABSENCE

The Board intends that 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 or the Board has 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.

1.55 SCHOOL BOARD RECORDS

The Secretary/Treasurer of the Board is the legal custodian of all official records of the Board. The Secretary/Treasurer 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 Secretary/Treasurer shall designate the location of all official records, so long as they are maintained on Little Wound School property, or in the office of the LWS attorney. 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. The Superintendent may be designated as the physical custodian of the official records of the Board. Any unauthorized persons will not release confidential files pertaining to individual students or staff for inspection.

1.56 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. The dues for such membership shall be paid out of the general fund, if membership has already been approved by the Board.

1.57 SCHOOL BOARD CODE OF ETHICS

Education at Little Wound 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, suggest 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.

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 board member duties.

10. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, acts or behaviors that violate the accepted standards of community behavior affecting the workplace illegal drugs, or use of misleading or false statements.

11. Develop, interpret, and accurately represent School Board policies.

12. Distinguish personal politics, attitudes and opinions from School Board policies.

13. Safeguard confidential information**,** including executive session.

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 conflicts of interest.

16. School Board members applying for employment or extra duty at LWS shall first resign from their position on the board.

1.58 BOARD CONFLICT OF INTEREST

1. Every Board member is required to disclose in writing to the School Board potential, actual, or apparent conflicts of interest annually and on an ongoing basis as conflicts arise. No board member may be present during any part of the decisionmaking 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 first degree relatives, i.e., father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step father, step-mother, stepson, step-daughter, step-brother, step-sister, half-brother, half-sister, grandfather, grandmother or grandchildren whether the relationship is by blood, or through adoption (legal or "hunka" traditional adoption). Immediate family also includes all individuals who live in the same household as the 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 Little WoundSchool.
   c. No school board member shall be employed by Little Wound 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 a body, he/she must resign from the school board.
   e. If a Tribal Council member, or Little Wound School board/staff member should seek office or employment at Little Wound 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. 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. LWS 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.
5. 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.

6. 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. If a Board member does not agree that there is a conflict of interest and does not recuse themselves from participating in decision making, the School Board will hear the matter, provide the Board member an opportunity to respond, and vote on whether the Board member must be recused.

.

SECTION 2 -SCHOOL ADMINISTRATION

2.01 GOALS
2.02 ADMINISTRATOR CODE OF ETHICS
2.03 ORGANIZATION CHARTS
2.04 SCHOOL BUILDINGS
2.05 LINE AND STAFF RELATIONS
2.06 SCHOOL SUPERINTENDENT
2.07 SUPERINTENDENT RECRUITMENT
2.08 SUPERINTENDENT SELECTION AND INTERVIEWING PROCESS
2.09 SUPERINTENDENT APPOINTMENT
2.10 SUPERINTENDENT EXPENSES
2.11 SUPERINTENDENT PROFESSIONAL DEVELOPMENT OPPORTUNITIES
2.12 SUPERINTENDENT CONSULTING
2.13 COMMITTEES TO SUPERINTENDENT
2.14 SUPERINTENDENT ASSESSMENT
2.15 BOARD/SUPERINTENDENT RELATIONS
2.16 SUPERINTENDENT COMPENSATION GUIDES AND CONTRACTS
2.17 SUPERINTENDENT SEPARATION
2.18 SUPERINTENDENT RESIGNATION
2.19 SCHOOL PRINCIPALS
2.20 PRINCIPALS RECRUITMENT, SELECTION, INTERVIEWING, AND APPOINTMENT
2.21 PRINCIPAL COMPENSATION GUIDES AND CONTRACTS
2.22 PRINCIPAL'S ASSESSMENT
2.23 PRINCIPAL SEPARATION
2.24 PRINCIPAL RESIGNATION
2.25 TIME SCHEDULES
2.26 BOARD POLICY IMPLEMENTATION
2.27 DISREGARD FOR POLICY
2.28 PART-TIME ADMINISTRATORS
2.29 ADMINISTRATIVE INTERN PROGRAM

2.01 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, refer to the Personnel section of the LWSPP. 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 manage the various departments, units and programs effectively.

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 ADMINISTRATOR CODE OF ETHICS

Education at Little Wound 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, suggest 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 the 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 their 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.

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.

In addition to the above LWS Code of Ethics for Administrators, Administrators have the following Code of Ethics for Professional Administrators to which they must abide by pursuant to the South Dakota Administrative Rules (ARSD) 24:11:03:01:

1. Make the well-being of the students the basis of decision making and action;

2. Enforce and obey local, state, and national rules and laws in the performance of duties;

3. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, gross immorality, illegal drugs, or use of misleading or false statements;

4. Respect the civil rights of those with whom the administrator has contact in the performance of duties;

5. Interpret, accurately represent, and implement the policies and administrative regulations of the appropriate educational governing board;

6. Distinguish personal politics, attitudes, and opinions from stated policies of the appropriate educational governing board;

7. Fulfill professional responsibilities with honesty and integrity;Maintain professional relationships which are free from vindictiveness, willful intimidation, and disparagement;

8. Safeguard confidential information;

9. Not allow professional decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld;

10. Avoid preferential treatment and conflicts of interest;

11. Honor all contracts until fulfillment, release, or dissolution by mutual agreement of all parties;

12. Apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications;

13. Accurately represent personal qualifications and the evaluations and recommendations of others;

14. Cooperate with authorities regarding violations of the codes of ethics of the South Dakota Professional Administrators Practices and Standards Commission and the South Dakota Professional Teachers Practices and Standards Commission.

2.03 ORGANIZATION CHARTS

The lines of authority in the organizational charts represent the direction of authority and responsibility and shall be regarded as visual representations of current policy. Legal authority of the Board is conveyed through the Superintendent by the organizational charts, which shall be submitted to the Board for approval at the annual meeting of each year. The Superintendent may reorganize lines of authority and revise the organizational chart with Administrative input and the affected departments, subject to Board approval, as long as such reorganization conforms to the Constitution and By-laws, and policies and procedures of Little Wound School.

2.04 SCHOOL BUILDINGS

Principals shall submit a plan of assignment of all instructional areas to the Superintendent by the end of their contract term. [*Reference 7.02*]

2.05 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.

2.06 SCHOOL SUPERINTENDENT

The Superintendent is the chief administrator employed by the Board. The Superintendent serves by contract with the Board. The Superintendent's immediate supervisor shall be the LWS School Board. To be eligible for the position of Superintendent, a person must meet the legal requirements of the accrediting authority applicable to Superintendents. 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 Board is responsible for clearly specifying the requirements and expectations of the Superintendent. The Superintendent shall be responsible for clearly specifying requirements and 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.

2.07 SUPERINTENDENT RECRUITMENT

The Board shall consider only those candidates who meet qualifications of the accrediting agency and who display the ability to successfully carry out the duties of the Superintendent. The Board shall solicit applications from qualified members of the staff and may list the vacancy with any placement agency at its discretion.

2.08 SUPERINTENDENT SELECTION AND INTERVIEWING PROCESS

Applications for the Superintendent shall be screened 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 Superintendent or an outside consultant for recruiting and interviewing candidates for the Superintendent position. The Board reserves the right to readvertise if the Board is dissatisfied with the existing group of applicants.

1. 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,
    d. Experience relating to facilities management,
    e. Personnel and program Assessment experience and knowledge,
    f. Knowledge of support programs and funding resources,

g. Philosophy concerning role of Superintendent and School Board,
h. Philosophy concerning role of the student in the educational leadership process,
i. Philosophy concerning local control of the educational process,
j. Demonstrated knowledge and experience in Lakota history, culture, and values.

2. The Little Wound School Board shall screen the applicants and schedule structured interviews with the selected finalists and with the participation of staff, students, parents and community members. Interview questions must relate to the preestablished criteria deemed appropriate by the School Board.

3. 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. The legal effect of positive drug and alcohol test results coming in after the contract has been signed is that the Superintendent's contract shall be considered null and void, as if no employment relationship exists between the Superintendent and the Little Wound School.

2.09 SUPERINTENDENT APPOINTMENT

The Board shall select and appoint a Superintendent for a term which may be negotiated.

2.10 SUPERINTENDENT EXPENSES

The Superintendent shall be reimbursed in the same manner and at the same rates as all other employees of LWS.

2.11 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 Chairperson of any professional meetings, which will cause the Superintendent 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, the Superintendent shall electronically notify school personnel of their absence, along with who the Acting Superintendent shall be.

2.12 SUPERINTENDENT CONSULTING

The Superintendent shall devote their time to the supervision of the school and shall not be engaged in any other business, which includes identified extra-curricular activities. Only by prior agreement with the Board may the Superintendent undertake consultant work or other professional obligations.

2.13 COMMITTEES TO SUPERINTENDENT

The Superintendent may establish committees, as they deem 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 their discretion. The Superintendent may approve the expenses incurred by such committees to be paid from school funds for services, materials, and travel, which shall be subject to veto by the Board.

2.14 SUPERINTENDENT ASSESSMENT

The Board shall evaluate the Superintendent at least once annually with consensus about the Superintendent's abilities and performance put in writing and made available to the Superintendent utilizing an approved Assessment form. The Assessment criteria shall include, but not be limited to the criteria relied upon in hiring the Superintendent.

2.15 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. However, at all times the Superintendent is supervised by the LWS School Board. The Superintendent has executive powers to administer the school within Board policies, 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 Chairperson and/or Board members as soon as possible of any events of an emergency nature which occur in school and any other important information.

2.16 SUPERINTENDENT COMPENSATION GUIDES AND CONTRACTS

The Board shall employ a superintendent with the ability to exercise professional leadership in the school.

1. The salary for the Superintendent shall be negotiated with the Board. The salaries must be within established budget line items.

2. The amount and type of leave shall be 16 days for the Superintendent.

3. Any unused leave remaining at the end of the superintendent's 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.

4. The fringe benefits for the superintendent shall be according to the fringe benefits that employees currently received.

5. Any provisions and negotiated items shall be clearly specified on the superintendent's contract and approved by the Board.

6. The original contract executed with the signatures of the superintendent and Board Chairperson shall be placed in the personnel file of the Superintendent.

7. The Board will attempt to notify the Superintendent of contract renewal or nonrenewal by the first regular meeting in January. However, the Board reserves the right to not renew the superintendent's contract at any time before the beginning of the next school year.

2.17 SUPERINTENDENT SEPARATION

The contract of a superintendent who arbitrarily or willfully breaches their contract or abandons their employment without being released by the Board shall be null and void. The Board may recommend to proper authorities that the license or certificate of the superintendent be suspended or revoked. The Board may dismiss a superintendent for reasonable and just cause to include, but not be limited to, breach of contract, incompetence, neglect of duty, immoral conduct, intemperance, brutal or oppressive treatment of a student or staff member, commission of a crime, continuing physical or mental disability rendering the Superintendent unfit to perform their duties, refusing to give or follow a directive necessary to the safe and effective functioning of LWS, other matters prescribed by law, and violation of the code of ethics.

Only the Board may terminate a superintendent. The Board shall notify the superintendent in writing of the reasons for termination including any grievances filed against the Superintendent that form the basis of the termination decision, and advise the Superintendent of the right to a due process hearing before the Board to provide the superintendent with the opportunity to dispute the reasons for termination at a date to be set by the Board. A due process hearing shall not be automatic, and only be granted upon timely request by the superintendent filed with the Human Resources office within five (5) days of the date notice of termination is issued. With regard to the procedures for such due process hearings, the superintendent shall follow the grievance procedures established by the LWS, except that the grievance shall only be heard by the Board. By unanimous vote, the Board may suspend from active duty, with or without pay, a superintendent who is subject to a termination notice, until a final decision on an appeal is rendered.

2.18 SUPERINTENDENT RESIGNATION

If the Superintendent desires to be released from her/his contract, the Superintendent 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's contract.

2.19 SCHOOL PRINCIPALS

Each school principal, whether elementary, middle or high school principal is the chief administrator and instructional leader in each of the three schools. To be eligible for the position of principal, a person must meet the legal requirements of the accrediting authority applicable to principals. The principals are charged with the overall responsibility of the administration and instruction of the principal's respective school, within the framework of the LWSPP, and under the direction and supervision of the Superintendent of LWS. The principals must be able to provide professional administrative leadership for the teachers and staff of each of the respective schools.

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 school superintendent and a minimum of once per week with that principal's teachers and staff, with the exception of extenuating circumstances as determined by the Superintendent.

The school principals are ultimately responsible for maintaining and improving the academic and social progress of the LWS 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 LWSPP. The principals may delegate to subordinates in order to carry out their 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 the teachers and staff.

The principals shall, in conjunction with the Superintendent, submit an annual Instructional Progress Report no later than their Contract expiration date, which shall evaluate the instructional progress of the LWS students in each of the respective schools, as well as make recommendations for changes in instructional and operational policies and procedures. When a School Principal is absent, the Principal shall notify school personnel through the school bulletin of their absence, along with who the Acting Principal shall be.

2.20 PRINCIPALS RECRUITMENT, SELECTION, INTERVIEWING, AND APPOINTMENT

The recruitment, selection, and interviewing shall be as follows:

Recruitment

The Board shall consider only those candidates who meet qualifications of the accrediting agency and who display the ability to successfully carry out the duties of the

principal. The Board shall solicit applications from qualified members of the staff and may list the vacancy with any placement agency at its discretion.

Selection and Interviewing Process

Applications for the 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 if the Board is dissatisfied with the existing group of applicants.

1. 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,

    d. Experience relating to facilities management,

    e. Personnel and program Assessment experience and knowledge,

    f. Knowledge of support programs and funding resources,

    g. Philosophy concerning role of Superintendent and School Board,

    h. Philosophy concerning role of the student in the educational leadership process,

    i. Philosophy concerning local control of the educational process,

    j. Demonstrated knowledge and experience in Lakota history, culture, and values.

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

3. 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. The legal effect of positive test results coming in after the contract has been signed is that the principal's contract shall be considered null and void, as if no employment relationship exists between the Principal and the Little Wound School.

2.21 PRINCIPAL COMPENSATION GUIDES AND CONTRACTS

The Board shall employ Principals with the ability to exercise professional leadership in the school.

1. The salary for the Principals shall be in accordance with the approved salary scale.
2. The amount and type of leave for Principals shall be determined annually by the length of the contract.

3. A maximum of 80 hours of unused leave remaining at the end of the Principal's contract period shall be carried over into the next contract term, or for payment upon completion of the contract, at the discretion of the Board.

4. The fringe benefits for Principals shall be according to the fringe benefits that employees currently receive.

5. All provisions shall be clearly specified on the Principal's contract and approved by the Board.

6. The original contract executed with the signatures of the Principal and Board Chairperson shall be placed in the personnel file of the Principal.

7. The Board will attempt to notify the principals of contract renewal or nonrenewal 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.

2.22 PRINCIPAL'S ASSESSMENT

The Superintendent shall evaluate the principals at least twice annually, based upon criteria agreed upon in advance between the School Board, the Superintendent, and the principals. The Assessments shall be placed in the principals' personnel folders.

The Superintendent shall report to the Board annually, prior to the first Monday in February, on the performance of all principals and recommend their continued employment and salary status. Written Assessments, observation of work by a principal's supervisor, or any other objective criteria may be used to recommend or not recommend continued employment. Formal Assessments shall be made at least twice per year, once each semester, according to the following guidelines:

1. Assessment criteria shall be in written form and made available to the principal.

2. The principal's immediate supervisor shall make the Assessment unless there is a conflict of interest. *See* Section 2.05.

3. Assessment results shall be written and discussed by the evaluator and principal.

4. The principal being evaluated has the right to attach a memorandum to the written Assessment.

5. Results of Assessment shall be maintained in confidential personnel files kept in the Human Resources Office.

2.23 PRINCIPAL SEPARATION

The contract of a principal who shall arbitrarily or willfully breach their contract or abandon their employment without being released by the Board shall be null and void. The Board may recommend to proper authorities that the license or certificate of the principal be suspended or revoked. The Board may dismiss a principal for reasonable and just cause to include, but not be limited to, breach of contract, incompetence, neglect of duty, immoral conduct, in-temperance, brutal or oppressive treatment of a student or staff member, commission of a crime, continuing physical or mental disability rendering the Principal unfit to perform their duties, refusing to give or follow a directive necessary to the safe and effective functioning of LWS, other matters prescribed by law, and violation of the code of ethics.

Only the Board may terminate a principal. The Superintendent may make the recommendation to the Board to terminate a principal, or the Board may terminate upon its own motion. If it decides to proceed upon the charge(s), the Board shall notify the principal, in writing of the charge(s) brought against the Principal, the reasons therefore, and advise the Principal of the right to a due process hearing before the Board upon said charge(s) at a date to be set by the Board. A due process hearing shall not be automatic, and only be granted upon timely request by the principal filed with the Human Resources office within five (5) days of the date notice of termination is issued. With regard to the procedures for such due process hearings, the principal shall follow the grievance procedures established by the LWS, except that the grievance shall only be heard by the Board. By unanimous vote, the Board may suspend from active duty, with or without pay, a principal against whom formal charge(s) or recommendation for termination has been filed, until a final decision is rendered.

2.24 PRINCIPAL RESIGNATION

Before the end of the contract, a principal shall give the Board thirty (30) calendar days' written notice of their intention to relinquish their position. The Board may accept or refuse the resignation. The Board reserves the right if it refuses the resignation of a principal to

petition the State of South Dakota to revoke the principal's certificate and/or to impose a salary penalty.

2.25 TIME SCHEDULES

Daily time schedules for principals shall be set by the Superintendent. Principals shall be on duty during the approved specified school calendar year of classroom instruction as required by law 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. Principals may be required to attend meetings, conferences, and other activities in connection with their job responsibilities, which might extend beyond the regular workday at no additional compensation.

2.26 BOARD POLICY IMPLEMENTATION

The Superintendent is responsible for enforcing administrative regulations and policies established by the Board. Principals are responsible for informing subordinates of policies and regulations and enforcing them.

2.27 DISREGARD FOR POLICY

Continuous disregard for Board policy and administrative rules and regulations shall be interpreted as insubordination or willful neglect of duty and may lead to disciplinary action.

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 as long as it will be advantageous and workable for the school and the administrator involved.

2.29 ADMINISTRATIVE INTERN PROGRAM

An administrative intern program may be established and maintained to provide the school with a group of personnel eligible for service as administrators.

3.01 PERSONNEL GOALS AND OBJECTIVES

3.02 PERSONNEL VALUES

3.03 EQUAL EMPLOYMENT OPPORTUNITY

3.03.01 Reasonable Accommodations Policy and Procedures

3.04 INDIAN AND VETERAN PREFERENCE

3.05 STAFF INVOLVEMENT IN DECISION-MAKING

3.06 STAFF DEVELOPMENT OPPORTUNITIES

3.07 PERSONNEL DISCIPLINE

3.08 STAFF GRIEVANCE PROCESS

3.09 STAFF GRIEVANCE APPEAL TO THE GRIEVANCE COMMITTEE

3.10 GRIEVANCE APPEAL TO THE SCHOOL BOARD

3.11 STAFF PROTECTION

3.12 DRUG-FREE WORKPLACE

3.13 ALCOHOL/PRESCRIPTION DRUG USE/ABUSE

3.14 SEXUAL HARASSMENT

3.15 STAFF-STUDENT RELATIONS

3.16 STAFF CONFLICT OF INTEREST

3.17 STAFF-COMMUNITY RELATIONS

3.18 POLITICAL AND LABOR ACTIVITIES

3.19 PUBLIC APPEARANCES

3.20 SOLICITATIONS AND GIFTS

3.21 PERSONNEL RECORDS

3.22 COMPENSATION GUIDES AND CONTRACTS

3.23 POSITION CLASSIFICATION

3.24 DEFINITION OF EMPLOYEE

3.25 PERSONNEL QUALIFICATIONS AND DUTIES

3.26 PERSONNEL RECRUITMENT

3.27 PERSONNEL HIRING

3.28 PERSONNEL ASSIGNMENT

3.29 TEMPORARY APPOINTMENTS

3.30 PERSONNEL ORIENTATION

3.31 IN-SERVICE TRAINING

3.32 PERSONNEL PROBATION

3.33 PERSONNEL SUPERVISION

3.34 PERSONNEL PERFORMANCE ASSESSMENT
3.35 PERSONNEL PROMOTION
3.36 PERSONNEL SUSPENSION
3.37 REDUCTION-IN-FORCE
3.38 PERSONNEL TRANSFER
3.39 PERSONNEL EMPLOYMENT TERMINATION
3.40 PERSONNEL RESIGNATION
3.41 RE-EMPLOYMENT
3.42 HEALTH EXAMINATION AND VACCINATION REQUIREMENTS
3.43 PERSONNEL TIME SCHEDULE
3.43b WORK FROM HOME
3.44 PERSONNEL WORK LOAD
3.45 OVERTIME
3.46 STAFF MEETINGS
3.47 PERSONNEL EXTRA DUTY
3.48 PERSONNEL EXPENSES
3.49 PERSONNEL NON-SCHOOL EMPLOYMENT
3.50 CONSULTING
3.51 PERSONNEL TUTORING FOR PAY
3.52 SABBATICAL LEAVE
3.53 CONFERENCES AND VISITATIONS
3.54 LEAVES AND ABSENCES
3.55 ADMINISTRATIVE LEAVE
3.56 JURY LEAVE
3.57 SUN DANCE LEAVE
3.58 SICK LEAVE
3.59 MATERNITY/PATERNITY LEAVE
3.60 FAMILY CARE LEAVE
3.61 MILITARY LEAVE
3.62 BEREAVEMENT LEAVE
3.63 PERSONAL LEAVE

3.64 ANNUAL LEAVE
3.65 EDUCATIONAL LEAVE
3.66 VACATION LEAVE
3.67 SUBSTITUTE EMPLOYEES
3.68 HOLIDAYS
3.69 PROFESSIONAL PUBLISHING
3.70 CODE OF ETHICS
3.71 PERSONAL APPEARANCE
3.72 TOBACCO/VAPING USE
3.73 ALCOHOL & DRUG TESTING
3.74 GAMBLING
3.75 EMPLOYEE USE OF SOCIAL MEDIA
3.76 CHAIN OF COMMUNICATION
3.77 USE OF SCHOOL COMPUTERS
3.78 WORKPLACE BULLYING AND HARRASSMENT
3.79 TAOPI CIKALA ITACAN TA ANPETU - CHIEF LITTLE WOUND DAY
3.80 PROHIBITION OF SMART GLASSES BY STAFF

3.01 PERSONNEL GOALS AND OBJECTIVES

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

1. All appointments, promotions, measures of control, and separations shall be based on objective criteria as designated by the Little Wound School Policies and Procedures (LWSPP).

2. Fair and equitable rates of pay with due observance of the principle of equal pay for equal work and suitable differences in pay for differences in work.

3. Service to the Little Wound School shall be made attractive as a career and employees are encouraged to render their best service to the public and students.

Personnel Goals:

1. To recruit and employ the highest qualified personnel to staff the school system.

2. To provide appropriate compensation and benefits for staff.

3. To develop and implement personnel Assessment processes which will contribute to improvement of staff capabilities and the learning program.

4. To provide in service training programs for all employees to improve the educational program and assist each staff member's career aspirations.

5. To assign personnel to ensure they are utilized effectively.

6. To provide a climate producing high staff performance, morale, satisfaction and retention.

3.02 PERSONNEL VALUES

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

3.03 EQUAL EMPLOYMENT OPPORTUNITY

Every employee of Little Wound School shall have equal employment opportunities regardless of race, color, religion, sex (including pregnancy, sexual orientation, or gender

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

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

3.03.01 Reasonable Accommodations Policy and Procedures

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

3.03.01.01 Definitions

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

2. **Disability.** The term "disability" means: a physical or mental impairment that substantially limits one or more major life activities of such individual. The School may request evidence confirming the existence of the impairment, such as confirmation from a qualified health professional that an impairment exists. Any impairment that is expected to last less than 6 (six) months is not a

disability for purposes of this policy. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

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

    a. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and

    b. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities**.**

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

    a. The nature and cost of the accommodation requested;

    b. The overall financial resources of the School impacted by provision of the reasonable accommodation; the number of persons employed at such School; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the School;

    c. the overall financial resources of the School; the overall size of the School with respect to the number of its employees; the number, type, and location of its facilities; and

    d. The type of operation or operations of the School, including the composition, structure, and functions of the workforce of the School.

5. **Emotional Support Animal (ESA)**: An emotional support animal is any animal that provides emotional support alleviating one or more symptoms or effects of a person's disability. ESA's do not have special training to perform tasks that assist people with disabilities. ESA's are not service animals under the American with Disabilities Act (ADA).

6. **Service Animal**: Service animals are defined under the ADA as any dog that is individually trained to do work or perform tasks for the benefit of an individual

with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to sound, reminding a person to take medication, or pressing an elevator button. Examples of service animals include:

a. **Guide Dog or Seeing Dog**: carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

b. **Hearing or Signal Dog**: A dog that has been trained to alert a person who has a significant hearing loss or is deaf when sound occurs.

c. **Psychiatric Service Dog**: A dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

d. **Sensory signal dog or social signal dog**: A dog trained to assist an autistic person or their caregiver.

e. **Seizure Response Dog**: A dog trained to assist a person with a seizure disorder.

7. **Therapy Animal**: Therapy animals provide people with healing contact, typically in an institutional or clinical setting, to improve their physical, social, emotional, or cognitive functioning. Therapy animals are not considered service animals under the ADA. LWS does not permit therapy animals on LWS facilities.

8. **Owner**: An employee who has an approved ESA in the workplace and/or in LWS housing.

9. **Handler**: A person with a disability that a service animal assists or a personal care attendant who handles the animal for a person with a disability in the workplace.

3.03.01.02. Procedures for Requesting a Reasonable Accommodation

1. Any employee or applicant for employment may request a reasonable accommodation by filing a written request with the School Human Resources Officer with the proper documentation attached to the request as required and set forth below. If the applicant or employee is unable to file a written request, the request may be made verbally to the Human Resources Officer and the Human Resources Officer will assist the individual with completing the Request Form. The request should include:

    a. A description of the nature of the disability and documentation that the individual does have a disability from a qualified health care

professional. A statement from a health care provider does meet this requirement and may be requested by the School; and

b. The reasonable accommodation(s) requested by the employee or applicant. Where it is not obvious how the accommodation requested is necessary to permit the employee or applicant to perform the essential job functions, documentation from a qualified health care professional can be requested by LWS. (Examples: change in work schedule, eliminating specific job duties, modification of work location or work environment).

2. The Human Resources Officer will meet with the Principal within three (3) working days of the date an individual files a request for reasonable accommodation to review the request, the job description and essential job functions, and the impact of the requested accommodation on the School's operations. The Principal and Human Resources Officer may request a meeting with the individual to engage in an interactive process of sharing information needed for the School to make a decision on the reasonable accommodation requested, and to explore any other possible reasonable accommodations that may assist the applicant in their ability to perform the essential job functions. The Immediate Supervisor of the employee or applicant for employment may be included in the meetings if the Principal determines their participation is essential to make the determination on the request.

3. Within five (5) working days of the date the reasonable accommodation request is filed, the Principal will make a decision to grant or deny the reasonable accommodation requested and any other reasonable accommodation(s) considered by the School. The decision will be in writing and will be provided to the applicant. The School shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless the School determines that the accommodation would impose an undue hardship on the School's operations. LWS may also consider alternative accommodations if the accommodation requested is determined to pose an undue hardship, but an alternative accommodation would meet the needs of the applicant or employee and would not cause an undue hardship.

4. If an employee or applicant for employment requesting reasonable accommodation is not satisfied with the decision on their request, they have the right to appeal the decision to the School Board pursuant to the Staff Grievance provisions set forth in Section 3.08 and the right to an Appeal as set forth in Section 3.10.

5. Copies of requests for reasonable accommodation and documentation of the decision shall be filed securely.

3.03.01.03. Specific Procedures for Service Animals and Emotional Support Animals

LWS supports the use of service animals and ESA's on campus by individuals with disabilities in appropriate circumstances and in accordance with this policy. Employees with questions about the use of service animals or ESA's should refer to this policy and/or contact the Human Resources Officer.

1. Service Animals
   a. Individuals who wish to bring a service animal to campus including classrooms, administrative buildings, the library, and other buildings that are open to the public, are required by the ADA, to notify the Human Resources Officer in writing at least thirty (30) days prior to bringing the service animal to campus. Documentation must be provided demonstrating that the individual is a person with a disability, the nature of the disability, and a request for reasonable accommodation that includes a description of how the service animal enables the employee to perform essential job functions. The individual must also file documentation on the animal including the type of animal, the designation of the animal (service animal or ESA), and for service animals, documentation of the training the service animal has been trained to perform related to the individual's disability. Records may also be requested regarding the service animal's behavior and how the animal assists the individual in the workplace.

   b. Under the ADA, if the disability is not obvious and/or the reason the animal is needed is not clear, LWS may request documentation to establish the existence of a disability and how the animal helps the individual perform his or her job.

   c. LWS will document the approval of a Service Animal through the reasonable accommodation process in a written reasonable accommodation plan.

2. Emotional Support Animals
   a. Refer to the Reasonable Accommodation Procedure set out above. Individuals who wish to bring an ESA to campus including classrooms, administrative buildings, the library, and other buildings that are open to the public, are required to notify the Human Resources Officer in writing at least thirty (30) days prior to bringing the service animal to campus. Documentation must be provided demonstrating that the individual is a person with a disability, the nature of the disability, and a request for reasonable accommodation that includes a description of how the service animal or ESA enables the employee to perform essential job functions. The individual must also file documentation on the animal including the type of animal, the designation of the animal (service animal or ESA). Records may also be requested regarding the service animal's behavior and how the animal assists the individual in the workplace.

b. The Principal will determine whether approving a particular ESA in the workplace is a reasonable accommodation that will enable the employee to perform the essential functions of the position. The Principal will consult with the Human Resources Officer in making a decision. What constitutes a reasonable accommodation will vary depending on the circumstances of each case. In evaluating alternatives for accommodation, the preferences of the employee are considered, but the ultimate decision regarding the type of accommodation, if any, is made by the Principal in consultation with the Human Resources Officer

c. Under the ADA, if the disability is not obvious and/or the reason the animal is needed is not clear, LWS may request documentation to establish the existence of a disability and how the animal helps the individual perform his or her job.

d. LWS will document the approval of an ESA through the reasonable accommodation process in a written reasonable accommodation plan.

3. Service Animals in Training

Service animals in training are permitted on the same basis as working service animals, provided that the animal is on a leash, is being led or accompanied by a trainer for the purpose of training the animal, and the trainer has documentation confirming the trainer is affiliated with a recognized or certified service animal training organization. Service animals in training are not permitted in classrooms, offices, or other areas of campus buildings not open to the general public without prior approval obtained from the Human Resources Officer through the reasonable accommodation process.

4. General Standards for Disapproval/Removal of Service Animals and Emotional Support Animals.
   a. A Decision to disapprove or remove a service animal or an ESA will be made on a case-by-case basis, taking into account all surrounding circumstances. However, the following general standards provide reasons why an animal may be disapproved or removed:
      i. The animal poses a direct threat to the health or safety of others. Examples include:
         1. the animal displays aggressive or vicious behavior towards others;
         2. the animal substantially lacks cleanliness (for example, defecating or urinating in the facilities);
         3. the animal has a serious illness; or the animal's presence compromises a sensitive area like a sterile medical treatment room, certain laboratories, or mechanical or industrial areas;
         4. the animal's presence poses a health risk to other employees or LWS students (for example other employees or students have an allergy to the animal).

ii. The animal causes or would cause substantial physical damage to LWS property or the property of others. iii. The animal poses an undue financial and/or administrative burden that is an undue hardship for LWS. iv. The animal would fundamentally alter the nature of the LWS's educational or business operations.

v. The animal is not under the control of the handler/owner at all times, and the handler/owner does not take effective action to control it. If the outof-control behavior happens, the handler/owner may be prohibited from bringing the animal into LWS facilities until the handler/owner can demonstrate that he/she has taken significant steps to mitigate the behavior. (For example, an animal is approved within the employee's office space but not approved to be outside that office during the workday and the animal is found outside the office without the presence of the owner;).

vi. The animal is not housebroken.

vii. The handler/owner does not fulfill his/her responsibilities as outlined in this policy.

b. When an animal has been removed pursuant to this policy, LWS will work with the handler/owner to determine reasonable alternative accommodations and to identify opportunities for the employee to participate in LWS's services, programs, and activities without having the animal on the premises.

c. When LWS has disapproved or removed an animal, the animal must be removed immediately from the LWS's premises. Failure to comply with this requirement may result in disciplinary action.

5. Areas Off Limits to ESAs and Service Animals
   a. ESAs are permitted only in the building(s) and specific areas of campus approved through the reasonable accommodation process. ESAs are not permitted in the specific areas of campus listed in subsection b.

   b. While service animals are generally allowed to go anywhere on campus that the handler is allowed to go, there are certain areas where the presence of a service animal fundamentally alters the nature of a program or activity or is disruptive. Those areas are restricted to service animals. Examples of the areas that are off limits to service animals include:

      i. **Mechanical Rooms/Custodial Closets**: Mechanical rooms, such as boiler rooms, facility equipment rooms, electric closets, elevator control rooms and custodial closets, are off limits to service animals. The machinery and/or chemicals in these rooms may be harmful to animals.

      ii. **Food Preparation Areas**: Food preparation areas are off limits to service animals per health codes.

iii. **Areas Where Protective Clothing is Necessary**: Any room where protective clothing is worn is off-limits to service animals. Examples include science laboratories, wood shops, and metal/machine shops. iv. **Areas Where There is a Danger to the Service Animal**: Any room, including a classroom, where there are sharp metal cuttings or other sharp objects on the floor or protruding from a surface; where there is hot material on the floor; where there is a high level of dust; or where there is moving machinery.

c. Questions regarding areas that are off limits to service animals should be directed to the Human Resources Officer. Exceptions may be granted in unique circumstances by the Principal. Any exceptions granted will be documented in writing.

6. Responsibilities of Handlers/Owners

LWS is not liable for any accident or injury resulting in damage to a service or ESA animal while on the LWS premises. It is the responsibility of the Owner/Handler to provide care for the animal and to comply with the following requirements:

a. **Laws, Ordinances, and Policies:** Handlers/owners are responsible for complying with all Tribal laws and Tribal animal ordinances and are subject to all LWS policies.

b. **Proper Identification**: All animals are subject to Tribal licensing and registration requirements.

c. **Health and Vaccination**: All service animals and ESAs must be immunized against diseases common to that type of animal. All vaccinations must be current. Where applicable, a service animal or ESA must wear a rabies vaccination tag and; Dogs must be vaccinated against rabies, canine distemper virus, two types of adenoviruses that cause canine infectious hepatitis (names A, A2, or H), parainfluenza, and parvovirus. Felines must be vaccinated against rabies and feline panleukopenia. In the case of ESAs, vaccination documentation must be provided to the Human Resources Officer prior to the animal being allowed into any facilities.

d. **Caring for the Animal**: The cost of care, arrangements, and responsibilities for the wellbeing of the animal are the sole responsibility of the handler/owner at all times. LWS does not have responsibility for, and is not liable for, the care of any animal covered by this policy, or the results of any failure of the handler/owner to meet their responsibilities.

i. Animals must be kept clean and well groomed. LWS facilities must not be used to clean and groom the animal.

ii. Animals cannot be left unattended at any time.

iii. Animals cannot be confined to a vehicle, tethered, or abandoned at any time.

e. **Keeping the Animal Under Control**: The animal must be fully controlled by the handler/owner, including responding to voice and/or hand commands (if this can reasonably be expected to maintain control of the type of animal at issue). If an animal is found loose or unattended, the animal is subject to immediate removal.

f. **Being Responsible for Damage Caused by the Animal**: Handlers/owners are personally responsible for any damage caused by their animals and must take appropriate precautions to prevent damage to property or other persons. The handler/owner will be required to pay for any damages caused by the animal.

g. **Being Responsible for Waste**: Cleaning up after the animal is the sole responsibility of the handler/owner and it must be done immediately. Waste must be bagged and discarded in designated outdoor receptacles. No waste may be flushed down toilets or discarded in interior waste bins. In the event that the handler/owner is not physically able to clean up after the animal, it is the responsibility of the handler/owner to hire someone capable of cleaning up after the animal.

h. **Leash Requirements**: Service animals must be on a leash at all times, unless the owner is unable to use a leash due to a disability or the use of the leash would interfere with the animal's ability to perform its duties. In that case, the handler must be able to control the service animal by other effective means such as voice controls or signals. ESAs must be on a leash or in a carrier while on LWS property.

i. **Observing Good Animal Etiquette**: To the greatest extent possible, the handler/owner should ensure that the animal does not display behaviors or make noises that are disruptive or frightening to others, unless it is part of the service being provided to the handler (e.g., barking to alert the handler of danger).

j. **Emergency Situations**: The handler/owner is expected to follow all LWS procedures for emergency evacuation and participate in emergency evacuation drills, unless a reasonable accommodation exempting the individual from participation has been approved. Individual needs must be arranged in advance with appropriate LWS personnel.

k. **Other Conditions and Restrictions**: In response to a particular situation, LWS reserves the right to impose other reasonable conditions or restrictions

on the use of service animals and ESAs as necessary to ensure the health, safety, and reasonable enjoyment of LWS programs and activities by others.

3.04 INDIAN AND VETERAN PREFERENCE

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

10 pts. Enrolled member of the Oglala Sioux Tribe.

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

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

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

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

3.05 STAFF INVOLVEMENT IN DECISION-MAKING

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

3.06 STAFF DEVELOPMENT OPPORTUNITIES

In-service and staff development programs shall be provided to school personnel on an annual basis within budget limitations. Such opportunities shall include special course offerings, workshops, visitations from and to other schools, an adequate professional library, assistance from supervisors or consultants, and attendance at professional conferences and meetings. Staff shall always keep classroom teaching a priority and limit

attendance to these opportunities accordingly as not to hinder or interfere with regular teaching. Provision shall be made annually for a Staff Development Program that will be developed with the staff and paid for upon the recommendation of the supervisors and approval of the Superintendent.

3.07 PERSONNEL DISCIPLINE

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

Types of disciplinary action:

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

The Board reserves the right to immediately go to more serious discipline than warranted by the progressive discipline procedures if the Board determines such discipline is warranted. In cases involving serious misconduct, every employee may be subject to immediate suspension by the Superintendent and/or immediate dismissal by the Board.

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

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

1. Failure to conduct performance evaluation on an employee under their supervision.
2. Acts or behaviors that violate the accepted standards of community behavior affecting the workplace.
3. Abuse of authority.
4. Creating discord among employees.
5. Smoking or use of tobacco in any form inside the smoking boundaries.
6. Serious personal misconduct which bring the organization into dispute.
7. Unauthorized/Excessive absenteeism or tardiness.
8. Misuse of the school leave policy.
9. Job Abandonment: Missing one (1) day of work without personally contacting their immediate supervisor.
10. Neglect of duty.
11. Insubordination.

12. Disloyalty (public statements not supporting the policies of the school) during working hours.
13. Sexual harassment of an employee or student.
14. Circumventing any school policy and procedure.
15. Threatening, bullying, or intimidating harassment of employees, students, or visitors during work hours.
16. Causing physical injury to students or employees of the school.
17. Endangering the safety of employees or students.
18. Unethical or immoral involvement with students prohibited by professional and community standards.
19. Failure to carry out assigned duties.
20. Failure to provide adequate supervision of students.
21. Retaliation against an employee.
22. Stealing or destroying school property.
23. Misuse of school materials, supplies, or equipment.
24. Misuse of school vehicles, i.e., personal use of school vehicles.
25. Violating traffic laws while operating a school vehicle.
26. Misuse, conversion, or embezzlement of school funds.
27. Positive alcohol/drug screening result.
28. Violation of LWS Drug Free Workplace policy.
29. Drinking or using alcohol or other illegal or illicitly obtained prescription drugs while performing job duties during hours of employment or at any school sponsored activity.
30. Creating or influencing nepotism or favoritism in employment activities.
31. Breach of confidentiality.
32. Creating or being involved in workplace violence.
33. Driving a school vehicle while under the influence of alcohol or illicitly obtained prescription drugs or illegal drugs.
34. Conflict of interest with intended personal gain.
35. Falsification of required reports.
36. Possession of firearms, explosives, explosive devices, knives, or other dangerous weapons.
37. Conviction of a felony under the Major Crimes Act.
38. Non-compliance with the Code of Ethics.
39. Using social media to defame school employees, students or school board.
40. Failure of a supervisory employee to enforce any or all of these policies.
41. Breach of confidentiality of execution session of the School Board.
42. Falsifying credentials or application for financial/personal gain.

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

Step 1. Verbal Warning

1. Meet with the employee to discuss the matter.

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

Step 2. Written Reprimand

1. Have another meeting with the employee to discuss the matter.

2. Issue a written reprimand to the employee that shall include the reason(s) for the action, the expected improvement and a timeline for improvement.

3. The supervisor shall warn the employee that a third incident may result in their suspension.

4. A copy of the written reprimand shall be filed in the employee's personnel folder, and a copy given to the employee.

Step 3. Suspension

1. Hold a third meeting with the employee to discuss the matter.

2. Recommend suspension of the employee from work to the Superintendent.

3. The Human Resources Director shall issue a written recommendation letter for suspension to the employee with concurrence of the Superintendent. The letter shall include the reason(s) and the dates of the suspension.

4. The Human Resources Director shall warn the employee that another Incident may result in termination.

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

Step 4. Termination

1. Hold a fourth meeting with the employee to discuss the matter.

2. Recommend termination of employment to the Superintendent.

3. Provide all written documentation concerning the employee to the Superintendent.

4. The Superintendent may proceed with the recommendation for termination of the employee's contract to the Board.

5. If termination is approved by the Board, the Human Resources Director shall issue a letter of termination to the employee and shall include the reason(s) for the disciplinary action.

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

3.08 STAFF GRIEVANCE PROCESS

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

Employees cannot grieve:

1. Administrative suspension with pay;
2. Contract non-renewal; or
3. Termination or failure to hire or rehire an at-will employee.

At all stages of the grievance process, the employee must file the grievance with their immediate supervisor, or if the supervisor is the subject of the grievance the employee shall go to the next level of the line of authority. Any participant in the grievance processes will recuse themself if there is a conflict of interest.

If two or more employees are the subject of an incident that leads to filing a grievance, the grievance must be filed separately for each employee.

If the informal or formal grievance involves the Superintendent, the employee shall submit the grievance to the Human Resource Office who will then provide the grievance to the School Board. The School Board will then address the grievance. For informal grievances, the School Board may recommend mediation and/or peacemaking. For formal grievances, the School Board may elect to refer the grievance to an external third-party for investigation to ensure fairness and impartiality for all parties.

Step 1: Filing the Grievance

Employees must attempt to informally resolve their complaints prior to filing a formal grievance, except for an employee alleging discrimination on the basis of disability may proceed directly to a formal grievance and in the case of a sex discrimination allegation, Section 8 procedures shall apply.

The employee submits a written grievance to their immediate supervisor (or next in the line of authority in the case where the supervisor or superintendent is the subject of the grievance) within five (5) working days of the alleged incident. If the employee fails to timely follow the grievance process, they shall be prohibited from filing a formal grievance. The grievance must include:

- The name of the individual(s) the grievance is filed against
- A detailed description of the alleged policy, rule, or regulation violation
- Date(s) of occurrence
- Desired resolution or outcome

1. Supervisor Review (Employees of the Same Department)

The immediate supervisor shall:

a. Acknowledge receipt and review the grievance. A copy of the Grievance will be submitted to the Human Resources Officer for the personnel file.
b. Maintain confidentiality
c. Meet with the employee who submitted the grievance within five (5) working days
d. Attempt to resolve the issue through mediation between the party(ies), if agreed to by all parties and if mediation is deemed appropriate given the positions, allegations, etc. The Supervisor may also assign a mediator to the meeting, with approval from the Human Resources Officer. The purpose of the meeting is to mediate between the parties in an effort to resolve the grievance. The Supervisor may require the employee parties to attend one or more mediation sessions. If the meetings at this stage resolve the grievance, all parties will sign a Grievance resolution form documenting the resolution of the grievance and any agreements reached during the mediation. Mediation meeting shall not extend beyond ten (10) working days without the written consent of all parties.
e. Provide a written summary of the outcome to the employee within three (3) working days of the meeting and copies of the Grievance resolution form will be provided to all employee parties. The summary and Grievance resolution form will be filed in the respondent employee's personnel file.

2. Grievance Involving Employees from Another Department

If the grievance involves an employee from another department, the supervisor receiving the grievance shall:

a. Acknowledge receipt and file the Grievance with the Human Resources Officer for the personnel file within one (1) working day of receiving the grievance.
b. Maintain confidentiality.

Human Resources shall f orward the grievance to the appropriate supervisor of the other department so they are on notice and can provide the information to the other employee to which the grievance is concerning .

c. Notify the employee who filed the grievance that it has been forwarded and who will handle it next.

f. The Human Resources Officer shall review the grievance and meet with the employees involved in the grievance (the grievant and the respondent) within three (3) working days. The Human Resource Officer shall attempt to resolve the issue through mediation between the party(ies), if agreed to by all parties and if mediation is deemed appropriate given the positions, allegations, etc. The Human Resources Officer may also assign a mediator to the meeting. The purpose of the meeting is to mediate between the parties in an effort to resolve the grievance. The Human Resources Officer may require the employee parties to attend one or more mediation sessions. If the meetings at this stage resolve the grievance, all parties will sign a Grievance resolution form documenting the resolution of the grievance and any agreements reached during the mediation. Mediation meeting shall not extend beyond ten (10) working days without the written consent of all parties.

d. The Human Resources Officer shall provide a written summary of the outcome to the employee within three (3) working days of the meeting and copies of the Grievance resolution form will be provided to all employee parties. The summary and Grievance resolution form will be filed in the respondent employee's personnel file.

If a supervisor, or reviewer, of the grievance fails to adhere to the timelines of this policy, the employee may file a formal grievance as the next step without having to wait for informal resolution of their grievance.

Step 2: Formal Grievance

Grievance Advancement

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

The formal grievance shall be in writing, or use the grievance form supplied by Little Wound School and presented to the Human Resources Office, and shall include:

- The written request or grievance form
- The original grievance

- The supervisor's response
- Reason for the formal grievance request

The respondent employee included in the grievant employee's grievance shall be notified of the filing of a formal grievance and shall have the opportunity to provide a written response to the grievance and provide any witness names and/or other relevant evidence or information regarding the grievance. The grievant employee's and the respondent employee's submissions shall establish the grievance's written, and documented, record for the next phase of the grievance process. All written documents, statements or information shall be submitted to the Human Resources Officer within five (5) working days of the filing of the formal grievance for the grievant employee and within five (5) working days of receipt of formal grievance notification for the respondent employee.

A meeting will be scheduled within ten (10) working days of receipt, and a written decision will be provided to the grievant by the Human Resources Officer within five (5) working days after the meeting.

3.09 STAFF GRIEVANCE APPEAL TO THE GRIEVANCE COMMITTEE

Step 1: Filing of the **Grievance Committee Appeal Request.**

Any regular full-time employee of Little Wound School who has completed Step 2 of the Staff Grievance Process who wishes to further appeal, must filed a formal grievance appeal with the Human Resources Officer no later than five (5) working days after notice is issued to the grievant under Step 2 of the Staff Grievance Process by the Human Resources Officer. The Formal Grievance appeal shall be filed using the form provided by the LWS Human Resources Officer, and shall specify in writing that the grievant:

1. Requests an in-person hearing by the Grievance Committee; or
2. Requests that the Grievance Committee make a decision based upon the written record without a hearing.

The Grievance Committee shall be comprised of the following unconflicted individuals:

1. The Human Resources Director. If the Human Resources Director is the subject of the grievance or if the Human Resources Director has a conflict-of-interest, the Superintendent shall select an alternate to act in the place of the Human Resources Director.

2. A member of the administration or supervisory staff not in the same department as the grieving employee.

3. A member of the staff not in the same department as the grieving employee. The administration and staff members shall be selected by the Superintendent or if the Superintendent has a conflict-of-interest, then they shall be selected by the designated LWS Board .

Step 2: Hearing by the Grievance Committee

A hearing shall be granted and held within thirty (30) calendar days of the date of filing the grievance appeal, unless the Grievance Committee, for good cause, postpones the hearing.

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

Decision Based Upon the Written Record Without a Hearing by the Grievance Committee

If the grieving employee requests that the Grievance Committee make a decision, without a hearing, the Committee will base its decision upon the received written, and documented, record of the grievance that includes, but is not limited to, the personnel record of the employee, the personnel record of the alleged subject of the complaint, and written statements of the grieving employee, the alleged subject of the complaint, written statements submitted by the respondent employee to the grievance, any other received evidence or documents (i.e., witness statements) received by the Human Resources Officer regarding the grievance, and any other written document requested by the Grievance Committee. All written documents, statements or information shall be submitted to the Human Resources Officer within five (5) working days of the filing of the formal grievance for the grievant employee and within five (5) working days of receipt of formal grievance notification for the respondent employee.

Step 3: Final Appeal

If the employee is not satisfied with the Grievance Committee's decision and wishes to move forward to resolve the grievance, the employee must file a written appeal of the Grievance Committee decision with the Human Resource Office. The request for the appeal must be received by the Human Resource Office within five (5) regular business days from the date of the decision of the Grievance Committee.

The request for an appeal shall be in writing and shall be on the grievance form supplied by Little Wound and shall include:

- The written Grievance Committee Appeal form

- The original grievance
- The supervisor's response
- The Grievance Committee decision
- The Reason for the formal grievance request

3.10 GRIEVANCE APPEAL TO THE SCHOOL BOARD

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

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

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

The Appeal hearing shall be held within thirty (30) calendar days of the date of filing of the appeal by the appealing employee, unless the School Board shows good cause for an extension of time within which to hold the hearing.

The grieving employee may be represented by a personal representative or an attorney of the employee's choosing and expense. The grieving employee must argue that the decision of the Grievance Committee was legally or procedurally flawed and not argue or present new evidence. The Little Wound School attorney shall serve as hearing officer.

If a hearing is requested, and the appellant fails to appear, the appeal shall be dismissed with prejudice. The School Board may issue an oral decision at the end of the appeal hearing, or it may issue a written decision, which shall be provided to the grieving employee within five (5) regular business days of the end of the hearing. The decision of the School Board shall constitute a final decision of the Little Wound School.

3.11 STAFF PROTECTION

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

3.12 DRUG-FREE WORKPLACE

The Little Wound School Board shall provide for an alcohol and Drug-Free work environment. LWS is committed to assisting employees and administration with multiple issues which may be raised such as family issues (divorce, custody), emotional issues (psychological disease, depression), physical issues (disability, temporary or terminal health problems), and addiction issues (alcoholism, drug addiction). As part of this commitment, LWS provides the following guidelines to assist in the provision of services and discipline to employees or administrators who abuse alcohol or drugs. For purposes of this policy, the following definitions apply:

1. The workplace shall mean anywhere work is assigned by the appointing authority and is performed by an employee or administrator.

2. Conviction shall mean a finding of guilt, including a plea of nolo contendere or suspended imposition of sentence by a court.

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

4. Drugs shall mean the same as defined in Section 3.74(3), Definitions.

5. Alcohol shall mean the same as defined in Section 3.74(3), Definitions.

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

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

An employee shall report arrests, charges filed, and convictions to Human Resources, or his/her designee, within forty-eight (48) hours or the next business day, whichever is greater. Any arrests, charges, or convictions of alcohol or drug related crimes shall result in an EAP referral for the employee.

An employee's failure to notify the Board as required by this section shall result in immediate suspension with recommendation for termination by the Board. Once the Board is notified of such conviction, the Supervisor shall put together a plan of discipline and employee assistance with the help of Human Resources Director and/or school attorney regarding such conviction. This plan must then be submitted to the Board for its input and approval within the thirty (30) regular business days of receiving the notice. Further action

shall be taken at the direction of the Board. Within ten (10) regular business days of receiving notice of conviction, the Board must notify federal and tribal agencies with which it has contracts over $25,000. Abuse of alcohol and drugs is not an acceptable reason for not providing consistent and competent services to the school. Excessive non-attendance and lack of performance due to such abuse may result in discipline, up to and including termination.

3.13 ALCOHOL/PRESCRIPTION DRUG USE/ABUSE

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

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

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

The selling, distribution, possession, manufacture, or use of alcohol or illegal drugs by anyone within Little Wound School campus boundaries, including the housing quarters, is prohibited, and reported incidents of such activities will be turned over to the Administration of Little Wound School for further investigation which may result in the involvement of the Oglala Sioux Department of Public Safety and cause to conduct Environmental Contamination Testing pursuant to Section 7.03 and Addendum B to Section 7.03.

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

3.14 SEXUAL HARASSMENT

The School will provide employees with an environment which encourages efficient, productive, and creative work. The Board recognizes that sexual harassment is illegal, unacceptable, and will not be tolerated. Any employee will be subject to disciplinary action including possible termination of employee for violation of this policy. *See* Section 7 – Title IX Nondiscrimination Policy.

3.15 STAFF-STUDENT RELATIONS

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

3.16 STAFF CONFLICT OF INTEREST

No 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 first degree relatives, i.e., father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, grandfather, grandmother or grandchildren whether the relationship is by blood, or through adoption (legal or “hunka” traditional adoption). Immediate family also includes all individuals who live in the same household as the Board member.

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. The 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 shall make the decision on whether the will be removed from the decision making process. In the case of the Superintendent, the School Board may remove the Superintendent from decision making by a majority vote.

3.17 STAFF-COMMUNITY RELATIONS

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

1. Identifying through research, conferences, and in service programs those innovative trends in the areas of curriculum, student activities, and professional development which shall be relevant to the school;

2. Developing and implementing educational programs, which reflect the needs of the community and the students;

3. Informing community and parents of the school service area about all aspects of school programs through the news media and presentations to local parent and civic groups;

4. Inviting community and parents to visit the school. Parents and community may schedule individual conferences with teachers or Principals at any time. The Board believes in community and parental involvement.

3.18 POLITICAL AND LABOR ACTIVITIES

Employment may not be offered as a consideration for the support or defeat of any political party or candidate for public office including tribal, district, and School Board. Employees have the right, as citizens, to engage in activities which exemplify good citizenship. School property and time shall not be used for political purposes including, but not limited to, circulating a petition during work hours at the school.

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

3.19 PUBLIC APPEARANCES

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

3.20 SOLICITATIONS AND GIFTS

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

3.21 PERSONNEL RECORDS

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

1. Job advertisement

2. Job description
3. Application
4. W-4 and I-9 Forms
5. Employment Record-Salary
6. Assessments
7. Employee Contract or Letter of Employment
8. Personnel Actions
9. Valid Certificate of License
10. Transcripts of Credit
11. Diplomas
12. Certificate of Degree Indian Blood
13. DD214
14. Employee Orientation Checklist
15. Employee pay
16. Grievance Procedure
17. Federal, Tribal, and State background check

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

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

Personnel records will comply with all applicable laws.

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

3.22 COMPENSATION GUIDES AND CONTRACTS

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

1. No employee shall be paid less than the federal minimum wage.

2. Salary increases may be given no more frequently than annually to reward efficient work and career development.

3. No employee shall have their salary and benefits increased unless approved in advance by the Board.

4. No supervisor will be paid less than employees under their supervision. Salary adjustment shall be made.

a. Salary Schedules

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

b. Salary Increases

At the discretion of the LWS Board with salary considerations, salary increases may be granted annually for one of the following reasons: Step increase, educational attainment, or cost of living. The Superintendent, in consultation with the Business Manager, shall make recommendations to the Board.

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

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

c. Entrance Salary

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

The Business Manager's salary is negotiable.

d. Temporary Employment Salary

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

e. Substitute Salary

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

f. Compensatory Hours

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

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

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

g. Premium Pay Hours

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

i. Holiday Premium Pay: The School shall pay employees who are required to work on a holiday their rate of pay, plus holiday premium pay at the rate of 2 times the basic rate of pay, for each hour of holiday work.

ii. The School Board may approve standby duty pay for an employee, who is called in, in a position requiring the employee to remain at, or within the confines of, his or her duty station during longer than ordinary periods of duty. The employee is paid for actual hours worked.

iii. The School Board may approve by resolution the payment of hazardous duty pay when an employee faces an elevated degree of risk to their health and welfare that is not a risk intrinsic in their job description and regular duties. Hazardous Duty Pay shall be paid only for hours actually worked performing duties that constitute a hazard, and hazardous duty pay rates shall not exceed twenty-five percent (25%) of an employee's base pay.

h. Contracts & Employment Agreement

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

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

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

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

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

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

i. Recruitment and Retention Payments

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

j. Fringe Benefits

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

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

3.23 POSITION CLASSIFICATION

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

1. Provide the school employee with a means to identify work distribution, areas of responsibility, lines of authority, and other relationships between positions.

2. Provide uniform titles for positions.

3. Establish that all positions will be paid according to specific salary schedules.

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

1. An appropriate classification of each kind and level of work.

2. A description of the duties and responsibilities of each classification.

3. A statement of the knowledge, skills, and abilities generally needed to perform the work.

4. A statement of any special qualifications necessary to enter the position.

Procedure

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

Position Reclassification

When the duty assignments of an employee have changed substantially as to the kind and level of work, the supervisor may initiate a request for change in the job title or pay

class level in writing to the Superintendent. The request should outline the reasons why the supervisor feels change is needed. Such reclassification of position is not required to be advertised. Reclassification will take effect the ensuing contract year.

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

3.24 DEFINITION OF EMPLOYEE

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

Regular Employees:

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

There are two types of regular employees:

1. Support Employees: Those employees who provide support services to the educational programs and who are not required to be certified by SD Teacher Certification. This includes hourly wage employees.

2. Certified Employees: Those employees who must have an SD Teacher Certificate as a teacher, counselor or administrator in order to maintain their employment with Little Wound School. Any failure to renew or obtain certification before the first day of the school year constitutes a breach of the terms and conditions of the contract. If certification is not in place before the first day of the School Year, the contract will automatically terminate unless:

    a. The employee proves documentation from SD Teacher Certification that an application for certification is in process; or
    b. If there are no applicants with appropriate certification, the LWS Board may conditionally approve an appointment, however, the HR Director shall seek all alternative certification opportunities available with the accrediting agency. If all efforts have been exhausted with no results, the appointment may be terminated. Any time a non-certified employee is teaching students, parents/guardians shall be notified in writing.

Temporary Employees:

An appointment which does not exceed ninety (90) days, and which includes, but is not limited to, substitute teachers and staff. Temporary employees will not work more than 29 hours per week. After 90 days, the supervisor must provide justification of need to continue the appointment. The continued employment will be contingent on funds and board approval. However, the Board or Superintendent shall have the right to extend a temporary employee's appointment beyond the (90) days if school needs require it. These temporary employees shall not be eligible for employee benefits, including but not limited to, leave, holiday pay, and insurance or retirement benefits. These employees may be dismissed with or without cause at any time. These employees may not utilize the grievance procedures except in the event that the grievance is related to alleged discrimination on the basis of disability.

Contractors:

All contractors are not employees of Little Wound School.

3.25 PERSONNEL QUALIFICATIONS AND DUTIES

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

1. Each position in the organization shall have a job qualification requirement established.

2. The Human Resources Director will be responsible for assuring that job qualification statements are available for all positions within the organization.

3. The job qualification shall include a statement as to whether the designated position is classified as temporary, professional, etc.

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

1. Job title and general definition of the job,

2. Educational requirements, including specialized educational skills and education in a specific or specialized area,

3. Experience and related background requirements,

4. Special qualifications and attributes including physical qualifications, licensing or certifications, attitude, behavioral characteristics, emotional and social requirements.

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

Teachers shall hold a valid certificate to perform the particular service for which they are hired and have a copy of their certificate placed in their personnel file within 30 (thirty) days of their starting date of work, or receipt of certification application. Failure to do so may result in suspension of their salary payments. A teacher's/counselor's contract shall be considered null and void if that teacher/counselor does not hold a valid certificate or an approved alternative certificate to perform the service for which they are employed.

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

3.26 PERSONNEL RECRUITMENT

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

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

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

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

The job that is left vacant shall be advertised.

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

3.27 PERSONNEL HIRING

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

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

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

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

1. If in the opinion of the Human Resources Director, applicants with the highest points shall be required to have at least one interview.

2. Immediate supervisors, the Human Resources Director, the Superintendent and/or the Board may be included among persons who interview an applicant. A supervisor shall not be involved in the selection and hiring process of an immediate family member, nor shall a supervisor be allowed supervise an immediate family member, as defined by LWS policy. Immediate family member is defined in policy sections 1.58 and 3.16.

3. There will be no travel expenses paid to applicants for interviewing.

4. Interviews may be conducted by the telephone or other electronic platform, e.g. skype, zoom, etc.

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

Employment Background Check

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

Definitions

1. Employee includes all regular employees, substitutes, temporary, coaches, advisors, volunteers, contract child services, with significant unsupervised access to students.
2. Criminal History Report is a document generated by the South Dakota Bureau of Criminal Investigation and/or Federal Bureau of Investigation (FBI) after a fingerprint-based search of the state and national criminal history files and/or other state and federal databases designated by applicable law or by the school. It also includes reports from the tribal court on prior criminal proceedings in tribal court.
3. Background Check means information on an applicant or employee that may include, but is not limited to, employment history, fingerprint scans, criminal history reports, employment and residency history, and driving record reports.
4. Prospective Employee is defined as the individual who is selected as the "successful applicant" for a particular position at the school.
5. Adjudicated: is defined as making a comprehensive, common-sense judgement, made after consideration of all the relevant information; favorable or unfavorable.

Employment Screening

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

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

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

An adjudication will be completed on all relevant information obtained through the background check to determine if the applicant is suitable for employment with the school. Any felony drug convictions, or two (2) or more misdemeanor convictions, older than 10 years shall not be a disqualifying factor in the screening process so long as there have been no subsequent convictions and submitted documentation of successful rehabilitation. Pardons shall only be considered for alcohol and drug related convictions.

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

If the applicant or provisional employee is determined to be undesirable for employment with the school based on the background check, the offer of employment with the school will be rescinded and/or the provisional contract shall automatically terminate

upon notice to the provisional employee of an unsatisfactory background check. The applicant or provisional employee shall have the opportunity to respond in writing to any information received as a result of the background check. However, applicants or provisional employees with statutory debarment convictions will not be considered for employment.

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

If an applicant or provisional employee is denied employment due to information obtained through a criminal background check, the applicant or provisional employee shall be given written notice of reasons for denial and shall have the opportunity to respond to the reasons in writing and to have an informal administrative review.

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

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

Periodic Background Checks

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

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

- any alleged or convicted sex offenses;
- any alleged or convicted drug-related offenses;
- any alleged or convicted alcohol-related offenses;
- any alleged or convicted offenses involving children, including any offense against a child, child abuse, child neglect, child endangerment, or contributing to the delinquency of a minor.
- any alleged or convicted offenses involving offenses against another the person including, but not limited to, offenses of assault, harassment, abuse, neglect,

exploitation, endangerment, kidnapping, murder, human trafficking, rape, sexual assault, or other offenses against another person(s); and

- any alleged or convicted offenses relating to the vehicle code or traffic laws for employees who drive motor vehicles as an employment responsibility.

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

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

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

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

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

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

3.28 PERSONNEL ASSIGNMENT

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

3.29 TEMPORARY APPOINTMENTS

The Superintendent shall have the authority to appoint temporary personnel to work assignments required at the school dependent upon available funding sources and avoiding nepotism. Under no circumstances will an individual be employed without first undergoing

background investigation and pre-employment drug testing. The Board will be notified of all temporary appointments. Temporary appointments may not exceed ninety (90) work days. The temporary employee shall be paid at a rate established by the School Board for actual work days performed.

3.30 PERSONNEL ORIENTATION

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

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

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

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

3.31 IN-SERVICE TRAINING

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

3.32 PERSONNEL PROBATION

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

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

employee and the employee's supervisor will pay close attention to the employee's job performance and progress.

1. Leave During Probation: Probationary employees are not allowed to use personal or annual leave during this period but may accrue leave. This does not include probationary employees who transfer from one job to another, unless the transfer is involuntarily and due to a disciplinary reason. Exception: New employees required to get a health examination may be provided four (4) hours of administrative leave to take the physical.

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

3. Transfers During Probation: An employee may be transferred during the probation period if such action would benefit the school or the employee. A new probation period will begin on the date of transfer.

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

5. Attendance of Workshops and Training Sessions/Seminars: Probationary employees are not eligible to attend workshops and training sessions/seminars that are held off of the LWS campus until that employee's probationary period has ended and the employee has been made a regular employee. The Superintendent, upon request of the employee's supervisor, may make exceptions for those probationary employees who must attend training as part of a special project which requires such training.

6. Performance Assessment During Probation: The supervisor shall provide a performance Assessment after thirty (30) days of work during the probation period. Performance Assessments shall be documented and used to determine how the employee is adapting to job requirements, the department, the overall school system, and to recommend for regular employment or termination of employment. If the thirty (30) day performance assessment identifies performance issues, the employee shall be placed on a performance improvement plan, and a follow-up performance assessment shall be conducted prior to the expiration of the probationary period. Assessments are not required in the event a probationary employee is terminated within the 90-day period.

7. Conditions Preliminary to Regular Appointment: The regular appointment of an employee shall begin with the date ending the probation period. The Human Resources Director is responsible for obtaining a written statement from the employee's supervisor containing an assessment of the employee's duties indicating the employee's services during the probation period have been satisfactory and the employee is recommended for regular status. The supervisor shall notify the

employee in writing if the appointment is to be made a regular employee and a copy of such notice shall be placed in the employee's personnel file.

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

9. Continuing Employment: Those employees whose contract renewals for continuing employment is contingent upon the employee meeting special conditions, as recommended by their supervisor to the Superintendent and approved by the Board, may be placed on a ninety (90) calendar day probation period. All special conditions to employment contracts and agreements must have Board approval.

3.33 PERSONNEL SUPERVISION

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

3.34 PERSONNEL PERFORMANCE ASSESSMENT

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

The principal objectives of performance evaluation are to:

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

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

Performance Assessments of employees who have been employed with LWS for less than three (3) years shall be conducted twice annually as follows:

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

Performance Assessments may be conducted more frequently at the discretion of the immediate supervisor for any employee who has been identified as having performance issues in a performance assessment. Performance assessments of employees who have been employed for more than three (3) years shall be conducted annually.

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

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

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

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

3.35 PERSONNEL PROMOTION

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

3.36 PERSONNEL SUSPENSION

The Superintendent may suspend any personnel with or without pay from their assignment, for good cause (in collaboration with the employee's immediate supervisor)

and shall report such action promptly to the Chairperson of the Board and/or the Board members.

3.37 REDUCTION-IN-FORCE

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

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

3.38 PERSONNEL TRANSFER

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

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

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

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

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

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

3.39 PERSONNEL EMPLOYMENT TERMINATION

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

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

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

3.40 PERSONNEL RESIGNATION

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

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

Once a certified staff member has signed a contract, they may not terminate or cancel their contract, unless the Board has given its consent. In cases where an employee has breached their contract by departing during the contract year, terminating or canceling the contract without the Board's consent, the Board may consider legal action, including seeking revocation of the employee's certification. The Board may seek revocation of a teaching or administrator's certificate upon the event that a certified staff member abandons

their position, otherwise breaches their contract, or the Board shall levy a five (5) percent penalty on the financial value of the entire current contract of the certified employee, upon such breach of contract.

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

3.41 RE-EMPLOYMENT

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

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

3.42 HEALTH EXAMINATION AND VACCINATION REQUIREMENTS

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

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

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

3.43 PERSONNEL TIME SCHEDULE

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

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

Work Schedule:

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

Other work schedules:

a. Teachers, student assistants, student mentors: ½ hour before school begins and ½ hour after school ends. The Board shall indicate the length (start and end time) of a school day annually.

b. Bus Drivers: Each bus driver will have a specific drive time schedule and is dependent upon the bus route assigned to each.

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

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

3.43b WORK FROM HOME

Purpose:

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

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

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

Eligibility:

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

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

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

a. Have access to a reliable internet server;

b. Be competent and capable to perform their duties with minimal supervision;

c. Possess good organization and time-management skills;

d. Carry out the work in an environment that will enable them to fulfill their duties effectively and efficiently.

Employees obligations:

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

All Employees working from home must meet the following requirements:

a. Be capable of performing the same duties, assignments, or anything else they are reasonably requested to do as they would if they were working within the Little Wound School's physical space.

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

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

Privacy and Security:

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

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

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

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

h. Employees may be provided with access to a virtual private network (VPN), if

needed, in order to secure connections with the school network. The VPN shall not be used outside of school purposes.

Equipment:

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

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

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

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

Procedure:

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

Work from home arrangements will be decided on a case-by-case basis for short term work from home cases and subject to the discretion of the Superintendent by taking into account what is in the best interests of the school. Some positions may not have the option to work from home if the Superintendent deems it to be unfeasible.

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

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

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

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

3.44 PERSONNEL WORK LOAD

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

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

3.45 OVERTIME

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

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

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

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

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

Involuntary or permitted work:

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

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

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

3.46 STAFF MEETINGS

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

meeting to assist in communications. Agendas and minutes will be included in monthly supervisor reports submitted to the Board.

3.47 PERSONNEL EXTRA DUTY

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

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

Athletic/Activities Extra Duty:

Athletic/Activities Extra-duty positions will be advertised and may be issued for activity sponsorship or coaching that requires consistent supervision when applicable and approved in advance by the Board. Background checks and pre-employment drug tests must be completed by all coaches/sponsors prior to beginning activity if coach or sponsors is not a regular LWS employee.

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

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

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

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

Family members of coaches traveling with team is prohibited.

Other extra duty assignments:

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

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

1. Submitting the need for an extra duty activity to the Superintendent that identifies the activity, the responsibilities of the activity, and the budget.

2. Evaluating the activities.

3. Determining when payment will be paid e.g. biweekly, end of activity.

3.48 PERSONNEL EXPENSES

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

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

3.49 PERSONNEL NON-SCHOOL EMPLOYMENT

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

3.50 CONSULTING

Personnel wishing to provide consultant services to other agencies are required to submit a request to their immediate supervisor who shall provide a copy of the outside consulting the Superintendent for recommendation for approval. All outside consulting must be approved by the LWS Board.

Personnel receiving approval to provide paid consulting services shall utilize leave without pay during time consultant services are required. If the consulting contract is a paid

contract, then annual leave, holiday leave, and personal leave cannot be utilized. All leave without pay (LWOP) provisions are still applicable.

3.51 PERSONNEL TUTORING FOR PAY

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

3.52 SABBATICAL LEAVE

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

1. Submit a written request to the Board, indicating area of study, location of study, graduate program pursued, and timeline for graduate program completion.

2. Provide a statement indicating their commitment to return to the school to provide a minimum of three (3) years of additional service immediately following completion of sabbatical leave.

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

Other considerations:

1. No more than two (2) professional staff members may be granted sabbatical leave within any given year.

2. Sabbaticals granted include no compensation by the Board during sabbatical year, only a commitment to provide a position to the person approved for sabbatical leave during the initial year following completion of degree program or approved sabbatical study. Subsequent employment shall be based on contract renewal or non-renewal based on performance of staff member.

3. Failure of the staff person to complete graduate study or sabbatical study as originally approved by the Board will relieve the Board of any commitment for employment.

3.53 CONFERENCES AND VISITATIONS

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

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

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

3.54 LEAVES AND ABSENCES

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

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

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

At the discretion of the immediate supervisor and Superintendent, Leave without Pay (LWOP) may be granted to an employee for extreme emergencies or for consulting approved under Section 3.50. Leave without pay refers to unpaid leave and will be considered excessive after three (3) days have been granted, except for approved LWOP under Section 3.50, and may result in personnel action taken. There shall be no advance leave granted. Advance leave is defined as deductions from future leave not yet earned by the employee. (LWOP) will not be approved until all leave is exhausted, except for approved LWOP under Section 3.50.

A regular employee may donate annual, personal or sick leave to another employee who has a personal emergency and who has exhausted his or her available paid leave. The school does provide a Sick Leave Bank for employee or family medical emergencies. An employee who may need donated leave for personal emergencies that are not medical can submit a written request for leave donation to their Immediate Supervisor and the Human Resources Director. The Human Resources Director shall provide notice to LWS employees of a request for personal emergency leave donations. An employee must use all available paid leave prior to the use of donated leave. All personal leave donation will still require Immediate Supervisor approval in accordance with policy. There is no limit on the amount of donated leave a leave recipient may receive from the leave donor(s). However, no employee shall be granted more than 40 hours of personal leave donation during a School Year without written approval from the Superintendent. Leave donation is a courtesy to employees who have personal emergencies and should not be abused. A leave donor must complete a leave donation form and submit to the Human Resources Director for approval. Any donated personal emergency leave not used for the purposes approved or within the timeframe approved shall be returned to the donor.

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

3.55 ADMINISTRATIVE LEAVE

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

3.56 JURY LEAVE

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

3.57 SUN DANCE LEAVE

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

Employees wishing to apply for Sun Dance leave must submit to their supervisor a request for four days at least two weeks in advance. The supervisor and employee will

determine that the duties of the employee will be fulfilled, and that notification has been made in sufficient time for those duties to be fulfilled.

3.58 SICK LEAVE

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

Sick Leave Bank

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

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

3.59 MATERNITY/PATERNITY LEAVE

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

3.60 FAMILY CARE LEAVE

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

Ref: Family and Medical Leave Act of 1993.

3.61 MILITARY LEAVE

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

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

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

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

3.62 BEREAVEMENT LEAVE

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

3.63 PERSONAL LEAVE

Personal leave is provided to those personnel who do not accrue annual or sick leave. The amount of personal leave shall be determined by the particular job classification. This

leave can be carried over, or at the election of the employee, any of this leave that is unused may be paid out at their daily rate in one lump sum payment to be issued within thirty (30) calendar days of the end of their current contract, contingent on the availability of funds.

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

3.64 ANNUAL LEAVE

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

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

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

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

3.65 EDUCATIONAL LEAVE

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

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

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

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

3.66 VACATION LEAVE

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

3.67 SUBSTITUTE EMPLOYEES

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

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

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

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

3.68 HOLIDAYS

Personnel shall be provided paid holidays, which may 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, Independence Day, Battle of Little Big Horn Day, Memorial Day, and Juneteenth.

Paid Holidays shall be listed on the School Calendar approved by the School Board. If the holiday falls on a Saturday, the Friday before will be taken as a holiday. If the holiday falls on a Sunday, the Monday after will be taken as a holiday. Only those holidays that fall within the time frame of the employment contract will be considered paid holidays.

3.69 PROFESSIONAL PUBLISHING

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

1. The names of persons who participated in preparation of the material;

2. The percentage of duty time spent by these persons during preparation;

3. A statement as to whether royalties would be waived in any purchases of the material which might be made by the school.

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

3.70 CODE OF ETHICS

1. Obligations to Students. In fulfilling their obligations to the students, educators, professional staff and support personnel shall, where applicable:

    a. Not without just cause restrain students from independent action in their pursuit of learning, and shall not without just cause deny to the students access to varying points of view.

    b. Not deliberately suppress or distort subject matter for which they bear responsibility.

    c. Make reasonable effort to maintain adequate discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, health and safety.

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

    e. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family social or cultural background exclude any student from participation in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.

    f. Not use professional relationships with students for private advantage.

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

h. Not tutor for remuneration students assigned to their classes unless no other qualified educator is reasonably available.

i. Shall maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.

2. Obligations to the Public. In fulfilling their obligations to the public, educators shall:

a. Not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal and institutional or organizational views.

b. Not knowingly distort or misrepresent the facts concerning educational matters in direct, and indirect public expressions.

c. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

d. Not use institutional privileges for private gain or to promote political candidates or partisan political activities.

e. Accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

3. Obligations to the profession. In fulfilling their obligations to the profession, educators shall:

a. Not interfere with the free participation of colleagues in the affairs of their associations.

b. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

c. Not use coercive means or promise special treatment in order to influence professional decision of colleagues.

d. Withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.

e. Not misrepresent their professional qualifications.

f. Not knowingly distort assessment of colleagues.

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

4. Obligations to Professional Employment Practice. In fulfilling their obligation to professional employment practices, educators shall:

a. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.

b. Apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.

c. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment of conditions of employment.

d. Give prompt notice to the employing agency of any change in availability of service; and the employing agency of any change in availability or nature of a position.

e. Adhere to the terms of a contract or appointment unless the contract has been legally terminated, legally voided or substantially altered, without prior consultation with the affected parties.

f. Conduct professional business through channels that have been developed and approved by the employing agency, when available.

g. Not delegate assigned professional responsibilities to unqualified personnel.

h. Permit no commercial exploitation of their professional position.

3.71 PERSONAL APPEARANCE

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

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

3.72 TOBACCO/VAPING USE

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

3.73 ALCOHOL & DRUG TESTING

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

1. Statement

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

2. Policy

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

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

a. Definitions of language used in the manual.

b. The identity of the person designated by the LWS Board to answer employee questions about the alcohol and drug-free program.

c. The categories of employees who are subject to the provisions of this policy.

d. Specific information concerning the behavior that is prohibited by this policy.

e. The specific circumstances under which a covered employee will be tested for prohibited alcohol and drugs under the provisions of this policy.

f. The procedures that will be used to test for the presence of alcohol and drugs, protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee.

g. The requirement that a covered employee submit to alcohol and drug testing administered in accordance with this part.

h. A description of the kind of behavior that constitutes a refusal to take an alcohol or drug test and a statement that such a refusal constitutes a verified positive test result.

i. The consequences for a covered employee who has a verified positive test result or refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from their safety sensitive function and be evaluated by a substance abuse professional.

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

Requirement to Disseminate Policy

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

Education and Training Programs

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

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

b. Training:

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

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

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

3. Definitions

The following definitions apply to this manual:

a. Adulterated Specimen means a specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

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

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

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

e. Alcohol confirmation test means a subsequent test using an EBT (evidentiary breath testing device); following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.

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

g. Board member means the Little Wound School Board.

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

i. Alcohol testing site means a place selected by

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

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

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

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

n. Confirmation (or confirmatory) test. In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principal from that of the screening test in order to ensure reliability and accuracy.

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

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

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

p. Controlled Substance means any drug or substance, or its immediate precursor, included in schedule I, II, III, IV, or V of part B of 21 U.S.C. Chapter 13, Subchapter I as set forth in 21 C.F.R. §§1308.11 - 1308.15. The term does not include distilled spirits, wine, malt beverages, or tobacco, as those terms are defined or used in subtitle E of the Internal Revenue Code of 1986. It does include, but is not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

q. Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident/incident in 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.

ii. Exclusions.

- Damage which can be remedied temporarily at the scene of the accident/incident without special tools or parts.
- Tire disablement without other damage even if no spare tire is available.
- Headlamp or taillight damage.
- Damage to turn signals, horn, or windshield wipers which makes them inoperative.

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

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

t. Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Little Wound School's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with their medical history and any other relevant biomedical information. The Medical Review Officer shall have the authority to make determinations of whether an employee positive test result is consistent with use of a medically prescribed controlled substance at dosages that were medically prescribed, in which case an employee will not be considered to have a positive test result.

u. Performing (a safety-sensitive function) means an employee is considered to be performing a safety-sensitive function and includes any period in which the

employee is actually performing, ready to perform, or immediately available to perform such functions.

v. Prohibited drug means any controlled substance, including but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP) and four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone) for which the employee or job applicant does not have a valid medical prescription. Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®. Medical use of marijuana is prohibited regardless of whether an employee has a medical marijuana card issued by a Tribe or State government.

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

x. Safety-sensitive function means any of the following duties:

i. Operating a vehicle;
ii. Operating a vehicle, when required to be operated by a holder of a Commercial Driver's License; iii. Controlling dispatch or movement of avehicle;
iv. Maintaining a vehicle or equipment used in service;
v. Carrying a firearm for security purposes; or
vi. Performing a function, which potentially impacts the life, health, or safety of another person.

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

z. Substituted Specimen means a specimen not consistent with a normal human specimen collected on site at the time of the scheduled test as defined under the United States Department of Transportation regulation at 49 C.F.R. §40.88 (when the creatinine concentration is less than 2 mg/dL and the specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200 on both the initial and confirmatory creatinine tests and on both the initial and confirmatory specific gravity tests on two separate aliquots).

aa. Substance abuse professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social

worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of an clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

bb. Vehicle means a bus, van, or automobile.

cc. 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.

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

4. Persons Who Are Subject to Testing

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

a. All employees of the Little Wound School.

b. Any part-time, substitute, temporary employee and volunteers of Little Wound School if said employee or volunteer participates in school functions for more than two (2) weeks or that individual is not supervised by a School employee at all times, or supervises students overnight.

c. Any contractor or other non-employee through a MOU or other agreement with the School who has care, custody or control of students or contact with students that is not supervised by a School employee at all times.

d. Any applicant selected for employment at Little Wound School.

e. Casual or occasional driver, leased and independent drivers whether leased or directly employed by Little Wound School.

f. All Little Wound School Board members (prior to election only or under Section 1.10(11)). Board members may be subject to Reasonable Suspicion Testing in accordance with this Policy.

5. Prohibited Substances

Substances that are prohibited and for which tests will be conducted are marijuana, cocaine, amphetamines, phencyclidine (PCP), and four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone). Some

common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

Testing for alcohol will also be conducted.

6. Testing Categories

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

7. Prohibitions

a. On-duty use.

The LWS shall prohibit an employee from using prohibited alcohol and drugs while performing safety-sensitive functions. A supervisor having actual knowledge that an employee is using prohibited alcohol and drugs while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions. No employee may use or be under the influence of any Controlled Substance under the Controlled Substances Act while performing safety-sensitive functions, whether or not the employee has a prescription.

b. Pre-duty use.

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

Employees or applicants who are prescribed a controlled substance by a medical professional are required to report such information to the LWS Human Resources Department. Medical use of marijuana is prohibited regardless of whether an employee has a medical marijuana card issued by a Tribe or State government. LWS reserves the right to limit employee performance of safety sensitive functions by any employee who is taking any controlled substance for medical reasons when LWS determines that such prescriptions impair the employees ability to safely and effectively perform job functions. LWS will make every effort to provide its employees with reasonable accommodations, when appropriate, that permit the employee to continue to perform their essential job functions. LWS may require an employee to provide documentation demonstrating they are not using or under the influence of a prescribed controlled substance while performing duties.

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

- An on-call employee shall have the opportunity to acknowledge the use of alcohol or drugs at the time the employee is called to report to duty and the inability to perform their safety sensitive function.

- If the employee has acknowledged the use of alcohol or drugs, but claims ability to perform their safety sensitive function, the employee shall take an alcohol and/or drug test before performing a safetysensitive function.

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

8. Types of Testing

a. Pre-employment testing.

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

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

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

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

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

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

b. Reasonable Suspicion testing.

i. The LWS shall conduct testing when a supervisor has reasonable suspicion to believe that the employee has used prohibited alcohol or drugs.

ii. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations must be made by a supervisor who is trained in detecting the signs and symptoms of alcohol or drug use. A reasonable suspicion may be based upon, but is not limited to, a supervisor's assessment/observation of the employee's decline in work performance, excessive employee tardiness and/or absenteeism, or an obvious decline in employee's personal appearance or character.

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

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

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

c. Post-accident/incident testing.

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

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

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

i. The driver received a citation for a moving traffic violation arising from the accident/incident.

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

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

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

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

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

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

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

d. Random testing.

i. The minimum annual percentage rate for random drug testing shall be 50 percent and 50 percent for alcohol. There shall be a separate random pool for each of the following:

- regular employees
- bus drivers and CDL drivers

- temporary and part-time employees may be included in random testing

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

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

iv. The LWS shall ensure that random tests conducted under this part are unannounced and that the dates for administering random tests are spread reasonably throughout the calendar year.

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

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

- Random selection list is received by the program manager or designated person;
- Notification letters are prepared by the program manager or designated person and identifies where to report, date and time of reporting for testing.
- Notification letters are delivered by the program manager or designated person.
- Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
- Upon reporting to collection site, employee signs notification letter verifying that they reported to the collection site.

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

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

viii. A refusal to submit to testing, failure to report to collection site within fifteen minutes of the scheduled testing time listed on the notice of test, or

adulterated or substituted urine specimen will be considered a positive result.

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

e. Return to duty testing.

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

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

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

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

- A substance abuse professional may recommend that the employee be subject to a return to duty breath alcohol test with a result indicating a breath alcohol concentration of less than 0.00, to be conducted in accordance with these procedures.

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

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

f. Follow-up testing.

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

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

ii. Following a determination that an employee is in need of assistance in resolving problems associated with drug or alcohol use, the LWS shall ensure that the employee is subject to unannounced follow-up testing as directed by a substance abuse professional in accordance with the provisions of this policy. A refusal to submit to testing, or failure to report to the collection site after being notified, or adulterated or substituted urine specimen will be considered a positive result.

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

- Follow-up notice of testing is received by the program manager or designated person.
- Employee notification letter is prepared by the program manager or designated person and identifies where to report, date and time of reporting for testing.
- Notification letter is delivered by the program manager or designated person.
- Employee verifies that notification was received by signing receipt of deliverance identifying date and time received.
- Upon reporting to the collection site, the employee signs a notification letter verifying that they reported to the collection site.
- The employee is responsible for alcohol and drug testing costs included in this section.

9. Testing Procedures

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

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

<u>Drug testing:</u>

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

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

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

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

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

f. A Medical Review Officer (MRO) will contact the donor if there is a positive result to verify the result and to determine if donor is under any prescription that might be detected in the specimen. In all cases where the donor provides a prescription to the MRO, the MRO will report whether the test result is consistent with the prescription on file. If the sample is not consistent with the prescription, the test result will be recorded as a positive test result with a notation from the MRO regarding the prescription.

g. If the MRO does not receive a prescription or is unable to contact the donor within ten (10) days of the date of the test result, the test result will be records as a positive test result and the MRO will place a notation of the reason for the determination on the Test Report or by separate document transmitted to the LWS Human Resources Officer.

h. The Medical Review Officer will provide the donor with the option of testing the remaining split specimen at a lab of their choice and at their own expense within ten (10) days of the test result date.

Alcohol Testing:

a. Breath is tested for alcohol.

b. Test is conducted by a certified Breath Alcohol Technician (BAT).

c. Tests uses an approved Evidential Breath Testing (EBT) device.

d. The initial test must give a BAC result of 0.00 or a retest (confirmation) test must be done following a 15-minute wait.

e. If the confirmation reveals a BAC of greater than 0.00, the employee is in violation of the policy.

10. Consequences for Violations

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

a. Action when employee has a verified positive test result.

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

- Employee shall be placed on administrative leave status not to exceed five (5) days, for the period of evaluation and rehabilitation. An employee shall not delay participating in an assessment. Such assessments shall take place no later than one week after receiving notice of positive. The employee shall use their personal leave or leave without pay after five days of administrative leave.

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

iii. Adulterated/Substituted Specimens: All specimen testing will include testing for adulterated or substituted specimens. If an employee's specimen is determined by the Medical Review Officer (MRO) of the laboratory to be an adulterated or substituted specimen, it will automatically be considered a positive test. An adulterated or substituted specimen is considered premeditated and intentional action to deceive the employer. Therefore, any positive test resulting from an adulterated or substituted specimen will result in immediate termination of employment.

b. Referral, assessment, and treatment.

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

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

i. Assessment and rehabilitation may be provided by the LWS, by a substance abuse professional under contract with the LWS, or by a substance abuse professional not affiliated with the LWS. The choice of substance abuse professional and assignment of costs shall be made in accordance with LWS employee agreements and LWS Board policies.

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

- A public agency, such as a tribal, state, county, or municipality;
- The LWS or a person under contract to provide treatment for prohibited alcohol or drug use problems on behalf of the LWS.
- The sole source of therapeutically appropriate treatment under the employee's health insurance program; or
- The sole source of therapeutically appropriate treatment reasonably accessible to the employee.

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

c. Other alcohol-related conduct.

i. The LWS shall not permit an employee tested under the provisions of this policy who is found to have an alcohol concentration greater than 0.00 to perform or continue to perform safety-sensitive functions, until:

- The employee's alcohol concentration measures 0.00; or

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

Except as provided in paragraph (a) above, the LWS shall not take any action under this policy against an employee based solely on test results, showing an alcohol concentration of 0.00. This does not prohibit the LWS from taking any action otherwise consistent with law and LWS policies and procedures.

d. Termination.

An employee who refuses to participate in a rehabilitation referral, participate in the recommendations of the substance abuse professional or fails

to successfully complete a required rehabilitation program will be terminated by the Little Wound School Board.

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

i. As soon as is practicable, after receiving notice that a temporary, substitute, part-time, applicant, volunteer, or contractor, or individual who has care, custody or control of students through a MOU or other agreement with the School has a verified positive test result, or refuse to submit to a test, the LWS shall terminate such individual immediately from any further service to LWS.

e. Temporary, substitute, part-time, applicants, volunteers, contractors and other nonemployees.

i. The temporary, substitute, part-time, applicant, volunteer, contractor, or other non-employee who has care, custody or control of students through a MOU or other agreement with the School shall not be permitted to provide services to the Little Wound School for one year from the date of the verified positive test result.

Substance Abuse Professional

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

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

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

11. Grievance

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

12. Administrative Requirements

a. Retention of records.

i. General requirement. The LWS shall maintain records of its alcohol free program and shall be maintained in a secure location with controlled access.

ii. Period of retention. In determining compliance with the retention period requirement, each record shall be maintained for the specified period of time, measured from the date of the document's or data's creation. The LWS shall maintain the records in accordance with the appropriate regulatory requirements.

b. Access to facilities and records.

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

ii. Any and all documents pertaining to an employee or school board member's alcohol and/or drug tests are property of Little Wound School and shall not be made available to anyone other than designated employees of Little Wound School.

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

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

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

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

vii. The LWS may disclose information required to be maintained under this policy pertaining to an employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol test administered under this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

viii. The LWS shall release information regarding an employee's record as directed by the specific, written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

ix. Little Wound School Alcohol and Drug Testing Program shall collect alcohol and drug specimens on Little Wound School employees and school board members and those organizations that have a Memorandum of Agreement (MOA) with Little Wound School for such services.

3.74 GAMBLING

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

1. All activity associated with gambling must be done outside of school time which includes any development of forms, chances, selling, soliciting, or collecting money.

2. Employees who use students or school sponsored activities for personal monetary gain are prohibited.

3. Betting on or developing a sports pool is your own personal business and shall not be allowed during school hours.

4. Supporting games or activities that generate money for classes or student projects is an allowable employee activity, as long as it is in compliance with federal laws and regulations.

5. People not employed by the school should not sell chances, spots, slots, etc. to school employees during the working day.

3.75 EMPLOYEE USE OF SOCIAL MEDIA

1. Purpose

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

This policy addresses employees' use of publicly available social media networks including: personal Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media. The School takes no

position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during school time or on school equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or school policies.

2. General Statement

The School recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the School may provide password-protected social media tools and School-approved technologies for elearning and encourages use of School tools for collaboration by employees. However, public social media networks, outside of those sponsored by the School, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the building Principal, or designee, and parental consent for student participation on social networks. The School may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

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

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

3. Definitions

a. *Public social media networks* are defined to include: Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public or consumers and which do not fall within the School's electronic technologies network (e.g. Facebook, Twitter, LinkedIn, Flickr, YouTube, blog sites, etc.).

b. *School approved password-protected social media tools* are those that fall within the School's electronic technologies network or which the School has approved for educational use. The School has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

4. Requirements

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

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

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.

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

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

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

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

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

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

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

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

b. The School recognizes that student groups or members of the public may create social media representing students or groups within the School. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the School. Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online.

c. Employees who participate in social media networks may decide to include information about their work with the School as part of their personal profile, as it would relate to a typical social conversation. This may include:

   i. Work information included in a personal profile, to include School name, job title, and job duties.

   ii. Status updates regarding an employee's own job promotion.

   iii. Personal participation in School-sponsored events, including volunteer activities.

d. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

e. Anything posted on an employee's Web site or Web log or other Internet content for which the employee is responsible will be subject to all School policies, rules, regulations, and guidelines.

3.76 CHAIN OF COMMUNICATION

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

3.77 USE OF SCHOOL COMPUTERS

Employees who are assigned school computers for school business shall:

1. Conduct all school business on school computers unless use of a personal computer is approved by the Superintendent. If authorization has been approved by the Superintendent, all information stored on a personal computer shall be the property

of LWS and shall be stored on the LWS server or cloud based system. No school files shall be stored on personal computers.

2. Only regular school employees shall be issued an account to access the school network and an email account. School visitors will be provided access upon request from appropriate administrator.

3. School email shall be used for all school related business and communications. *See also* Section 7.76—Staff Access to Electronic Mail.

3.78 WORKPLACE BULLYING AND HARRASSMENT

Purpose:

Any threatening, menacing, abusive, or disorderly conduct toward staff is against the law and will not be tolerated. Little Wound School is committed to providing a safe working environment for all employees, volunteers, and community members that is free from harassment, intimidation, or bullying. Sex-based harassment policy and procedures are set forth in *Section 8 – Title IX Nondiscrimination Policy*.

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

Definition:

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

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

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

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

Objectives::

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

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

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

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

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

3.79 TAOPI CIKALA ITACAN TA ANPETU - CHIEF LITTLE WOUND DAY

The Board believes that honoring and commemorating the life of Chief Little Wound should be given. Chief Little Wound was born on August 10, 1830 therefore the school Superintendent will observe and celebrate on or about August 10th of each year throughout the K-12 school.

These observances may be in the form of school assemblies, displays, cultural training, promoting the use of the Lakota Language, or in other instances ensuring it is part of the student's classroom work or activity.

The board directs the administration to develop specific activities within each department to convey the meaning and significance of this day.

The following guideline shall govern the observance of this day

1. Should the day fall on a weekend the Monday after will be declared as a day of celebration.
2. A school assembly will be held with students/staff opening the day with Chief Little Wound ta olowan-song and explanation of Chief Little Wound impact on Education, leadership while maintaining the Lakota language and cultural teachings.
3. Principals and leadership will plan activities for each classroom.

3.80 PROHIBITION OF SMART GLASSES BY STAFF

1. Purpose

To protect student privacy, maintain a secure learning environment, and prevent unauthorized recording or data collection.

2. Policy Statement

School staff are prohibited from wearing or using smart glasses (including any eyewear capable of recording audio, video, or transmitting data) while on duty, on school premises, or during any school-sponsored activity.

3. Scope

This policy applies to all employees, contractors, volunteers, and student teachers working within the school or representing the school in any capacity.

4. Definitions

Smart glasses include any wearable eyewear equipped with cameras, microphones, internet connectivity, or augmented reality features capable of capturing, storing, or transmitting information.

5. Exceptions

Exceptions may be granted only with prior written approval from school administration for legitimate educational or accessibility purposes pursuant to an approved Reasonable Accommodation (RA). Approved use must comply with all student privacy laws and district policies.

6. Responsibilities

- Staff must not use or wear smart glasses during work hours or on school grounds.
- Administrators are responsible for enforcing this policy and reviewing exception requests.

7. Violations

Failure to comply may result in disciplinary action, up to and including termination, in accordance with School policies and procedures.

SECTION 4 - STUDENTS

4.01 STUDENT GOALS AND OBJECTIVES

4.02 EQUAL EDUCATIONAL OPPORTUNITIES

4.03 COMPULSORY SCHOOL ATTENDANCE

4.04 ENTRANCE AGE

4.05 SCHOOL ADMISSIONS

4.06 NON-RESIDENT STUDENTS

4.07 ASSIGNMENT TO CLASS(ES)

4.08 TRANSFER AND WITHDRAWAL

4.09 ELIGIBILITY FOR EXTRA-CURRICULAR ACTIVITIES

4.10 STUDENT ABSENCES AND EXCUSES

4.11 SKIPPING CLASS(ES)

4.12 PASSAGE

4.13 TRUANCY

4.14 STUDENT RIGHTS AND RESPONSIBILITIES

4.15 DUE PROCESS

4.16 GENERAL HEARING PROCEDURES, EXCEPT FOR EXPULSION

4.17 INVESTIGATIONS AND SEARCHES

4.18 STUDENT INVOLVEMENT IN DECISION MAKING

4.19 STUDENT CONDUCT/DISCIPLINE EXPECTATIONS

4.20 EXPULSION OF STUDENTS

4.21 IN-SCHOOL SUSPENSIONS

4.22 HOMEBOUND STUDY

4.23 TOBACCO USE

4.24 DRESS CODE

4.25 COMPLAINTS AND GRIEVANCES

4.26 DEMONSTRATIONS AND STRIKES

4.27 CORPORAL PUNISHMENT

4.27a RESTRAINT AND SECLUSION

4.27b CHILD PROTECTION AND MANDATORY REPORTING

4.28 DETENTION OF STUDENTS

4.29 EXPULSION OF STUDENTS

4.30 PHYSICAL EXAMINATIONS

4.31 INOCULATIONS

4.32 COMMUNICABLE DISEASES

4.33 STUDENT HEALTH SERVICE - MEDICATION

4.34 STUDENT HEALTH SERVICE - ACCIDENTS

4.35 STUDENT SAFETY/SUPERVISION

4.36 EMERGENCY DRILLS

4.37 DISMISSAL PRECAUTIONS

4.38 CUSTODY

4.39 STUDENT SAFETY PATROLS

4.40 BICYCLE USE

4.41 AUTOMOBILE/MOTORCYCLE/ATV USE

4.42 STUDENT ORGANIZATIONS

4.43a STUDENT COUNCIL

4.43b STUDENT COUNCIL REPORTING TO SCH OOL BOARD

4.44 STUDENT SOCIAL EVENTS

4.45 STUDENT PERFORMANCES

4.46 STUDENT VOLUNTEERS

4.47 EMPLOYMENT OF STUDENTS

4.48 SOLICITATIONS

4.49 STUDENT/COMMUNITY RELATIONS

4.50 PREGNANT/MARRIED/UNWED STUDENTS

4.51 DROP OUTS

4.52 EXCHANGE STUDENTS

4.53 STUDENT RECORDS

4.53a STUDENT INFORMATION SYSTEM

4.54 SEXUAL HARASSMENT

4.55 TECHNOLOGY ACCEPTABLE USE - PLAGIARISM

4.56 (SECTION 504)

4.57 SPECIAL EDUCATION (IDEA 2004)

4.58 OBTAINING/DISCLOSING CONFIDENTIAL INFORMATION REGARDING

STUDENTS

4.59 STUDENT ALCOHOL AND DRUG TESTING
4.60 STUDENT CHAPERONES

4.61 K-9 (POLICE DOG) SEARCHES

4.62 PERSONAL ELECTRONIC DEVICE

4.63 ALTERNATIVE SCHOOL EDUCATION

4.64 BACKPACKS

4.65 EDUCATION OF HOMELESS CHILDREN (MCKINNEY VENTO)

4.66 EDUCATION OF STUDENTS IN FOSTER CARE

APPENDIX 4-A: Minimal Facts Interview Form

APPENDIX 4-B: LWS Child Abuse Neglect Reporting Form

APPENDIX 4-C: LWS Employee Non-Physical Incident Report Form

4.01 STUDENT GOALS AND OBJECTIVES

The 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.

4.02 EQUAL EDUCATIONAL OPPORTUNITIES

Every student will have equal educational opportunities and access to all school activities, opportunities and support services in a non-judgmental environment regardless of personal relationships, sexual or gender orientation, race, color, gender, physical appearance, spirituality, religion, national origin, or disability.

Little Wound School works to create a safe, supportive, and nondiscriminatory learning environment for all Little Wound School students, including Two Spirit and LGBTQ+ students. Little Wound School students and staff will respect the right of every student to self-identify as he/she/they. Little Wound School Administration will develop a bathroom facilities use plan for any Two Spirit and/or LGBTQ+ student that ensures bathroom facility access based on gender when requested by the student or their parent/guardian.

4.03 COMPULSORY SCHOOL ATTENDANCE

A. Oglala Sioux Tribe Compulsory Attendance Laws. The School shall adhere to Oglala Sioux tribe ("OST") compulsory school attendance law, which requires every child not exceeding the age of 18 years to be enrolled in a school system, unless otherwise prescribed by law. Under the OST laws, a child must be enrolled in a school system, not necessarily Little Wound School, if such child has been dropped or expelled.

B. School Responsibilities to Comply with Oglala Sioux Tribe Compulsory Attendance Laws. Under OST laws, the School has responsibilities it must undertake in order to comply with this law. The School is responsible for informing people in control of children the requirements of the attendance laws. Oglala Sioux Tribe Law and Order Code, Chapter 26, Education Code, as amended by Ordinance No. 23-15, Sections 500.09-02, 600.10, and 900.40. The School is also required to report truancy to OST authorities responsible for enforcing compulsory attendance law. All School employees are required to cooperate in the enforcement of the OST compulsory attendance laws.

C. The LWS Plan to Improve School Attendance.
The School is committed to providing support for its students and families served by the School that will foster school attendance. The School will annually update its School Attendance Plan. Current actions under the School Attendance Plan include:

1. The Little Wound School Wellness Task Force and the OST Department of Public Safety ("OSTDPS") will work together through a Memorandum of Understanding to improve attendance.

   Under the MOU between LWS and the OSTDPS, LWS, LWS Project AWARE, and the OSTDPS will collaborate as members of the Wellness Task Force, to work together to improve student school attendance and to provide resources to students, including specifically students in crisis, through the Project AWARE 24/7 Emergency On-call and the OSTDPS Dispatch system.

2. Little Wound School has designated staff leadership and LWS Wellness Task Force to establish written agreements with community partners to improve student attendance and truancy response. Project AWARE organizes Trauma-Informed School Model activities, trainings, and support services for students, staff, and parents of LWS. The Little Wound School Wellness Task Force works to improve and increase access to mental health services for students and families. The schoolbased program works to change policy, systems, and the school environment to promote mental and emotional well-being.

3. The above goals will be accomplished by undertaking the following activities:

   1. Attend monthly Task Force meetings to the best of partner's ability.
   2. Presentations of information on services provided by Project AWARE.
   3. Presentations of information on services provided by Oglala Sioux Tribe Department of Public Safety.
   4. Participation in trainings offered by partners, when available.
   5. Discuss areas needed for improvement in service provision.
   6. Collaborate and understand the Lakota Healing Informed/Trauma Informed School model to become better relatives to students.
   7. Refer students and families for counseling services, respecting confidentiality and student privacy.
   8. Share advertising for Wellness Task Force partners' cultural and educational opportunities for youth, staff, and families.
   9. Refer parents to parenting support groups.
   10. Refer students to counselors.
   11. LWS will adhere to this policy.

D. LWS Attendance Policies

In accordance with the State of South Dakota school accreditation standards and the Oglala Sioux Tribe compulsory school attendance laws, Little Wound School has 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. Each school will identify the number of class periods annually.

2. In the event of a nationally declared emergency or pandemic, the School Board reserves the right to temporarily suspend or modify School attendance policies.

3. If any child has been expelled or is no longer enrolled at Little Wound School, then the Little Wound School has no obligation to readmit the child, even if the child has been ordered back to school pursuant to a court order.

4. The School will comply with the Individuals with Disabilities Education Act in all attendance issues that involve a student with disabilities. (ref. IDEA)

5. Chronic Absenteeism is defined as those students missing 10% or more of school days within a single school year.

6. Absent Excused

Upon receipt of a signed written request or phone, email, or text notification from the parents/guardian, the respective Principal or designee may grant the student an excused absence from school or class for:

1. 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.
2. Death of a member of the immediate family.
3. Healthcare provider or dental appointment that cannot be met during nonschool time (requires a provider's statement verifying student being seen on the date of absence).
4. Emergency road conditions that would endanger the safety of students transported to school;
5. Other justifiable reasons authorized and approved by the respective Principal or their designee.
6. Incarcerated Students – Excused Absences
   Incarceration shall be considered an excused absence when verified through appropriate documentation or communication from a parent, guardian, or legal authority. The school recognizes that students may become involved in the juvenile or legal system and will respond with a supportive and educational approach. During such periods, the student's absence will be documented as excused under the "other justifiable reasons" clause, provided it is authorized and approved by the Principal or their designee. Efforts will be made to maintain communication with the student and family, and to coordinate educational services, including consideration of homebound instruction or reentry planning as appropriate.

7. 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 designee 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
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, or other approved plan

8. Absent Unexcused

An Absent Unexcused is an absence from daily attendance that has not been excused and is not exempt.

9. The Consequences for unexcused absences are listed below:

A one-day absence is equal to the number of periods that attendance is taken per day. Each school will identify the number of class periods annually. OSTDPS may refer LWS students for counseling through Project AWARE and/or LWS Counseling programs. A 24/7 Emergency on-call system supports Little Wound School students, staff and families in crisis. It is available to receive referrals at 605-454-4187.

Ten (10) tardies shall be equal to one day of absence.

1. One (1) missed day Absent Unexcused
   a. The school will send an electronic and voice message out to the parent/guardian using the parent/guardian contact information provided to the school.

2. Three (3) missed days Absent Unexcused
   a. A staff member of the school or liaison will make an attempt to contact the parent/guardian. (face to face and letter)
   b. Required Parent/Guardian meeting with the Dean and/or counselor to discuss student's attendance, review school policy on attendance and sign attendance agreement. If the meeting is missed, school will attempt to reschedule, and then proceed to the next step.
   c. Parent/Guardian receives a copy of the OST Compulsory School Attendance Code and Truancy Provisions.
   d. Administrator/Counselor may assign appropriate interventions including, but not limited to, a home visit by the school liaison or official.
   e. A referral will be made to the OST Child Protection Services (CPS) and/or OST Department of Public Safety (DPS) as a Mandatory Report in accordance with Tribal and federal law.

3. Any student whose overall attendance falls below 70% and/or 5 days Absent Unexcused per quarter without an approved documented excuse or exemption will be dropped automatically.
    a. A letter will be sent informing the parent/guardian of their student being dropped from the attendance rolls for excessive absenteeism.
    b. Copies will be sent to the Tribal Prosecutor and any other appropriate agencies.
    c. If a student's records or transcripts are not requested within seven (7) calendar days of the student being dropped from enrollment, LWS will send a notification to the OST Education Agency.

4. Consecutive Days and Total Days Absent: Any student missing ten (10) consecutive days, or ten total (10) unexcused absences, of school without good cause will be automatically dropped from the rolls of the school for the balance of the semester.

5. After ten (10) total unexcused absences, and after all administrative remedies are exhausted, LWS staff will complete and submit the Student Truancy Referral Form and submit it to the Office of the Attorney General: OST Attorney General's Office. PO Box 1995, Pine Ridge, SD 57770 605.867.5141 ext. 5108. With this referral form, LWS staff must answer the reason for referral, attach supporting documentation and explain the exhaustion of administrative remedies. Staff will report to OSTDPS to perform a welfare check on the student.

6. OSTDPS may refer LWS students for counseling through the LWS Wellness Task Force. A 24/7 Emergency on-call system supports Little Wound School students, staff and families in crisis. It is available to receive referrals at 605454-4187.

10. Maintaining an accurate record of student attendance is vital to the implementation of this policy. Therefore, teachers who fail to consistently enter their attendance on a daily basis may be subject to discipline up to and including termination.

11. Reinstatement Policy: A student who has been dropped for absenteeism may be reinstated if the following criteria are met:

    1. Parents/guardians request and attend a conference with the Dean of Students within three days after receiving notification of their student being dropped from school.

    2. Parents/guardians must show reasonable cause for the student's absenteeism. Student may re-enroll with approval by the principal.

    3. At the time of the dismissal, the student must have passing grades in all subjects.

4. 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.

5. There are no appeals for dismissal resulting from breaking the terms of the attendance contract. Student will be eligible to re-enroll in the sole discretion of the Superintendent.

12. Tutoring: Students may receive tutoring in areas of study that may be having problems. This program is designed to improve student's study habits.

13. Intervention: Strategies to improve student attendance and behavior may be made available to students. (i.e., group counseling)

14. After School Program: The Little Wound High School's After School Programs designed to improve attendance, study skills and student behavior.

4.04 ENTRANCE AGE

In accordance with the applicable State of South Dakota school accreditation standards, the Oglala Sioux Tribal Education Code, BIE Standards, and School Policies, children five years of age on or before September 1st of the ensuing school term will be eligible to enroll in Transitional Kindergarten at the school, unless an opt-out plan has been approved, in which case a student who is eligible for Transitional Kindergarten may enroll directly in Kindergarten. Students may enroll in first grade if they have completed Kindergarten or demonstrate near Kindergarten proficiency.

4.05 SCHOOL ADMISSIONS

Students may enroll at the appropriate educational level during the school term under the following conditions:

1. Students must present appropriate verification of educational level participated in if previously enrolled in another educational system.

2. 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.
3. Prior to admittance, students and their parent(s) must furnish a completed registration checklist to the school with:

- Health Forms, including updated immunization records
- Tribal Enrollment CDIB
- Birth Certificate
- Proof of guardianship or legal custody, if not one of the natural parents - School transcripts required for transferring students

The student must reside within Little Wound School service area (Pine Ridge Indian Reservation) (K-8). Parents may petition the LWS Board for admittance for their children who reside outside the service areas, with the exception of students who have had prior approval by the board to remain in continuous enrollment status. The LWS Board will take into consideration class sizes, transportation needs, and other factors when making final decisions.

Late Enrollments:

1. Students seeking enrollment more than two calendar weeks after the beginning of each semester shall not be admitted until the following semester, except under the following circumstances:

   a. Transfer from outside the Pine Ridge Indian Reservation with passing grades.

2. The superintendent shall make the final decision on all late enrollment requests.

Other enrollment considerations:

1. Any student who has not completed graduation requirements in the school year of their 19th birthday must petition the Board for re-admittance and may do so only one (1) time, unless the student is a special education enrollee, by the August Budget Board meeting for the Fall Semester and by the December Budget Board meeting for the Spring Semester for approval for the current school year. The School Board shall consider the number of credits the student has prior to admittance.

2. Students who have reached their 21st birthday will not be admitted to the Little Wound School system.

3. New Students who have reached 16 will not be admitted to the Middle school general education system. They will be referred to the alternative education program.

4. Re-enrollment after being dropped is at the discretion of the Superintendent in consultation with the school principal, the academic counselor, and the Dean of Students.

These provisions may be modified pursuant to an IEP or a Section 504 plan, or when required by applicable education laws, including the Individuals with Disabilities Education Assistance Act.

4.06 NON-RESIDENT STUDENTS

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), who must be a resident or residents of the district.

4.07 ASSIGNMENT TO CLASS(ES)

In order to ensure student assignment to the class level best suited to the student's needs, placement shall be at the discretion of the respective Principal working in cooperation with academic 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.

4.08 TRANSFER AND WITHDRAWAL

Students may transfer to another school at the request and authorization of the parent(s). Students transferring into LWS High School shall have had passing grades at their previous school in order to be allowed to transfer to LWS High School.

Counselors, or other designated personnel, are responsible for providing documentation on students who withdraw.

1. The reason(s) for the withdrawal.
2. The efforts and resources utilized to prevent the withdrawal.
3. The outcome or location of the student.

The respective Principal will review the information prior to filing it for future reference and documentation.

4.09 ELIGIBILITY FOR EXTRA-CURRICULAR ACTIVITIES

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 their eligibility.

High School students, alternative education students, and 7th & 8th students who participate in the SDHSAA sanctioned contests will comply with SDHSAA rules and regulations.

The Athletic Director shall be responsible for providing the most current rules and regulations to principals, coaches, students and parents.

1. To be eligible for participation in extra-curricular athletics/activities, students must meet the following SDHSAA eligibility criteria:

    a. You are under the age of 20. Age to be determined by birth date, not hour and minute.

    b. You have not attended more than 4 first semesters and 4 second semesters, or 12 trimesters, of school in grades 9 through 12. Enrollment and attendance in school or participation in one or more contests shall constitute a semester/trimester of eligibility. Once a student enrolls as a ninth grader, all semesters/trimesters must be consecutive unless waived as per Article VII, Section 3 (I), page 10 of the constitution.

    c. During the preceding semester/trimester you passed a minimum equivalent of four full time subjects for which you earned at least 2.0 units of high school credit that will be used in the issuance of a diploma.

    d. During the current semester/trimester you are enrolled in and attend a minimum equivalent of four full time subjects for which you will earn at least 2.0 units of high school credit that will be used in the issuance of a diploma.

    e. You have enrolled by the 16th school day of the current semester/trimester. Date of regular entry into classes is considered the date of enrollment.

    f. You have on file in the principal's office a signed physical examination, a parent & student consent form, consent for release of medical information form (HIPAA), and a concussion fact sheet for parents/athlete.

    g. You have not transferred from one high school to another without a corresponding change in the residence of your parents. (Exception made for students who transfer pursuant to the open enrollment Bylaw.)

    h. You have a copy of your transcript on file in the principal's office prior to competition.

    i. You have not been absent from school for more than ten (10) consecutive school days in a member school which operates a five (5) day school week or more

than eight (8) consecutive or cumulative (see SDHSAA compliance) days in a member school which operates a four (4) day school week. (Illness of the student or death in the immediate family excepted.)

j. During a high school sport season, you do not compete on an unattached basis as an individual or as a member of a non-school team.

k. You have not participated in an athletic contest under an assumed name.

l. You have not participated in athletics in any institution of learning of higher rank than a standard secondary school.

m. You have not violated your amateur standing.

n. You have not graduated from a regular four-year high school or institution of equivalent rank.

o. Credit recovery. Students who have been declared ineligible because of academic deficiencies from the previous semester/trimester may earn scholastic/academic eligibility by taking an academic course(s) via the options approved by the SD Department of Education. Examples include, but are not limited to, online courses, in-district credit recovery courses, alternative education settings, digital courses, etc. The principal must monitor the successful completion of the course(s) and reinstate eligibility only after the successful completion of 2 units of credit as per Chapter I, Part IV, Section 1, Subsection D., of the Bylaws.

2. In addition to the SDHSAA eligibility criteria:

Students must meet academic eligibility requirements established by the School. The Athletic Director is required to check student academic eligibility weekly. Students must be present on the day of the game to be eligible to participate. The Athletic Director shall create the Eligibility List for all students who will represent Little Wound School, and students must appear on the List prior to participating in any extra-curricular activity.

a. Any student who is suspended for disciplinary reasons shall be ineligible to participate in extracurricular activities throughout the duration of their suspension period.

b. Students may be in more than one activity if permission is first obtained from coach, advisor (sponsor), Athletic Director, Principal.

c. Students are responsible for any equipment or uniforms provided to them. 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.

d. Being ineligible to participate in an activity does not constitute ineligibility to practice.

e. All students shall sign interscholastic rules/team rules and comply with the rules.

3. Big Foot Conference

Students in grades 4 -8 will comply with the Big Foot Conference rules when participating in extracurricular activities.

4.10 STUDENT ABSENCES AND EXCUSES

In accordance with the State of South Dakota school accreditation standards and the Oglala Sioux Tribal mandatory school attendance ordinance, it is necessary that LWS adopt policies and procedures. In order that the LWS remain in compliance with both tribal and state standards for attendance, the LWS shall provide students and their parents/guardians established attendance procedures from the TK-12 student handbook at the beginning of each school year.

If applicable to Little Wound School, then the school will comply with the Individuals with Disabilities Education Act in all attendance issues that involves a student with disabilities. (ref. IDEA)

4.11 SKIPPING CLASS(ES)

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 school policy. (refer to policy 4.19)

4.12 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 the same procedures as outlined in policy subsection 4.11. Each building administrator shall set guidelines for issuance of passes.

All students must receive a class re-entry slip from the respective Principal or the Principal’s designee before being allowed back into the class after each tardy or absence.

Students who are late for school or class must have a justifiable reason for being tardy to be excused by the respective Principal or the Principal's designee. Ten (10) tardies will be equal to one day of absence. *See* Section 4.03.

Any student found off the Little Wound School campus during school hours shall be considered truant and subject to disciplinary action.

4.13 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 in school policy. Employees are responsible for identifying and reporting students who are truant to the respective Principal who shall implement the processes and resources to promote student enrollment and attendance set forth in Section 4.03, Compulsory School Attendance.

4.14 STUDENT 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 Little Wound School, students have agreed to abide by the rules and regulations which govern this institution. Students have and shall be afforded the following rights, however, the declaration of rights implies corresponding responsibilities that students must accept and not infringe upon the rights of others.

1. The student has the right to a subsidized and suitable education; and the responsibility to participate in all classes and to complete all course requirements.

2. The student has the right to freedom of religion and culture; and the responsibility to respect others religion and culture, age, sexual or gender orientation, experience, dignity, socioeconomic status, and association. Respect is a non-judgmental awareness of another human, accepting the person for who they are, offering support, compromise, honoring beliefs, and listening to what people have to say.

3. 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 procedures.

4. The student has the right to freedom of the press; and the responsibility not to libel, slander, to print obscenities or prejudicial material.

5. The student has the right to freedom of speech and expression, including buttons, length of hair; and the responsibility of appropriateness not to disrupt the educational process or endanger the health or safety of others in accordance with our Lakota Values. Students have the right to be heard by teachers, administration, and staff regardless of the student's ability, social status, body type, gender identity,

gender expression, religion, spirituality, language, pronouns, or sexual or gender orientation.

6. The student has the right to freedom from discrimination; and the responsibility not to discriminate against others.

7. The student has the right to peaceable assembly and to petition for the redress of grievances; and the responsibility to obey recognized rules and procedures developed by the school board and community.

8. The student has the right to due process; and the responsibility to become familiar with the policy and procedures of due process.

9. The student has the right to file a grievance; and the responsibility to stay informed of the proper methods and channels for complaints.

4.15 DUE PROCESS

Every student is entitled to due process in every instance of disciplinary action for alleged violation of school regulations.

4.16 DUE PROCESS RIGHTS TO APPEAL, EXCEPT FOR EXPULSIONS

The procedures below apply to all student disciplinary matters except for expulsions.

1. Meeting with the Principal

a. The student or their parent/guardian must request a meeting with the Principal within two (2) days of a disciplinary decision being issued.
   i. The request must be submitted in writing.

b. Prior to the meeting with the Principal, the student or their parent/guardian has the right to review the documentation related to the disciplinary decision.
   i. To obtain the documentation, the student or their parent/guardian must submit a request within one (1) day of requesting a meeting with the Principal.

c. The Principal will meet with the student and/or their parent/guardian within two (2) days of the request.

d. The Principal will issue a written decision within two (2) days of the meeting.

2. Appeal to the Superintendent

a. The student or their parent/guardian has the right to appeal to the Superintendent if dissatisfied with the Principal's decision.

b. The student or their parent/guardian must file a written appeal with the Superintendent within two (2) days of the issuance of the Principal's decision.

c. The Superintendent will meet with the student or their parent/guardian within two (2) days of receiving the written appeal.

d. The Superintendent will issue a written decision within two (2) days of the meeting.

e. The Superintendent's written decision is final. No further appeal rights are available under this policy.

4.17 INVESTIGATIONS AND SEARCHES

The School may notify parent(s) of any pending searches or interrogations of students by school officials, to permit their involvement, unless such search is necessary to 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, school desks and lockers and other equipment are 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. Therefore, daily pat down searches of students are prohibited, unless an emergency situation warrants such searches.

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 presence of controlled substances on school grounds in the past year and threats from weapons 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 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 undergo a search of their personal property and person prior to entry. Students and parents are notified with the adoption of this Policy that the School may conduct random search upon entry to the building to mitigate the serious and real risk posed by the presence of controlled substances in the school.

In order to maintain a safe and positive learning environment in the school, any student suspected of being intoxicated, under the influence of controlled substances or alcohol, and/or in possession of controlled substances, or contraband may be searched by school officials, including personal items such as bags, purses, etc. The school reserves the right to search students and/or their personal property when a school official, a teacher, or staff member has reasonable suspicion that the student has violated the law or school policy, 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, or there is reasonable suspicion and an immediate need to secure evidence relating to a criminal offense (assault, drug offenses, etc.). If a student is suspected of using their cell phone or electronic device in violation of LWS policy, staff or administrators may reasonably search the contents of the student's phone for evidence of the specific violation.

Staff have the right to examine any personal property left unattended on school grounds and such activity does not constitute a search. This includes search of cell phones and other items including backpacks and purses.

Lockers are the property of Little Wound 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 and teachers have the right to question students regarding their conduct and/or the conduct of others.

Law enforcement/FBI shall not interview or question a student without the parent/legal guardian being contacted or being present, unless the parent/legal guardian is the suspected perpetrator/abuser. In that instance, the Superintendent or School Principal shall be present, after consulting with the school attorney.

A proper search warrant or probable cause and exigent circumstances is required for any police search of a student's personal property kept on school premises. Upon notification to the building Principal, if the police have reason to believe that any item posing an immediate threat to the safety or security of others is suspected to be in a student locker, desk, or storage space, searches may be allowed without a previously issued warrant. LWS shall rely upon the determination made by the OST DPS regarding police conducted searches.

4.18 STUDENT INVOLVEMENT IN DECISION MAKING

The Board believes students should be given a role in developing the procedures and rules and regulations that 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.

4.19 STUDENT CONDUCT/DISCIPLINE EXPECTATIONS

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 deemed developmentally appropriate by offense. Throughout this Section, "campus" means "student school campus" and includes only those areas where students are allowed to be during the school day, i.e., buildings with classroom and the School grounds. Campus does not include the staff housing area.

1. Students will follow good health and safety practices at all times, at school and at school-related activities.

2. Students will attend and be on time for all scheduled classes.

3. Students will return home at the end of the school day.

4. Students are responsible for care and cleanliness of school property.

5. Students will adhere to all reasonable requests.

6. Students will adhere to school dress code. (Ref. 4.24)

7. Students will adhere to internet usage policy. Students will adhere to the electronic mail policy.

8. Students shall not exhibit inappropriate displays of affection.

9. Students will neither cause damage to nor steal school or other's personal property.

10. Students will respect the rights of others while at school or school-related activities, and shall not interfere with efforts of instructional staff to implement a learning program, nor shall they interfere with the learning of other students.

11. Students will not endanger the life, health, or safety of themselves or others while on campus or during school-related activities.

12. Students will remain on campus during the school day unless they have signed written permission to leave from the respective Principal.

13. Students will not communicate threatening, abusive, or obscene language or gestures, possess obscene material while on campus or during school-related activities.

14. Students will not instigate or participate in a fight while on campus or during school-related activities.

15. Students will not smoke cigarettes, vape, or possess any tobacco or vaping products while on campus or during school-related activities.

16. Alcohol, illegal drug, and/or paraphernalia possession and use are strictly prohibited while on campus or during school-related activities.

17. No gang-related colors, tagging, or gang activity will be allowed.

18. Personal Electronic Device ("PED") Restrictions. Students are not permitted to use Personal Electronic Devices, including cell phones and headphones, during instructional time and other related services.

19. Students will uphold academic integrity. Plagiarism, cheating, and other forms of academic dishonesty will not be allowed.

Disciplinary Procedures for Identified Infractions (TK-12)

1. <u>BEHAVIORAL EXPECTATIONS</u>

The Little Wound School District is committed to providing a safe learning environment for all students, employees, volunteers and community that is free from harassment, intimidation, or bullying.

It is expected that **all staff** send a clear message to students and staff that bullying in the schools, on school grounds, on the buses or at school sponsored activities will not be tolerated and will be grounds for disciplinary action up to and including suspension and expulsion for students and termination for employees.

Little Wound School will promptly and reasonably investigate allegations of harassment, including bullying. The principal or the principal's designee will be responsible for handling all complaints by students alleging harassment, including bullying.

Administrator or designee must start an investigation on a report of harassment/bullying within two (2) days from receipt of incident report form to administration. The Administrator or designee will take any actions deemed necessary to protect the complainant during the pendency of the investigation within three (3) days of the receipt of the incident report.

Each school or facility will have a structured reporting system in place to report any act of bullying.

The staff is required to and must report in writing any allegation of bullying or violations of this policy to the principal or the principal's designee on the office referral form. Failure to report will result in disciplinary action. Members of the school community who have credible information that an act of bullying/harassment has taken place may file an incident/complaint report form as a witness or as a victim on school grounds, during school related functions.

The procedure of investigating school-based bullying/harassment may include the administrator, counselor, or designated staff. The person shall begin a thorough investigation and interview with the complainant, the accused, and any witnesses within two (2) school days of receiving the office referral form. During the investigation this person may take any action necessary to protect the complainant and other students or employees. A decision by the administrator shall be completed within ten (10) school days about the validity of the allegations and about any corrective action to be taken.

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

Disciplinary consequences for a person who commits bullying/harassment will follow the written policy, which may range from a positive behavioral intervention to suspension and/or expulsion or termination.

An employee shall be disqualified from participation in any student disciplinary action for a member of the employee's immediate family. "Immediate family member" is defined in Section 3.16.

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

2. STUDENT INFRACTIONS

The following definitions help to explain student infractions:

Abusive or Threatening Language

Any communication that includes swearing, name-calling, or use of words that immediately creates fear of harm. This is completed without displaying a weapon and without subjecting the victim to actual physical attack.

Academic Dishonesty

Refers to committing or contributing to dishonest acts by those engaged in teaching, learning, research, and related academic activities, and it applies not just to students, but to everyone in the academic environment. This includes cheating, plagiarism, forgery, and collusion.

Active Threat

An "active threat" is defined as any incident which creates an immediate threat or presents an imminent danger to the campus community. This includes but is not limited to bomb or shooting threats, threat of use combined with possession of any weapon, or the presence or threatened presence of an individual with a gun or bomb on campus.

Arson

Student plans and/or participates in malicious burning of school or personal property. The damage, or attempted damage, is intentional and unlawful. The fire may be started with any type of incendiary device.

Assault

Any willful, unlawful threat or attempt to cause physical harm to another person (staff or student), with or without a weapon. It is broader than physical contact, meaning that even a credible threat or physical menace that puts someone in fear of imminent injury is an assault. These actions differ from Fighting in that the second individual does not participate.

Bullying Behaviors

Bullying is considered to be severe, persistent, or pervasive in that it creates an intimidating or threatening environment and has the effect of substantially disrupting the orderly operation of the school. Bullying and harassment are major distractions from learning, and both the victim and the perpetrator suffer significant negative consequences when engaged in this type of anti-social behavior. The learning experience of victims can suffer, and fear can lead to chronic absenteeism, truancy, dropping out of school, or other serious acts.

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

Examples of bullying include, but are not limited to:

- Intimidation – either physical or psychological
- Threats of any kind – stated or implied
- Assaults on students – including those that are verbal, physical, psychological and emotional
- Attacks on student property
- Cyber / text messaging

Chronic Tardies

The act of being repetitively late for class.

Cyber Bullying

Cyber bullying is the willful and repeated harassment and intimidation of a person through the use of digital technologies including but not limited to email, blogs, social website, chat rooms and instant messaging, distribution of photographs; recurring harassment; and recording physical, mental, and/or emotional violence or incidents.

Users are responsible for the appropriateness of the material they transmit.

Hate mail, harassment, discriminatory remarks, or other anti-social behaviors are expressly prohibited. Cyber bullying includes, but is not limited to, the following misuses of technology; harassing, teasing, intimidating, threatening, or terrorizing another person by sending or posting inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, or web site postings, including blogs. It is also recognized that the author (poster or sender) of the inappropriate material is often disguised (logged on) as someone else.

In situations in which cyber bullying originated from a non-school device, but brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be disruptive of the educational process so that it disrupts 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, threats, or making a threat off school grounds, to harm a member of the school staff or a student.

Cyber Stalking

Cyber stalking is the act of communicating words, images, or language through the use of electronic mail or electronic communication directed at or about a specific person causing substantial emotional distress to that person and serving no legitimate purpose.

Disrespect/Insubordination/Non-compliance

Repeated refusal to follow directions, repeatedly talking back, and/or socially rude interactions. Students who defiantly swear or use profanity at staff members or adults will receive an automatic office referral.

Disruption of Learning Environment

Objectionable acts or conduct that is in violation of the rules of the classroom and/or school which threaten the ability to perform educational activities of learning.

Domestic Abuse

Domestic abuse is defined as a pattern of behavior in any relationship that is used to gain or maintain power and control over an intimate partner. Abuse is physical, sexual, emotional, economic or psychological actions or threats of actions that

influence another person. Domestic abuse that meets the definition in Section 4.27b will be reported in accordance with the reporting requirements of Section 4.27b . Domestic abuse committed by a student on campus or at a School event shall subject the student to disciplinary consequences.

Dress Code Violation

The wearing of clothing that does not fit within the dress code guidelines in Section 4.24.

Encouraging a Conflict

Behavior encouraging two (2) or more students to engage in physical contact/verbal conflict while not being directly involved in the conflict.

Electronic Cigarette (E-Cigarette), Vapor Pens

The electronic cigarette is also known as an e cigarette, an e cig, an electric cigarette, or a smokeless cigarette. It is an electronic device that is used to turn an oil-nicotine solution into vapor. The nicotine vapor produced looks, tastes, and feels like cigarette smoke.

Failure to Report and Preventing School Investigations

Failure to Report and Preventing School Investigations refers to the act of not informing school staff about incidents of misconduct, violence, or unsafe behavior that have occurred, or deliberately withholding important information that could help resolve such situations. It also includes obstructing, interfering with, or hindering a school investigation by refusing to cooperate, providing false information, or failing to assist in the investigative process. This behavior undermines the school's ability to maintain a safe and respectful learning environment and ensures that necessary actions are not taken to address issues effectively.

False Fire Alarm/Bomb Threat

Student deliberately triggers the fire alarm or delivers a message/threat of a pending fire. Student delivers message of possible explosive materials being oncampus, near campus, and/or pending explosion.

Fighting (Battery)

Physical attacks/actions, with or without a weapon, involving physical contact where injury may occur. Students are mutually participating in the conflict. There is no one main offender and no major injury. Examples may include the following: hitting, punching, hitting with an object, kicking, hair pulling, scratching, etc.

Forgery/Theft

Student is in possession of, having passed on, or being responsible for removing someone else’s property. This also includes signing a person’s name without the person’s permission.

Gambling

Student engages in games of chance for money of any kind, including gambling conducted on computers or cellular phones on school campus or at school sponsored events.

Gang Affiliation

Admission by a student of being in or affiliated with a gang, frequenting places of known gang members, accompanying known gang members, and/or recruiting another by intimidation or force.

Harassing Behaviors

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

Hazing

Hazing is an activity expected of someone joining a group (or to maintain full status in a group) that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate.

Indecent Exposure

The deliberate exposure in public or in view of the general public by a person of a portion or portions of a person's body, in circumstances where the exposure is contrary to local moral or other standards of appropriate behavior.

Inappropriate Display of Affection

Student engages in inappropriate verbal and/or physical gestures/contact of a sexual nature with another student. These actions are consensual (without force or threat of force) but are not appropriate to the environment.

Larceny

The unlawful taking of another person's property without threat, violence or bodily harm. This differs from robbery in that larceny does not involve a threat or battery.

Paraphernalia

Drug and/or alcohol paraphernalia is defined as any equipment, product, or material primarily intended, designed, or used for planting, manufacturing,

concealing, or consuming controlled substances or illicit drugs or alcohol. The possession of such items on campus or at school activities is prohibited. Paraphernalia covers both typical paraphernalia items (like bongs, roach clips, and miniature spoons) and everyday household items (like razor blades, scales, or improvised pipes) if they are used or intended to be used with illicit drugs. This also includes vapes used for THC.

Possession or Use of Alcohol

Student is in possession of alcohol or is using alcohol.

Possession or Use of Drugs

Student is in possession of illegal drugs/substances, is using illegal drugs/substances, or is under the influence of illegal drugs/substances, defined as those substances covered under the Controlled Substances Act of 1970, as amended. This also includes imitations. The selling, manufacturing, or distributing of illegal drugs/substances is considered being in possession or use of drugs. This section also includes the possession of THC vapes.

Possession or Use of Inhalants

Student is in possession of inhalants or is under the influence of inhalants. This includes "huffing" or inhaling mind-altering substances not intended and approved for human consumption. This includes all substances listed in the Controlled Substances Act of 1970, as amended, as well as the inhalation of chemicals not included in the Controlled Substance Act of 1970, but determined to be substances that have mind-altering effects not intended and approved for human consumption.

Possession of Weapons

Students in possession of knives or guns (real or look alike) or other objects designed or converted to cause bodily harm. This also covers a device designed as a weapon capable of threatening or producing bodily harm or death. A firearm must expel a projectile by the action of an explosive or a propelled object.

Recording and Sharing Fights

Recording and Sharing Fights refers to the act of capturing physical altercations or violent incidents through video and distributing or posting these videos on social media platforms or other digital spaces. This behavior includes both actively recording a fight and sharing or re-sharing such content with others, whether it occurs during or outside of school hours. Recording and sharing fights is prohibited as it contributes to a hostile environment, escalates conflicts, and can lead to the spread of harmful or inappropriate content.

Robbery/Theft

Taking, or attempting to take, anything of value that is owned by another person or organization. Items are taken under confrontational circumstances by violence, force, or threat of force. This differs from larceny in that robbery involves threat or battery.

Sexual Harassment

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is one or more of the following: (1) Quid pro quo harassment; (2) Hostile environment harassment; (3) Specific offenses (i.e., sexual assault, dating violence, domestic violence and stalking). All complaints of sexbased harassment will be handled in accordance with **Section 8 – Title IX Nondiscrimination Policy**.

Skipping/Truancy

Student leaves class/school without permission or stays out of class/school without permission.

Stealing

Student intentionally takes personal property of another without permission or consent.

Technology/Electronic Device Violation

Student engages in inappropriate use of cell phone, smart watches, headphones/earbuds, tablets, ipads, camera, and/or non-LWS issued computer. Smartglasses are prohibited.

Tobacco, Vapes, Electronic Cigarettes

Student is in possession, or using, tobacco vapes, or other tobacco products. The selling or distribution of tobacco products is considered being in possession of tobacco.

Unauthorized Piercing and Tattooing:

The act of piercing and tattooing others during school, school activities or sponsored events, or while on/in school property.

Vandalism

Student participates in an activity that results in substantial destruction, disfigurement, or defacement of school or personal property. This destruction is willful and/or malicious. Tagging is considered to be an act of vandalism.

Violation of Internet Use Agreement

Student fails to comply with the Internet Use Agreement or Personal Electronic Device Policies.

3. BEHAVIORAL GROWTH AND INTERVENTION POLICY

Restorative practices, trauma-informed support, character education, and socialemotional learning (SEL) may be used to address student behaviors, focusing on positive reinforcement, emotional regulation, and empathy, before suspension is considered or when safety is at risk.

If a student's actions require an out-of-school suspension (OSS), parents will be notified by phone call and in writing. Parents/guardians will have complete custody and jurisdiction of their child during the suspension. Schoolwork for out-of-school suspensions will be assigned by administration through the office. If students need assistance while completing the work, it is the family's responsibility to contact administration so arrangements can be made to provide assistance.

A student who is suspended cannot be on any Little Wound School property or at any school-sponsored activities during the suspension time. If a student is directed by administration to be on campus for academic assistance, all necessary parties will be notified.

In order for students to return to school after an out-of-school suspension (OSS), they must be accompanied by a parent/guardian. The student and family must meet with administration and establish a reintegration plan that may, in some cases, align with the student's Behavior Intervention Plan (BIP). The student may be required to go through peer mediation or conflict resolution upon return and/or review the established social skills plan. Depending on the severity of the incident, appropriate authorities may be notified. The following will be the set disciplinary policy that will be enforced by each school and followed through by the Little Wound School Board.

In School Suspension may be a time that the Deans of Students may require the implementation of an alternative consequence curriculum.

A short-term suspension is defined as a suspension up to ten (10) days. The Principal may implement any suspension under 10 days. Any suspension of a student covered by the IDEA requires a notice to the Special Education Director, to complete a manifestation determination. Any suspension of a student covered by the IDEA also requires a manifestation determination prior to the suspension if the student's cumulative total days of a suspension in a school year are ten (10) or more days.

A long-term suspension is suspension for 10 or more days. The Principal must recommend a long-term suspension to the School Board. Only the School Board has authority to issue a long-term suspension, after holding a hearing under the procedures set forth in Section 4.20. The School Board may, in its sole discretion, authorize a student to receive home instruction during any long-term suspension, If home instruction is not authorized, or the student does not participate in authorized home instruction, the student will be dropped from enrollment after ten (10) days of long-term suspension or ten (10) days absence from home instruction.

The legal guardian shall be notified any time there is a student infraction.

The Principal or designee has the right to determine the level of the infraction and consequences.

Individuals with Disabilities Education Act (IDEA): The School will comply with the Individuals with Disabilities Education Act in all disciplinary actions that involves a student with disabilities. (ref. IDEA)

NATURE OF OFFENSE	CONSEQUENCES: The TOTAL number of offenses in any section will be used to determine the appropriate consequence.
Cyber Bullying or Stalking **Hazing**	**Consequences for Elementary, Middle, & High School** Students will be subject to the conditions of the LWS Acceptable Use and Device Check Out Agreement. 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense: 3 days O.S.S. and the Principal or their designee will work with student exhibiting bullying/harassing behavior and the parents/guardians to review, update, and modify the behavior plan. 3rd Offense: Any further bullying offenses will result in recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement.

Bullying Behaviors	**<u>Consequences for Middle & High School</u>** 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense: 3 days O.S.S. and the Principal or their designee will work with student exhibiting bullying/harassing behavior and the parents/guardians to review, update, and modify the behavior plan. 3rd Offense: Any further bullying offenses will result in recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Elementary</u>** **1st Offense Step 1:** Meet with the student to visit and assess students' understanding of bullying. Assign three (3) meetings with the school counselor to strengthen the student's understanding of bullying. **2nd Offense Step 2:** 1 day O.S.S. Provide the student with a plan on how the bullying behavior will change. Plan will be reviewed and signed by the student, parent/guardian, DOS and the Principal. Student will meet with the School Counselor three (3) times to review and follow-up on the plan. **3rd Offense Step 3:** 3 days O.S.S. Continued bullying offenses will result in recommendation for long term intervention plan with the Sacred Safe Classroom Teacher, School Counselor, parents/guardians, and a member of the Project Aware Staff.
Cell Phone Use (PED) Violations	**<u>Consequences for Elementary</u>** 1st Offense- Notification to the parent or guardian and school staff. Verbal warning to stop behavior. 2nd Offense- Assign the student to three (3) sessions with the school counselor. 3rd Offense- The intervention team will meet with the student and parent/guardian to develop a behavior intervention plan. **<u>Consequences of Middle School</u>** All Offenses: The device will be confiscated, parents will need to come to the school to retrieve the device. **<u>Consequences for High School</u>** All Offenses: The device will be confiscated, parents will need to come to the school to retrieve the device.

Chronic Tardies (cumulative)	**<u>Consequences for High School</u>** 1st Offense: After 3 tardies, a plan must be created with the student outlining how the behavior will change in the future. The plan will be reviewed and signed by all parties involved. In addition, a verbal warning will be issued. 2nd Offense: After 5 tardies, 1 day I.S.S. plus review and modification of plan. 3rd Offense: After 7 tardies, 3 days I.S.S. with review and modification of the plan. 4th Offense: After 9 tardies, 5 days I.S.S. with conference with parent and/or guardian. Any further offenses will result in recommendation for long-term suspension or placement in alternative school setting. **<u>Consequences for Middle School</u>** 1st Offense: 5 tardies. A plan will be developed outlining how the student's attendance will improve. A verbal warning will be issued to the student and parent/guardian. 2nd Offense: 10 tardies. Review plan. 3 days I.S.S. Student and parent/guardian will sign a tardy contract. 3rd Offense: 15 tardies. Inform student and parent/guardian of the policy violation and assign 5 days of I.S.S. Referral made to the school social worker. 4th Offense: Referral to the OST Child Protection Services. **<u>Consequences for Elementary</u>** Step 1: 1-5 tardies - Parent Notification written/phone. Step 2: 6-10 tardies - Parent/Student will sign a Tardy Contract. Step 3: 11-15 tardies - Referral to Project Aware/Counselors. Step 4: 16-30 tardies - Referral to the court system and/or CPS.

Inappropriate Display of Affection	1st Offense: Parent Notification and in-person meeting. Provide information to the student of the PDA policy. Issue a written warning. 2nd Offense: Parent Notification and in-person meeting. Review the policy on PDA. Assign 1 day in ISS. 3rd Offense: Parent Notification and in-person meeting. Students are required to complete a Student Improvement Plan. Assign 3 days in ISS. 4th Offense: Parent/student meeting with administration for discussion on long-term in-school suspension.
Skipping **Not in Designated Area** **Leaving the Classroom w/out permission.**	**<u>Consequences for Elementary</u>** 1st Offense – 1 day in I.S.S. and a plan created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense – 3 days in I.S.S. Parent/guardian must accompany the student to school at the completion of the I.S.S. time to update plan for success. 3rd Offense – 3 days O.S.S. Parent/guardian must accompany the student to school at the completion of the O.S.S. Create a new student success plan. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Middle School</u>** 1st Offens*e:* Notify parent/guardian, notify School Security 2nd Offense: Parent/guardian notified. 1 day ISS. Students and parent/guardian will sign a Student Improvement Plan. 3rd Offense: Notify parent/guardian, 3 days ISS. **<u>Consequences for High School</u>** 1st Offense: 1 day ISS; A plan must be created with the student outlining how the behavior will change in the future. The plan will include required education on vaping, e-cigarettes, and tobacco for violations involving vaping or tobacco use. The plan

	will be reviewed and signed by all parties involved. Parent/guardian will be notified. 2nd Offense: 3 days I.S.S. plus review and modification of plan. 3rd Offense: 5 days I.S.S. with review and modification of the plan. Notify parent/guardian. Enforce Tribal Ordinance No. 1942. Any further offenses will result in recommendation for long-term suspension or placement in alternative school setting
Tobacco **E-Cigarettes, Vape Pens** **Paraphernalia**	Tobacco offenses require a student to comply with the plan implemented. If a student fails to comply with the plan, the noncompliance will be a subsequent offense and consequences of the next offense level will be implemented. **<u>Consequences for Elementary</u>** 1st Offense – 1 day in I.S.S. and a plan created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. Referral for drug/alcohol screening for first time offenders (repeat offenders will require a full assessment). 2nd Offense – 3 days in I.S.S. Parent/guardian must accompany the student to school at the completion of the I.S.S. time to update plan for success. 3rd Offense – 3 days O.S.S. Parent/guardian must accompany the student to school at the completion of the O.S.S. Create a new student success plan. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Middle School</u>** 1st Offense: Parent/guardian notified. Referral to the MS counselor for counseling sessions on developing awareness of the dangers of using tobacco, vape pens, drugs and alcohol. Referral for drug/alcohol screening for first time offenders (repeat offenders will require a full assessment). Assign 3 days ISS. Law Enforcement notified.

	2nd Offense: Parent/guardian Notification. Referral to Opta Ocanku, Project Aware, Law Enforcement notified. Assign 5 days ISS. Law Enforcement notified 3rd Offense: Parent/guardian Notification. Notify Law Enforcement. Refer to the School Social Worker to complete a Child Abuse and Neglect Reporting Form. Assign 5 days ISS. 4th Offense: Parent/guardian Notification. Notify Local Law Enforcement. Refer to CPS. Assign 5 days ISS. Recommendation for residential addiction treatment. **Consequences for High School** 1st Offense: 1 day ISS; A plan must be created with the student outlining how the behavior will change in the future. The plan will include required education on vaping, e-cigarettes, and tobacco for violations involving vaping or tobacco use. The plan will be reviewed and signed by all parties involved. Referral for drug/alcohol screening for first time offenders (repeat offenders will require a full assessment). Parent/guardian will be notified. 2nd Offense: 3 days I.S.S. plus review and modification of plan. 3rd Offense: 5 days I.S.S. with review and modification of the plan. Notify parent/guardian. Enforce Tribal Ordinance No. 1942. Any further offenses will result in recommendation for long-term suspension or placement in alternative school setting.
Leaving Campus without Permission	**Consequences for Elementary** **1st Offense Step 1:** Notify parents and School Security, verbal warning will be issued. Law enforcement contacted. **2nd Offense Step 2:** Notify parents to attend a meeting with the Intervention team (SSCT, SC, DOS and the Principal) develop a plan. **3rd Offense Step 3:** Review and modify the plan, assign the student to five (5) sessions with the school counselor to work on steps to change the behavior. **Consequences for Middle** 1st Offense: Notify parent/guardian and law enforcement. A student success plan will be developed. 2nd Offense: Notify parent/guardian and law enforcement. Student success plan will be reviewed and modified. 3rd Offense: Notify parent/guardian and law enforcement. Conduct meeting with parent/guardian .

	<u>Consequences for High School</u> 1st Offense: 1 day ISS; A plan must be created with the student outlining how the behavior will change in the future. The plan will be reviewed and signed by all parties involved. Contact law enforcement. Parent/Guardian will be notified. 2nd Offense: 3 days ISS; Review and modification of plan. Notify parent/guardian. Contact law enforcement 3rd Offense: 5 days I.S.S; Review and modification of the plan. Conference with parent/guardian. Contact law enforcement Any further offenses will result in recommendation for long-term suspension.
Technology/ Electronic Device Violation	**<u>Consequences for Elementary</u>** **1st Offense Step 1:** Notification to the parent or guardian and school staff. Verbal warning to stop the behavior. **2nd Offense Step 2:** Personal Electronic Device will be turned into the Deans of Students office. Notify the parent or guardian of the action taken. **3rd Offense Step 3:** Student will not be allowed to bring Personal Electronic Device into the school/classroom. Further disciplinary actions may be applied using administrative discretion. **<u>Consequences for Middle</u>** 1st offense: teacher/staff warning to student 2nd offense: PED privileges lost for the day; PED taken and given to security. 3rd offense and beyond: loss to PED privileges; violations will be treated as defiance and insubordination and further disciplinary consequences will be applied using administrative discretion. **<u>Consequences for High School</u>** 1st offense: teacher/staff verbal warning. Parent/guardian will be notified. 2nd offense: PED privileges lost for the day; PED taken and given to Dean of Students until conclusion of day. 3rd offense and beyond: loss to PED privileges; violations will be treated as defiance and insubordination and further disciplinary consequences will be applied using administrative discretion. Parent/guardian will be asked to pick up device.

Gang Affiliation	1st offense: 3 days in ISS. Law enforcement will be called. Referral to the counselor. Parents/guardians will be called in to do a behavior plan and contract with the Dean of Students and be provided the Gang Ordinance.
	2nd offense: 5 days O.S.S. Law enforcement will be called. Parents/guardians called. If repeat offender and violation of behavior contract, recommendation for expulsion.
Abusive or Threatening Language **Encouraging a Conflict** **Disruption of Learning Environment**	**Consequences for Middle & High School** 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense: 3 days I.S.S. Parent and/or guardian must accompany the student to school at the completion of the I.S.S. time to create a new student success plan. 3rd Offense: 5 days I.S.S. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **Consequences for Elementary** 1st Offense – 1 day in I.S.S. and a plan created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense – 3 days with I.S.S. Parent/guardian must accompany the student to school at the completion of the 3 days of I.S.S. time to update plan for success. 3rd Offense – 3 days O.S.S. Parent/guardian must accompany the student to school at the completion of the O.S.S. Create a new student success plan. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement.

Disrespect/ Insubordination/Non-compliance (including noncompliance with drug and/or alcohol assessment recommendations)	1st Offense: Parent/guardian notified. Develop a Student Improvement plan. 1 day ISS. 2nd Offense: Parent/guardian notified. Review Improvement Plan, Modify and sign by parent and student. 2 days ISS. 3rd Offense: Parent/guardian notified. Refer to the MS counselor. 3 days ISS.

	4th Offense. Notify parent/guardian; Recommend Suspension or Expulsion
Harassing Behaviors	**<u>Consequences for Middle & High School</u>** 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense: 3 days I.S.S. Parent and/or guardian must accompany the student to school at the completion of the I.S.S. time to create a new student success plan. 3rd Offense: 5 days I.S.S. 4th Offense: Any further offenses will result in the recommendation for suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Elementary</u>** 1st Offense Step 1: 1st Offense – 1 day in I.S.S. and a plan created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense Step 2: 2nd Offense – 3 days with I.S.S.. Parent/guardian must accompany the student to school at the completion of the 3 days of I.S.S. time to update plan for success. 3rd Offense Step 3: 3 days O.S.S. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement.

Dress Code	**<u>Consequences for High School</u>** 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school. 2nd Offense: 3 days I.S.S. Parent and/or guardian must accompany the student to school at the completion of the I.S.S. time to create a new student success plan. 3rd Offense: 5 days I.S.S. 4th Offense: Any further offenses will result in the recommendation for long-term suspension . **<u>Consequences of Middle School</u>**

	1st Offense: Notify Parents, meet with the student to inform them of what inappropriate dress is and why. Verbal Warning 2nd Offense: Assign 1 day ISS. Refer to the MS counselor for a session on dressing professionally. Inform Parents. 3rd Offense: Assign 3 days in ISS. Parent Meeting to discuss the behavior and to complete a Student Success Plan. **<u>Consequences for Elementary</u>** 1st Offense Step 1: Inform student of the proper school dress code. Verbal warning/reminder. 2nd Offense Step 2: Meeting with student and parent/guardiancto provide information on proper dress code for school.
Fighting **Assault** **Domestic Abuse** **Instigating a Conflict**	1st Offense: Result in recommendation for suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Middle School</u>** 1st Offense: Parent/guardian Notified. Students will sign a Peace Agreement. Assign 5 days ISS. Counseling session. 2nd Offense: Parent/guardian Notified. Counseling session. 5 days OSS 3rd Offense: Recommendation for expulsion. Every fight or assault will be reported to Law Enforcement.

Possession of Alcohol **Possession or Use of Drugs** **Possession or Use of Inhalants**	**<u>Consequences for Elementary & High School</u>** 5 days O.S.S. and a referral to local law enforcement. An alcohol/drug assessment or appropriate assessment per age must be scheduled within the O.S.S. time. Within ten (10) days of the violation the assessment must be complete. Student will be allowed to return but will be placed in I.S.S. until assessment is complete with treatment plan. Student and guardian must adhere to the treatment plan and recommendations to continue enrollment at Little Wound School. Refusal of treatment plan or noncompliance with recommendations of the treatment plan will result in a recommendation for long-term suspension or an expulsion hearing.

	Students under twelve (12) years of age are not eligible for assessment and shall be referred to Behavior Health. OSTDPS (law enforcement) shall be notified. **<u>Consequences for Middle School</u>** 1st Offense: Parent/guardian notified. Referral to the MS counselor for counseling sessions on developing awareness of the dangers of using tobacco, vape pens, drugs and alcohol. Referral for drug/alcohol screening. Assign 3 days ISS. Law Enforcement notified 2nd Offense: Parent/guardian Notification. Referral to Opta Ocanku, Project Aware, Law Enforcement notified. Assign 5 days ISS. Law Enforcement notified 3rd Offense: Parent/guardian Notification. Notify Law Enforcement. Refer to the School Social Worker to complete a Child Abuse and Neglect Reporting Form. Assign 5 days ISS. 4th Offense: Parent/guardian notification. Notify Local Law Enforcement. Refer to CPS. Assign 5 days ISS. Recommendation for residential addiction treatment.

Possession of Weapons, including tasers, knives, or other weapons	**Consequences for High School** 1st Offense: Any violation may result in a long-term suspension or an expulsion hearing. Referrals may be filed with local law enforcement. **Consequences for Middle School** 1st Offense: Parent/guardian Notification. Immediate notification to Law Enforcement. Referral to IHS Behavioral Health, LWS counselors, & Project Aware. Recommendation for expulsion. **Consequences for Elementary** 1st Offense Step 1: Dean of students will meet with the student to assess the incident. Parent/guardian notification. Verbal warning. 2nd Offense Step 2: Referral to the school counselor for a meeting with the student and the parent/guardian notification. 3rd Offense Step 3: Assign student to three (3) days in I.S.S. The school reserves the right to impose long-term suspension or expulsion for any weapons related offense in addition to the consequences set forth above.

False Fire Alarm	**Consequences for Elementary & High School** 1st Offense: Referral to counselors 2nd Offense: 3 days O.S.S. 3rd Offense: 5 days I.S.S. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **Consequences for Middle School** 1st Offense: Parent Notification. Refer to the MS counselor to learn about the dangers of sending false alarms. 2nd Offense: Parent Notification. 3 days ISS. 3rd Offense: Parent Notification. 5 days ISS. 4th Offense: Any further offenses will result in

Bomb Threat **Arson** **Active Threat**	**<u>Consequences for Elementary & High School</u>** 1st Offense: Expulsion hearing. Referrals will be filed with local law enforcement, mental health services from LWS Special Education (if applicable), Opta Canku, Project Aware or IHS Mental Health. **<u>Consequences for Middle School</u>** 1st Offense: Parent Notification. Immediate notification to Law Enforcement. Referral to IHS Behavioral Health, LWS counselors, & Project Aware. Recommendation for expulsion.
Stealing **Forgery** **Larceny** **Robbery/Theft**	**<u>Consequences for High School</u>** <u>1st Offense</u>: 5 days O.S.S. Parent and/or guardian must accompany the student to school at the completion of the O.S.S. time to create a plan for student success. <u>2nd Offense</u>: 7 days O.S.S. Parent and/or guardian must accompany the student to school at the completion of the O.S.S. time to update plan for success. <u>3rd Offense</u>: Result in recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. **<u>Consequences for Middle School</u>** 1st Offense: Parent/guardian notified. Refer to the MS counselor. 2nd Offense: Parent/guardian notified.

	3rd Offense: Parent/guardian notified. 4th Offense: Parent/guardian notified. Restitution of stolen property, repair of property damage. **<u>Consequences for Elementary</u>** 1st Offense Step 1: Student meeting to access the behavior. Parent/guardian notification of the stealing incident. Verbal warning. 2nd Offense Step 2: 1 day in I.S.S. 3rd Offense Step 3: The intervention team will develop a long term intervention plan with the student and parent/guardian.

Vandalism	**<u>Consequences for High School</u>** 1st Offense: 5 days O.S.S. Parent and/or guardian must accompany the student to school at the completion of the O.S.S. time to create a plan for student success. Any subsequent violations will result in a long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement. Parent/guardian will be required to restore, pay for, or replace the vandalized item. **<u>Consequences for Middle School</u>** 1st Offense: Parent/guardian notified. Refer to the MS counselor. 2nd Offense: Parent/guardian notified. 3rd Offense: Parent/guardian notified. 4th Offense: Parent/guardian notified. Restitution of stolen property, repair of property damage. **<u>Consequences for Elementary</u>** 1st Offense Step 1: Student will meet with the dean of students to assess the incident. Verbal Warning. 2nd Offense Step 2: Meeting with student and parent/guardian notification. 3rd Offense Step 3: Student will be required to restore, pay for, or replace the item.

Indecent Exposure	**Consequences for Elementary & High School** 1st offense: 5 day O.S.S. Parent is required to meet with dean of students with their student prior to student returning from O.S.S. to develop a plan on how the behavior will change. Any further offenses will result in a recommendation for expulsion pending a board hearing. Referrals will be made to appropriate agencies including law enforcement and CPS. **Consequences for Middle School** 1st Offense: Parent Meeting with the DOS and the MS Counselor to discuss the behavior. Develop and Implement a Student Success Plan. 2nd Offense: Parent Notification, Referral to the MS counselor, the School Social Worker and IHS Behavioral Health. Assign 5 days OSS. 3rd Offense: Any further offenses will be referred to CPS, and other appropriate agencies. Recommendation for expulsion.

Gambling	Gambling consequences require a student to comply with the plan implemented. If a student fails to comply with the plan, the non-compliance will be a subsequent offense and consequences of the next offense level will be implemented. **<u>Consequences for Elementary & Middle School</u>** 1st Offense: A plan must be created with the student outlining how the behavior will change in the future. The plan will be reviewed and signed by all parties involved. In addition, a verbal warning will be issued. 2nd Offense: 1 day I.S.S. plus review and modification of plan. 3rd Offense: 3 days I.S.S. with review and modification of the plan. 4th Offense: 5 days I.S.S. with conference with parent and/or guardian. Any further offenses will result in recommendation for longterm suspension or placement in alternative school setting. **<u>Consequences for High School</u>** 1st Offense: 1 day ISS; A plan must be created with the student outlining how the behavior will change in the future. The plan will include required education on gambling. The plan will be reviewed and signed by all parties involved. Parent/guardian will be notified. 2nd Offense: 3 days I.S.S. plus review and modification of plan. 3rd Offense: 5 days I.S.S. with review and modification of the plan. Notify parent/guardian. Any further offenses will result in recommendation for longterm suspension or placement in alternative school setting.
Recording and Sharing Fights **Sharing a Recording of a Fight on Social Media**	**<u>Consequences for Elementary & High School</u>** 1st Offense: 1 day I.S.S. and a behavioral plan. 2nd Offense: 3 day O.S.S. and a behavioral plan update. 3rd Offense: 5 day O.S.S. and a referral to local law enforcement. **<u>Consequences for Middle School</u>** 1st Offense: Loss of phone privileges for the remainder of the current school quarter. Parent/guardian contacted to accompany the student back to school to complete a Student Improvement Plan. Assign 1 day in ISS.

	2nd Offense: Parent/guardian contacted. Review Student Improvement Plan and revise. Loss of phone privileges for the current school quarter. 2 days ISS 3rd Offense: Parent/guardian contacted. Loss of phone privileges for the remainder of the current school year. Referral to Local Law Enforcement. 5 days ISS. * Any further phone infractions will lead to expulsion
Failure to Report (planned fight, gang affiliation) and Preventing School Investigations	**Consequences for Elementary & High School** 1st Offense: 1 day I.S.S. and a session with the counselor on "see something say something". 2nd Offense: 3 day I.S.S. and a meeting with parents. 3rd Offense: 5 day I.S.S. **Consequences for Middle School** 1st Offense: Refer to MS counselor for a session on "See Something, Say Something." 2nd Offense: Parent/guardian notified. 1 day ISS. 3rd Offense: Parent/guardian notified. 3 days ISS.
Unauthorized Piercing and Tattooing	**Consequences for Elementary & High School** 1st Offense: 3 day I.S.S., parent/guardian meeting, session with the counselor. 2nd Offense: 3 day O.S.S. and behavioral contract. 3rd Offense: 5 day O.S.S. and a possible referral to local law enforcement. **Consequences for Middle School** 1st Offense: Parent/guardian notified. Refer to the MS counselor. 1 day ISS 2nd Offense: Parent/guardian notified. Develop a Student Improvement Plan. 2 days ISS. 3rd Offense: Parent/guardian notified. Referral to Local Law Enforcement. 3 days ISS.
Academic Dishonesty: Lying **Cheating in class/schoolwork**	1st Offense: Parent Notification. Referral to the counselor. 2nd Offense: Parent Notification. Student and Parent will complete a Student Success Plan. Assign 2 days ISS. 3rd Offense: Parent Notification. Review the Student Success Plan to add any new recommendations. Assign 3 days ISS.

Plagiarism **Unauthorized use of AI**	

The Little Wound School Board reserves the right to suspend or expel a student as per Policy.

The Dean of Students or Principal may refer students to the counselor at any point during the disciplinary process for the above offenses.

When a student is referred to a counselor for any of the above behavior offenses:

- Dean of Students or Principal will notify parent/guardian of counseling referral

Counselor may make any of the following recommendations according to the student's individual needs:

- Students may be sent home for the rest of the day for self-care
- Counselors will recommend self-care days anywhere for 1-5 days depending on students' individual needs.
- Students may be referred to Indian Health Service (IHS) Behavior Health
- A plan will be created and signed by student, parent/guardian, counselor, and an administrator

Emergency Referrals/Walk-ins to Indian Health Service (IHS) Behavioral Health

When a student is referred to IHS Behavior Health for an emergency referral/walk-in the following actions will take place:

- A counselor will inform the parent/guardian
- Parent/guardian will be required to meet the student and counselor at IHS Behavior Health

Suicide Ideation:

The student will be referred to the IHS Behavior Health in Kyle for Suicidal Ideation, defined as thinking about or planning suicide. In the event that IHS Behavior Health in Kyle is unavailable, the student will be transported to the emergency room at Pine Ridge Indian Health Service. An LWS staff member must stay with the student unless and until the ambulance service or CPS accepts responsibility for the student or the parent/guardian

comes on site at IHS Behavior Health. Medical clearance is required before counseling begins. In no event shall a student with suicidal ideation be sent home.

In the event of hospitalization: Parent/guardian will have the option to sign an *Authorization for Use or Disclosure of Protected Health Information.*

- This will allow IHS to collaborate with Little Wound School on treatment plans, student transport to appointments, etc.
- If the parent/guardian does not wish to disclose this information to Little Wound School, the parent/guardian will assume all responsibility for student's mental health care in relation to Indian Health Service, including transportation

When hospitalization is not required: Student will be required to go home for the remainder of the school day and for a period of no less than three (3) days or 72 hours.

Medication: If a student is prescribed psychotropic, mood altering, or any other medications for any reason:

- A 72-hr. home period will be required before the student can return to school
- The student and parent/guardian will meet with the school nurse and administrator to document the medications and set up a medication plan if medications will need to be administered during school hours

Self-Harm/Cutting – Minor Physical Injury:

Step 1: Nurse will assess severity of wounds and take appropriate actions

Step 2: Parents/Guardian will be notified

Step 3: Referral will be made to counselor where a good health agreement and plan
will be created based on student's individual needs

Student Self – Injury

In the event, that a student discloses that they consumed pills, or a chemical/ foreign substance to inflict self-harm,

Step 1: Call 911 and bring the student to the Nurse immediately.

Step 2: LWS staff must contact security

LWS staff member with first contact is required to stay with student until all information is relayed to appropriate authorities and the student is no longer in the care of LWS

Step 3: contact parents

Step 4: when student is no longer in the care of LWS, LWS staff writes incident report.

In the event, that a student inflicts bodily injury upon self that is not a minor injury (i.e., hits brick wall and breaks wrist),

Step 1: Call 911 and bring the student to the Nurse immediately.

Step 2: LWS staff must contact security

LWS staff member with first contact is required to stay with student until all information is relayed to appropriate authorities and the student is no longer in the care of LWS

Step 3: contact parents

Step 4: when student is no longer in the care of LWS, LWS staff writes incident report.

4.20 EXPULSION OF STUDENTS

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, the student's classmates, or school personnel.

A. Immediate Expulsion

A behavior which may result in a student(s) immediate expulsion from school include, but is not limited to:

1. Behavior that shall cause bodily injury/assault to any other student or staff member at the Little Wound School.

2. Carrying weapons that could inflict bodily injury, making threats of bodily injury, inflicting bodily injury through the use of a weapon or object that could cause serious bodily injury.

    a. A student who has been removed from school as a result of being found with a weapon may be expelled for not less than one year from the date of expulsion. The Superintendent and respective principal may modify a weapon-related expulsion on a case-by-case basis.

    b. "Weapon" is defined as any device discussed within 18 U.S.C. § 921 as well as any instrument used or designed to be used to injure or kill someone.

3. Any behavior that promotes gang violence including gang colors, gang activity.

4. Selling, distribution, possession, manufacture, or use of alcohol or drugs.

B. Expulsion Process.

In all disciplinary actions that may result in a recommendation for expulsion, the Principal or designee will:

1. Immediately suspend the student from school until the hearing which will be set with the scheduled board meeting timeframe.

2. 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 to expulsion hearings will be determined through principal's office, in consultation with the Dean of Students.

3. Inform the student and the student's parent(s) or legal guardian of the date, time, and place of expulsion hearing before the LWS Board, no less than 48 hours before the hearing. The hearing shall be scheduled within ten (10) calendar days from the date of the suspension, unless there is good cause by the LWS 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.

4. There shall be no appeal of the LWS Board's decision regarding an expulsion. It is a final decision of LWS.

A student cannot re-enroll for a period of one (1) year from the date of the expulsion, unless a shorter period is set by the School Board.

C. **Due Process Rights in Expulsion Cases.**

1. 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 three (3) calendar days prior to the hearing.

2. Right to a fair and impartial hearing: The student is entitled to a fair and impartial hearing. Any conflicts of interest must be disclosed and decided on at the beginning of the hearing.

3. Hearing is Closed to the Public. All hearings shall be closed to the public. Participants at the hearing shall be limited to involved parties. Security may be present during the hearing. The school has the right to sequester witnesses.

4. Right to counsel: The student and the student's parent or legal guardian may be represented by a personal representative or an attorney of the student's choosing at the student's own expense.

5. Right to Have Parent/Guardian Present: At all times during the hearing, the student has the right to have their parent(s)/ guard present.

6. Right to cross-examine: The student has the right to confront and cross-examine any witness(es) against the student and to produce witness(es) on their 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 them as a result of testifying against the student. No student will be compelled to testify against self. The school reserves the right to protect student witnesses from harsh, threatening, or intimidating cross-examination.

7. Right to Review Evidence. The student and/or the student's parent(s)/legal guardian or legal counselor must be provided at the hearing all the evidence to be used against the student to allow the student to adequately prepare for defense. If the student and/or the student's parent(s)/legal guardian or legal counsel feels they have not had enough time to properly prepare a defense, the hearing chairperson may grant a reasonable postponement.

8. Right to a Written Decision. The School Board may issue an oral decision at the end of the hearing. A written decision that includes finding of fact and conclusions will 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 School Board's decision shall constitute a final decision of the hearing panel.

9. Continuances and Effect of Failing to Appear at the Hearing. The student or their parent/guardian may request a hearing continuance for good cause. Requests for continuance must be filed one (1) day before the scheduled hearing with the Superintendent's Office. 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, the Principal's recommendation will become effective.

4.21 IN-SCHOOL SUSPENSIONS

Student violations of LWS rules will result in students attending the in-school suspension program and follow the procedures as defined by the respective school building handbook.

4.22 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.

1. A physician must certify that the student will be unable to attend school, estimate the probable length of the student convalescence, and state that they are capable of receiving home instruction.

2. Should the student illness exceed the 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.

3. Homebound instruction shall be geared to the student needs and capabilities during convalescence. Textbooks, supporting materials or remote/online instruction shall be provided by the school in a timely manner, along with a highly qualified staff.

4.23 TOBACCO USE

Students shall not smoke or use tobacco in any form at any time during school activities or on school grounds.

4.24 DRESS CODE

Student dress should meet standards of health and safety, not be obscene or disrupt the educational process, nor wear clothing that promotes illegal substances or/and alcohol or gang activity or be of a revealing nature.

Rules concerning student dress may be established by the administration to ensure 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 or distracts from or disrupts the learning environment or educational process. Examples of inappropriate items or clothing are (but not limited to):

1. Sagging pants (pants worn below the waist)
2. Obscene/Profane clothing (pictures, emblems, words)
3. Drug, alcohol, or tobacco-related items on clothing
4. Very short skirts/shorts (hem must be 2 inches below fingertips when arms held parallel to body.
5. Translucent clothing
6. Tight clothing, or clothing that reveals your underwear.
7. Underwear (worn as outer wear)
8. Shirts that do not meet or fall below the waistband of your pants
9. Halter tops, midriff tops, spaghetti straps or otherwise revealing clothing
10. Gang-related clothing including gloves, scarves, colors, bandanas, headbands, caps, hoods, head wraps, etc.

11. Heavy chains or chain style belts

12. Coats and jackets meant for outerwear

13. Oversized coats that could cause a security problem. (Hooded sweatshirts may be worn as a second layer when the temperature is cold. Hooded sweatshirts must be clean and appropriated-sized.)

    If a student comes to school with visible hickeys they must cover them up or they may be excluded from the classroom and sent to ISS

4.25 COMPLAINTS AND GRIEVANCES

There may be times when students or parents have a grievance about the Little Wound School. Such grievances are separate from student discipline procedures.

Any petition shall be treated as complaints and may only be signed by parents and/or guardians of current LWS students. Any petition, complaint, or grievance must contain specific violations of LWS policies and make specific factual allegations. Failure to make specific policy and factual allegations in the petition, complaint, or grievance shall result in denial of the petition, complaint or grievance.

The purpose of this grievance procedure is to resolve complaint(s) from student(s) and/or the student's parent(s) informally within the framework of the Little Wound School and to ensure fairness and justice to all.

Any student and/or the student's parent(s) who feel they have been discriminated against, believes their 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:

1. A signed written grievance shall be reported to the respective Principal or department head within three (3) school days of the incident.

2. The Principal or department head must complete their efforts to resolve the grievance within five (5) school days of the date of the grievance.

    a. The Principal or department head shall meet with all involved parties to discuss the issue(s).

    b. The Principal or department head shall keep a written record of their activities and findings.

    c. The Principal or department head shall provide a written response to the issues with their decision.

3. If the Principal or department head 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.

4. 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 LWS Board meeting unless the Board shows good cause for a continuance, and render a written decision to the complainant within a reasonable time.

4.26 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.

4.27 CORPORAL PUNISHMENT

The use of corporal punishment is not permitted at any time at Little Wound School.

Corporal Punishment: Physical punishment as distinguished from pecuniary punishment or a fine; any kind of punishment of or inflicted on the body. Black's Law Dictionary (7th ed.).

4.27a RESTRAINT AND SECLUSION

A. POLICY RATIONALE AND PHILOSOPHY

Reasonable efforts shall be made to prevent the use of restraint and the use of seclusion. A non-aversive effective behavioral system, such as Positive Behavioral Intervention and Supports (PBIS), shall be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

Little Wound School believes that the school environment should be one in which the care, safety, and welfare of all students and staff members are priorities. Efforts to promote positive interactions and solutions to potential conflict should be extensive. In the event an individual's behavior presents a threat of imminent harm to self or others the use of approved physical restraint or seclusion strategies to maintain a safe environment may be used as a last resort.

B. DEFINITIONS

a. Non-Aversive Effective Behavioral System:

i. LWS-wide systematic approach to embed evidence-based practices and data driven decision making to improve school climate and

culture in order to achieve improved academic and social outcomes, and increase learning for all students, and

ii. Encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish recurrences of challenging behaviors and teach appropriate behavior to students.

b. Physical Restraint:
   i. The use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such a term does not include a physical escort, mechanical restraint, or chemical restraint.
   ii. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes:

      1. To break up a fight;
      2. To knock a weapon away from a student's possession;
      3. To calm or comfort;
      4. To assist a student in completing a task/response if the student does not resist the contact;
      5. To prevent an impulsive behavior that threatens the student's immediate safety (i.e. running in front of a car) or the immediate safety of others.

c. Seclusion:
   The involuntary isolation of a student in a room, enclosure or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

d. Time Out:
   A behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

C. REQUIREMENTS FOR THE USE OF PHYSICAL RESTRAINT

Physical restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible. If physical restraint is applied the staff member must:

a. implement in a manner that is age and developmentally appropriate;
b. ensure safety of other students and protect the dignity and respect of the student involved. Combine use with other approaches (non-physical interventions are always preferred) that will diminish the need for physical intervention in the future;
c. use the least amount of force necessary, for the least amount of time necessary;
d. be appropriately-trained by the LWS, all completed trainings must be documented and kept in the staff's file and on file generally with the school;

e. continually observe the student in restraint for indications of physical or mental distress;
f. contact appropriate emergency entities according to district crisis policy if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved; and
g. remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated; following the use of physical restraint, the School Nurse and School Counselor will assess the student for injury or psychological distress and monitor the student as needed following the incident.

D. PROHIBITED PRACTICES FOR USE OF RESTRAINTS

Staff members are not to use any physical restraints for which they have not been trained by Little Wound School. Staff members are not to use any unauthorized physical restraints. This includes but is not limited to:

a. Prone restraint, which is 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, except when the use is necessary and reasonable in manner and moderate in degree;
b. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that involves the use of pinning down a student by placing knees to the torso, head, and or neck of the student;
c. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
d. Uses pressure point, pain compliance, or joint manipulation techniques;
e. Corporal punishment;
f. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
g. Deprivation of basic needs;
h. Chemical restraint (for example, mace);
i. Mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);
j. Using other students or untrained staff to assist with the hold or restraint;
k. Securing a student to another student or fixed object;
l. Aversive behavioral interventions; or
m. Seclusion in a locked room or area.

E. REQUIREMENT FOR USE OF SECLUSION

Given a threat of immediate risk of physical harm to the student or others, the following principles must always be applied:

a. A room or area used for seclusion must:
    i. provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and

ii. not be locked.

b. Staff must:
    i. implement in a manner that is age and developmentally appropriate;
    ii. ensure safety of other students and protect the dignity and respect of the student involved;
    iii. the least amount of time necessary;
    iv. be appropriately-trained by the LWS, all completed trainings must be documented and kept in the staff's file and on file generally with the school;
c. staff must continually observe the student for the duration of the seclusion;
d. if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved, emergency personnel (**such as law enforcement**) will be contacted;
e. seclusion ceases when the immediate risk of physical harm to self or others has dissipated;
f. Upon each use of seclusion, the student shall be assessed for injury or psychological distress by the School Nurse and School Counselor and monitored as needed following the incident.

F. PROHIBITED FOR USE OF SECLUSION
    a. Use of seclusion in any environment that does not meet the above criteria.
    b. Deprivation of basic needs;
    c. Seclusion shall not be used;
        i. As a form of discipline/punishment
        ii. As a means to coerce, retaliate or in a manner that endangers a student;
        iii. For the convenience of staff;
        iv. As a substitute for an educational program;
        v. As a substitute for less restrictive alternatives;
        vi. As a substitute for inadequate staff; and/or
        vii. As a substitute for positive behavior support(s) or other crisis prevention.

G. REPORTING AND DE-BRIEFING REQUIREMENTS AFTER THE USE OF PHYSICAL RESTRAINT OR SECLUSION
    a. The staff member(s) using physical restraint or seclusion shall complete a LWS Incident Report and document staff's observations of the student.
        i. As soon as possible under the circumstances the staff member(s) using physical restraint or seclusion shall inform the appropriate school administrator of the use of physical restraint or seclusion.
        ii. The LWS's Incident Report shall be completed upon occurrences of physical restraint or seclusion.
        iii. Completion of the form and submission of the Incident Report to the appropriate administrator must be done the same day the staff member(s) used physical restraint or seclusion.

iv. An administrator shall attempt to contact the parent/guardian during the same day of incident.
v. A copy of the Incident Report must be made available to parent/guardian by the administrator within 24 hours after receipt of the Incident Report.

b. The administration shall conduct a debriefing with all involved staff and parents/guardians and, if appropriate, the student;
i. Debrief utilizing the District's Debriefing Form.
ii. evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs;
iii. During the debrief, if the behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavior Assessment, and/or a Behavior Intervention Plan must be completed.

H. TRAINING AND PROFESSIONAL DEVELOPMENT
a. The LWS will ensure that an appropriate number of personnel in each building are trained in crisis management and de-escalation techniques.
b. The LWS will maintain written or electronic documentation on training provided and lists of participants in each training.
c. All student personnel shall be trained annually on this policy.

I. LITTLE WOUND SCHOOL MONITORING
a. The school board, superintendent, school principals, and Special Education Director shall monitor the implementation of this policy.
b. This policy shall be accessible on the school's website.
c. The school shall notify all parents/guardians annually on the school's website of its policy on seclusion and restraint.

J. COMPLAINT
a. A parent/guardian who feels that a school employee violated this policy may file a complaint.

4.27b CHILD PROTECTION AND MANDATORY REPORTING

Child Protection: Public Law 101-630, the "Indian Child Protection and Family Violence Prevention Act" requires that Tribes and Tribal Organizations (including Tribally Controlled Grant Schools) report incidents or suspected incidents of child abuse or 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. The School Board has adopted this Policy to ensure that school employees and the School comply with this law and the laws of the Oglala Sioux Tribe, particularly the Child and Family Code, Chapter 4, Ordinance 07-13, on mandatory reporting of child abuse and neglect, and to provide a protocol for reporting that all school employees are required to follow.

Because of their regular contact with school-age children, school employees are in an excellent position to identify abused or neglected children. All LWS school employees are mandatory reporters under the law and are required to report suspected child abuse or neglect. In all cases, school employees, including administrators, will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, but only to report their reasonable suspicions, or student disclosures, of abuse or neglect. Anyone who makes a report in accordance with the law and in good, based upon their reasonable belief, faith is immune from any civil or criminal liability that may otherwise arise from the reporting, or from any resulting judicial proceeding, even if the suspicion is proved to be unfounded. Additionally, the person making the report shall be protected from retaliatory actions by the School or any agent or representative acting on behalf of the School (i.e., supervisor, administration, etc.)

Any personal interview or physical inspection of the child should be conducted in a considerate and professional manner, but in no event should it be conducted by an employee of the Little Wound School without at least an adult witness of the same gender as the child being present in the room. Upon disclosure of potential abuse and/or neglect by a child, a Minimal Facts Interview (MFI) is conducted by the staff member to whom the disclosure has been made. MFI's are best practice in child welfare and child abuse response. The MFI is a strategic method of inquiry designed to gather just enough information—the who, what, when, and where—of the alleged incident(s). All staff shall be trained annually, and new staff as they are onboarded, as to conducting a MFI. All information gathered shall be documented on the **Minimal Facts Interview Form *see* Appendix 4-A**. Information and records concerning reports of suspected abuse or neglect are confidential. Release of this confidential information to persons other than school employees with a need to know as part of their job duties or to law enforcement and social services personnel in the course of an investigation, is punishable by law. Failure by any mandatory reporter to make a report where abuse or neglect is suspected is also subject to the punishment under the law.

This policy will be distributed by the Superintendent to all school employees at the beginning of each school term and to new employees when they begin employment if at a different time than the beginning of the school term. School personnel shall be trained on Child Abuse and Neglect Identification and Reporting.

The board will support any employee making a report of suspected child abuse or neglect until and unless it is determined that the employee was acting in bad faith by making the report.

A child may be interviewed by school staff or law enforcement without the parent being notified or present, when the child has been allegedly abused in the home.

1. **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 is dead or 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; or

ii. Any case in which a child is subjected to sexual assault/abuse, sexually explicit conduct, or sexual exploitation, including trafficking;

iii. A child has suffered mental injury, as a result of the conduct of a parent, guardian or custodian; or

iv. When used referring to an unborn child, serious physical harm inflicted on the unborn child, and the risk of serious physical harm to the child when born, caused by the habitual lack of self-control of the expectant mother of the unborn child in the use of alcohol beverages, controlled substances, exhibited to a severe degree.

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. Child neglect means:

i. Physical neglect of a child – refusal to provide adequate health care; delay in the provision of adequate health care; abandonment; blatant refusal of custody; inadequate supervision; failure to provide adequate nutrition, clothing, or hygiene; conspicuous inattention to avoidable hazards in the home; or reckless disregard of the child’s safety and welfare;

ii. Educational neglect of a child – permitted chronic truancy; failure to enroll the child in school; or inattention to the child’s special education needs;

iii. Emotional neglect of a child – failure to provide adequate nurturing or affection; exposure to chronic or extreme spouse abuse; permitted drug or alcohol abuse; refusal to provide psychological care; delay in the provision of psychological care; or pressuring the child to engage in delinquent or criminal behavior; and

iv. Child neglect by definition – the parent, guardian or custodian has been convicted of a violent or sexual crime against a partner, spouse, or a sibling of the child; or has been convicted of a crime of a nature

that demonstrates the person's unfitness to adequately parent the child.

2. **Reporting Protocol.**

School employees are expected to follow the reporting protocols set forth in this Section. LWS has not adopted the Bureau of Indian Education SCAN protocols.

a. If any school employee suspects child abuse or neglect, it is the employee's responsibility to report to their Building Principal or the Superintendent immediately. The report must be made verbally and in writing on the Little Wound School Child Abuse or Neglect Reporting Form (hereinafter "LWS Reporting Form"). **See Appendix 4-B.** The report must be completed by the end of the regularly scheduled work day.

b. The school employee filing the report and the Building Principal or the Superintendent receiving the report, must also immediately report the suspected child abuse to the Oglala Sioux Tribe Department of Public Safety (hereinafter "OST DPS") located in Pine Ridge by:

   i. sending the completed LWS Reporting Form to the OST DPS; and
   ii. contacting OST DPS by telephone or email to confirm they have received the LWS Reporting Form.

   The school employee must initiate the reporting and is responsible for ensuring the LWS Reporting Form is filed with the OST DPS within twenty-four (24) hours. The Principal or Superintendent shall be available to assist the employee in filing the LWS Reporting Form. The employee shall file the LWS Reporting Form directly with the OST DPS and a copy with the Superintendent. OST DPS and the Child Protection Services of the Oglala Sioux Tribe have the responsibility to investigate suspected child abuse. Any employee who fails to file the LWS Reporting Form within twenty-for (24) hours is subject to discipline in accordance with LWS Personnel policies.

c. If the allegations of child abuse involve any school employee the referral will follow the same process listed above. The LWS Employee Non-Physical Incident Report Form located in **Appendix 4-C** will be used to document nonphysical incidents involving school employee(s) and students. Activities that occur that do not meet the definition of "abuse" where no physical contact occurred, and which involve employees are considered an "Incident" until the School makes a determination he conduct constitutes child abuse or neglect that must be reported. The determination of whether an incident constitutes suspected child abuse or neglect will be made by the Building Principal or Superintendent receiving the report no later than one (1) school day after the incident is reported. The appropriate Principal or the Superintendent will intervene immediately to establish the validity of the incident report and to

resolve the issue in accordance with LWS Personnel Policies as expeditiously as possible. All cases which constitute child abuse or neglect must be reported to OST DPS in accordance with this reporting protocol.

d. If a LWS Reporting Form filed with OST DPS involves the conduct of a school employee, or the Principal or Superintendent determines an Employee Incident involves a threat to the health or safety of any student or employee, the school employee will be placed on suspension pending investigation status by the Superintendent until the completion of the investigation by OST DPS or the School, and the suspension will be without pay.

e. The School Employee will be notified of the suspension pending investigation without pay in writing by issuance of an Employee Notice. The Employee Notice must contain the following information:
    i. Date of the LWS Report to OST DPS
    ii. The type of abuse alleged
    iii. A brief summary of the allegation iv. That they may be contacted by law enforcement as part of the investigation in any case where the matter is referred to OST DPS.

f. In all cases of reporting to OST DPS, the school employee must remain in suspension pending investigation status until and unless the investigation by OST DPS is complete, or the School makes a decision to terminate employment in accordance with LWS Personnel Policies.

g. Once the investigation is completed, the Superintendent will make a determination in accordance with the LWS Personnel Policies regarding employment status and/or appropriate personnel discipline in accordance with LWS Personnel Policies. The School employee will be notified in writing. The employee is the expected to return to work the next business day following receipt of notice to return to work.

Nothing in this section prevents or supersedes the ability and responsibility of the School to take appropriate disciplinary action in the event the School determines there has been a violation of School Policies warranting disciplinary action.

4.28 DETENTION OF STUDENTS

There is no detention.

4.30 PHYSICAL EXAMINATIONS

The Board may 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 they object 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.

4.31 INOCULATIONS

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

.

The school will comply with all current immunization requirements for students required under South Dakota Codified Laws 13-28-7.1, and laws enacted by the Oglala Sioux Tribe.

Immunizations required for admission to school--Exceptions--Rules.

Any child entering school shall, prior to admission, be required to present to the appropriate school authorities certification from a licensed physician or authorized representative that the child has received or is in the process of receiving adequate immunization against poliomyelitis, diphtheria, pertussis, rubeola, rubella, mumps, tetanus, meningitis, and varicella, according to recommendations provided by the South Dakota Department of Health. The South Dakota Department of Health may modify or delete any of the required immunizations. As an alternative to the requirement for a physician's certification, the child may present:

(1) Certification from a licensed physician stating the physical condition of the child would be such that immunization would endanger the child's life or health; or

(2) A written statement signed by one parent or guardian that the child is an adherent to a religious doctrine whose teachings are opposed to such immunization.

LWS shall require vaccinations when required under the laws of the Oglala Sioux Tribe or under LWS Board adopted policies for purposes of protecting students and employees from communicable diseases, epidemics, or pandemics. The school will comply with all current immunization requirements for students required under South Dakota Codified Laws 13-28-7.1, and laws enacted by the Oglala Sioux Tribe.

4.32 COMMUNICABLE DISEASES

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 nurse and school principal. 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.

4.33 STUDENT HEALTH SERVICE - MEDICATION

Students shall not take medication, prescription or other drugs while at school unless such medicine is dispensed by the school nurse and under the written directive of the student's personal physician. Any student who has medication that must be taken at school, the proper documentation (parent consent form) must be on file with the school nurse's office. All medication must be brought to the nurse's office by an adult, in original bottles and with the student's name on it.

4.34 STUDENT HEALTH SERVICE - ACCIDENTS

The school nurse 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) 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, but the school reserves the right to seek immediate treatment at a Health Care facility for the student in the event the parent or guardian cannot be reached. The school Nurse is not a physician.

4.35 STUDENT SAFETY/SUPERVISION

Student safety shall be assured by close supervision of students in all school buildings, grounds, and offsite activities, through:

1. Maintaining a safe school environment;

2. Observation of safe practices on the part of school personnel and students;

3. Offering safety education to students;

4. Providing the first-aid care for children in case of accident or sudden illness;

5. Development of structures for supervisors of students and activities; and

6. School Personnel/sponsors are responsible for contacting I.H.S. within 72 hours of incident that occurs on off-site location during a school sponsored activity.

4.36 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

4.37 DISMISSAL PRECAUTIONS

The following procedures shall be utilized for student dismissal to ensure they are released for proper reasons and to parents/guardians.

1. The person requesting release of the student must obtain signed written permission from the respective Principal or the Principal's designee.

2. No student will be released from school or class(es) on the basis of only a telephone call.

3. 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. (See Elementary TK-8 Handbook for procedures).

4. 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.

4.38 CUSTODY

The Little Wound School has an increasing number of families experiencing transitions in parental custodial relationships. There are also laws governing divorce settlements and custodial issues are decided in court. For this reason, we find it necessary to develop and clarify the procedures that will be used by the administration and staff of Little Wound School in dealing with families in such situations.

Two-parent family: It is assumed that both parents are living at the same address unless we have been notified otherwise. Therefore, school staff will send home notices, communications, etc. with the child.

It is assumed that both parents are communicating regarding the child and that all information is shared by and between the parents. This information includes, but is not limited to, conferences, report cards, interim reports, discussions with school personnel and permission slips.

Separated family: In families experiencing separation of parents or pending divorce, the above information is shared by the parents and between the parents. Since this situation frequently impacts on a child's achievement and interactions at school, parents are asked to inform both the principal and teacher of this fact so that appropriate support can be given to the child. School personnel cannot proceed on hearsay, rumors or demands of parents or other family members. Appropriate court

orders or other documentation (detailed below) must be filed immediately with the principal of your children.

Actual divorce decree: The principal must be informed by the custodial parent if one parent is given clear physical and/or legal custody. A copy of the entire decree or order designating custody of the children and the specifics of the custody (i.e. access to school records, check out, conferences, etc.) as well as the signature of the judge is to be submitted to the principal. School communications shall be sent home to the custodial parent, unless there is joint legal custody, in which case school communications shall be sent to both parents. Custodial parents should understand, however, that unless the divorce decree specifically limits the non-custodial parent's right to access records, the non-custodial parent has a right to the same access as the custodial parent.

"Records" include official transcripts, report cards, health records, referrals for special services, attendance records and communications regarding major disciplinary actions. It does not include daily classwork and papers, or routine communications sent through the children to the home. In these cases, the custodial parent is asked to cooperate with the school and share this information directly with the noncustodial parent. This avoids time consuming duplication of services. Furthermore, unless restricted by a court order which has been provided to the school principal, any noncustodial parent has the right to attend any school activity of the child which includes sports activities and school programs.

Joint legal and/or physical custody (shared parenting agreement): Both parents have access to school personnel and activities. It is assumed that one copy of communications and information will be sent home with the child and that this will be shared by and between the parents. If dismissal arrangements will be at least one day in advance. This is to avoid the problem of children's whereabouts not being known. Parents must cooperate and notify each other and the school of plans so that no children are put at risk.

Parent Conferences: It is preferred that one conference appointment be scheduled for both parents. Parents are encouraged to set aside their differences and to come together on behalf of their child. It also ensures that both parents are given the same information at the same time and misunderstandings and misinterpretations are avoided. If both parents cannot be in attendance, it is assumed that the custodial parent will share information.

Visitations: Visitations should be done in the homes of the parents and not at school. No visitations shall be allowed at the school. It is hoped that visitation arrangements would reflect the sensitivity of the child and both parents. Consistency, routines and safety should be underlying factors of such arrangements. This will allow Little Wound School to effectively accomplish the responsibility of reaching and ensure the well-being of all children.

Law enforcement Issues: If a disagreement arises involving law enforcement in custodial issues, law enforcement is to notify principals of the issues and work with the parents, preferably off school grounds. Law enforcement shall not be allowed to disrupt school activities or take children during school hours, unless the school has been notified in advance, had had an opportunity to make the least disruptive arrangements, and agrees to the enforcement of orders involving children during school hours.

Little Wound School staff do not automatically know when a family experiences custodial changes. In such matters, parents are required to immediately bring appropriate documentation to the school. Phone calls and notes or messages send with children will not suffice. The school will not provide records, information or allow conferences with anyone other than the custodial parent. The non-custodial parent has equal access to these rights unless specifically written in the custodial decree. Other family members of both parents do not have access to these rights.

4.39 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.

4.40 BICYCLE USE

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 all times on school premises and are not allowed to park or store bicycles on school grounds unless authorized by the respective Principal in writing.

4.41 AUTOMOBILE/MOTORCYCLE/ATV USE

The Board assumes no responsibility for damage, theft or accidents resulting from student driven automobiles, motorcycles, or ATV's on school premises or during the regular business day.

Students driving automobiles, motorcycles, and ATV's to school are prohibited from driving them during the school day. No Students are allowed to drive any automobiles /motorcycles/ ATV's during the school day. No student may park their vehicle on school grounds without a permit. In order to obtain a permit, the student must show proof of

insurance and a current driver's license. This policy shall be enforced by the respective school principal. All students' auto keys must be turned in to the Principal or designee daily. (see student handbook for policy violation)

Those students who drive automobiles to school will have to be registered by the respective school principal or the Principal's designee where a permit will be issued for no fee. The permit will be displayed on the vehicle before being allowed to remain in the school parking lot. Proof of a driver's license and proper insurance will be shown and required with parents/guardians permission for use of vehicles before the permit will be issued. Students must list on the permit application any other students they transport, and the School must have on file permission form the parent/guardian of any student under 18. Any student who leaves campus in a vehicle without authorization during the school day will have their permit revoked. Unauthorized vehicle use or parking will result in the vehicle being towed from LWS property at the expense of the owner. Any student using vehicle to leave campus during the day, unauthorized, will lose privilege of driving vehicle to school. Temporary permits will be issued for short-term parking. Visitors will have a designated area for short-term parking.

4.42 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.

Ref: 5.43 Student Activities Fund Management

4.43a STUDENT COUNCIL

We, the students of Little Wound 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 Little Wound School Student Council.

ARTICLE II -OBJECTIVES

The objectives of the Student Council are:

1. To increase student responsibility,

2. To develop leaders through actual participation,

3. To encourage student participation in solving their own problems,

4. To promote school spirit and good morale in every phase of school life.

ARTICLE III -MEMBERSHIP

Section I. The Student Council shall consist of the 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:

1. The President will preside at all meetings of the Student Council, call meetings, and act as ex-officio member of provisions of the constitution.

2. The Vice-president will take the place of the President in the President's absence and will fill that office in case it is declared vacant.

3. The Secretary keeps the records of all officers, committees, and members, and does correspondence for the organization. All correspondence is approved by the Advisor.

4. The Treasurer keeps records of the collection and disbursement of funds and acts as a member of the Finance Committee.

5. Officers may be removed for non-participation.

ARTICLE V -QUALIFICATIONS

Section I. Any Little Wound 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:

1. To insure the functioning of the student council.

2. To discuss matters of the student government.

3. 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.

4.43b STUDENT COUNCIL REPORTING TO SCHOOOL BOARD

The Student Council shall elect two of its member to provide a monthly report to the School Board at the monthly Regular School Board meeting – one for the high school and one for the middle school. Student Council members shall be paid a stipend for attendance at the monthly Regular School Board meetings.

4.44 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 and approved 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.

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
Easter

Students may furnish store-bought and pre-packaged 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 consistent with the Wellness Policy guidelines. LWS discourages non-nutritious snacks (pop, candy, etc.).

4.45 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.

4.46 STUDENT VOLUNTEERS

To promote the concept and value of Generosity, students will 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.

4.47 EMPLOYMENT OF STUDENTS

The Principal 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.

4.48 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 Little Wound School Board budget meeting.

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.

4.49 SALE OF FOOD OR OTHER GOODS IN THE SCHOOL

No individuals, whether they are employees, students or community members, are authorized to sell food items or other goods or services on campus without the approval and authorization of the Superintendent. This policy is necessary to protect the health and safety of students and employees.

4.50 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 exhibit behaviors reflective of the basic Lakota Values.

4.50 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, the Principal is authorized to make special arrangements for the instruction of the student and to provide an appropriate educational program.

Pregnant students must have parental consent and a medical physician’s release before participating in a SDHSAA sanctioned activity.

4.51 AT RISK STUDENTS

Teachers shall notify the respective Counselor, Dean of Students and Principal of any student(s) at risk of being unenrolled so that resources become immediately available to the student. Every student should be counseled as soon as they are detected to be at risk of unenrollment or withdrawal from school 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.

4.52 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. Approved exchange students have all the rights and privileges of a resident student in the school system during their period of enrollment.

4.53 STUDENT RECORDS

Student records shall be held at designated locations. The parent/guardian or adult student shall complete an access authorization list enumerating who can have access to specific student files, outside of regular confidentiality rules. Student records will comply with all applicable federal, state and tribal laws. Student records will contain, but are not limited to: (identifying data, academic work completed, attendance data, standardized achievement test scores, level of academic achievement, scores on standardized intelligence tests, grades, inventory results, and family background information) e.g. academic file, health data, medical file, psychological test, behavioral records and counseling records. E.g. counseling/behavioral file.

Student records shall be made available to the Superintendent, Principals and Counselors. Teachers will have access to academic records only. They may access other records pursuant to the laws of confidentiality. 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 LWS, without having a second LWS administrator or employee present at all times as a witness to such access or change of records. Student academic file (which do not include health information, special education services or physical/mental assessments) shall be made available to an outside person or agency only under the following conditions:

1. A written request is received by school officials duly signed by a parent, or legal guardian of the student, or by a student of legal age (18 yrs. or older).

2. A written request is received by school officials in the form of a specific request from the court or a court order. Only information requested shall be provided and parents and/or students shall be notified of all such orders in advance of compliance.

3. Student information will only be released to the transferring school upon receipt of release of information request signed by the students' parents/guardians. Only 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.

4. Instances where a request for information might come from an outside agency, the agency will file a release from the student or parent or guardian.

5. 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 may be released.

When information is placed into the file related to the special education or the physical/mental health of the student, HIPAA requirements must also be met before the disclosure of student information. Access to records is denied if the person requesting is not on the access authorization list, is not a person seeking directly information only, or is

not a person viewing the records as directed by a federal grand jury or through some other subpoena/order of a court. Release of health information shall follow federal HIPAA regulations.

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.

After a period of three (3) years post-graduation, the records manager notifies all parents/adult students of the intention to destroy the information from the student's records. This notice will 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.

Parents/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/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 any further action they may take to appeal this decision. If the unamended record is later disclosed, the request for amendment must be attached to it.

References: Family Education Rights and Privacy Act (FERPA); HIPAA

RECORDS OF ACCESS

The principal shall keep a composite of 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:

1. Inspected and reviewed by the parent/student; or

2. Requested by an outside agency or individuals.

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.

CHALLENGES TO RECORD CONTENT

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 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.

A copy of the School policy on student records shall be on file in the office of each Principal and of each individual who carries out procedures relative to this policy.

4.53a STUDENT INFORMATION SYSTEM

The Native American Student Information System (NASIS) shall be the official database for acquiring student and staff data. The database may be accessible to staff, students, or parents and only to the data they have the privilege to access.

Little Wound School will designate a system administrator to oversee the integrity of the database, maintain user accounts, provide training, and troubleshoot. Staff who have the privilege to utilize the student information system shall comply with all requirements to protect student data.

4.54 SEXUAL HARASSMENT

It is the policy of Little Wound 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. *See* Section 7 – Title IX Nondiscrimination Policy.

4.55 TECHNOLOGY ACCEPTABLE USE - PLAGIARISM

a. *See* Technology Acceptable Use Policy, Section 7.75. LWS takes an educational approach to the ethical use of Artificial Intelligence (AI). LWS understands a strict prohibition is not realistic, the School will equip students, staff, and parents with updated information on the advancements and uses of AI and the impacts in our communities. In addition to the requirements of the Technology Acceptable Use Policy, students are expected to uphold academic integrity in completing school work and in the learning environment. Students are also prohibited from using their own devices, or any other devices that are not the property of the School, to engage in plagiarism, which is representation of the work of another as one's own without proper attribution. Students are prohibited from using artificial intelligence (e.g., ChatGPT) to complete assignments other than when expressly instructed by a teacher to do so, and from entering personally identifiable information into AI programs.

4.56 (SECTION 504)

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 (1) 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 (2) are based on adherence to evaluation, placement, and procedural safeguard requirements.

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 one's self, 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.

4.57 SPECIAL EDUCATION (IDEA 2004)

All special education students follow the Little Wound School policies and procedures unless otherwise specified on the Individual education Plan (IEP). If there is a conflict between Little Wound School policies and procedures and the federal or tribal law, the federal or tribal will take precedence. Also see the Special Education Handbook.

1. Identification and Evaluation

To be eligible for services under the LWS Special Education Program, a child must have a disability that adversely affects educational performance and requires specially designed instruction. Children must be identified under one or more of the following categories:

a. Intellectual Disability (ID; 40)
b. Hearing Impairment/Deaf (HHD; 41)
c. Speech/Language (SP; 42)
d. Visual Impairment (VI; 43)
e. Emotional Disturbance (ED; 44)
f. Orthopedic Impairment (OI; 45)
g. Other Health Impairment (OHI; 46)
h. Specific Learning Disability (SLD; 47)
i. Deaf/Blind (DB; 48)

j. Multiple Disability (MD; 49)
k. Autism (Autism; 50)
l. Traumatic Brain Injury (TBI; 51)
m. Developmental Delay (DD; 52)

Once it is determined that a child is eligible for the LWS Special Education Program, LWS shall provide an education through the least restrictive environment. The cost of the LWS Special Education Program shall be borne by LWS 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 LWS to pay for such an education begins when an eligible child is five (5) years of age and enrolled in LWS. 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.

LWS 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).

Special Education Director shall develop and implement a method for LWS to identify children eligible for the LWS Special Education Program. This method shall be documented with all documentation kept confidential. Some activities to further public awareness which may be provided are sending pamphlets to the parents regarding the special education services available during school registration; placing notices in the tribal agenda/newsletter periodically; announcing the special education programs on the tribal radio station periodically; advising local physicians and health providers of the special education program and its services; and providing training and in-service to LWS staff regarding the special education program. To identify children eligible for the LWS Special Education Program, 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 insure that all students testing, grades and assessments are reviews on an annual basis to also identify potential children with disabilities.

The Child Study Team shall be comprised of the following: principal, counselor, special educator, one general educator, and referring party. When any parent, child, family member, public or private agency, school personnel or screening refers a child for the LWS Special Education Program, the Child Study Team shall conduct a meeting in order to complete any additional required factfinding, to brainstorm, and to establish a plan and timeline with specific direction to appropriate staff to address whether further evaluation is needed. When Little Wound School staff have concerns that a student may have a suspected disability, the staff member will follow the pre-referral process, which includes notifying the parent/guardian of their concern and the possible need to refer to the special education department. The Special Education Director, or designee, may also follow up with the parent.

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 a guardianship over the student.

If further evaluation is not warranted, the Child Study Team will work together to provide other services for the child. The parent and/or child must be notified of the reasons the child will not be considered for the LWS Special Education Program. If further evaluation is warranted, the information shall be turned over to the IEP Team to determine whether the child is eligible for the LWS Special Education Program and to develop an IEP for the particular child.

The individual education plan team will be comprised of the following members: parent/guardian, building administrator, general education teacher, special education teacher, student (when appropriate), related service provider (when appropriate), and outside agency (when appropriate). The Director shall complete the appropriate information needed for the IEP Team to establish a program for the child. Such information may include medical history, health status, motor skills, speech/language or hearing evaluations, classroom observations, family history, and educational history.

To determine eligibility the IEP Team must determine the following:

a. Whether the child has a disability;

b. Whether that disability adversely affects the child's educational performance;

c. What specific special education and/or other related services are required based upon the findings in 1 & 2; and

d. An IEP in the least restrictive environment for the child.

The parent shall be notified five (5) calendar days, unless waived by the parent, in advance of the IEP meeting. 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 evaluation process, and an explanation of why the evaluation 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 with regard to attempts to notify of meetings, consents, and additional information regarding the student's needs.

If the parent refuses to consent to evaluation, LWS may still be required to provide special education services. The Director shall develop a process by which to resolve issues between the school and a non-consenting parent. The parent may also refuse the special education services proposed by the IEP Team. When this occurs, the coordinator shall develop a process by which to resolve the issues between the school and the non-consenting parent.

The Director shall keep a list of all special education students and the dates of their next reevaluation are due. This information will be provided to the child's special educator(s). The Director shall notify the parent at least thirty (30) days prior of any reevaluation so the parent may be included in that process as well. The child's special educator will establish the reevaluation team and the decisionmaking process for the reevaluation. The above process is repeated only with the reevaluation team and special educator completing the tasks previously delegated through the assessment and evaluation process.

2. Parental Notification

The Director shall do its 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 a ten (10) day 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.

A parent is also permitted to request a reevaluation of their student child at any time. However, a reevaluation may be completed by the reevaluation team with existing data and assessments. If the parent insists upon additional testing, the coordinator shall work with the parent through the established resolution process to seek resolution of the disagreement between school and parent. A parent is also permitted to request an independent evaluation. All requests made for an independent evaluation are forwarded to the superintendent. The Director 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 to enter into the conflict resolution process. If an independent evaluation is completed by the parent, the IEP Team or reevaluation team shall consider that information in with all other information in establishing/modifying the student's IEP.

3. Behavior or Disciplinary Action

If a current special education student has a behavioral incident, the Director will invite the parent(s) of the student to an IEP Team meeting to determine the best course of action for the student. The IEP Team will consider developing a behavioral plan, if one is not already in place, modify the existing behavioral plan, or determine what other least restrictive alternative is available to continue to meet the student's educational needs. The IEP Team shall also consider whether the student's disability impaired their ability to understand the impact and consequences of behavior, or whether the student's disability impaired ability to control the behavior. If the IEP Team determines that the student's disability doesn't impair their ability to understand or control the consequences or the behavior, then the child shall be disciplined as any other LWS student. In no circumstance can educational services be denied for more than ten (10) school days in a school year. If a student is involved in disciplinary action who is not currently a special education student, but there is an indication that the student may have a disability not previously identified, such disability shall be considered in discipline and a referral must be made to the Director for assessment and evaluation.

4. Discontinuation of Services, Graduation and Grading

If it is suspected that a student no longer meets the eligibility criteria for the LWS 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 LWS Policies and Procedures.

LWS'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 Director 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, LWS is obligated to provide special education services until the student reaches age twenty-two (22). If a child is turning twenty-one (21), the coordinator will provide the parent with prior written notice regarding discontinuing special education services.

LWS's obligation to provide special education services also ends when: 1) the student transfers to another school; 2) the parent withdraws the student from school and the parent has made other provision for the student's educational needs. In the event that a student drops out of school, the Little Wound Special Education Department will make every effort to continue providing special education services until the obligation for Special Education services ends due to one of the aforementioned reasons.

The Parent/Guardian consent is required prior to the initial provision of special education services. If a parent (or student who has reached the age of majority) wishes to revoke consent for special education services, they must complete and sign a "Revocation of Services" document. When the school district receives this request, the Special Education Case Manager must provide the parent/student with a prior written notice documenting the intent to end services and the date that services will end, which shall be at least five (5) school days from the date the school receives the request. If the team, including the parent, is in disagreement regarding the revocation of services, the Special Education Director will attempt to resolve any concerns to the satisfaction of both parties. If a resolution is not obtained, the Special Education Director may file a due process complaint against the parent. After special education services have been revoked, the student with a disability may be eligible for accommodations under a 504 plan.

If the parent, who previously revoked services, requests to resume special education services at a later date, the Special Education Director and team will consider this as a parent referral for an initial evaluation.

4.58 OBTAINING/DISCLOSING CONFIDENTIAL INFORMATION REGARDING STUDENTS

The parent or adult student shall complete an Access Authorization List enumerating who can have access to the student's files. When information is placed into the file related to the special education or the physical/mental health of the student, HIPAA requirements must also be met before the disclosure of student information.

Access to records is denied if the person requesting is not on the access authorization list, is not a person seeking directory information only, or is not a person reviewing the records as directed by a federal jury or through some other subpoena/order of the court. The coordinator shall also develop a list of individuals within LWS permitted to review the confidential records of a student and establish a way to document all times LWS personnel have accessed student files. For instance, a special educator may be permitted to view some documents within the file that a teacher may not.

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.

After a period of three (3) years post-graduation or post separation from school, the Records Clerk notifies all parents/adult students of the intention to destroy the personally identifiable information from the student's record. This notice includes the destruction time, parent/adult prior student rights regarding the records, and steps to obtain the records if they object to their destruction. Records are then designated for shredding or release to parents/adult student. Logs of the destruction of the documents shall be kept.

Parents/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/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 immediately of any further action they may take to appeal this decision. If the unamended record is later disclosed, the request for amendment must be attached to it.

References: Family Education Rights and Privacy Act; HIPAA.

4.59 STUDENT ALCOHOL AND DRUG TESTING

It is the policy of the Little Wound School Board to provide a safe, secure, and drug and alcohol-free school environment by implementing a program to detect, treat, and prevent the use and abuse of alcohol and drugs by all students.

Drug or Alcohol use by a student is illegal and poses a serious threat not only to their own well-being, but also to the well-being of the entire school community. Drug or alcohol use will not be tolerated during school hours, on school property, or at any schoolsponsored activity or event during or after school hours. Students who violate the school policy on use, possession, sales, or distribution may be subject to disciplinary action as set forth in the Student Handbook.

When determining possible alcohol use or intoxication by a student during the school day or at a school-related function, the safety of the student is the primary concern. An

assessment of a student's suspected alcohol use may be aided by the use of a breath alcohol testing device that indicates the presence or absence of alcohol, when based upon reasonable suspicion or probable cause. In addition, in a case of reasonable suspicion of drug use, the School may require the student to take an oral drug test supervised by an authorized individual . The parent or guardian will be notified of any alcohol or drug test conducted on the basis of reasonable suspicion during the course of the assessment process when possible.

The School will provide parents and guardians with notice of this policy at the beginning of the School Year in writing. Any student who refuses a drug or alcohol test will be removed from school for the day, and may be subject to discipline for drug or alcohol violation based on the evidence available to the School at the time of the incident. Any parent that would like to have confirmatory testing through an outside testing facility (laboratory) for a student may do so at their own expense. The parent is required to take the student to the testing facility. A copy of the laboratory results may be submitted to the Principal or their designee.

Procedure:

<u>During the normal school day or at school-sponsored events.</u>

<u>Alcohol Testing</u>

1. An employee may determine possible student alcohol use without the aid of a breath alcohol testing device by observing one or more of the following indicators:

    - Slurred speech
    - Unsteady gait
    - Impaired motor control
    - Flushed face
    - Smell of intoxicating liquor on breath, clothing, or person
    - Vomiting
    - Unusual or abnormal behavior

If the employee determines that a student is intoxicated or has used alcohol based on one or more of the above indicators, that shall constitute reasonable suspicion and the following actions will be taken:

a. The parent/guardian is notified and requested to take student home.
b. Emergency help is called if student is assessed to be at risk for alcohol poisoning or in need of medical assistance.
c. The police may be called to take the student into protective custody.
d. Disciplinary action may be taken as indicated in the LWS Student Handbook and may result in suspension.

2. If a student is reasonably suspected of being under the influence of alcohol or is suspected of having consumed alcohol, the following actions will be taken:

a. The student is escorted to the test site.
b. The test is conducted by a certified Breath Alcohol Technician (BAT).
c. The test uses an approved Evidential Breath Testing (EBT) device.
d. Emergency help is called if student is assessed to be at risk for alcohol poisoning or in need of medical assistance.

3. If the test is positive (.01 BAC) the student may request a maximum of two additional tests taken at least 2 minutes apart. If these additional tests are positive:

   a. The parent/guardian is notified and requested to take student home.
   b. Emergency help is called if student is assessed to be at risk for alcohol poisoning or in need of medical assistance.
   c. The police may be called to take the student into protective custody.
   d. Disciplinary action may be taken as indicated in the LWS Student Handbook and may result in suspension. First time offenders shall be referred for alcohol/drug screening and repeat offenders may be required to complete a full alcohol/drug assessment.

4. If the test is negative, the student will be allowed to resume activity if the administrator does not suspect the use of other drugs.

   a. The student's parent/guardian will be notified that the breathalyzer was administered.

5. If a student who is suspected of being under the influence of alcohol or who is suspected of having consumed alcohol refuses the test:

   a. Law enforcement will be called to assess/test the student.
   b. The administrator will notify the parent/guardian to pick up the student and detain the student until parent/guardian arrival unless the law enforcement assessment shows a positive BAC, then refer to #3 above.
   c. The administrator will consider the refusal and all other evidence to determine whether or not the student is intoxicated or has consumed alcohol and may discipline the student in accordance with the LWS Student Handbook.

6. If any student suspected of intoxication leaves the scene against the school official's request:

   a. Parent/guardian is notified.
   b. Public Safety is notified.
   c. Disciplinary action is taken as indicated in the LWS Student Handbook.

7. There is a possibility that a student may become intoxicated after passing an initial breathalyzer screening. If the administrator in charge of the function observes the behaviors listed in (1) in such a student, then they may administer the breathalyzer. If the student tests positive on the breathalyzer, they may request a second and third

test. If these tests are positive, then the administrator will follow the procedure as written in (3) of this policy. School discipline will be administered and may result in suspension.

A. Drug Testing

1. An employee may determine possible student drug use without the aid of a drug test by observing one or more of the following indicators:
    - Slurred speech
    - Unsteady gait
    - Impaired motor control
    - Flushed face
    - Unusual odor on breath, clothing, or person
    - Vomiting
    - Unusual or abnormal behavior

If the employee determines that a student is under the influence or has used drugs based on one or more of the above indicators, that shall constitute reasonable suspicion and the following actions will be taken:

2. If a student is reasonably suspected of being under the influence of drugs or is suspected of having consumed any type of drug, the following actions will be taken:
    a. The student is escorted to the test site.
    b. The test is conducted by a trained staff member or other designated school official.
    c. The test uses an FDA-approved testing kit
    d. Emergency help is called if student is assessed to be in need of medical assistance.

3. If the test is positive:
    a. The police will be called to take the student into protective custody.
    b. The parent/guardian is notified and requested to take student home if the police do not respond in a reasonable amount of time.
    c. Emergency help is called if student is assessed to be in need of medical assistance.
    d. Disciplinary action will be taken as indicated in the LWS Student Handbook and may result in suspension.
4. If the test is negative, the student will be allowed to resume activity if the administrator does not suspect the use of other drugs

    a. The student's parent/guardian will be notified that the drug test was administered and the results.

5. If a student who is suspected of being under the influence of drugs or who is suspected of having consumed drugs refuses the test:
    a. The police will be called to assess/test the student.

b. The administrator will notify the parent/guardian to pick up the student and the student until parent/guardians arrival unless the police assessment is positive for drug use. Then refer to #3 above.
c. The administrator will consider the refusal and all other evidence to determine whether or not the student is under the influence or has consumed drugs and may discipline the student in accordance with the LWS Student Handbook.

6. If any student suspected of being under the influence of drugs leaves the scene against the school official's request: a. Parent/guardian is notified.
   b. Public Safety is notified.
   c. Disciplinary action is taken as indicated in the LWS Student Handbook.

7. There is a possibility that a student may appear to be under the influence of drugs after the initial screening. If the administrator in charge of the function observes the behaviors listed in (1) in such a student, then they may administer the drug test. If this test is positive, then the administrator will follow the procedure as written in (3) of this policy. School discipline will be administered and may result in suspension.

NOTE: Law enforcement may be called at any time by the School if there is reasonable suspicion a student is intoxicated.

4.60 STUDENT CHAPERONES

Chaperones are to be responsible in ensuring the safety and well-being of the assigned students. Chaperones are the key person(s) to whom the young person looks to for guidance, protection, clarification, and support. Chaperones are to know at all times the location of student(s) for whom they are designated and to be available for assistance. Chaperones are to maintain positive behavior and get along with students, parents, and the public in general. Drug and alcohol use by chaperones is strictly prohibited. Chaperones shall have passed a complete background investigation and have been adjudicated in accordance with 25 CFR Part 63. Principals approve all chaperones.

Male students shall have male chaperones and female students shall have female chaperones.

4.61 K-9 (POLICE DOG) SEARCHES

LWS reserves the right to conduct random searches by K-9 police dogs throughout the school campus for illegal substance(s) and firearms, to maintain a safe school environment.

4.62 PERSONAL ELECTRONIC DEVICE

At Little Wound School we believe in creating an environment that cultivates the talents of every student and one that prepares our graduates for an ever-changing world. We also believe in integrating technology and Personal Electronic Devices (PEDs) into classroom instruction in order to comply with LWS goals.

During Non-Instructional Time: Students may use PEDs during class breaks and in the cafeteria during breakfast or lunch for personal or instructional purposes. Students are allowed to send and receive text messages, listen to music, access LWS approved sites, and send and receive email during these time periods only.

During Instructional Time: Student use of PEDs is not allowed unless it is for note taking or during a teacher-approved lesson in which PEDs are being integrated into their instruction.

- Usage will not be disruptive to other students, staff, or to the overall school environment. Texting to other students while they are engaged in instructional time is prohibited.
- Ear pods/headphones must be used so that others will not be able to hear the sounds from one student's device. Speakerphones may not be used.
- Before entering class, students are expected to put away all PEDs and be ready, respectful, and responsible in regard to these policies.
- There shall be no PED use during assessments, exams, or any type of testing.
- Students may not use PEDs to bully or harass other students, faculty, or staff in any way, including on social media. Violations of this policy may result in loss of PED privileges for the year. The student's PED will not be returned to the student until a parent conference is held with student and the student's administrator. The Bullying Behavior policies and consequences may also apply.
- Students may not use PEDs to photograph other students or staff members.

Consequences

1st offense: teacher/staff warning to student.

2nd offense: PED privileges lost for the day; PED taken and given to office staff and parents will be notified to pick up the PED.

3rd offense and beyond: loss of PED privileges; violations will be treated as defiance and insubordination, and further disciplinary consequences will be applied using administrative discretion.

Students are responsible for PEDs. Little Wound School is not responsible for lost, stolen, or damaged PEDs.

4.63 ALTERNATIVE SCHOOL EDUCATION

1. Enrollment

Grades 9-12:

Preceding a student's enrollment in the alternative school, the principal, the student's counselor, and the dean of students will hold a meeting. This meeting will

determine the adequacy of an alternative school setting to support the student's ongoing academic and personal development. The Parent or guardian will be notified of decision to enroll a student in the alternative school.

A student may also independently request placement in the alternative school setting by submitting an application or written petition to their principal. Within one week of submitting this application or petition, the principal will meet to review the application (in consultation with the student's parent or guardian) before a decision on placement is made. A student's first day enrolled in the alternative school setting will be the Monday immediately following the decision.

2. Behavioral Expectations

Any student enrolled in the alternative school is subject to the policies and expectations of the Little Wound School and the Little Wound School Student Handbook. Enrolled students will also be subject to the established rules and norms of the alternative school.

3. Contracts

At the determination of the alternative school supervisor or principal, any student (and a parent or guardian) may be required to sign a binding attendance, behavior, conduct, counseling, and/or personal improvement contract. Refusal to sign or comply with a contract will prevent the student's initial or continuing enrollment in the alternative school.

4. District Participation

Students in the alternative school are students of Little Wound School and eligible for full participation in school activities, where applicable. This includes athletic participation (if eligible); participation in school events, including (but not limited to) baccalaureate, graduation, prom, dances, sporting events, and field trips; and the ability to attend after-school school tutoring or clubs.

5. Re-enrollment

Students in the alternative school may return to the traditional school, unless restricted by the board or stipulations of policy. Students may submit a written petition (with parent or guardian signature included) requesting to return to the traditional school setting. Within one week of the petition's submission to the alternative school supervisor, the principal and the alternative school supervisor will meet to determine the future enrollment status of the student. Submission of a petition does not guarantee the student's return to the traditional school setting.

4.64 BACKPACKS

Backpacks, purses, and other personal bags and containers must be placed in locker during school day and shall not be carried in classrooms or hallways; except at the start and at the end of the school day. Clear backpacks are required for TK-12 students.

4.65 EDUCATION OF HOMELESS CHILDREN (MCKINNEY VENTO)

I. General Policy Statement:

Little Wound School shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

II. Definitions:

"School of Origin" shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

"Homeless children and youths" shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

a. 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 adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
b. 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;
c. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
d. Migratory children who qualify as homeless because they are living in circumstances described in (a-c).

"Unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.

III. School Stability:

A. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child's or youth's school of origin is in the child's or youth's best interest, except when
doing so is contrary to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including; the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

B. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.

C. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

IV. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

a. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new
school or school district;
b. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
c. In a manner consistent with the Federal Education Rights and Privacy Act.

V. Services:

Local Education Agency Liaison: The Little Wound School shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending Little Wound School.

The LEL responsibilities shall include, but are not limited to:

a. Ensure homeless children and youth are identified through outreach and coordination activities with the community and school personnel responsible for education and related services to homeless children and youths;
b. Receive appropriate time and training in order to carry out the duties required by law and this policy;

c. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
d. Ensure that homeless children and youths: are enrolled in school which includes attending classes and participating fully in school activities and have a full and equal opportunity to meet the same challenging academic standards as other children and youths;
e. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and oncampus supports.
f. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
g. Ensure that public notice of the educational rights, and available transportation services, of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
h. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

VI. Dispute Resolution:

The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.

In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The school shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall ensure that the dispute resolution process is completed, and the Superintendent issues a final written decision within 30 (thirty) calendar days from the date of said writing.

Appeals

Any parent, guardian or other person having legal or actual charge of a homeless child or youth, or the homeless child if there is no parent guardian or other person, that is dissatisfied with the decision of the LEL may file an appeal with the Superintendent within fifteen (15) business days of the date of the final dispute resolution decision by the Superintendent. The School Board shall schedule an appeal hearing within 15 (fifteen) business days of the filing of the Notice of Appeal. The School Board shall issue a written decision within five (5) days of the date of the hearing. The decision of the School Board shall be the final decision of the School.

Any parent, guardian or other person having legal or actual charge of a homeless child or youth also has the option to contact the United States Department of Education, One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106; Telephone: 816-268-0550, or the BIE Office for Civil Rights, Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Ave., SW, Washington, D.C. 20202-1100; Telephone: 1-800-421-3481.

4.66 EDUCATION OF STUDENTS IN FOSTER CARE

Policy Statement: Children in foster care are often a vulnerable and highly mobile student population. Children in foster care typically make more unscheduled school changes than their peers in a given school year. Compared to their peers, students in foster care experience lower high school graduation rates, lower scores on academic assessments, and higher rates of grade retention, chronic absenteeism, suspensions, and expulsions.

It is therefore the policy of the LWS Board that children currently enrolled at Little Wound School remain as students at Little Wound while in foster care unless there is a determination that it is not in the student's best interest to continue to attend Little Wound. It is also the policy of the LWS Board that a nonresident student placed in foster care located within the boundaries of Little Wound School shall be immediately enrolled at Little Wound if it's not in the child's best interest to stay in the student's district of residence, even if the student is unable to produce records normally required for enrollment.

Definition of Foster Care: Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility, and includes placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care regardless of whether the foster care facility is licensed and payments are made by the State, Tribal, or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.

Notification to the school: The Department of Social Services, Division of Child Protection Services (CPS) will notify the school within one school day when a student has been placed into foster care or has a change in his or her living arrangements. The CPS will also inform if placement could result in a change to the student's school. The school will immediately update the student's foster care status in the student database.

Best Interest: The best interest determination must be based on multiple student-centered factors, including but not limited to appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement. The school and the Department of Social Services, Division of Child Protection Services (CPS) will collaborate to develop a joint process for making best interest determinations. The student will remain in his or her school of origin until the school and CPS make a best interest

determination. CPS and the school will make a best interest determination within five school days of the student's foster care placement, except in emergency removal situations. CPS and the school will document the decision and next steps. Transportation costs should not be a factor. The school and CPS shall consult the student, if appropriate, and adults who have meaningful relationships with the child. If the school and CPS cannot agree on what is in the best interest of the student, the ultimate decision resides with the CPS. To the extent feasible and appropriate, a child must remain in his or her school of origin while awaiting a decision to reduce the number of school moves.

Immediate Enrollment of Child Placed in Foster Care: If it is not in the child's best interest to stay in his/her school of origin, the student must be immediately enrolled in the new school and eligible to attend classes and receive appropriate academic services even if the student is unable to produce records normally required for enrollment. The enrolling school shall on the day of enrollment contact the school last attended to obtain relevant academic and other records and the school of origin is to send the student's records within one school day. CPS will provide the new school with as much information as possible about the student (such as age, grade and academic history) to ensure appropriate support and placement until the school receives relevant records from the school of origin. If the enrolling school does not know the student's grade, it can give grade-level assessments to determine a student's placement until the school receives relevant records. The new school will provide the student appropriate credit for full or partial coursework satisfactorily completed while attending prior school(s).

Transportation: If the school and CPS determine the child should stay in the school, the school and CPS will develop and implement a plan to provide, arrange and fund transportation within five school days of the best interest determination. If the school is the school of origin and there are additional costs incurred in providing transportation, the school will provide transportation if CPS agrees to reimburse the school, if the school agrees to pay the cost, or if the school and local CPS agree to share the cost. The school and CPS will arrange interim transportation until permanent transportation plans are in place.

Point of Contact: The LWS Board shall designate a Point of Contact (POC) for CPS and inform CPS of the person designated. The POC shall be responsible for coordinating with local CPS to develop a process for implementation of Every Student Succeeds Act (ESSA) provisions and shall have the capacity and resources to guide the implementation of the ESSA provisions.

DISPUTE RESOLUTION PROCESS

Disputes between the school and the student's caregiver/education decision–maker:

Level I. The student's caregiver or education decision-maker may dispute the school's best interest determination, transportation decision, or the provision of any other educationrelated service for a student in foster care. They may do so by providing the school or the school's Foster Care Point of Contact (POC) with written notice of the dispute within fourteen (14) calendar days of receiving notice of the school's determination (e.g.,

that the school intends to enroll the student in a school other than the school of origin or the school requested by the caregiver or the education decision-maker).

The notice of dispute, if provided to the school, will be immediately forwarded to the Foster Care POC, or if that person is unavailable, another designee. The POC will log receipt of the notice (including the date and time), and then forward a copy of this documentation to their immediate supervisor and the superintendent or designee. The Liaison will make a decision on the dispute within seven (7) calendar days of receipt and inform the caregiver or educational decision-maker in writing of the result. The following documents will be included with the decision in an "appeals package":

A copy of the original notice of dispute; Any additional information from the caregiver or educational decision-maker and/or foster care liaison; and Instructions on appealing the decision to Level II. The liaison will verify receipt of the written decision by the caregiver or education decision-maker.

Level II.

If the caregiver or education decision-maker disagrees with the decision of the foster care liaison, he or she may appeal the decision to the Superintendent or his/her designee. He or she may do so by providing the Superintendent's office with a copy of the Level I appeals package within fourteen (14) calendar days of their receipt of the Level I decision.

Within seven (7) calendar days of the notification to the school that the caregiver or education decision-maker intends to appeal, the Superintendent or designee will arrange to meet within a reasonably expeditious time period either in-person or through phone/video conference with the student's caregiver or educational decision-maker, the student if appropriate, and at least one representative from CPS. If it is not possible for the CPS representative to be present within a reasonable time, the Superintendent or designee will document their efforts to include the representative and proceed with the conference.

Within seven (7) calendar days of the conference, the Superintendent or designee will provide the caregiver or educational decision-maker with a written decision, supporting evidence, reasons for the decision and an appeals package that includes:

A copy of the initial dispute filed at Level I and the Level I decision; The Level II decision rendered by the Superintendent or designee; Any additional information from the caregiver or education decision-maker and/or foster care liaison; Instructions as to how to file a Level III appeal, including the physical address and email address of where to submit the dispute.

The school's Foster Care POC will also be provided a copy of the Level II decision and appeals package. The POC will be responsible for verifying receipt of the decision and appeals package by the caregiver or educational decision-maker.

Level III.

If the caregiver or education decision-maker disagrees with the decision of Superintendent or designee, he or she may appeal the decision by notifying the school's Superintendent within fifteen (15) business days of receipt of the Level II decision of their intent to file a Level III appeal. The School Board shall schedule an appeal hearing within 15 (fifteen) business days of the filing of the Notice of Appeal. The School Board shall issue a written decision within five (5) days of the date of the hearing. The decision of the School Board shall be the final decision of the School.

Any parent, guardian or other person having legal or actual charge of a homeless child or youth also has the option to contact the United States Department of Education, One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106;

Telephone: 816-268-0550, or the BIE Office for Civil Rights, Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Ave., SW, Washington, D.C. 20202-1100; Telephone: 1-800-421-3481.

Disputes between the school and the child welfare agency.

In the event that the school and the child welfare agency are unable to resolve a dispute that does not involve educational placement or the provision of educational services to a student in foster care (e.g., failure to collaborate, transportation reimbursements, date sharing, records release policies), either party may forward the dispute in writing to the United States Department of Education United States Department of Education.

4.67 PHOTO AND MEDIA RELEASE

A. Purpose:

The Little Wound School recognizes the importance of sharing student achievements, classroom activities, and school events with the community through photos, videos, and other media. This policy establishes guidelines to protect student privacy while allowing appropriate and positive public communications.

B. Scope

This policy applies to all departments, employees, consultants, contractors, and volunteers within the Little Wound School System who take or use photos, video, or audio recordings of students, staff, or school activities for any purpose.

C. Consent Requirements

1. Parental/Guardian Consent:

Each school year, parents or guardians of students under 18 must complete a Photo and Media Release Form granting or denying permission for their child's image, name, or schoolwork to be used by the school in any publications, news releases, social media posts, to name a few.

2. Student Consent:

Students 18 years or older must provide their own consent.

3. Withdrawal of Consent:

Consent may be revoked at any time by submitting a written request to the school principal or Superintendent. The revocation will apply to all future images, videos, or other media taken of the student(s). The district will not use new images but cannot retract those already published.

D. Acceptable Use of Photos and Media

With consent, the school may use student media with names, or individual student work in:

1. School website and social media pages
2. School newsletters, yearbooks, and publications
3. Local news outlets (print, radio, television, or online)
4. Promotional materials or educational presentations

All use must portray students positively and appropriately. Photos or recordings may not be used for commercial purposes or shared outside educational contexts without additional written consent.

E. Restrictions and Privacy Protections

1. No photo or video shall be taken or shared in situations where students have a reasonable expectation of privacy (e.g., restrooms, locker rooms, counseling offices).

2. Staff members must confirm release status before publishing any student image.
3. Students whose families decline permission will be excluded from identifiable media shared publicly.

4. Group photos where students are not individually identified may be used at the discretion of the school unless specifically prohibited by parents/guardians.

F. Responsibilities

1. Principals are responsible for maintaining up-to-date release records and communicating restrictions to staff.

2. Teachers and Staff must verify release permissions before taking or posting student media.

G. Enforcement

Violations of this policy may result in disciplinary action consistent with school policies and procedures. The school reserves the right to remove any media content that violates this policy or applicable privacy laws.

APPENDIX 4-A: Minimal Facts Interview Form

The purpose of the Minimal Facts Interview (MFI) is to determine if there is reasonable cause to suspect child maltreatment (i.e., child abuse or neglect) without asking for unnecessary details or conducting a formal investigation after a disclosure, report or visual observations. The questions focus on gathering essential information after a child abuse allegation to assess safety and determine the need for further investigation or intervention, primarily focusing on who, what, when and where the alleged incident occurred. These questions are often conducted by first responders, typically law enforcement or child protective services, however in some instances LWS employees may need to conduct the MFI. The questions must be brief and nonleading, avoiding detailed inquiry of the incident at the very first stage of a disclosure.

Purpose of Minimal Facts Interview:

- Collect minimal facts information
- Assess child safety and well-being
- Assess risk of immediate danger
- Assess need for immediate medical care
- Document everything in the exact words or phrases of the child
- Provide information gathered to first responders (law enforcement and/or child protection services)

Information needed through open-ended questions:

- Identification of the suspect/alleged perpetrator
- Time frame of last incident
- Jurisdiction (possibly)

Dangers of multiple interviews/interviewers:

- Inconsistencies
- Suggestibility
- Recantation
- Child feeling she/he is not believed
- Possible increase in trauma

Minimal Facts Interview Questions:

What happened? (i.e., "Tell me all about _____.")
Who did it?
Where?
Last time?

APPENDIX 4-B: LWS Child Abuse Neglect Reporting Form

Little Wound School	Report Date:	Report Time:
SCHOOL INFORMATION		
1. Reporting School	2. School Principal/Administrator or Designee:	
3. School Phone Number:	4. School Principal/Administrator Phone Extension or Cell Phone Number:	

PERSONAL INFORMATION OF VICTIM (Required)			
5. Last Name: First Name: Middle Name:			
6. DOB:	7. Age	8. Grade Select Grade	9. Sex Select Gender
10. Check suspected Abuse: Physical Abuse. Emotional Abuse Sexual Abuse Neglect (Basic needs- food, clothing, shelter Neglect (Medical) Neglect (Educational)			
10. Describe the specific incident (do not leave blank)			
11. Name of Parent(s), Guardian, Custodian (required):		12. Relationship to victim:	
13. Contact Telephone Number of Parents, Guardian, or Custodian: ( ) -			
14. Complete Mailing Address: (Required)	15. Physical Location of Residence (Required):		

ALLEGED OFFENDER INFORMATION (Required):

16. Full Name of Alleged Offender (If a minor/peer, then indicate age or grade in box 17)	17. Alleged Offender's Position/Status (Required) ___ LWS Employee ___ LWS Contractor/Consultant ___ Volunteer ___ Relative ____
18. If LWS Employee, Position Title:	
19. Contact Information for Alleged Offender: Day Telephone: ( ) - Address or Physical Location:	Specify ___ Other _____ Specify ___ Student* (age) *Refer to school/agency policies and procedures for any alleged offenders under the age of 18 or classified as a student.

20. Location of alleged incident:	21. Date of alleged incident: 22. Time of the alleged incident:	
23. Describe the incident:		
24. Full Names and telephone numbers of potential witness(es):		

25. Check Suspected Activity or Abuse:
□ LWS 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)

Mandatory Reporter Information	
26. Full Name and Title of Mandatory Reporting above incident:	27. Signature: Date:
28. Full Name of School Superintendent or Designee:	29. Signature: Date:

30. Has the Mandatory Reporter Requested Protection of their identity? Yes No	31. Initials of Mandatory Reporter:

Tracking of Notifications

LAW ENFORCEMENT NOTIFICATION Only indicate actual law enforcement agency (Required):				
Date and Time of Report:	Agency Contacted	Person Contacted, Title & Telephone Number		Date & Time of Report
Verbal Contact (Required):				Written Contact (Required)
Date & time	Tribal:		☐fax ☐email ☐Hand-delivered	Date & time
Date & time	BIA Law Enforcement:		☐fax ☐email ☐Hand-delivered	Date & time
Date & time:	Local/State/ Other:		☐fax ☐email ☐Hand-delivered	Date & time
IF APPLICABLE, indicate the Law Enforcement Report/Case Number:				

Social Services/Child Protective Services Only indicate actual agency contacted (Required):			
Date and Time of Report	Agency Contacted	Person Contacted, Title & Telephone Number	Date & Time of Report
Verbal Contact (Required)			Written Contact (Required)

	Tribal:		☐fax ☐email ☐Hand-delivered	Date & time
	Local:		☐fax ☐email	Date & time
			☐Hand-delivered	
	State:		☐fax ☐email ☐Hand-delivered	Date & time

CONFIDENTIALITY AGREEMENT

By 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 LWS policies and procedures.

Signature of Mandated Reporter | Position/Title | Date

Witnessed by:

Signature of School Supervisor, or Designee | Position/Title | Date

APPENDIX 4-C: LWS Employee Non-Physical Incident Report Form

Little Wound School	Report Date:	Report Time:
SCHOOL INFORMATION		
1. Reporting School	2. School Principal/Administrator or Designee:	
3. School Phone Number:	4. School Principal/Administrator Phone Extension or Cell Phone Number:	

PERSONAL INFORMATION OF VICTIM (Required)			
5. Last Name:	First Name:	Middle Name:	
6. DOB:	7. Age	8. Grade	9. Sex

10. Type of Incident:
☐Non-Physical Contact

☐Mental ☐ Emotional ☐ Verbal ☐ Other:_____

11. Describe the specific incident (do not leave blank):	
12. Name of Parent(s), Guardian, Custodian (Required):	13. Relationship to victim:
14. Contact Telephone Number of Parents, Guardian, or Custodian: ( ) -	
15. Complete Mailing Address: (Required)	16. Physical Location of Residence (Required):

ALLEGED OFFENDER INFORMATION (Required):		
17. Full Name of Alleged Offender (If a minor/peer, then indicate age or grade in box 17)		18. Alleged Offender's Position/Status (Required) ☐ LWS Employee ☐ LWS Contractor/Consultant ☐ Volunteer ☐ Relative* ☐ Other* ☐ Student** (age or grade) *Please specify if selected Relative or Other: _____ **Refer to school/agency policies and procedures for any alleged offenders under the age of 18 or classified as a student.
19. If LWS Employee, Position Title:		
20. Contact Information for Alleged Offender: Day Telephone: ( ) - Address or Physical Location:		
21. Location of alleged incident:	22. Date of alleged incident: 23. Time of the alleged incident:	
24. Full Names and telephone numbers of potential witness(es):		

Reporting Staff Information	
25. Full Name and Title of Staff Reporting above incident:	26. Signature (Required): Date:
27. Full Name of School Superintendent or Designee:	28. Signature (Required): Date:

29. Has the Reporter Requested Protection of their identity? Yes ☐ No ☐	30. Initials of Reporter: _____

SECTION 5 -FISCAL MANAGEMENT

5.01 FISCAL MANAGEMENT GOALS

5.02 FISCAL MANAGEMENT SYSTEM

5.03 ANNUAL OPERATING BUDGET

5.04 BUDGET GOALS AND OBJECTIVES

5.05 FISCAL YEAR

5.06 BUDGET PREPARATION PROCEDURES

5.07 DEADLINES AND SCHEDULES

5.08 STAFF INVOLVEMENT

5.09 PUBLIC INVOLVEMENT

5.10 STUDENT INVOLVEMENT

5.11 PERIODIC BUDGET RECONCILIATIONS

5.12 EMERGENCY CHANGES

5.13 DEBT LIMITATION

5.14 LOCAL TAX REVENUES

5.15 STATE AID

5.16 FEDERAL AID

5.17 SHORT TERM NOTES

5.18 GRANTS

5.19 RENT INCOME/SECURITY DEPOSITS

5.20 ADMISSIONS AND GATE RECEIPTS

5.21 TUITION INCOME

5.22 FINES

5.23 INVESTMENT EARNINGS

5.24 DEPOSITORY OF FUNDS

5.25 BONDED EMPLOYEES

5.26 ACCOUNTING AND REPORTING

5.27 FINANCIAL REPORTS AND STATEMENTS

5.28 PROPERTY AND EQUIPMENT

5.29 AUDITS

5.30 EXPENDITURE OF FUNDS

5.31 CHECKING ACCOUNTS

5.32 AUTHORIZED SIGNATURES
5.33 CHECK WRITING SERVICES
5.34 PETTY CASH ACCOUNTS
5.35 PAYROLL PROCEDURES
5.36 SALARY DEDUCTIONS
5.37 EXPENSE REIMBURSEMENT (Employee/Board Travel)
5.38 PURCHASING
5.39 QUALITY CONTROL
5.40 SPECIFICATIONS
5.41 PURCHASING GUIDES AND VENDOR LISTS
5.42 COMPETITIVE PROCUREMENTS
5.43 STUDENT ACTIVITIES FUND MANAGEMENT
5.44 CASH IN SCHOOL BUILDINGS
5.45 FINANCIAL ASSISTANCE
5.46 FUND BALANCE CLASSIFICATION

5.01 FISCAL MANAGEMENT GOALS

Fiscal management goals can be attained through sound fiscal management. 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. To engage in thorough advanced planning with staff and community involvement.

2. To develop budgets to guide expenditures in order to receive the best return for the dollar spent.

3. To establish levels of funding which will provide quality education for the students.

4. To utilize the best available techniques for budget development and management.

5. To require maximum efficiency in accounting and reporting procedures.

6. To follow the Federal guidelines governing the investment of school funds.

5.02 FISCAL MANAGEMENT SYSTEM

The Business Office is organized and maintained in a manner to assist and provide the Superintendent with information necessary to create a solid financial basis 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 Little Wound School.

4. To monitor and assist the food service and transportation program in areas deemed necessary.

5. To assume and carry out other responsibilities assigned by the Superintendent.

5.03 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 budget Board meeting every May.

Annual expenditures report for year-end will be presented to the LWS Board at the budget meeting in August.

5.04 BUDGET GOALS AND OBJECTIVES

The annual operating budget established by the Board 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.

3. Ongoing programs designed to maintain and enhance the educational aspirations of students.

4. Procedures for modification in the revenue for the operation of educational services for students.

5. Procedures for insuring adherence to legal and other considerations for all programs at the school.

5.05 FISCAL YEAR

Fiscal year for operation of Little Wound School shall be July 1 to June 30.

5.06 BUDGET PREPARATION PROCEDURES

Each department supervisor along with the Superintendent shall be responsible for developing and establishing their department's budget. All budgets shall follow the respective department's/school's goals and objectives. The Business Manager shall be responsible for reviewing and monitoring the annual budget preparation procedures adopted by the LWS Board.

5.07 DEADLINES AND SCHEDULES

The Board shall approve the preliminary budget at the budget 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.

5.08 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. 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 as necessary. Administrators develop cuff accounts for budget line items with the Business Manager and monitor their approved budget with the Superintendent and Business Manager.

5.09 PUBLIC INVOLVEMENT

The Board shall notify parents 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 a monthly basis.

5.10 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.

5.11 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 budget meeting.

5.12 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 in regard to any proposed modifications.

5.13 DEBT LIMITATION

The Board shall not incur debts for operation of the school in excess of actual revenue available, unless approved by all five (5) members of the Board at a public meeting. The Business Manager shall be responsible for reporting fiscal information to the Board regularly to advise them of anticipated and actual revenue resources.

5.14 LOCAL TAX REVENUES

The Superintendent in consultation with supervisors shall develop specific budget line items for the expenditure of any local tax revenue funding being available for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired local tax revenue shall be made in accordance with applicable regulations.

5.15 STATE AID

The Superintendent in consultation with supervisors shall develop specific budget line items for the expenditure of any state funding being available 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.

5.16 FEDERAL AID

The Superintendent in consultation with supervisors shall develop specific budget line items for the expenditure of any federal funding being available for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired federal aid revenue shall be made in accordance with applicable regulations.

5.17 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.

The Business Manager shall be responsible for advising the Board of the need for short-term note funding obligations and for reporting anticipated revenue to pay back short-term note obligations, which must be approved by the Board.

5.18 GRANTS

The Board has the authority to acquire supplementary funding and shall approve all new and continuation applications for grants. Any materials, equipment, supplies, facilities, purchased via grant allocations will revert to the property of Little Wound School upon expiration of grant. Little Wound School shall not be responsible for debts or obligations incurred by second party grants.

All grant funds shall be received and expended according to fiscal procedures legislated 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.

5.19 RENT INCOME/SECURITY DEPOSITS

A security deposit will be assessed on each housing unit controlled by the Board. This security deposit will be held by the school until such time as the tenant vacates the rental unit. An examination of the rental will be conducted by the facilities department. The cost of any damage to the unit caused by abuse or neglect by the tenant will be billed against the security deposit held by the school. Any additional amounts needed for further damages will be deducted from the employee's final pay check. Any remaining balance will be refunded to the tenant upon satisfaction of damage claims.

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 *Housing Agreement*s must be approved and payment received by the Business Manager prior to beginning of rental term. Facilities Manager inspects equipment or premises after use and approves refund of the deposit.

5.20 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.

5.21 TUITION INCOME

The Board may enter into cooperative tuition agreements with public school districts to acquire revenue to provide educational services to students. All cooperative tuition agreements shall be negotiated annually and have Board approval prior to any finalization of agreements.

The Business Manager in consultation with the Superintendent shall be responsible for developing a tuition budget on an annual basis based on income received to present to the Board for approval. The Board shall receive reports on tuition income at the monthly budget meeting.

5.22 FINES

All fines assessed and received by the Board 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.

5.23 INVESTMENT EARNINGS

The Business Manager shall seek opportunities for investment of funds that are secure, provide a reasonable rate of return, and are not legally disallowed from investment, with the consent of the Board. The Superintendent shall make recommendations for the use of income from these investments for the Board in the annual budget.

5.24 DEPOSITORY OF FUNDS

The Business Manager or their designee shall be responsible for depositing all funds of the Board in identified and approved accounts and for reporting these deposits in the monthly budget report.

5.25 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 Board.

5.26 ACCOUNTING AND REPORTING

The Board shall be responsible for utilizing fiscal accounting and reporting procedures, upon the recommendation of the LWS accounting firm, that meet applicable tribal, state and federal requirements, where required by law.

5.27 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.

5.28 PROPERTY AND EQUIPMENT

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. Final summary copies of all inventories shall be made available to the Board for review.

All items with an original purchase price in excess of $5,000 shall be tagged and capitalized 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.

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.

A physical inventory of the property shall be taken and the results reconciled with the property annually. 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. 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.

1. ACQUISITION PROCEDURE:

   The following procedures shall apply when equipment is acquired:

   a. Upon arrival, all equipment shall be delivered to the business office.

   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.

   d. Individual shall then pick up the equipment.

2. 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 Little Wound 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.

5.29 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.

5.30 EXPENDITURE OF FUNDS

The Board shall authorize, develop and utilize procedures for the expenditure or obligation of school funds that meet applicable funding guidelines.

5.31 CHECKING ACCOUNTS

The Board shall identify and approve of checking accounts to be used in processing fiscal transactions and payroll and identify the banking institution to which checking accounts may be maintained.

5.32 AUTHORIZED SIGNATURES

Only Board members are authorized to sign checks.

5.33 CHECK WRITING SERVICES

The Payroll Accountant is responsible for preparing and writing payroll checks on a bi-weekly scheduled basis and the Accounts Payable Clerk is responsible for writing checks for purchased services, supplies, materials, and equipment. No checks shall be written until proper procedure has been followed and no manual checks shall be written, unless there is an emergency as determined by the Superintendent.

The Travel Clerk is responsible for writing checks for purchased services and travel.

5.34 PETTY CASH ACCOUNTS

There shall be no petty cash accounts.

5.35 PAYROLL PROCEDURES

Employees shall be paid according to their contract agreement on file in the Personnel Office with the following guidelines:

1. Employee payroll and board stipends shall be issued on a bi-weekly basis, one week following the end of the pay period.

2. Each pay period begins on Sunday and ends on Saturday, two weeks following.

3. No salary advances shall be authorized for any employee.

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 checks shall be issued to all employees, including the temporary or substitute employee personnel on Thursday after 1:00 p.m. the week of payroll. No early checks shall be issued, unless there is an emergency as determined by the Supervisor and concurred with by the Superintendent.

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 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.

5.36 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 Board for rental of school owned housing based on the housing agreement.

5. The amount owed for damage to school owned housing or property as assessed by the Board.

6. The amounts for employee share of fringe benefit costs.

7. New employees are not eligible for payroll deduction until they have been employed for 90 days.

The Business Manager is authorized to approve payroll deductions for employees for scheduled payments, if the employee signs a power of attorney for the authorization of such deduction with no liability for collection to be assumed by the Board for repayment of the employee liability.

Mandatory Board deductions shall be deducted or withheld first, before voluntary employee deductions are withheld. No employee shall be able to have more than three (3) payroll deductions or 50% of voluntary payroll deductions deducted from each paycheck.

The Board reserves the right to accelerate demand for payment of monies, reimbursements, or payments owed to Little Wound School. If an employee terminates their 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.

5.37 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 - 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 Chairperson 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 one-week prior to the desired travel date. If travel requires flight

accommodations, travel authorization shall be submitted to the Business Office three weeks prior to the desired travel date. Proof of training to be attended must accompany the travel authorization upon submission.

2. MEALS - If an employee or Board member travels overnight they will be reimbursed for meals on a Per Diem basis as per Chapter 301-Prescribed Maximum Per Diem Rates for CONUS, Appendix A.

3. PER DIEM - 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.

   New federal regulations: 75% of per diem on 1st and last day regardless of when you leave. 12-hour rule – if training or travel is less than 12 hours, only mileage.

   Any meals included in registration fees to attend a conference, training or meeting will not be reimbursed by the school.

4. TRAVEL STATEMENT - 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 reimbursements from travel advance until the debt is collected in full. No reimbursements from prior fiscal year(s). 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 fourteen (14) calendar days of the final day of travel, or they will not be paid. All travel statements shall be submitted within fourteen (14) calendar days following return from authorized travel for which an advance was received. Note: If you choose to travel by other means, such as a vehicle when others fly, and you incur incidental expenses, you are responsible for any and all incidental expenses, such as parking, extra days of a hotel, and other such incidental expenses.

   The cost of any travel advance owed to the school shall be deducted from future checks of the employee or Board member check if a travel statement has not been submitted from a previous trip and the reimbursement owed to the Board has not been repaid within thirty (30) days. Any employee or Board member receiving a travel advance and does not attend shall return the advance immediately. Any employee or Board member who does not cancel reserved, or prepaid, lodging accommodations for school-related travel within the required cancellation time period, shall be responsible for paying any charges related to the cancelled reservation that have been charged to the school.

   a. No reimbursements from travel advance until the debt is collected in full;
   b. No reimbursements from prior fiscal year(s).

5. RECEIPTS - Employees and Board members submitting travel statements are required to attach receipts prior to reimbursement. Failure to attach receipts may 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 with travel statement.

6. LODGING AND MISCELLANEOUS EXPENSES - These costs may be reimbursed to employees and Board members based on actual costs incurred. Receipts must be present to substantiate costs incurred.

7. MILEAGE CLAIM - Mileage for use of employee or Board members personal vehicle for official school business shall be paid at established IRS 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. This mileage sheet must give the detail 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.

5.38 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. All purchases related to LWS's Food Service Program must adhere to those policies and procedures set out in the APPENDIX B*: LWS Procurement Plan for Child Nutrition Programs*. Employees must utilize purchasing procedures, which will be processed through the Business Office in the following manner:

1. 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 or more must have Board approval.

2. 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:

    a. Board stipends will be paid from preliminary board minutes, voucher and the attendance roster, and shall be subject to payroll procedures and necessary withholding.

    b. Travel authorizations will be used when requesting permission and an advance to travel for the school.

c. Field Trip Request Form will be used when requesting permission and advances for any trip with students. All out of state travel with students must be approved by the Board with the exception of towns located within a 125-mile radius of the South Dakota borders.

d. Daily meal rates are established by the Board for both adults and students, and shall be reimbursed at the established federal rate:

Breakfast $12~~9~~.00 Lunch $1~~5~~8.00 Supper $20~~18~~.00

e. Student Activities purchases only require a purchase requisition.

3. 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.

4. Contractual services with a Board approved written contract. The Superintendent can approve contractual services of $500 or less.

5. Expenses approved by the Board will be documented with a copy of Board minutes and approved voucher, invoice or contract.

6. Additional funds may be included for miscellaneous fees, e.g. entertainment.

7. Purchase, field trip, and extra-duty (coaching) receipts are due within 14 days.

8. Funds from one purchase or filed trip request cannot be applied to another. Any remaining funds must be returned to the business office.

9. There will be no further purchase, field trip, or extra-duty requests processed until receipts from the previous request(s) are turned in.

10. A Reimbursement Form must be completed for any overages from purchase or field trip requests and approved by the supervisor before overages can be reimbursed.

11. No reimbursements after 30 days from the date which the debt has been collected in full.

12. No reimbursements from prior fiscal year(s).

13. The purchasing/procurement 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.

14. The purchase order shall be three-part and pre-numbered. One copy will go to the employee who requested the item, one will go to the vendor and one shall be filed in the business office until the goods are received.

15. 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 Accounts Payable Clerk shall prepare the voucher 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 voucher at the bottom of the purchase order.

16. Orders not received after sixty (60) days will be canceled.

Emergency purchases may be made with the concurrence of the Business Manager and Superintendent. Their concurrences 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 requirement will not permit a delay resulting from competitive solicitation, and the Superintendent has determined the cost is reasonable based on fair market price for the purchase.

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.

When purchasing goods, services, or approving labor contracts in excess of $10,000.00, the competitive purchasing process in Section 5.42 of these procedures must be used. This applies to any contract for services or goods in excess of $10,000.00 in one purchase or in multiple purchases within a one (1) year period from the same vendor for the same service or goods. LWS will not break up procurements to avoid competitive purchasing requirements set forth in Section 5.42 of this Policy. Purchasing under $10,000.00 where one quote is the basis of the procurement requires a determination by the Superintendent that the cost is reasonable based on fair market pricing.

5.39 QUALITY CONTROL

The Business Manager or their 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.

5.40 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.

5.41 PURCHASING GUIDES AND VENDOR LISTS

The Procurement Clerk shall be responsible for disseminating information to staff and vendors concerning purchasing and procurement guidelines. The Procurement Clerk shall be responsible for acquiring and maintaining vendor lists and catalogs and for disseminating updated listings of available catalogs for use by personnel.

5.42 COMPETITIVE PROCUREMENTS

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 competitive procurement processes 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, but less than $250,000 shall be based on competitive quotes. All procurements in excess of $250,000.00 shall be awarded after advertisement of a Request for Bids or a Request for Proposals, with a minimum of two (2) responses. For specific requirements related to LWS's Food Service Program must adhere to those policies and procedures for Child Nutrition Programs set out in Appendix 5C*: LWS Procurement Plan for Child Nutrition Programs*.

1. **REQUESTS FOR QUOTES.** For procurement of goods or services in excess of $10,000 but less than $250,000.00, LWS will solicit quotes from two or more sources in writing. Requests for Quotes will specify the types of goods or services, the length of contract if it is a contract for services, and the date by which a written response is required. If the award of a contract is based on factors other than price, a Request for proposals will be issued that will include a scoring system based on points for each category in the scoring system. If LWS receives only one responsive responsible bid, LWS will follow sole source procurement requirements, or will solicit additional quotes.

2. **REQUEST FOR BIDS IN EXCESS OF $250,000.00.**

Where a procurement will be based on price alone, LWS shall advertise a Requests for Bids for procurements in excess of $250,000.00, and shall ensure the following steps are followed: a. Advertise for two (2) calendar weeks in a local newspaper and where deemed appropriate, regional or national publications;

   b. Bids are submitted by the bidder in a sealed envelope;
   c. Bids are addressed to the Little Wound School Board;
   d. Bids are plainly marked with the name of the bidder at the time of opening;
   e. Bids are opened in public at the time specified with all bidders invited by the Superintendent to be present.

3. **REQUESTS FOR PROPOSALS IN EXCESS OF $250,000.00.**
   Where considerations other than price are important in the award of a procurement, such as contracts for professional services (Architects, Engineers, IT services, e.g.), LWS will advertise a Request for Proposals. LWS shall ensure the following steps are followed: a.

Advertise for two (2) calendar weeks in a local newspaper and where deemed appropriate, regional or national publications;

b. Proposals are submitted by the proposer in a sealed envelope;
c. Proposals are addressed to the Little Wound School Board;
d. Proposals are plainly marked with the name of the proposer at the time of opening;
e. Proposals are opened in public at the time specified with all proposers invited by the Superintendent to be present.

4. SOLE SOURCE PROCUREMENTS.

Emergency purchases in excess of $10,000.00 may be made without competition if the public interest will not permit a delay resulting from competitive solicitation, or LWS has solicited quotes, proposals or bids and has received only one responsive and responsible quote, bid or proposal in response. Examples include natural disasters or damage to school facilities that must be immediately repaired to preserve the integrity of the building, or matters that present an immediate threat to the health or safety of staff or students. The Board must indicate the emergency in its official minutes and attempt to secure two competitive quotations if time permits solicitation of quotations. Any sole source procurement in excess of $250,000.00 funded with federal funds also requires approval from the funding source in writing. The Superintendent must confirm that the price charged is reasonable based on fair market value of goods or services. The Board may negotiate with the contractor on any sole source procurement.

5. OTHER PROCUREMENT REQUIREMENTS.

a. Procurements shall not be restricted to specific brand names or geographically restricted.

b. Procurements shall be based on the lowest bidder or for proposals based on factors other than solely price, the scoring of such proposals. The Superintendent shall be responsible for scoring proposals less than $10,000.00. The School Board shall be responsible for scoring and selection from proposals in excess of $10,000.00.

c. LWS reserves the right to reject the quotes, proposals or bids from contractors deemed not responsible or not responsive.

d. Contractors who are suspended or disbarred by any federal agency are not responsible and shall not be eligible. LWS personnel will checks the SAMS system list of suspended or disbarred contractors prior to determining a contractor is responsible.

e. LWS shall send written notice to all responders to Requests for Quotes, Requests for Proposals or Invitations for Bids notifying the contractors of the decision of LWS on the procurement.

f. Every Procurement shall include certification by LWS that the price paid is reasonable based on fair market value. LWS may document the reasonableness of each procurement by comparing bids quotes or proposals received, by documenting the price

charged by other vendors by telephone or through on-line research, or by comparing to past procurements of like items or services.

g. All procurements funded with federal funds shall comply with the applicable requirements of 2 C.F.R. Part 200.

h. The School Board reserves the right to negotiate with contractors when the bids. Proposals, or quotes are not within the budgeted amount for the procurement, or when it is in the best interests of the school.

i. Any complaint regarding a procurement alleging failure of LWS to follow its policies or the applicable requirements of 2 C.F.R. Part 200 for any procurement funded by federal funds must be filed with the Superintendent within five (5) days of the date notice of selection or non-selection issued by LWS. The decision of the Superintendent on any such complaint shall be issued in writing and shall be final, unless appealed to the School Board in writing within five (5) days of the date of the Superintendent's decision. The School Board reserves the right to hold a hearing or to make a decision based solely on the written documents including documents submitted by a contractor with the Notice of Appeal and the LWS Procurement file. The decision of the School Board shall be final and there shall be no further right of appeal from a decision of the School Board.

6. INDIAN PREFERENCE.

Indian preference shall, whenever possible, be given to bidders or suppliers in accordance with applicable law, including the Oglala Sioux Tribe TERO office requirements. LWS shall contact the TERO Office in advance of procurements to determine if there are two (2) or more responsible contractors on the TERO certified list before soliciting procurements. If there are two or more responsible responsive TERO Certified contractors, LWS will either solicit procurements as restricted to TERO eligible firms, or obtain the approval of the OST TERO Office to solicit the procurement as unrestricted. In the event that LWS cannot determine if there are two or more responsible responsive firms, for procurements in excess of $250,000.00, LWS shall issue a Statement of Intent to Bid inviting TERO eligible bidders to file a Statement of Intent to Bid at least 2 weeks before issuing the Invitation to Bid. If LWS does not receive two or more Statements of Intent to Bid from responsible responsive TERO eligible firms, LWS will issue an unrestricted Invitation to Bid or Request for Proposals, after notifying the OST TERO Office and obtaining their concurrence. LWS reserves the right to cancel a solicitation, or to secure TERO Office approval to award to a non-TERO certified firm where no TERO certified contractor submits a bid within the LWS approved budget for a procurement, and efforts to negotiate with a TERO-certified contractor have not succeeded in bringing the price for the procurement in line with the LWS budget.

5.43 STUDENT ACTIVITIES FUND MANAGEMENT

All money 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.

Only school employees shall be allowed to raise and handle funds on behalf of the students and shall be responsible for accounting for the same. Parents are welcome to volunteer in assisting school employees.

1. The Business Office responsibilities:

    a. Designate employees responsible for the receipt, deposit, and recording of all student activities revenue.

    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 to the Board at their monthly finance meetings.

2. The Activities/Athletic Director responsibilities include:

    a. Organize volunteers to run concession stand 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 Business Office Receptionist 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.

5.44 CASH IN SCHOOL BUILDINGS

The Little Wound School Board is not responsible for any lost or stolen cash, or checks.

5.45 FINANCIAL ASSISTANCE

Any and all non-school related financial assistance and/or requests must be submitted to the School Board. All requests shall be in writing.

1. Approved student-related assistance is limited to once a year.
2. Requests are to be submitted in advance of the proposed event or need.
3. The requests are to provide a detailed cost of the budget/requested amount.

5.46 FUND BALANCE CLASSIFICATION

The school has adopted the guidance in "Governmental Accounting Standards Board "GASB Statement 54 regarding the fund balance reporting. As a result, fund balances are identified into the following categories:

Fund Categories

- Nonspendable – includes fund balance amounts that cannot be spend either because it is not in spendable form, such as inventories or prepaids, or because of legal of contractual restraints.

- Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors, grantors or contributors or amounts constrained due to constitutional provision or enabling legislation.

- Committed – includes fund balance amount that are constrained for specific purposes that are internally imposed by the government through formal action of the Board of Directors by resolution and does not lapse at year-end.

- Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the Board of Directors.

- Unassigned – includes positive fund balance within the General Fund which has not been classified within the above-mentioned categories and negative fund balances in other governmental funds.

These categories may be defined in more detail. The policy needs to establish who has the authority to determine the level of restriction. In addition, the School should also include the following into their policies regarding the order for use of funds.

Flow of Resources

The school uses restricted/committed amounts first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibited doing this, such as a grant agreement requiring dollar for dollar spending. Additionally, the school would first use committed, then assigned, and last unassigned amounts of unrestricted fund balance when expenditures are made.

SECTION 6 -CURRICULUM AND INSTRUCTION

6.01 MISSION

6.02 BELIEFS/VALUES

6.03 INSTRUCTIONAL GOALS

6.04 LAKOTA LANGUAGE

6.05 CURRICULUM DEVELOPMENT

6.06 CURRICULUM PLANNING

6.07 SPECIAL PROJECTS/PROGRAMS

6.08 CURRICULUM MAPS, PLANS OF STUDY, AND SYLLABI

6.09 BASIC INSTRUCTIONAL PROGRAM

6.10 DISTANCE EDUCATION

6.11 HEALTH EDUCATION

6.12 SEX EDUCATION

6.13 DRUG AND ALCOHOL EDUCATION PROGRAM

6.14 SAFETY INSTRUCTION 6.15 HIGH SCHOOL CREDIT FOR COLLEGE COURSES/ADVANCED COLLEGE PLACEMENT

6.16 SENIOR WORK STUDY

6.17 ELIGIBILITY FOR HIGH SCHOOL RELATED ACTIVITIES

6.18 ELIGIBILITY FOR MIDDLE SCHOOL RELATED ACTIVITIES

6.19 ELIGIBILITY FOR ELEMENTARY SCHOOL RELATED ACTIVITIES

6.20 INTERSCHOLASTIC ATHLETICS

6.21 ADULT EDUCATION

6.22 GROUPING FOR INSTRUCTION

6.23 INDEPENDENT STUDY

6.24 ADVANCED WORK

6.25 INSTRUCTIONAL MATERIALS

6.26 TEXTBOOK SELECTION AND ADOPTION

6.27 SCHOOL LIBRARIES

6.28 FIELD TRIPS AND EXCURSIONS

6.29 CAREER AWARENESS PROGRAMS

6.30 COMMUNITY RESOURCE PERSONS

6.31 SCHOOL VOLUNTEERS

6.32 GUIDANCE PROGRAM

6.33 ACADEMIC CLASSIFICATION

6.34 GRADING SYSTEM

6.35 REPORT CARDS

6.36 CONFERENCES

6.37 HOMEWORK 6.38 PROMOTION AND RETENTION OF ELEMENTARY AND MIDDLE SCHOOL

STUDENTS

6.39 MAKE-UP WORK

6.40 GRADUATION REQUIREMENTS

6.41 TESTING PROGRAM

6.42 ASSESSMENT OF INSTRUCTIONAL PROGRAMS

6.43 TEACHING METHODS

6.44 TEACHING CONTROVERSIAL ISSUES

6.45 CONTROVERSIAL SPEAKERS

6.46 LESSON PLANS

6.47 GIFTED AND TALENTED EDUCATION

6.48 TEACHER RECORDS

6.49 STUDENT TRANSCRIPTS 6.50 HIGH SCHOOL NATIVE AMERICAN CAREER AND TECHNICAL EDUCATION

AND WORK BASED LEARNING PROGRAM

6.01 MISSION

Taopi Cikala Owayawa, inspires our wakanyeja by providing a safe, academic, and strong Lakota cultural foundation through nurturing healthy wakanyeja to reach their hopes and dreams.

WOTAKUYE “Whom I cherish into the future”

Wo- Collective, Sacred
Taku- What is valued
Ye- Go into the future

6.02 BELIEFS/VALUES

We Believe In:

- We have to lead by example
- Wotakuye – Kinship
- Wocekiya- Prayer
- Wa cante Ognaka- Generosity
- Wowacintanka- Fortitude
- Woksape- Wisdom
- Woohola- Respect
- Wa cante Tinze- Courage
- Yaonihan - Honor

Parameters

- We will provide a safe environment to ensure a sense of belonging.
- We commit to having a positive attitude, open-mindedness, and active participation.
- We will welcome and create partnerships with parents and families to support their child's education.
- We will partner with local, tribal, and other agencies to support our school.
- We are committed to making decisions in the best interest of students.
- We are committed to providing professional development for all staff to provide quality programming for our school.
- Every student will learn the Lakota language, culture, history, and song.
- We will always utilize acceptable use of technology to achieve our mission and objectives.
- We will provide ongoing and consistent delivery of teaching and learning.
- We will not tolerate bullying in any form.

Strategies

- We will enhance the Lakota language, culture, and values in the learning community.
- We will support families to be their child's first teachers.
- Provide an array of rigorous learning experiences for all students.
- We will provide a safe place for all students to learn and grow.
- We are committed to continuing support to staff and students.

Objectives

- All students will demonstrate the Lakota Values, language, and culture in their daily lives.
- All students will achieve and exceed their academic goals.
- All students will consistently attend school.

6.03 INSTRUCTIONAL GOALS

Instructional goals shall be incorporated in curriculum guides as student exit outcomes determined by individual grade departments. Committees, departments, learning circles, with administrative staff, determine instructional goals as an ongoing process for school improvement.

6.04 LAKOTA LANGUAGE

The Board recognizes the importance of maintaining the Lakota language and a plan will be reviewed by the Superintendent to ensure that all staff, students and board members are given the opportunity to be able to speak, read and write the Lakota language.

6.05 CURRICULUM DEVELOPMENT

(Curriculum Committee) Counselors, administrative representatives, department heads, learning circles, and school improvement team will be organized by the Superintendent as an ongoing process and will meet on a regular basis to investigate new curriculum ideas, develop improved programs, and evaluate the results. The committee shall present its recommendations to the Board annually at the regular July meeting regarding curriculum changes. The Superintendent and/or his administrative team will ensure the curriculum is aligned and in accordance with tribal, federal, state standards, and the standards of the accreditation agency.

School programs shall include those courses required by law as well as those established by the Board following the recommendation of the Superintendent.

6.06 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;

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.

6.07 SPECIAL PROJECTS/PROGRAMS

Whenever the school implements educational programs designed to explore or develop new research-based methods or techniques, the parent(s) of children involved in such programs shall be notified in writing by the Superintendent and shall:

- have the right to inspect all instructional materials to be used in connection with such program;
- make their written request to review material to be used to the personnel in charge of the program;

- 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) working days.

The Superintendent shall annually submit a report and Assessment on all special programs to the Board with such Assessment.

6.08 CURRICULUM MAPS, PLANS OF STUDY, AND SYLLABI

Curriculum guides 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. All instructional staff are required to utilize and implement Little Wound Schools approved curriculum.

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.

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.

All curriculum developed will adhere to Little Wound School standards which are in compliance with state content standards.

It shall be at the discretion of the Principal when teachers will submit their curriculum map, syllabus, or plan of study, however, it shall be no later than the second week in September.

6.09 BASIC INSTRUCTIONAL PROGRAM

A mastery of core content knowledge (reading, writing, 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 will include: reading across the curriculum, writing across the curriculum, and math across the curriculum.

6.10 DISTANCE EDUCATION

Distance education is defined as a formal educational process in which the majority of the instruction occurs when student and instructor are not in the same place. Instruction may be synchronous (live) or asynchronous (tape delayed). Distance education may employ correspondence study, audio, video, or computer technologies.

Distance Education programs shall be made available to students when such programs and resources are available for course offerings. The Principal shall develop guidelines for implementing and evaluating distance education programs for Board and accreditation agency approval.

The Board shall provide a hybrid and distance learning program for students in the event of a reservation lockdown, or need for mass quarantine.

6.11 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, including traditional Lakota holistic health education.

6.12 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 developmentally appropriate and timely information regarding sexuality, from birth to the establishment of their own families.

Parents will be notified when these lessons will be taught with a passive permission slip. 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.

Sexuality, Sex Education, AIDS Education and Prevention of Sexually Transmitted Infections shall be written into the curriculum according to state standards.

Students will receive access to information regarding diversity in sexual identities, gender identities, relationship structures, consent, and abuse. Additionally, students will be provided with safe spaces to discuss various aspects of their identities and experiences with an adult and/or group of students who can provide support.

6.13 DRUG AND ALCOHOL EDUCATION PROGRAM

The Board believes that alcohol and drug abuse prevention requires education, which will create an awareness of the total drug and alcohol problem. 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.

6.14 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.

6.15 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.

Advanced Placement classes may be offered to qualifying students, expenses will be covered by the school.

Students taking advanced placement courses will receive a higher weight in the GPA scale for class ranked/college purposes only. (see 6.34 Grading System)

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.

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.)

The school may, depending on available funding, pay for the books and tuition expenses of any qualified high school dual credit student taking dual credit courses through any South Dakota Public Institutions of higher education.

If a student drops or fails the course the student shall be responsible to the school for the cost of the student's books and tuition.

6.16 SENIOR WORK STUDY

Little Wound School High School Principal will administer a program for the benefit of those students who are in the final year of high school, as funds are available.

Seniors are eligible for work-study first and second semesters. Seniors are paid at a rate set by the Board. Work-study can also be utilized for credit without payment. The purposes of this program are to provide students the opportunity:

1. To gain experience and a better understanding of employment.

2. To develop a positive attitude towards work.

3. To become a positive role model for other students to emulate through display of a positive work ethic.

4. To obtain the monetary resource(s) which may be needed for their graduation day requirements.

5. Must obtain the written approval of the supervisor in the department or area they wish to work.

6. May be paid temporary employee wages for up to eighteen (18) hours of work per week (per semester), in addition to receiving high school credits.

7. Will be paid for their services on a bi-weekly basis.

8. Must attend all regular class(es) and obtain passing grades.

9. Shall not engage in any dangerous or unsafe work on the LWS campus. No occupations listed in 29 C.F.R. § 570.34 will be approved.

10. The number of hours of work study shall not exceed eighteen (18) hours per week.

11. Any student approved for Work Study shall be required to sign a temporary employment agreement.

12. Students under the age of sixteen (16) shall not be eligible for the Work Study Program.

6.17 ELIGIBILITY FOR HIGH SCHOOL RELATED ACTIVITIES

See Section 4.09.

6.18 ELIGIBILITY FOR MIDDLE SCHOOL RELATED ACTIVITIES

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 LWS is a member. It is the Athletic Director's responsibility to ensure compliance with Big Foot Conference requirements and regulations.

1. Grades **4-8 Eligibility Requirements:** LWS students shall be eligible to participate in interscholastic activities as representatives of LWS if they meet the general requirements as established by the Big Foot Conference as follows:

a. **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.

b. **High School Competition.** Per the 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 made the decision to "move up" to high school competition may not play at the elementary/middle school level even if they are dismissed or voluntarily quit the high school team.
   i. A Team. Student athletes in the 6th, 7th and 8th grades are eligible to play on the A Team.
   ii. 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.
   iii. 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.
   iv. Age. Any student 15 years or older before August 1st is ineligible for participation in any sport in the Big Foot Conference.

c. Big Foot Conference rules and regulations do not apply to athletics that are noncompetitive such as sideline cheer or performative sports.

d. **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.

For the duration of the extra-curricular activity, all students must attend 45 minutes of tutoring, at a setting outside of the activity. If no work is needed, they must have an item to read.

6.19 ELIGIBILITY FOR ELEMENTARY SCHOOL RELATED ACTIVITIES

Student eligibility will be based on academics; student must maintain a minimum of a 2.0 G.P.A., and be in school attendance 90% of the time. All eligibility forms must be completed one week in advance. Students in grades 4-8 will comply with the Big Foot Conference rules when participating in extracurricular activities.

6.20 INTERSCHOLASTIC ATHLETICS

The Board shall annually approve membership in the South Dakota High School Activities Association.

6.21 ADULT EDUCATION

The Board will approve adult education programs when practical and feasible.

6.22 GROUPING FOR INSTRUCTION

Grouping shall be conducted so as not to discriminate against students.

6.23 INDEPENDENT STUDY

Independent study plans shall be allowed pending the conference and agreement of guidelines between the student, the student's parent(s), the teacher, counselor and the respective Principal.

A student who may need to take an independent study course whether through a teacher or online course will meet with the counselor and sign an Independent Study Contract with the beginning and ending date so the student is clear on when they will finish the course of independent study. Independent study will only be granted to seniors. The teacher of record would provide the necessary documentation for the records clerk to record on the student's transcript the independent study course completed, grade, and credit status.

6.24 ADVANCED WORK

Advanced work will be granted only upon the approval of the respective Principal and then upon the approval of the student parent(s)/guardian(s).

Parent(s) of any student(s) who will be absent in excess of 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.

6.25 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.

6.26 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.

6.27 SCHOOL LIBRARIES

LWS 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 LWS Board, of the procedures for meeting the challenge of censorship of materials in school library media centers.

6. To provide qualified professional personnel to serve teachers and students.

7. 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.

6.28 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 their 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. A signed consent form shall be on file, or in the case of verbal consent, the LWS shall send a confirming letter to the legal guardian specifying the date, time, and name of the employee who confirmed verbal consent on the Parent Consent form.

5. All out of state trips shall be presented to and approved by the Board, with the exception of 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.

6.29 CAREER AWARENESS PROGRAMS

LWS shall establish a bi-annual comprehensive career awareness program, to be organized and operated by school staff and community.

6.30 COMMUNITY RESOURCE PERSONS

The Board recognizes the need to use community resource people to enhance student learning. All requests for resource persons must be cleared with the respective Principal.

6.31 SCHOOL VOLUNTEERS

The Board endorses a Volunteer Program subject to appropriate regulations and safeguards. Volunteers shall be trained in LWS policy. All school volunteers must be approved by School Board, shall submit to a drug test and a state, tribal, and federal background check prior to providing any service at school.

6.32 GUIDANCE PROGRAM

Guidance/Counseling services shall 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 consisting 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 coordinate and execute the school wide academic testing programs. 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.

6.33 ACADEMIC CLASSIFICATION

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 eleven (11) credits. To be classified as a senior, must have earned seventeen (17) credits. In order to graduate, a student must have earned the required twenty-two (22) credits.

6.34 GRADING SYSTEM

Students will be evaluated in terms of what they have accomplished in a given 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, and 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 regulatory provisions.

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):

Grading Scale:

- the grade **A**, will represent outstanding work 90-100 = A
- the grade **B**, better than average work 80 - 89 = B
- the grade **C**, average work 70 - 79 = C
- the grade **D**, below average work 60 - 69 = D
- the grade **F**, failing Below 60 = F

Advance Placement (AP) and Post-Secondary courses taken through Dual enrollment, those are transferable for college credit as approved by South Dakota Board of Regents.

Standard Courses	Advance Placement and Post-Secondary
A = 4 grade points	**A** = 5 grade points **B** = 3
grade points	**B** = 4 grade points
C = 2 grade points	**C** = 3 grade points
D = 1 grade point	**D** = 1 grade point
F = 0 grade point	**F** = 0 grade point

Credits for Class Standing:
6 credits = sophomore status
11 credits = junior status
17 credits = senior status

Class rank will be determined by weighted overall GPA.

Limited Demonstrated Proficiency

I =Incomplete: Students will be given two (2) weeks after the end of the semester to complete work and or tests for a course. Completed work will be graded and appropriate grade given. Failure to comply with the time line will become an F.

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.

6.35 REPORT CARDS

Students will be evaluated in terms of what they have accomplished in a given 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.

A written report card of student progress shall be provided to the parent(s) by the teacher(s) at least four (4) times each school year. Each teacher may prepare a mid-quarter report of a student academic/disciplinary progress in order to notify parents of potential problems or positive student achievement.

6.36 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. (refer to school calendar for dates) 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.

6.37 HOMEWORK

The type, frequency and quantity of homework should be assigned according to curricula that are aligned with the current applicable standards. Students are expected to complete assigned homework on time. Failure to do assigned homework may result in disciplinary action by the respective Teacher.

6.38 PROMOTION AND RETENTION OF ELEMENTARY AND MIDDLE SCHOOL 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 ten (10) days of unexcused absences from school during each semester of the current school year.

Teachers and participants will confer with the student and their parent(s) by mid-term of the semester when retention of a student is being considered. Retention shall be used only when advantageous to the student. The retention of students in the 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).

6.39 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. Student and or parent are responsible for picking up and returning make-up work.

6.40 GRADUATION REQUIREMENTS

For selection of valedictorian and salutatorian and other internal school awards, advanced college placement grades will be consistent with LWS grading system (*see LWS Policy Sec. 6.34*) in determining grade point averages, and a qualified candidate shall have been enrolled at LWS for three (3) years before they can be chosen.

Little Wound School graduation requirements will meet or exceed Oglala Sioux Tribal requirements and the accrediting agency requirements. Graduation credits must include (2) LWS

Board requirements of one (1) credit Lakota Language, (1/2) Tribal Government, and (1/2) of Native American Studies. These graduation requirements may be waived by the Board if a student transfers during their senior year, and is unable to fulfill the requirements. Little Wound 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 hour 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 as they are no longer a student at LWS, however the student may still participate in the graduation ceremony. These students may stay enrolled at LWS and continue to be a LWS student through enrollment in a minimum of four (4) LWS offered courses and/or dual credit college courses per semester.

Graduation will be in compliance with the accrediting authority's graduation requirements and any other LWS Board requirement.

Specific class completion requirements for graduation shall be listed in the Student Handbook.

6.41 TESTING PROGRAM

The objective of the testing program is to enable school personnel to do a more effective job in planning for and educating the children of Little Wound School and shall be coordinated by the Counselors and directed through the Principal.

The school will provide psychological services and testing of students as well as standardized testing and other appropriate measures of assessment which shall comply with minimum requirements of the accrediting agency and other funding sources.

6.42 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.

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. A final report shall be approved by the Board.

6.43 TEACHING METHODS

The Board requires the best research and scientifically based 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 throughout the nation and apply those, which have proven to be successful at increasing student achievement.

6.44 TEACHING CONTROVERSIAL ISSUES

Free inquiry in a democratic society requires controversial issues arising in the classroom be handled as a regular aspect of instruction and learning in such a way as to not inhibit dignity, personality, or intellectual integrity of either the teacher or the student. Controversial issues provide stimulation to learning by creating intellectual excitement and are thus an important part of the classroom environment. 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.

6.45 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 the issues. Any speaker who advocates unconstitutional or illegal acts or procedures shall not be permitted to address students.

6.46 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 an electronic copy of their weekly lesson plans before the week they will be implemented. The respective Principal or their 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.

6.47 GIFTED AND TALENTED EDUCATION

Little Wound School shall provide Gifted and Talented Education (GATE) programs to students in grades Kindergarten to twelve. Enrichment opportunities will be designed to address the specific areas of giftedness and/or enhance their talents in one of five categories:

1. Intellectual Ability
2. Creative/Divergent Thinking
3. Academic Aptitude/ Achievement
4. Leadership
5. Visual/Performing Arts.

The GATE program will insure holistic development of each student through cultural, social, physical, and intellectual/academic experiences that will provide identified students with opportunities to become self-actualized, self-motivated leaders, life-long learners, community contributors, and producers of ideas and products. Opportunities are provided before, during, and after school hours, as well as, within a regular education classroom.

GATE student records are secured and located in the GATE office and will comply with the proper protocols to access.

The GATE Coordinator will partner with parents/guardians and school faculty throughout the entire process to assure success of individual student achievement in their area of gifts and talents.

QUALIFYING PROCESS

- **Step 1:** Students are nominated by the student, their parents/guardians, teachers, staff, sponsors, coaches, or etc. Nomination forms must be accompanied by four (4) or more artifacts that exemplify the student's area of giftedness. Each artifact must contain a written description explaining how the artifact depicts the student's giftedness. Nominations will be accepted no later than the last day of the 3rd Quarter.

- **Step 2:** GATE staff will contact parent/guardian to request consent to assess, evaluate, and participate.

- **Step 3:** A team will host a meeting to agree upon justification for placement in the program and identify the qualifying category. The team shall consist of a parent/guardian, the student, a GATE representative, the nominating person, regular education teacher(s), and/or other LWS faculty member. Other members may be invited as well.

- **STEP 4:** An Individualized Service Plan is written for the student at which time goal(s) are determined with objectives that help the student achieve their goal(s) and enhance their particular area of gifts and talents. ISP's shall have three concurring signatures; that of general education teacher(s), GATE representative, LWS Faculty Member, or Counselor. A Principal/Administrator may be one of the concurring signatures as well. Although a parent/guardian signature is required for children under the age of 18, it is not considered one of the concurring signatures. Lastly, a student's signature is not required and is considered optional. However, student signatures are highly recommended.

• **STEP 5:** Once the ISP is in place, with all required information and proper signatures, students receive services. Service providers and teachers document dates of services including type(s) of activities and services rendered. Assessment may occur annually or tri-annually (as required per category identified). This is also when teachers, sponsors, nominators, coaches, parents, etc. must submit artifacts that exemplify a student's individual gifts and talents. Thereafter, this information will be logged on the gifted student's Yearly Evaluation of Progress - Student Progress Report.

Qualifying Categories & Assessments:

Category (A) Intellectual Ability; to qualify a student must score 95% or higher on NWEA/MAPS, Smarter Balanced, Woodcock Johnson IV, SAGES (Screening Assessment for Gifted Elementary Students) or other standardized achievement tests. Assessment occurs every 3 years.

Category (B) Creative/Divergent Thinking; to qualify a student must score 95% or higher on the Woodcock Johnson IV, NWEA/MAPS, SAGES, or other standardized assessment. Assessment occurs every 3 years.

Category (C) Academic Aptitude/Achievement; to qualify a student must score 85% or higher on Smarter Balanced, NWEA/MAPS, WIAT, SAGES (Screening Assessment for Gifted Elementary Schools), Woodcock Johnson or other standardized achievement tests. Assessment occurs every 3 years.

Category (D) Leadership; to qualify a student is evaluated every year by teacher/faculty member using the GATES-2 Assessment or a Leadership Inventory checklist.

Category (E) Visual & Performing Arts; To qualify a student is evaluated every year by teacher/faculty member using the GATES-2 Assessment, Visual/Performing Arts Inventory checklist, or being judged by an expert in the field.

Ref. 25 C.F.R

6.48 TEACHER RECORDS

Teachers shall be required to accumulate and report information on students for which learning activities are provided, including:

1. Name and age of the student, 2.
Daily attendance of each student, 3.
Academic performance:
   a. Mid-quarter, quarter and semester grade(s) (TK-8),
   b. Advancement/retention reports, (TK-12),
   c. Mid-term progress reports, semester grades (9-12),
   d. Promotional Summary (TK-8).
4. Social development (Transitional Kindergarten and Kindergarten),

5. An updated inventory of classroom materials and equipment at the end of school, 6. Weekly lesson plans for areas of instruction to respective Principal,
7. Proficiency levels.

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 term.

6.49 STUDENT TRANSCRIPTS

The Counseling Office will maintain a transcript of the student's academic record of coursework completed at the School. Coursework and grades transferred from other schools will be included in the student's transcript. Transcripts will be released only after a written request is submitted to the Counseling Office, or when school is not in session, with the Superintendent's office by the parent or guardian, or by the student if the student is over 18 years old.

Official transcripts from other schools provided to LWS when the student transfers to LWS cannot be released to any individual or institution. Copies designated "for LWS staff use only" may be released to appropriate LWS staff members for advising or institutional research purposes.

The NASIS Administrator is responsible for ensuring that up to date student transcripts are recorded in NASIS within forty-five (45) days of the end of each semester.

6.50 HIGH SCHOOL NATIVE AMERICAN CAREER AND TECHNICAL EDUCATION AND WORK BASED LEARNING PROGRAM

The Little Wound High School Native American Career and Technical Education Program and Work Based Learning in the High School. The High School work based learning program provides students with the opportunity to gain valuable real world experience while earning compensation at a rate of $15.00 per hour.

This program is designed to help students develop practical job skills, build strong work habits, and explore potential career pathways in a supportive CTE environment. By participating, students will enhance their responsibility, communication, and time management abilities, better preparing them for future employment or post secondary education. All placements will align with educational goals and be supervised by the Teacher they are working under and to ensure a safe and meaningful experience.

For a work based program can consist of Job shadowing (short Term observation of a professional), Internships (Paid Unpaid,) Structured, (temporary work experience,) Apprenticeship(Intensive, usually paid opportunities that provide on the job), School based enterprise (Entrepreneurial ventures within the school a store, tshirt), Service Learning ,(Projects that combine community service with academic learning)

Students who choose a CTE career path are encouraged to apply to the program and visit with the School counselors.

SECTION 7 - SCHOOL OPERATIONS

7.01 GOALS AND OBJECTIVES

7.02 BUILDINGS AND GROUNDS MANAGEMENT

7.03 QUARTERS/UNITS ASSIGNMENT

7.04 SAFETY PROGRAM

7.05 FIRE PREVENTION

7.06 EMERGENCY DRILLS

7.07 BOMB THREATS, TORNADO PLAN, FIRE PLAN, LOCK DOWNS, AND CRITICAL

INCIDENTS PROCEDURES
7.08 TRAFFIC AND PARKING CONTROLS
7.09 SAFETY INSPECTIONS
7.10 SECURITY
7.11 VANDALISM PROTECTION
7.12 HEATING AND LIGHTING
7.13 CLEANING PROGRAM
7.14 SANITATION
7.15 REPAIRS AND ALTERATIONS
7.16 EMERGENCY REPAIRS
7.17 LEASING AND RENTING
7.18 MAIL SERVICE
7.19 RECEIVING
7.20 WAREHOUSING
7.21 EQUIPMENT LEASING AND RENTING
7.22 EQUIPMENT MAINTENANCE
7.23 EQUIPMENT AND SUPPLY RECORDS
7.24 AUTHORIZED USE OF EQUIPMENT
7.25 TELEPHONE USE
7.26 DUPLICATING SERVICES
7.27 STUDENT TRANSPORTATION MANAGEMENT
7.28 TRANSPORTATION GUIDELINES
7.29 SCHOOL BUSES
7.30 PRIVATE VEHICLE USE
7.31 TRANSPORTATION INSURANCE
7.32 VEHICLES SAFETY INSPECTION
7.33 SCHOOL BUS CONDUCT
7.34 SCHEDULING AND ROUTING
7.35 TRANSPORTATION RECORDS
7.36 FOOD SERVICE PROGRAM MANAGEMENT
7.36.1 FOOD PROCUREMENT & CODE OF CONDUCT

7.37 FREE FOOD SERVICE

7.38 FOOD SERVICE SANITATION INSPECTIONS

7.39 FOOD SERVICE RECORDS

7.40 INSURANCE MANAGEMENT

7.41 FACILITY EXPANSION GOALS

7.42 LONG RANGE PLANNING

7.43 FACILITY OBSOLESCENCE DETERMINATION

7.44 NAMING NEW FACILITIES

7.45 PROJECT PLANNING ARCHITECTS

7.46 STAFF INVOLVEMENT IN FACILITY PLANNING

7.47 COMMUNITY INVOLVEMENT IN FACILITY PLANNING

7.48 EDUCATIONAL SPECIFICATIONS OF FACILITIES

7.49 CONTRACT AWARDS PROCEDURE

7.50 BUILDING PROJECT RECORDS AND REPORTS

7.51 COMPLETED BUILDING PROJECT

7.52 PUBLIC INFORMATION PROGRAM

7.53 SCHOOL SPONSORED INFORMATION

7.54 NEWS RELEASE

7.55 LOCAL GOVERNMENT RELATIONS

7.56 RELATIONS WITH LAW ENFORCEMENT

7.57 INTERROGATIONS AND INVESTIGATIONS BY LAW ENFORCEMENT

7.58 RELATIONS WITH PARENT ORGANIZATIONS

7.59 OTHER SCHOOLS RELATIONS

7.60 SHARED SERVICES

7.61 RELATIONS WITH COLLEGES AND UNIVERSITIES

7.62 PROFESSIONAL VISITORS AND OBSERVERS

7.63 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

7.64 FLAG DISPLAYS

7.65 SCHOOL ORGANIZATION PLAN

7.66 SCHOOL ATTENDANCE AREA

7.67 SCHOOL YEAR

7.68 SCHOOL CALENDAR

7.69 EXTENDED SCHOOL YEAR

7.70 SUMMER SESSION EXTENDED LEARNING OPPORTUNITIES

7.71 SCHOOL DAY

7.72 EVENING SESSIONS

7.73 EMERGENCY CLOSING

7.74 MEDIA BROADCASTING

7.75 TECHNOLOGY ACCEPTABLE USE

7.76 STAFF ACCESS TO SCHOOL ELECTRONIC MAIL

7.77 INTERNET SAFETY POLICY

7.78 RECORDS RETENTION

7.79 FAMILY ENGAGEMENT

7.80 SCHOOL VISITORS

7.81 ELECTRONIC SURVEILLANCE

7.82 WHISTLEBLOWER

7.83 COMMUNITY MEMBER CONCERN PROCEDURES

7.84 TITLE IX NONDISCRIMINATION POLICY

7.84.01 PURPOSE

7.84.02 DESIGNATION OF COORDINATOR; NONDISCRIMINATION POLICY; GRIEVANCE PROCEDURES; NOTICE OF NONDISCRIMINATION; TRAINING; STUDENTS WITH DISABILITIES; AND RECORDKEEPING

7.84.03 COMPLAINTS

7.84.04 BASIC REQUIREMENTS OF TITLE IX COMPLAINT PROCEDURES

7.84.05 NOTICE OF ALLEGATIONS

7.84.06 EVALUATION – PROCEED WITH AN INVESTIGATION OR DISMISSAL OF A COMPLAINT

7.84.07 INVESTIGATION

7.84.08 QUESTIONING THE PARTIES AND WITNESSES AS PART OF THE INVESTIGATION

7.84.09 DETERMINATION WHETHER SEX DISCRIMINATION OCCURRED

7.84.10 APPEAL OF DETERMINATIONS

7.84.11 INFORMAL RESOLUTION, IF OFFERED

7.84.12 SUPPORTIVE MEASURES

7.84.13 DISCIPLINARY SANCTIONS AND REMEDIES
APPENDIX 7-A: Definitions (34 C.F.R. § 106.2)
APPENDIX 7-B: Title IX Complaint Procedures Flow Chart

7.01 GOALS AND OBJECTIVES

The Board shall provide processes, structures and resources to ensure staff, students and community members access to safe, sanitary and adequate buildings and grounds through procedures designed:

1. To provide access to facilities that are meeting 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 schools 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 school facilities to the Board by the first Monday of June each year.

7.03 QUARTERS/UNITS ASSIGNMENT

The Superintendent/Housing Committee has the authority to assign employees to quarters or dwelling units, in consultation with the Housing Committee, 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 LWS employees: Business Manager, Human Resources Director, Facilities Manager. Tenants are required to complete a *Housing Agreement* form 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 housing agreement.

Quarters, or dwelling units, are reserved for certified personnel and other positions recommended by the Little Wound School Board. Temporary assignment of quarters by the Superintendent/Housing Committee is for the school year only or as otherwise specified.

1. **The following criteria shall be followed in assigning quarters:**

    a. Quarters or dwelling units shall be assigned only to LWS employees on the basis of number of dependents for which bedrooms are required. Larger houses shall be assigned to larger families.
    b. Married employees without children shall be assigned to suitable efficiency apartments before being assigned to multi-bedroom units.
    c. Consideration shall be given to assigning quarters having the highest rental rates to higher salaried personnel.
    d. Quarters shall not be assigned to employees for the use of relatives who are not members of the employee's immediate family. LWS reserves the right to disapprove any occupants who pose a threat to the health and safety of students or employees.
    e. 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. Local area is defined as all lands within the boundaries of the Pine Ridge Reservation.
    f. There shall be no summertime or temporary assignment of quarters.
    g. Tenants must provide a list of authorized individuals to be occupying quarters. Any new occupants or any other changes must be reported to the Superintendent. Tenants will include their pets and the name of the pet.
    h. Any prior eviction from LWS Housing will result in ineligibility for future housing.

i. Trailer lots will be used for LWS full time/permanent employees only.
j. 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 within the last ten (10) years, or any person who is required to register as a sex offender, under any Tribal, state, or federal law, will be allowed 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.

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 LWS 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.

Prior to occupancy of a dwelling unit, Tenants must provide a list of people the Tenant is requesting the approval of LWS to occupy the dwelling unit or mobile home lot unit on a *Housing Agreement Occupancy List*. Any changes to the Family Composition require the pre-approval of LWS in writing. Tenant agrees to notify the LWS Business Office of any changes in Family Composition by filing an *Amended Housing Agreement Occupancy List* and shall not permit any additional persons to occupy the unit if notified in writing that such additions to family composition has been disapproved by the School. Tenant agrees to not allow guests, boarders, or lodgers who stay longer than seven (7) days to stay in the Unit. Tenant agrees to not allow any person to reside in the Unit that is not listed on the *Housing Agreement Occupancy List*. LWS reserves the right to terminate the Housing Agreement if additional occupants would render the dwelling overcrowded, or if Tenant permits additional occupants without the approval of the School. ***Housing Agreement Occupancy Lists*** **shall be used to determine the size of the unit assigned to school employees.**

3. **Tenant Rights and Obligations:** Tenants of Little Wound 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.** Tenant shall use the assigned property as Tenant's primary residence only. 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 and Environmental Contamination Testing.** An inspection of the quarters shall be made by the Facilities Manager, or other designated agent of LWS, and the tenant prior to and at the termination of the tenant's occupancy. An annual inspection will be completed on or before May 31st 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.

Tenant agrees to allow Little Wound School, or its designated agent, to enter the dwelling unit upon reasonable advance notice, typically 24-hours, in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective Tenants. The notice shall specify the date(s) of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a procedure for the tenant to request a rescheduling of the entry. The Tenant will not be unreasonable in denying entry.

LWS may also enter the premises without prior consent if it appears to have been abandoned by the Tenant or in case of emergency, and as otherwise permitted by law or court order or by the LWS Board. If the dwelling unit appears abandoned, LWS shall post a *Notice of Abandonment* on the front door of the unit and attempt delivery of *Notice of Abandonment* at the last known mailing address of the Tenant. If the Tenant has not contacted the Landlord within three (3) days of the posting of *Notice of Abandonment*, Landlord shall change the locks on the unit and otherwise secure the unit from vandalism and shall store Tenants possessions for thirty (30) days and charge Tenant the amount of $50.00 per day for such storage. After thirty (30) days, such property as is not claimed by Tenant shall be deemed abandoned and disposed of. Tenant hereby consents to such disposal by the Landlord.

Environmental Contamination Testing shall be conducted by, and at the expense of LWS, in the following instances:

(1) At the end of each school year by May 31st;
(2) Anytime a unit becomes vacant;
(3) Anytime a disturbance involving drugs or drug paraphernalia is reported at a unit;
(4) Reasonable suspicion of drug activity based on, but not limited to, a police report, staff report, or Facilities report from an inspection;
(5) Anytime a Tenant requests a unit transfer; and
(6) Anytime a unit becomes vacant for rehab or emergency repairs.

Testing after vacancy of a unit will be used to establish a baseline for that unit prior to a new tenant taking occupancy. Environmental Contamination Testing shall include environmental testing for the presence of such drug contaminants as methamphetamine, among others, as determined by the Facilities Manager and Superintendent.

Environmental contamination testing may also be permitted upon tenant request though these requests will be at the cost of the tenant.

An Environmental Contamination Test that results in a positive test result may be grounds for immediate eviction as determined by the Superintendent.

See Addendum B to Section 7.03 for the full Environmental Contamination Testing Policy and Procedure.

c. **Notices.** All notices shall be in writing and shall be given to the Tenant at the dwelling unit or by certified mail; all rents and all notices, which shall be in writing, shall be given to Little Wound School Business Office.

d. **Maintenance of 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 care of lawn and sidewalk when on vacation. Playground equipment, swimming pools, sand boxes, etc., are not permitted on front lawns. Equipment of this type may be placed in the backyard with permission from the Facilities Manager. Structural, mechanical, or electrical alterations of any kind to the dwelling unit or property are not permitted.

Tenant shall not permit or 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. LWS reserves the right to offset any funds in the possession of LWS, or to file a claim in a court of competent jurisdiction, to recover for damages to LWS 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 maintenance or safety inspections or "check-out" inspections when vacating quarters. Such damage shall include deterioration beyond normal wear and use. The tenant shall be responsible for reporting any need for maintenance of a unit to the Facilities Manager immediately. Tenants will pay any damages to the lot or housing facility no later than five (5) days prior to vacating the premises. LWS Board may deduct such payment from the final salary payments due to the Tenant.

Tenant shall not change, alter, replace, or add new locks without written consent of Little Wound School. Any locks so permitted to be installed shall become property of the LWS 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 Facilities Manager.

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 hazards. Tenants must take care not to overload electrical circuits.

Tenant shall make every reasonable effort to conserve the use of utilities supplied and paid for by Little Wound School and shall not waste the same.

No materials or goods shall be stored within two feet of furnaces, water heaters, and chimneys or smoke pipes.

e. **Notice of Absence from Dwelling Unit.** Tenant shall notify the Facilities Manager in writing if the dwelling unit will be left unoccupied by the Tenant for a period longer than 30 days and shall advise Little Wound School Business Office how to contact Tenant during such period. The tenant shall arrange to have the quarters checked to insure 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 supply in the tanks or payment of utility bills constitutes negligence. The propane tank shall be filled by the tenant to at least 80% full before the unit is vacated.

f. **No Subletting.** Subletting or subleasing of any portion of quarters assigned to a tenant shall not be permitted. Exchange of money is not required to constitute subletting/subleasing. Tenants may not sublease or assign their rights under a *Housing Agreement* to any other person. Tenants may not permit boarders or lodgers in the LWS dwelling unit. Guests may not be permitted to occupy the unit for any length of time longer than seven (7) days.

g. **Business.** Conducting a business enterprise of any kind in 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, babysitting services.

h. **Parking.** Tenant vehicles shall be parked in such a manner not to inconvenience tenants in other quarters. Parking on lawns is prohibited.

i. **Non-Operating Vehicles, Rubbish 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 expense of the tenant. 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 LWS, a notice shall be provided to the tenant to correct the non-compliance within seven (7) calendar days. If, upon re-inspection, the tenant has not corrected the non-compliance, the facilities department will clean up the premises and a $100 fee will be assessed to the tenant to cover the cost to LWS for cleanup.

l. **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 insure their property against such loss.

m. **Conduct of Tenants, Household Members, Guests, and Invitees.** Tenants, family, and guests of tenants are expected to conduct themselves in an orderly and respectful manner.

The Tenant is responsible under the *Housing Agreement* for the conduct of household members listed on the *Housing Agreement Occupancy List*, guests, and any invitee onto the premises whether the person is a guest of the Tenant or a household member. Tenant's conduct including excessive noise that disturbs the right to peaceful enjoyment of other household members, or any person in the LWS Housing area, or presents a threat to the health or safety of other residents or their property is a violation of the *Housing Agreement*.

Conduct unbecoming an employee or their dependents and violations of other people's rights to include domestic violence shall be grounds for removal and/or eviction from Little Wound School quarters. If annual notification discussed in 7.03 (a) is not complied with, the lease may be terminated.

n. **No Alcohol, Drugs, or Inhalants.** No alcohol, drugs or inhalants shall be allowed to be used, sold, manufactured, or possessed by Tenants, their Household Composition members, guests or invitees. Any drug or alcohol violations are grounds for immediate eviction of tenant. Reported incidents of such activity will be turned over to the Oglala Sioux Tribe Department of Public Safety and school personnel per the School's organizational chart. The incident report shall be submitted to the Superintendent's office for the Superintendent's review to maintain a record of the incident.

o. **No Smoking/Vaping Permitted in Housing Units.** No smoking or vaping shall be permitted inside of any LWS housing by any person. If it is determined that smoking or vaping has occurred inside a housing unit, this is grounds for termination of the lease. 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 a violation of this Policy.

4. **Deposit:** A $50 0.00 deposit shall be made to the school by new tenants prior to moving into assigned quarters. This provision shall apply to tenants who move in on or after July 1, 2026. All tenants who moved in prior to July 1, 2026 shall not be required to pay an additional deposit. The deposit will be returned to the tenant upon vacancy if there is no damage to the quarters other than normal wear. Mobile home lots shall require a $20 0.00 deposit. Pet Deposit is required for any tenant with a dog or cat in the amount of $20 0.00. Replacing lost keys will cost the tenant $10.00.

5. **Damage:** Damage to school property or equipment shall be reported promptly. Tenants are responsible for damage caused by negligence or misuse and shall promptly reimburse the school in the amount determined by the Board. LWS reserves the right to offset any funds in the possession of LWS, or to file a claim in a court of competent jurisdiction, to recover for damages to LWS 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 maintenance or safety inspections or "check-out" inspections when vacating quarters. Such damages shall include deterioration beyond normal wear caused by misuse or negligence in the care and use of quarters or equipment. The tenant shall be responsible for making minor repairs to their dwelling.

6. **Rent:** Rent shall be charged according to the LWS Housing Rate Schedule, which shall be reviewed, approved by LWS Board and published annually, prior to the issuance of the *Housing Agreements*. A $25.00 per month/per pet fee will be added to rent.

7. **Alterations**: Structural, mechanical, or electrical alterations of any kind are not permitted.

8. **Pets and Livestock:** Pets are subject to OST animal control ordinance and the Oglala Sioux Tribe Braedon's Law. There shall be no more than one (1) dog or (1) cat per housing unit. There shall not be any dog or cat authorized in an apartment unit. All pets must be approved in advance by LWS and all dogs must be fully vaccinated against Rabies and DTTP and all cats must be fully vaccinated against Rabies. Pursuant to OST Ordinance 07-39 Braedon's Law, the Tenant shall not possess or have on LWS property, an unaltered or part-mix pit bull, rottweiler, and/or Doberman pinscher or any other vicious dog or animal that attacks, bites or attempts to bite a person(s). Exotic animals of any kind are strictly prohibited in any of the housing or apartment units. All dogs outside of their yard shall be required to wear a leash. In addition, should any animal be found roaming at large on campus or tenant

housing the following action will take place by the Facility Manager or their designee in accordance with the following procedures:

a. Documented notice will be given the owner of animal with warning of further steps to be taken.

b. Documented second notice will be given to owner with the understanding and consent that further violations of policy will result in the animal being removed from the Little Wound School property.

c. The Little Wound School security and/or facilities will be contacted to remove animal from Little Wound School property. A $25.00 fee will be charged to the tenant if school personnel is required to remove the pet.

d. Continued violations of pet policy shall be grounds for removal from Little Wound School.

e. All efforts will be made to properly identify owners of pets before any action is taken, therefore, it is important for pet owners to have identification collars on their pets at all times.

f. No livestock shall be allowed on the LWS campus, except for agricultural, educational purposes, approved in advance by the Superintendent.

9. **Distribution:** A copy of this policy shall be permanently displayed on bulletin boards and attached to each quarter assignment form when initially issued to a tenant and accessible on the LWS website: www.littlewound.us.

10. **Minutes of Meetings:** Written minutes of each meeting of the Committee shall be maintained for future reference when it pertains to quarters.

11. **Housing Agreement Termination**: Termination of the *Housing Agreement* may occur through termination for breach of the Housing Agreement; destruction of premises; expiration of the *Housing Agreement* without absent a renewal; termination of employment by LWS; and termination of the *Housing Agreement* by the Tenant. The termination and vacating of quarters shall correspond with the time of transfer, separation, eviction etc. Inspection and Environmental Contamination Testing of quarters will be made at that time to determine the condition of the quarters and to assure all Little Wound School owned equipment is on the premises. Any damages or remediation costs attributable to the Tenant will be determined through the Inspection and Environmental Contamination Testing and those costs will be due, or a payment agreement made, within 30 days. Any fees or costs due may be taken from the Tenant's last paycheck from LWS. Employees will be given two weeks (14 days) to vacate school housing upon termination. Any property left in the unit after tenant vacates the quarters becomes the property of LWS after 30 days.

a. **Termination for Breach of *Housing Agreement***. Any breach of the *Housing Agreement* shall be grounds for termination of the Lease. The Housing Committee shall have the responsibility and authority to terminate the *Housing Agreement* for violations. Violation of a tenant's housing agreement, the LWS policies and procedures regarding quarters and mobile home lots on LWS property, or a violation of tribal or federal law, shall constitute grounds for *Housing Agreement* Termination. Any violation shall be sufficient grounds for lease termination, but the school has the discretion to give the tenant one (1) warning and probationary conditions prior to eviction. Not more than one (1) warning shall be allowed before eviction proceedings are begun. There is no appeal to the School Board upon termination of the *Housing Agreement* (lease).

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 *Housing Agreement*. Any tenant who has three (3) or more lease violations will be sufficient grounds for lease termination and non-renewal of a *Housing Agreement*. The Housing Committee reserves the right to terminate a Housing Agreement for one (1) lease violation as mentioned above. The School does not waive its right to issue a lease violation or terminate a lease agreement if it does not assert its claim under the *Housing Agreement*. The Housing Committee still reserves it right to issue a lease violation or terminate a *Housing Agreement* during the term of the Tenant's tenancy.

Upon receipt of Notice of Termination of the *Housing Agreement* and Notice to Quit Possession by the Tenant from LWS for violation of any provision of the *Housing Agreement* or this Policy, 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 School immediately upon vacating the unit, not more than three (3) days after a Notice of Lease Termination and Notice to Quit Possession is delivered by certified mail to the tenants 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 shall be considered abandoned property after 30 days, and LWS may sell or otherwise dispose of the same without liability to the tenant.

b. **Destruction of Premises**. If the premises are rendered inhabitable by fire, flood, or other natural disaster during the term of the *Housing Agreement*, the Agreement shall thereupon be terminated.

c. **Expiration of Housing Agreement (Absent Renewal)**. Housing Agreements shall automatically terminate on June 30th of each year and may be eligible for renewal, effective on July 1st, upon recommendation from the Facilities Manager and Business Manager and approval by the Superintendent. Should the Agreement not be renewed,

and the expiration of the lease term remains effective, the Tenant agrees to vacate the premises within 14 days of the termination, if not earlier terminated by the Tenant or School. 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 School immediately upon vacating the unit. The Tenant agrees that any personal property left in or about the premises after the tenant has vacated and 30 days has passed shall be considered abandoned property, and LWS may sell or otherwise dispose of same without liability to the tenant.

d. **Employment Termination**. The *Housing Agreement* shall terminate upon termination of the Tenant's employment with Little Wound School. The LWS Superintendent shall deliver to Tenant Notice of Lease Termination and Notice to Quit Possession providing at least 14-day 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 School immediately upon vacating the unit, not more than 14 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 and 30 days has passed shall be considered abandoned property, and LWS may sell or otherwise dispose of the same without liability to the tenant.

e. **Termination of Housing Agreement by the Tenant.** Tenant shall notify the LWS Business Manager in writing if Tenant terminates the *Housing Agreement*, by providing at least 14-day notice of the date and time 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 School immediately upon vacating the unit, by the date of the *Housing Agreement* expiration. The Tenant agrees that any personal property left in or about the premises after the tenant has vacated and 30 days has passed shall be considered abandoned property, and LWS may sell or otherwise dispose of same without liability to the tenant.

12. **No Alcohol, Drugs or Inhalants:** No alcohol, drugs or inhalants shall be allowed to be used, sold, or possessed by Tenants, their families, and guests of LWS Housing. Any drug or alcohol violations are grounds for immediate eviction of tenant. If convicted of any of the following: the selling, distribution, possession, manufacture or use of alcohol or illegal drugs from Little Wound School quarters by anyone is prohibited. This will result in the immediate termination of the housing agreement of the employee renting the quarters and immediate eviction. Reported incidences 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 to maintain a record of the incident.

13. **Eviction Procedures:** Violation of a tenant's *Housing Agreement* and/or the LWS policies and procedures regarding quarters and mobile home lots on LWS property, a result of any of the circumstances described herein at Section 7.03(11), or a violation of Tribal or federal law, shall

constitute grounds for eviction. Any such violation shall be sufficient grounds for eviction, but the School has the discretion to give the tenant one (1) warning and probationary conditions prior to eviction. Not more than one (1) warning shall be allowed before eviction proceedings are begun in accordance with LWS Policies and Procedures and OST Law.

Any tenant who has not vacated the dwelling unit or mobile home unit within 14 days of *Housing Agreement* Termination as prescribed in Section 7.03(11), shall be evicted by the School in accordance with OST Law. Failure to vacate the unit after being served with a Notice to Quit shall be subject to an assessed penalty of $50.00 per day until such time as the premises are vacated. Tenants shall be responsible for all court costs, attorney's fees and other LWS expenses resulting from the need to file an eviction complaint in Tribal Court.

14. **Maintenance Procedures:** The following procedure shall be followed for minor repairs to quarters.

    a. 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.

    b. Persons dissatisfied with the non-completion of work requests may utilize the Grievance Procedure outlined in the policies and procedures.

    c. A work order request must be submitted to the Facilities Manager prior to implementing any repairs, except in an emergency.

    d. If repairs are needed as a result of negligence, the Facilities Manager shall report the information to the Superintendent immediately. The cost of such repairs may be assessed to the individual. Tenants may not make their own repairs or hire anyone to make repairs without express written permission of the LWS Facilities Manager.

15. **Smoking:** Smoking in all LWS units and mobile homes is prohibited.

16. **Firearms:** of any kind shall not be displayed or carried outside of houses unless they are in cases or other containers for transport from house or vehicles. All firearms must be safely stored in a locked case in LWS units and/or on LW property. All firearms must be duly licensed in accordance with Tribal law.

17. **Quiet Hours:** there shall be mandatory quiet hours in the teacher housing from 10 pm to 6am each day.

18. **Pest Control:** quarters/units shall be maintained with quarterly pest control measures.

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 Superintendent or Superintendent's designee 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 recommended safety practices as they pertain to the school.

The Superintendent shall have the responsibility to ensure that the School abides by any shelter-in-place orders that are issued by the OST Tribal Council.

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 their 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, AND 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 of these plans and procedures will be posted in each classroom, office and provided to substitute teachers during substitute orientation.

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.

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.

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 work stations to ensure health and safety requirements legislated by tribal, state and federal agencies.

7.10 SECURITY

The Security Manager shall develop security procedures for Board approval to include daytime/nighttime security for:

1. Provision for door locks,

2. Minimizing fire hazards,

3. Reducing possibility of faulty equipment (routine checks on LWS equipment),

4. Protection against and reporting of vandalism and burglary,

5. Oversee security of buildings and school housing on campus.

6. Security equipment.

7. Personnel certification or training/certification.

8. Establish agreements with O.S.T. agencies and Public Safety i.e. plan for curfew enforcement.

9. The Security Manager will be responsible for the assignment of school keys to employees. Employee will be responsible for the keys issued to them and shall not make copies of the key(s) without the permission of the Facility Manager. If an employee loses school keys, the employee will be responsible for the cost of replacing the keys.

7.11 VANDALISM PROTECTION

The Superintendent is authorized to sign criminal complaints and to press charges against perpetrators of vandalism against school property 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 Facilities Manager.

7.13 CLEANING PROGRAM

The Building Principals shall develop and implement a cleaning program for school facility 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.

Employees should keep their individual work areas as neat as possible during the work day. Before leaving the work area at the end of the workday, employees will organize their areas to secure work materials and to present an orderly and professional image.

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.

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 Facilities 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 a 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 as a result 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 August meeting. School facilities shall not be used for wakes and funerals.

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. A $200.00 deposit shall be returned to the sponsoring individual or organization after verification of the meeting of all criteria in the use agreement following the activity.

4. Release of any liability of the Board by individuals or organizations utilizing school facilities.

5. Payment of any damages and cleaning exceeding the $200.00 deposit within a specific time.

6. Payment of wages for cleaning during and after the activity.

7. Provide proper security and cleanup during and after the activity. Failure to provide proper security and cleanup shall constitute a waiver of the return of the deposit.

The Building Principal or designee 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.

7.18 MAIL SERVICE

The following shall govern incoming and outgoing mail service:

1. Use of school postage meter for personal mail is prohibited.

2. Restrictions affecting regular postal service shall be in effect for mail service.

3. Outgoing mail must be placed in proper mailbox in the Business Office .

4. Business Office staff and Facilities Maintenance personnel are responsible for pick-up and delivery to Kyle Post Office.
5. The Superintendent's secretary shall be responsible for the notification to departments for pick- up of mail.
6. All incoming and outgoing mail shall be for school purposes only. Employees and others shall not utilize the Little Wound School mail for personal purposes, and particularly for any illicit, unlawful or immoral purposes. Such usage, if discovered, shall subject the sender or recipient to immediate termination.

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.

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

Major equipment will not be leased or rented to individuals or other entities. Leasing of equipment by LWS will follow the LWS Procurement Policies.

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 unless authorized in writing by the Superintendent. Unauthorized use of equipment and supplies shall result in disciplinary action.

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 such calls 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 Principal in writing. Business Office personnel shall reconcile monthly telephone billings.

School issued cell phones shall be issued at the discretion of departmental supervisors with approval of the Superintendent for work related purpose(s). Any added/downloaded applications, ringtones, etc. are not permitted on the school issued cell phones.

7.26 DUPLICATING SERVICES

The Printing Office is maintained to provide employees with access to duplicating services for instructional and other authorized materials. Employees requesting large volume copying are to

consult with the Printer to schedule completion of needed items. Employees may duplicate materials utilizing available equipment in the printing office for small quantity copying with the number, type and employee name recorded in available log books. Office copy machines are to be used for school business unless otherwise authorized by the supervisor to whom the machine has been assigned. The Printing Office shall establish and administer rates for duplication of personal or other organization copying of materials.

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.

1. Students shall be returned to their home following school activities and employees delivering students are required to make certain that a parent/guardian is present prior to leaving the student for any student under the age of 10 years old. The student is to be returned to the school and alternatives implemented if the student cannot be returned home safely.

2. Staff shall escort their class to bus loading zones daily to make certain they board the bus safely.

3. Staff shall notify parents utilizing the parents' preferred method of notification 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. School vehicles will not be available for use for any activities that are not schoolsponsored activities.

Routine maintenance procedures shall be developed to keep the property in good condition to ensure longevity of property and transportation vehicles. Preventative and all other maintenance 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.

c. Buses shall not be left unattended when buses are running or when students are on the bus and keys shall not be left in unattended school vehicles at any time.

d. Employees using school vehicles are required to document the mileage, fuel usage and other reports required by the Transportation Department.

e. Employee using school vehicles assigned to the Transportation Department must receive prior clearance from the Transportation Manager for school sanctioned events and school related services.

f. Requests for vehicle use to pick up supplies, or to attend meetings and workshops, must be scheduled three (3) days in advance. Forms can be picked up in the Business Office or Administration Office.

g. All school vehicles used for any purpose shall be checked out through the Transportation manager with an inventory prior to and subsequent to such use.

h. Employees requesting transportation services for school related activities and/or field trips are required to complete a Field Trip Request form and submit completed forms to the Transportation Manager two weeks in advance. The forms can be picked up in the Business Office or Administration Office.

i. Alcoholic beverages or other drugs are prohibited in school vehicles and use of such while operating school vehicles will result in disciplinary action.

j. Employees are to immediately submit credit cards and return vehicle keys to the Transportation Manager following vehicle use.

k. Employees are prohibited from unauthorized use of school vehicles.

l. 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.

m. Employees or others shall not use Transportation Department fuel, supplies or equipment for their personal use.

n. 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.

o. The driver shall report any accident involving school vehicles immediately to proper authorities and the Transportation Manager.

p. Anyone operating a school vehicle must abide by all traffic laws and regulations. Only Little Wound School employees with valid Commercial Drivers Licenses (CDL) shall operate LWS buses. Only licensed and insured LWS employees shall operate nonCDL school vehicles.

q. Buses shall not leave main bus routes, and take off-highway roads to student's homes. School issued SUV's may be utilized for off-highway roads to student's homes.

r. 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.

s. No mileage shall be paid to parents who transport their children to and from school bus routes and school activities.

t. A bus shall wait for students a maximum of three (3) minutes.

u. No pets are allowed in any school vehicles.

v. Handicapped vehicles designated for handicapped students use only shall only be used in the transportation of the handicapped.

w. Building Principals or their designee shall notify the transportation department on a daily basis of dropped or suspended students and new enrolled students.

x. Transportation Manager 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.

y. If a student misses the bus after school the driver will not turn around to transport the student, if beyond a ¼ mile radius.

z. 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.

aa. Use of chewing and smoking tobacco products shall not be permitted on school owned vehicles at any time.

bb. Students participating in after school activities will have the option of riding the activity bus and/or vehicles. cc. All buses shall have a minimum of one bus monitor assigned to the bus for the transportation of students.

7.29 SCHOOL BUSES

The Transportation Manager 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 their 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. Preventative and all other maintenance will be conducted by a certified mechanic. Written records/documentation of any routine maintenance conducted will be kept in a log.

Bus drivers may keep their buses at their house overnight, with their supervisor's approval, but are responsible for any damage caused by the bus drivers or their families. Bus drivers shall not drive buses for their own use.

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 LWS liability insurance carrier from coverage for accidents and other negligent acts committed by LWS, its Board Members, officers, agents, and employees. All school vehicles which require that drivers have CDLs and all other LWS vehicles shall be driven only by qualified, appropriate, and licensed LWS 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 Manager is responsible for making certain that all vehicles are in compliance and are maintained within regulations and safety inspection requirements during the school term. The Transportation Manager 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 SCHOOL BUS CONDUCT

Little Wound School provides transportation for students who reside within the school service area and it is imperative that behavior of students on buses be positive to provide for safe transportation services.

The respective principal will implement the student disciplinary procedure with recommendations from the Transportation Manager if any students violate the school policies while being transported to and from school. Student may be subject to the following consequences in addition to other discipline as allowed pursuant to these policies if student's behavior becomes disruptive, destructive or violates school policy in cases of major infractions:

1. Suspension from riding the bus for a designated period of time.

2. Discontinuance of transportation services for continual abusers of behavior boundaries.

3. Ineligibility for transportation services to school-related activities for a designated period of time.

4. Driver has the authority to remove student from bus if necessary.

These disciplinary actions must be taken in conjunction with the policies on discipline protocol. Students should report any incident(s) occurring on buses to their Principal and Bus drivers shall report the name(s) of any student(s) who violate established rules of conduct to the Transportation Manager.

The Transportation Manager shall maintain a record of infractions committed by students during the ride to and from school, which shall be submitted, to the Superintendent monthly.

If the violation affects the welfare and/or safety of the bus driver or passenger(s), the Bus Driver has the authority to immediately remove the student/person from the bus. (*Suspend transportation services until the Transportation Manager can be notified.) If immediate removal takes place, the Transportation Manager and Superintendent must be immediately notified for further action.

7.34 SCHEDULING AND ROUTING

The Transportation Manager is responsible for establishing bus transportation routes and schedules in consultation with the Superintendent or their designate. 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 Manager.

7.35 TRANSPORTATION RECORDS

The Transportation Manager shall be responsible for submitting vehicle and department reports to the Superintendent or their designate. 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,

4. Any inspection(s) completed and the result(s),

5. Preventive maintenance performed on each vehicle,

6. Total fuel and other supplies consumed during the reporting period.

7. Documentation of departure and arrival time of bus routes at each stop and,

8. Notification of schedule for approximate pick up and drop off of students should be given to parents.

7.36 FOOD SERVICE PROGRAM MANAGEMENT

SCHOOL WELLNESS

Little Wound School will provide all students with a strong foundation of knowledge, fitness, nutrition and healthy choices in a challenging and changing world. Little Wound School will provide an environment that promotes, protects and preserves health. Effective health education is a shared responsibility that begins in the home and is reinforced in the community by its citizens, health and agencies and schools.

Nutrition Education:

The TK-12 nutrition education will include elements that incorporate South Dakota Health Education Standards on nutritional concepts with support healthy lifetime nutritional decisions.

Nutritional Standards:

The TK-12 nutrition standard will include, but not be limited to, promoting nutritional choices while impressing upon the students the importance of good nutritional decisions throughout their lives.

1. Little Wound School will encourage healthy food choices for classroom activities.
2. Little Wound School will offer healthy choice options in all school vending machines and school sponsored events.
3. Little Wound Schools meal program will comply with tribal and federal guidelines, and where applicable, state guidelines.
4. Classroom snacks provided to students by LWS must be healthy and must be approved by the Food Service Department.

Physical Activity:

The TK-12 fitness and physical education curriculum will incorporate elements of South Dakota Physical Education Standards. Little Wound School will promote lifetime physical activity choices and encourage students to invest themselves in activity-based programs throughout life.

1. TK-12 students will have the opportunity to be involved in physical activity through Little Wound Schools physical education programs, before – and after-school activities, OR other activity programs.
2. TK-12 students will be encouraged to participate in community-offered fitness and/or athletic programs.
3. Little Wound School will support facility usage by students and community members for fitness and/or athletic activities.

Other School – Based Activities:

The TK-12 school-based activities will provide opportunities for students and staff to engage in lifetime wellness activities and screenings throughout their schools and community. Little Wound School will provide nutrition education and physical education to students, staff, parents, and when appropriate, community members.

Little Wound School personnel will encourage healthy eating and physical activities.

Policy Evaluations:

The school administrators, through evaluation of all staff responsible for nutrition education, nutrition standards, physical education/activity, and other school-based activities, will assure that the requirements of this policy are met.

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 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 9a above.

10. Employees may purchase meal tickets from the Business Office Receptionist to participate in the lunch meal at the school. The cost for meal tickets shall be established annually.

11. The Superintendent may approve of complimentary meals at no cost to the employee or others for participation in the lunch meal.

12. Departments may provide and prepare coffee for employees working in their own department.

13. Food Service accommodations must be provided to section 504 identified students and other special needs. Documentation of special needs, including food allergies, must be submitted to Food Service Manager, the School Nurse, the Principal and the Superintendent.

14. 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.

15. 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.

7.36.1 FOOD PROCUREMENT & CODE OF CONDUCT

APPENDIX ___: LWS Procurement Plan for Child Nutrition Programs

7.37 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.

7.38 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 the Superintendent's 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.

7.39 FOOD SERVICE RECORDS

The CANS Clerk 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 Business Manager shall monitor and submit reports to CANS Program and shall conduct periodic auditing of accounting and reporting data maintained daily by the Food Service Program.

7.40 INSURANCE MANAGEMENT

Board purchase of insurance shall be in accordance with all laws and regulations with the Business

Manager responsible for the management of school insurance programs, with the understanding that LWS, a Self-Determination and Educational Assistance Act Contract School, has certain protections under the Federal Tort Claim Act for tort claims against the school.

The Board shall provide personnel and property 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.

7.41 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.

7.42 LONG RANGE PLANNING

The Superintendent shall submit a written outline of the long-range facility needs of the school annually at the June 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.

7.43 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.

7.44 NAMING NEW FACILITIES

The Board has the responsibility to name all new school facilities and may consider suggestions from citizen groups, staff and students.

7.45 PROJECT PLANNING ARCHITECTS

Architects will be used for renovation, modification and construction projects, as required by tribal, 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.

7.46 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.

7.47 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.

7.48 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; 6. A description of standard codes and regulations affecting planning.

7.49 CONTRACT AWARDS PROCEDURE

The selection of a site for a new building is made in accordance with previously established criteria.

1. For each project an architect is assigned on a contingency basis.

2. Architectural contracts are signed by the Board Chairperson, upon approval by the Board.

3. For each project a preliminary plan is developed and approved by appropriate agencies and the Board.
4. The plans and specifications are prepared to conform to all codes governing public buildings.

5. Working drawings are approved by appropriate agencies and the Board.

6. An addition to an existing building or construction of a new building is advertised for bids by the Board.

7. Sealed bids are received on the date advertised and are opened and read in public.

8. Each bidder fills out a "Statement of Bidder's Qualifications" stating their financial status and general information concerning their firm.

9. 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.

American Indian preference will be considered on contracts awarded by the Board.

7.50 BUILDING PROJECT RECORDS AND REPORTS

The Facilities Manager shall be responsible for making reports to the Board on the progress of building projects. At the invitation of the Facilities Manager, the architects supervising particular projects may be asked to appear before the Board.

The Facilities 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.

7.51 COMPLETED BUILDING PROJECT

Upon completion of the building construction and a final inspection by the architects and Facilities Manager, the Board accepts or rejects the final inspection report.

7.52 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.

7.53 SCHOOL SPONSORED INFORMATION

The Superintendent, or her/his designee, shall employ such means as necessary to inform citizens of school activities and policies.

7.54 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, the Superintendent and the Superintendent's designee.

Staff and students shall submit information regarding classroom, school or community activities to the Principal who shall submit copies to the Superintendent for appropriate action.

7.55 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.

7.56 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. Safe Schools Coordinator shall develop a Memorandum of Understanding with the OST Law Enforcement at the beginning of the school year and shall have the LWS Board approve such Memorandum.

7.57 INTERROGATIONS AND INVESTIGATIONS BY LAW ENFORCEMENT

Law Enforcement may be called to the school at the request of the respective Principal, Superintendent, School Security or School Resource Officer. Law enforcement shall contact the Superintendent or Principal 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 respective Principal 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, the student's 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 respective Principal.

7.58 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.

7.59 OTHER SCHOOLS RELATIONS

The Board will cooperate with parochial, public, and private schools in matters of mutual benefit when not prohibited by law.

7.60 SHARED SERVICES

The Board shall cooperate with colleges, universities, and other agencies promoting research based on the following criteria and as drawn up by the Superintendent:

1. The objectives of the research should be clearly stated and the design should produce valid and reliable to be made available to the school;

2. The project should contribute something of value to the improvement of education;

3. Instructional activities will not be interrupted unless there is significance for the school's educational program;

4. Support the efforts of the Oglala Sioux Tribe Department of Education and other recognized tribal organizations, i.e., including board memberships in organizations that are beneficial to the School, for example NIEA. etc.

7.61 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. LWS may enter into MOU's with colleges and universities with Board approval of such MOU's.

7.62 PROFESSIONAL VISITORS AND OBSERVERS

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. Board members should occasionally visit other school systems and encourage staff to do so. The Board also welcomes professional visitors to Little Wound School. All visitors shall report to the principal's office or superintendent's office to state their business before entering any other part of the LWS. Such visitors shall sign a visitor's sign-in sheet at the respective Principals office.

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 by security.

7.63 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.

7.64 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.

7.65 SCHOOL ORGANIZATION PLAN

The Board shall approve a Comprehensive Educational Plan that identifies specific goals, objectives, and activities for development and implementation.

The Superintendent shall be responsible for monitoring activities identified in the Comprehensive Educational Plan and shall submit a report to the Board at the annual meeting about accomplishments and identified needs.

The Superintendent shall conduct a Comprehensive Educational Plan review and Assessment session annually utilizing a process for input from staff, students, parents and other community members by the end of the first week in June. Any revisions to the Comprehensive Educational Plan shall be disseminated to all employees during scheduled pre-service at the beginning of each school year.

7.66 SCHOOL ATTENDANCE AREA

The Board shall establish school service area boundaries and any changes to school boundaries by resolution, consistent with any ordinances affecting school boundaries enacted by the Oglala Sioux Tribe for grades TK-12. The School reserves the right to limit its enrollment for TK-8 students when it is determined that enrollment or estimated enrollment has increased beyond the capacity of the School's facilities. The School Board may approve a student who resides outside of the school boundaries to attend the School on a case by case basis.

7.67 SCHOOL YEAR

The term of school shall be approved by the School Board and will meet accreditation requirements.

7.68 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 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 approval prior to the end of the current term of school.

7.69 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.

7.70 SUMMER SESSION EXTENDED LEARNING OPPORTUNITIES

Extended Learning Opportunities to include summer session, homework, tutoring, afterschool enrichment, early entry

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.

7.71 SCHOOL DAY

The length of the school day shall be in compliance with applicable laws, rules and regulations. 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.

7.72 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.

7.73 EMERGENCY CLOSING

The Superintendent may close school for emergencies, which threaten the life, health or safety of the students or staff and have school closure information broadcast by local radio and television stations.

7.74 MEDIA BROADCASTING

Little Wound School may participate in local television and radio to broadcast school and community events. The Information Technology (IT) Manager shall develop guidelines for implementing and evaluating cable television content and activities, with appropriate regulatory laws.

7.75 TECHNOLOGY ACCEPTABLE USE

1. PURPOSE

This policy provides the procedures, rules, guidelines and codes of conduct for the use of the technology and information networks at Little Wound School. Use of such technology is a necessary element of the school's educational mission, but technology is provided to users (staff, students, guests) as a privilege, not a right. The school seeks to protect, encourage and enhance the legitimate uses of technology by placing fair limitations on such use and sanctions for those who abuse the privilege. The reduction of computer abuse provides adequate resources for users with legitimate needs.

2. SUMMARY

Public technology that includes but is not limited to computers, wireless & LAN access, electronic mail, Internet access, Telephone/Voice Mail systems, printing devices and all other forms of instructional, networking and communication tools are provided as a service by the school to users.

All users are required to be good technology citizens by refraining from activities that annoy others, disrupt the educational experiences, or can be considered as illegal, immoral and/or unprofessional conduct.

The user is ultimately responsible for their actions in accessing technology at LWS. Failure to comply with the guidelines of technology use may result in the loss of access privileges and/or appropriate disciplinary action. Severe violations may result in civil or criminal action under tribal, state or federal laws and regulations.

3. GUIDELINES

a. Access to computers, computer system, information networks, and to the information technology environment within the LWS is a privilege and must be treated as such by all users.

b. The LWS technology resources will be used solely for the purpose of research, education, and school related business and operations.

c. Any system which requires password access or for which LWS requires an account, such as the Internet, shall only be used by the authorized user. Account owners are ultimately responsible for all activity under their account and shall abide by this Policy.

d. The LWS's technology resources are limited. All users must respect the shared use of LWS resources. The school reserves the right to limit use of such resources if there are insufficient funds, accounts, storage, memory, or for other reasons deemed necessary by the system operators, or if an individual user is determined to be acting in an irresponsible or unlawful manner.

e. All communications and information accessible and accessed via the LWS system is and shall remain the property of LWS.

f. Student use shall be supervised and monitored by IT and authorized staff.

g. Any defects or knowledge of suspected abuse in LWS systems, networks, security, hardware or software shall be reported to IT .

4. UNACCEPTABLE USE

The Little Wound School has the right to take disciplinary action, remove computer and networking privileges, or take legal action or report to proper authorities, any activity characterized as unethical, unacceptable, or unlawful. Unacceptable use activities constitute, but are not limited to, any activity through which any user:

a. Violates such matters as institutional or third party copyright, license agreements or other contracts. The unauthorized use of and/or copying of software is illegal.

b. Interferes with or disrupts other network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses or worms, distributing quantities of information that overwhelm the system (chain letters, network games, etc.) and/or using the network to make unauthorized entry into any other resource accessible via the network.

c. Attempts to disable, bypass or otherwise circumvent the LWS content filter that has been installed in accordance with the federal Children's Internet Protection Act. This includes but is not limited to the use of proxy servers.

d. Seeks to gain or gains unauthorized access to information resources, obtains copies of, or modifies files or other data, or gains and communicates passwords belonging to other users.

e. Uses or knowingly allows another to use any computer, computer network, computer system, program, or software to devise or execute a scheme to defraud or to obtain money, property, services, or other things of value by false pretenses, promises, or representations.

f. Destroys, alters, dismantles, disfigures, prevents rightful access to, or otherwise interferes with the integrity of computer-based information resources, whether on stand-alone or networked computers.

g. Invades the privacy of individuals or entities.

h. Uses the network for commercial or political activity or personal or private gain.

i. Installs unauthorized software or material for use on school computers. This includes, but is not limited to, downloading music, pictures, images, games, and videos from either the Internet or via portable drives.

j. Uses the network to access inappropriate materials.

k. Uses the school system to compromise its integrity (hacking software) or accesses, modifies, obtains copies of or alters restricted or confidential records or files.

l. Submits, publishes, or displays any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages either public or private.

m. Uses the school systems for illegal, harassing, vandalizing, inappropriate, or obscene purposes, or in support of such activities is prohibited. Illegal activities are defined as a violation of local, state, and/or federal laws. Cyber-bullying and harassment are slurs, comments, jokes, innuendos, unwelcome comments, cartoons, pranks, and/or other verbal conduct relating to an individual which: (a) has the purpose or effect of unreasonably interfering with an individual's work or school performance; (b) interferes with school operations; (c) has the purpose or effect to cause undue emotional stress or fear in an individual.

n. Engages in vandalism, which is defined as any attempt to harm or destroy the computer hardware devices, operating system, application software, or data. Inappropriate use shall be defined as a violation of the purpose and goal of the network. Obscene activities shall be defined as a violation of generally accepted social standards in the community for use of a publicly owned and operated communication device.

o. Uses artificial intelligence (e.g. ChatGPT, CoPilot, etc) to complete assignments other than when expressly instructed by a teacher to do so or entering personally identifying information into artificial intelligence programs. Teachers are encouraged to establish guidelines for responsible use of artificial intelligence as a tool and specify whether and how students may use artificial intelligence to complete assignments while maintaining academic integrity.

p. Engages in any inappropriate use as determined by the Superintendent, IT Manager and/or building administrators.

q. Violates the School Acceptable Use Policy.

5. SCHOOL'S RIGHTS AND RESPONSIBILITIES

a. Monitor all activity on the school system.

b. Determine whether specific uses of the network are consistent with this Acceptable Use Policy.

c. Remove a user's access to the network at any time it is determined that the user is engaged in unauthorized activity or violating this Acceptable Use Policy.

d. Respect the privacy of individual user electronic data. The school will secure the consent of users before accessing their data, unless required not to do so by law or policies of LWS.

e. Take prudent steps to develop, implement, and maintain security procedures to ensure the integrity of individual and LWS files. However, information on any computer system cannot be guaranteed to be inaccessible by other users.

f. Attempt to provide error-free and dependable access to technology resources associated with the school system. However, the school cannot be held liable for any information that may be lost, damaged, or unavailable due to technical or other difficulties.

g. Ensure that all users complete and sign an agreement to abide by the LWS acceptable use policy and administrative regulation. All such agreements will be maintained on file in the appropriate files.

6. VIOLATIONS/CONSEQUENCES

Users who violate this Policy will be subject to revocation of school system access up to and including permanent loss of privileges, and discipline up to and including expulsion or termination.

Violations of law will be reported to law enforcement officials.

Disciplinary action may be appealed by parents and/or students in accordance with existing LWS procedures for suspension or revocation of student privileges, or staff may use the grievance procedures.

7.76 ACCESS TO SCHOOL ELECTRONIC MAIL

All email accounts provided to staff and students are the property of the Little Wound School.

Staff will employ electronic mail at work as a primary tool for daily communications. The Little Wound 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.

School email accounts must not be logged into on a personal mobile device. All work-related accounts shall only be used with work approved devices. No personal laptops, mobile phones, or tablets shall be used for work-related purposes. All work-related material is to be considered under the protection of federal, state and tribal laws.

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:

- Sharing confidential information on students or employees
- Sending or displaying offensive messages or pictures
- Assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition
- Using obscene language
- Harassing, insulting, or attacking others
- Engaging in a practice that threatens the network (e.g. loading files that may introduce a virus or other malicious code that compromises the network)
- Violating copyright laws
- Using others' passwords
- Trespassing in others' folders, documents, or files
- Intentionally wasting limited resources
- Employing the network for commercial purposes, financial gain, or fraud
- Violating regulations prescribed by the network provider
- Promoting, supporting, or celebrating religion or religious institutions
- Conducting business of an employment dispute, except as may be agreed to in writing between the employee(s) and the Little Wound 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 Little Wound School Board. If an email account is considered to be compromised or inappropriate, Little Wound School has the right to investigate and suspend the account until the investigation is complete.

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.

Email and network accounts will be active as long as the staff or students are affiliated with Little Wound School. Once a student or staff member leaves Little Wound School, the account will be deleted one week after notification of leaving the school. No data will be saved during the deletion. Staff and students are responsible for saving any email or computer content they wish to keep during the one week period after leaving Little Wound School.

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.

7.77 INTERNET SAFETY POLICY

It is the policy of the Little Wound 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 USC § 254 (h)).

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.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Little Wound 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.

Supervision and Monitoring

It shall be the responsibility of all members of the Little Wound 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 disabling or otherwise modifying any technology protection measures shall be the responsibility of the IT Manager or designated representative.

Internet Safety Education

Little Wound School will provide education to all students about safe and appropriate online behavior, including interacting with other individuals on social networking websites, proper use of artificial intelligence (AI) tools, and cyberbullying awareness and responses.

7.78 RECORDS RETENTION

Little Wound School will comply with records retention schedules in accordance with the federal records management guidelines where appropriate. Ref. https://www.archives.gov/records-mgmt/rcs

All record holders will be responsible for maintaining records in the appropriate manner considering federal, state, and tribal regulations that protect personal identifying information and complying with the records retention schedules.

7.79 FAMILY ENGAGEMENT

The Little Wound School staff and school board appreciate the importance of an informed working partnership between the students, their families, the community at large and the staff at our school.

In order to assure collaborative partnerships between parents and teachers, Little Wound School is committed to pursuing the following goals in ways that celebrate and respect the diversity of our school population and that support the individual needs of our families.

- Establish meaningful and on-going communication between parents and the school.
- Develop strategies and programs which enable parents to participate in their child's learning.

- Provide support for school staff and parents to sustain parent involvement beginning in Pre-K through grade 12.
- Incorporate community resources to enrich the educational environment and promote family and student success.
- Support parents in their roles as the child's first and most important teacher.

Parent Compact

Little Wound School, and the parents of the students participating in activities, services, and programs funded by Title I, Part A of the Elementary and Secondary Education Act (ESEA) (participating children), agree that this compact outlines 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 State's high standards. Working together, teachers, parents, and students will form a partnership to help each child achieve success in school. Our united effort will benefit your child by supporting their success in school.

School Responsibilities - Little Wound School will support our students in the following ways:

1. Providing high-quality curriculum and instruction in a supportive and effective learning environment that enables the participating children to meet the State's student academic achievement standards as follows:
    - Providing a positive learning environment for all students.
    - Making our students aware of the expectations for his or her success in school.
    - Teaching strategies to help our students become better readers, writers, and thinkers.
    - Encouraging our students to read outside of school every day.
    - Developing, adopting, and delivering high-quality programs and curriculum, which are based on research and best practices, and are aligned with the State adopted standards.
2. Holding parent-teacher conferences, during which the strategies and practices within this compact will be discussed as they relate to the individual child's achievement and continued progress.
3. Providing parents with frequent reports on their children's progress.
4. Providing parents reasonable access to staff.
5. Provide materials and training to help parents work with their children

Parent Responsibilities - Parents are encouraged to support their children's learning in the following ways:

- Sending your children to school ready to learn.
- Making your children aware of your expectations for their success in school
- Providing a quiet place for your children to do homework; and checking to see that it is finished.
- Encourage your children to read every day, outside of school.
- Monitoring attendance.
- Volunteering in your children's classroom, to the extent able.
- Participating, as appropriate, in decisions relating to your children's education. ● Staying informed about your children's education and communicating with the school by reading all notices from the school, provided through electronic means, or received by mail, and responding, as appropriate.

Student Responsibilities - Students share the responsibility to improve their individual academic achievement and achieve the State's high standards. Students are able to share in the responsibility for their learning by:

- Coming to school ready to learn, and always doing your best in school.
- Doing your homework every day and ask for help when we need to.
- Reading for at least 30 minutes every day outside of school time.
- Give parents, or guardians, all notices and information received from our school every day.

7.80 SCHOOL VISITORS

The Board welcomes and encourages visits to school by parents/guardians, adult residents and interested educators. To assure order that the greatest benefit can be derived from such visits and to ensure order in the schools and the safety of students and staff; the following guidelines shall govern school visitations. The Superintendent may also prohibit entry of visitors in accordance with public health and safety standards in accordance with an OST Health Order.

The Superintendent or designee and building principal have the authority to prohibit the entry of any individual to a school, in accordance with Board guidelines.

Guidelines:

1. Reporting To The Office

   All visitors are to report to the building office to register before proceeding to their destination in the building regardless of whether prior approval for the visit has been given. Upon registering, guests will be issued a visitors badge and a pass with their destination.

2. Scheduling Appointments

   All visitors are to have scheduled appointments. Meetings and activities where parents/guardians receive written invitations from the building administration are considered scheduled appointments. Exceptions may be made in the case of emergencies.

3. Interruptions

   Visitors may not interrupt a teacher who is teaching a class. Visitors are not to interrupt a teacher during preparation times or other related instructional duties unless an appointment has been made or other advance notice given according to the guidelines provided in this policy.

4. Parent-Teacher Conferences

   Parent-teacher conferences are encouraged. Such conferences may be requested by either the parent/guardian or the teacher and should be scheduled at a time convenient to all parties. Drop in conferences are discouraged.

5. Classroom Observations

Classroom observations by parents/guardians, community members or interested educators can be valuable, even though they may disrupt the class. It is believed that parents/guardians, other community members and educators can gain a better sense of the instruction process by observing teaching and learning activities. The principal must evaluate the benefit of the visit and compare it with the potential for disruption.

Observation may be approved when the following have occurred:

a. A written request to visit has been submitted to the principal on the form provided by the school at least two (2) school days prior to the visit and is subsequently approved by the building principal or building special education supervisor. When there are scheduled classroom visits individual written requests will not be required.

b. The principal has consulted with the teacher and has decided that the visit will be beneficial. The principal will notify parent/guardian by phone, of the appropriateness of the visit. The decision of the principal may be appealed to the Superintendent.

The principal will consider the following factors in deciding whether the visit will be beneficial:

a. The purpose of the observation.

b. The duration of the observation.

c. The classroom activities planned during the observation.

d. The number of previous observations of that particular class.

e. The needs of the children in that class.

When a parent/guardian is involved in a special education hearing or other litigation with the school, teacher or other staff at the time of a requested observation, an administrator will observe the class with the parent/guardian if permission to visit is granted.

6. Speaking With Students

Only visitors who are the parent/guardian, or surrogate parent of a student may confer with a student in school and only with the prior permission of the building principal. Exceptions to this policy will be granted in emergency situations and in the case of military recruiters, college recruiters, etc., where advance arrangements are made with the building principal. Visits or conferences with students during the school day result in the interruption of the overall educational process and are generally discouraged, except in emergency or unusual circumstances.

7. Discussions Of Students

School personnel should not discuss individual students or the performance of those students with any non-school persons except that student's parent/guardian without the written permission of such parent/guardian. Exceptions to this policy may apply in connection with cooperation with law enforcement officials.

8. Recording Events

No visitor shall be allowed to photograph or videotape any person or any part of any building or to tape record any conversation of any kind without prior approval by the building principal and/or building special education supervisor.

9. Loud, Abrasive And/Or Profane Language Or Behavior

It is the policy of the school to prevent disruptions to school operations and the instructional process. All persons, including but not limited to students, parents/guardians, employees, visitors and members of the general public are prohibited from the use of foul, profane and abusive language, whether spoken or written, or for a tirade in any manner in the school buildings or upon school grounds. This policy will be particularly enforced if language or actions are professed in a loud and/or offensive manner or in a manner observable by other persons. School security may be notified and proper legal action taken.

All persons are therefore warned that violation of this policy may result in removal from school property by appropriate school authorities. Members of the public may be subject to removal from school property and may be charged with trespassing for failure to promptly vacate the property upon proper notice of notification. In all cases, violators may be subject to appropriate laws of the Oglala Sioux Tribe.

7.80.01 —REGISTERED SEX OFFENDER VISITORS

1. A registered sex offender who is the parent or guardian of a student enrolled at LWS may be on school property or attend away events only for the following reasons, provided all the conditions set forth in Section (b)-(h) are met:
   a. To attend a scheduled conference with school personnel to discuss the students' academic, medical or social progress;
   b. To attend a scheduled student's athletic event, music event, or other schoolsponsored extracurricular activity;
   c. At the request of the principal or designee, for any reason relating to the welfare or transportation of the student;
   d. As a student of the school with written permission of the school board or governing body;
   e. For any other reason, the Superintendent or Principal may request to meet with the parent/guardian of a student.
2. To visit school property or attend away events for the reasons set forth in section (a) the parent or guardian must notify the Superintendent of his or her registration under SORNA prior to the beginning of the school year.

3. For each visit authorized under subsection (a), the parent or guardian must arrange to meet a staff member at the edge of school property, check in at the Superintendent's office upon arrival to LWS and upon departure from LWS, and the parent or guardian will be under supervision of school personnel at all times. If school personnel are unable to supervise the parent or guardian at all times, then the parent or guardian will not be permitted to enter LWS property or remain on campus
4. For each visit permitted under section (a), the parent or guardian must comply with all reasonable rules and restrictions placed upon the parent or guardian, including restrictions on the date, time, location, and length of meeting
5. For each visit permitted under section (a), the parent or guardian must leave LWS property promptly after the event
6. Failure to follow conditions outlined in section (b)-(e) conditions may cause LWS to file a restraining order against the violators, barring them from attending future school events or conferences
7. If LWS does not permit the parent or guardian even if the parent or guardian is permitted under section (a), or conditions (b)-(e) are not met, LWS must provide an option for the parent/guardians to attend virtually through Zooms, Teams, or other similar platforms.
8. If LWS does not permit a parent or guardian onto campus, whether or not the parent/guardian fits the criteria of Section (a), LWS will provide the parent/guardian with a written justification as to why they are being denied entry and the steps LWS will take to allow the parent/guardian to participate in their child's activity.

If a parent or guardian has questions or concerns, they may contact the Superintendent.

7.81 ELECTRONIC SURVEILLANCE

The Little Wound School Board recognizes the responsibility to maintain security, order, and discipline on all school property, including but not limited to, the offices, school buildings, classrooms, school grounds, and school vehicles. The students and staff of the school recognize that their security and safety depend upon the capacity of the school to maintain discipline and order and, consequently, supervision over and the ability to impose certain conditions on the activities of students is assumed and expected.

Nevertheless, the school recognizes established privacy interests of its students and staff, and is committed to protect the confidentiality of students and staff's records maintained by the school to the extent authorized by law.

The school has determined that electronic surveillance systems are necessary for monitoring activity on school property, and in school vehicles in order to protect the health, welfare and safety of its students, staff, and other authorized occupants. Accordingly, the School authorizes the use of electronic surveillance in the form of video camera surveillance on the school offices, classrooms, buildings, grounds, and in its transportation vehicles as follows:

1. Video cameras shall be placed in public locations deemed appropriate by the

Superintendent or designee and shall not be placed in areas where there is a reasonable expectation of privacy.

2. The School shall notify its students, their parents/guardians and School staff that electronic surveillance may occur on any School property, or on any transportation vehicle, and that video recordings may be used in disciplinary actions or sanctions. The School shall incorporate said notice in handbooks, post notice at the main entrance of the School office, school buildings, classrooms, and at the entry door of any bus that may have electronic surveillance equipment in operation.

3. The use and maintenance of electronic surveillance equipment on school grounds, School property, or in transportation vehicles shall be supervised and controlled by the Superintendent, the school principals or other authorized administrators. Students and staff shall not tamper or interfere with the video camera equipment.

4. The use of video recordings from surveillance equipment shall be subject to other policies of the School including policies concerning the confidentiality of student and personnel records. The School shall comply with all applicable state and federal laws related to record maintenance, retention, and disclosure including the Family Educational Rights and Privacy Act ("FERPA"), and all applicable tribal, state and federal laws.

5. Electronic surveillance shall only be used to promote the order, safety, and security of students, staff, property, and other authorized individuals. The School may rely on the images obtained by video surveillance cameras in connection with the enforcement of Board policy, administrative regulations, building rules, and other applicable laws.
6. In addition to any surveillance that might otherwise be permitted by law, video or audio recording in the classrooms will be permitted to promote educational purposes and staff improvement but not for staff or teacher discipline unless the recording of staff or teachers is incidental to an otherwise properly recorded incident.

7. Surveillance systems and all resulting recordings shall be located in a secured area and access to the system and recordings shall be strictly limited. Video recordings will be archived on a secured server for ten (10) days until removed. Recordings may be reviewed as authorized by the Superintendent or designee.

8. Video recordings retained as part of an individual student's disciplinary record shall be maintained in accordance with law and board policy governing the access, review, and release of student records.

9. All media viewed or listened to by law enforcement, parents, or any persons outside of authorized school personnel will be documented in a log with the date, time, reason, and names of individuals reviewing the media.

10. Employees shall be responsible for the appropriate use of technology and shall not use any school resources for unethical practices or any activity prohibited by law or school policy.

Viewing Requests

Due to federal law and student privacy concerns, the school will not allow video to be reviewed unless a court order requires it. In such instances, the video shall only be reviewed at the school under proper supervision and the viewer shall agree to maintain confidentiality as it relates to other students. When possible, the school shall blur or block identity of other students.

All viewing requests must be submitted in writing. Requests for viewing will be limited to those parents/guardians, students, school officials and/or law enforcement with a direct interest in the proceedings as authorized by the principal and only the portion of the video recording concerning the related specific incident will be made available for viewing.

1. Written requests for viewing may be made to the principal within five school days of the date of recording, and/or notice of the recording.
2. Approval/denial for viewing will be made within 10 school days of receipts of the request and so communicated to the requesting individual.
3. Video recordings will be made available for viewing within three school days of the request approval.
4. Actual viewing will be permitted only at school-related sites, including the school buildings or essential administrative offices.
5. All viewing will include the building principal, or their designee.
6. A written log will be maintained for those viewing video recordings, including the date of viewing, reason for viewing, date the recording was made, location at school or school office, and signature of the viewer.
7. Video recordings will remain the property of the school and may be reproduced only in accordance with law, including applicable Board policy and regulations.

7.82 WHISTLEBLOWER

This policy is intended to encourage Board members, staff (paid and volunteer) and others to report suspected or actual occurrence(s) of illegal, unethical or inappropriate events (behaviors or practices) without retribution.

1. The Whistleblower should promptly report the suspected or actual event to their supervisor.

2. If the Whistleblower would be uncomfortable or otherwise reluctant to report to their supervisor, then the Whistleblower could report the event to the next highest or another level of management, including to an appropriate Board member.

3. The Whistleblower can report the event with their identity or anonymously.

4. The Whistleblower shall receive no retaliation or retribution for a report that was provided in good faith – that was not done primarily with malice to damage another or the organization.

5. A Whistleblower who makes a report that is not done in good faith is subject to discipline, including termination of the Board or employee relationship, or other legal means to protect the reputation of the organization and members of its Board and staff.

6. Anyone who retaliates against the Whistleblower (who reported an event in good faith) will be subject to discipline, including termination of Board or employee status.

7. Crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel.

8. Supervisors, managers and/or Board members who receive the reports must promptly act to investigate and/or resolve the issue.

9. The Whistleblower shall receive a report within five business days of the initial report, regarding the investigation, disposition or resolution of the issue.

10. If the investigation of a report, that was done in good faith and investigated by internal personnel, is not to the Whistleblower's satisfaction, then they have the right to report the event to the appropriate legal or investigative agency.

11. The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement, in which case members of the organization are subject to subpoena.

7.83 COMMUNITY MEMBER CONCERN PROCEDURES

1. Purpose

This policy provides a structured process for community members to file concerns with Little Wound School (LWS) regarding policies, practices, or actions that affect the community or violate legal or ethical standards.

2. Policy Statement

The Little Wound School is committed to transparency, accountability, and maintaining positive relationships with all members of the community. We recognize that at times, individuals may have concerns or grievances. This policy ensures community members have access to a fair and responsive process to address concerns.

3. Scope

This policy applies to complaints from individuals who are not employees, students, or parents/guardians of students currently enrolled in Little Wound School, but who have a legitimate interest in the actions of Little Wound School.

4. Definitions

a. **Concern**: A written expression of dissatisfaction or concern about an action, decision, policy, or behavior related to the School and/or its staff.

b. **Concerned Community Member**: A community member submitting the Concern.

c. **Respondent**: The individual or department within the School against whom the complaint is made.

5. Procedure to Address Concerns

Step 1: Resolution with Superintendent

a. Community members must first attempt to resolve the concern by contacting the Superintendent and filing their concerns in writing. If the Superintendent is the subject of the concern, the community member must provide their concerns in writing to the Administrative Assistant at which point the Administrative Assistant shall provide the written concern to the Board Chair who will then consult with the full School Board for possible informal resolutions (i.e., conflict mediation).

b. Concerns must include:

i. Concerned Community Member's full name and contact information
ii. Date of the incident or issue iii. Description of the concern, including relevant facts iv. Names of individuals involved (if known) v. Desired resolution or outcome vi. Any witnesses to the incident or issue

c. Community members must file their concern within five (5) school days of the issue or concern giving rise to the incident.

d. If the issue is resolved at this stage, no further action is required.

Step 2: Acknowledgment

The School will acknowledge receipt of the concern within **five (5) school days** and provide an estimated timeframe for investigation and response.

Step 3: Investigation

The Superintendent or designee will conduct a timely and impartial investigation, which may involve:

a. Interviews with relevant individuals
b. Review of documents and policies
c. Legal consultation if necessary

Step 4: Decision and Response

A written response will be provided to the Concerned Community Member from the Superintendent within **10 school days** of receipt of the concern, outlining:

a. Findings of the investigation
b. Any corrective actions or steps taken that can be shared and that are not confidential
c. Information about appeal options, if applicable

Step 5: Concern Referral to the School Board

a. If the Concerned Community Member is not satisfied with the outcome after receiving the written response from the Superintendent, they may submit a written appeal to the School Board within **10 school days** of receiving the decision from the Superintendent. The appeal is filed with the Administrative Assistant who then provides the appeal to the Superintendent and School Board.

b. Upon review of the written record (documents and evidence received by the School Board), the Board may:
    i. Uphold the original decision
    ii. Recommend further review or corrective actions

c. A final written decision will be issued by the School Board within **10 school days** of the appeal submission.

6. Confidentiality and Retaliation

a. All Concerns will be handled with appropriate confidentiality.

b. Retaliation against a Concerned Community Member is strictly prohibited by any LWS staff or Board member and may result in disciplinary action.

7. Recordkeeping

LWS will maintain records of Concerns and outcomes for a minimum of **three (3) years** in accordance with LWS policy and legal requirements.

8. Contact Information

Superintendent's Office
Little Wound School
438 Main Street
Kyle, SD 57752
605-455-6175

7.84 TITLE IX NONDISCRIMINATION POLICY

7.84.01 PURPOSE

The purpose of this policy is to effectuate Title IX which is designed to eliminate discrimination on the basis of sex in any education program or activity, including employment, offered or provided by LWS as a recipient of Federal financial assistance.

7.84.02 DESIGNATION OF COORDINATOR; NONDISCRIMINATION POLICY; GRIEVANCE PROCEDURES; NOTICE OF NONDISCRIMINATION; TRAINING; STUDENTS WITH DISABILITIES; AND RECORDKEEPING

A. Designation of a Title IX Coordinator
   1. LWS designates and authorizes Human Resources Director as the Title IX Coordinator to ensure compliance with LWS's responsibilities under Title IX.
   2. As appropriate, LWS may delegate, or permit a Title IX Coordinator to delegate, specific duties to one or more designees.

B. Adoption, publication, and implementation of nondiscrimination policy and grievance procedures
   1. **Nondiscrimination policy.** LWS does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, including employment, as required by Title IX. LWS hereby adopts, publishes and implements this policy in furtherance of LWS's compliance with the federal requirements of Title IX.
   2. **Grievance Procedures.** LWS also adopts, publishes, and implements grievance procedures consistent with the requirements of Title 34, Subtitle B, Chapter I, Part 106, § 106.45, and if applicable § 106.46, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the recipient's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or this part.

C. Notice of nondiscrimination
   1. LWS does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, including employment, as required by Title IX.
   2. Any inquiries about Title IX may be referred to LWS Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. LWS's Title IX Coordinator is the Human Resources Director and can be reached at 605-205-5146 ext. 6179.
   3. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Human Resources Director/Title IX Coordinator; a reporting form will also be available online on the School's website.

D. Training

LWS shall provide all persons listed below with training related to their duties under Title IX promptly upon hiring, or with a change of position that alters their duties under Title IX, and on an annual basis.
   1. **All employees.** All employees shall be trained on:

a. LWS's obligation to address sex discrimination in its education program or activity;
b. The scope of conduct that constitutes sex discrimination under Title IX and this part, including the definition of sex-based harassment; and
c. All applicable notification and information requirements under 34 C.F.R. §§ 106.40(b)(2) and 106.44.

2. **Investigators, decisionmakers, and other persons who are responsible for implementing the recipient's grievance procedures or have the authority to modify or terminate supportive measures.** In addition to the training requirements in paragraph D(1) above, all investigators, decisionmakers, and other persons who are responsible for implementing LWS's grievance procedures or have the authority to modify or terminate supportive measures under 34 C.F.R. § 106.44(g)(4) shall be trained on the following topics to the extent related to their responsibilities:
   a. The LWS's obligations in its response to sex discrimination pursuant to 34 C.F.R. § 106.44;
   b. LWS's grievance procedures required under 34 C.F.R. § 106.45, and if applicable 34 C.F.R. § 106.46;
   c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
   d. The meaning of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 C.F.R. § 106.45, and if applicable 34 C.F.R. § 106.46.
3. **Facilitators of informal resolution process.** In addition to the training requirements in paragraph D (1) above, all facilitators of an informal resolution process under 34 C.F.R. § 106.44(k) shall be trained on the rules and practices associated with LWS's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.
4. **Title IX Coordinator and designees.** In addition to the training requirements in paragraph D(1) through (3) above, the Title IX Coordinator and any designees under paragraph (A) of this section must be trained on their specific responsibilities under paragraph (A) of this section, 34 C.F.R. §§ 106.40(b)(3), 106.44(f) and (g), LWS's recordkeeping system and the requirements of paragraph (F) of this section, and any other training necessary to coordinate LWS's compliance with Title IX.

E. **Students with disabilities.** If a complainant or respondent is an elementary or secondary student with a disability, the Title IX Coordinator shall consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, 34 CFR 300.321, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 CFR 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.,* and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, throughout the recipient's implementation of grievance procedures under § 106.45.

F. **Recordkeeping.** A recipient must maintain for a period of at least seven years:

1. For each complaint of sex discrimination, records documenting the informal resolution process under 34 C.F.R. § 106.44(k) or the grievance procedures under 34 C.F.R. § 106.45, and if applicable 34 C.F.R. § 106.46, and the resulting outcome.
2. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or this part, including notifications under 34 C.F.R. § 106.44(c)(1) or (2), records documenting the actions LWS took to meet its obligations under 34 C.F.R. § 106.44.
3. All materials used to provide training under paragraph (D) of this section. LWS must make these training materials available upon request for inspection by members of the public.

7.84.03 COMPLAINTS

A. The following people have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that LWS investigate and make a determination about alleged discrimination under Title IX:
   1. A "complainant," which includes:
      a. a student or employee of LWS who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
      b. a person other than a student or employee of LWS who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in LWS's education program or activity;
   2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
   3. LWS's Title IX Coordinator.

B. Note that a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 C.F.R. § 106.44(f)(1)(v), a fact-specific determination.

C. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a complaint:
   1. Any student or employee of LWS; or
   2. Any person other than a student or employee who was participating or attempting to participate in LWS's education program or activity at the time of the alleged sex discrimination.

D. LWS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

1. LWS is not permitted to consolidate complaints if the consolidation would violate the Family Educational Rights and Privacy Act (FERPA). To adhere to FERPA, LWS must obtain prior written consent from the parents or eligible students to the disclosure of their education records. *See* 34 CFR 99.30; 34 CFR 99.3.

E. Any complaints against the Title IX Coordinator shall be submitted to, and reviewed by, the Superintendent in accordance with this policy. Any complaints against the Principal shall be submitted to the Title IX Coordinator with immediate referral of said complaint to the Superintendent for review in accordance with this policy. Any complaints against the Superintendent shall be submitted to the Title IX Coordinator with immediate referral of said complaint to the School Board President for review in accordance with this policy. Any complaints against a School Board member shall be received by the Title IX Coordinator with immediate referral to Superintendent; the Superintendent shall then confer with the Title IX Coordinator to refer the matter for review and investigation to a third-party investigator (i.e., law firm for investigation).

F. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

7.84.04 BASIC REQUIREMENTS OF TITLE IX COMPLAINT PROCEDURES

A. LWS will treat complainants and respondents equitably.

B. LWS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Title IX Coordinator or investigator.

C. LWS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

D. LWS has established the following timeframes for the major stages of the grievance procedures (*See* Complaint Procedures Flowchart, Appendix 8-B):
   1. **Notification of complaint received by the Title IX Coordinator.** Parties to the complaint shall receive official notification within three (3) school days upon receipt of an official complaint.
   2. **Evaluation of the Complaint.** The complaint shall be initially evaluated for a determination whether to proceed with an investigation or to dismiss the complaint. This is similar to a probable cause determination (is there a reasonable basis for believing the allegation may have been committed or that evidence of a violation is present). This evaluation period shall be concluded, with a decision, within three (3) days. If the complaint is dismissed at this stage, the complainant shall be notified within one (1) school day of the decision.

3. **Investigation.** If there is a decision to proceed with the investigation, the investigation shall begin within two (2) school days of the decision, if not sooner.
4. **Determination.** Upon a complete and prompt investigation, a determination shall be made within 10 school days of the commencement of the investigation. Written notification of the determination shall be provided to the parties on the same school day the determination is made.
5. **Appeal.** Any appeals of a determination must be filed within five (5) school days of the determination date. Upon the filing of an appeal, the appeal process shall be concluded within 10 school days of receipt of the appeal.

E. LWS has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:
   1. Parties requesting an extension of time must do so prior to the termination of the time requirement (i.e., if an appeal must be filed within five (5) school days of the determination date, the party must appeal prior to the five-day time limit);
   2. All time extension requests shall provide sufficient detail in writing for the decisionmaker to review;
   3. Any time extension requests shall be reviewed and determined by the Title IX Coordinator based on the information provided in the request, school resources to accommodate, and fairness to the other party(ies);
   4. Should the Title IX Coordinator need an extension of time for an investigation, those requests shall be made to the Principal and/or Superintendent for a reasonable extension of time determination prior to the termination of the time requirement.

F. LWS will take reasonable steps to protect the privacy of the parties and witnesses during its complaint procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses.

G. LWS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory (evidence that suggests or proves sex discrimination or sex-based harassment occurred) and exculpatory (evidence that tends to disprove sex discrimination or sex-based harassment occurred) evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

H. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by LWS to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
   1. Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

2. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless LWS obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

7.84.05 NOTICE OF ALLEGATIONS

A. Upon initiation of LWS's Title IX grievance procedures, LWS will notify the parties of the following:
   1. LWS's Title IX grievance procedures and any informal resolution process (*See* Section 8.11 below);
      a. Any and all informal resolution processes offered by LWS must comply with regulatory requirements set forth in 34 C.F.R. § 106.44(k)
   2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
   3. Retaliation is prohibited; and
   4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. LWS will provide a brief description/listing of the evidence in LWS's possession and the parties shall have access upon written request of any party.

B. If, in the course of an investigation, LWS decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, LWS will notify the parties of the additional allegations.

7.84.06 EVALUATION – PROCEED WITH AN INVESTIGATION OR DISMISSAL OF A COMPLAINT

A. LWS shall evaluate each complaint to determine if the complaint will proceed to a full investigation or if the complaint shall be dismissed. To make such a decision, the Title IX Coordinator must determine if there is a reasonable basis for believing the allegation may have been committed or that evidence of a violation is present. This evaluation period shall be

concluded, with a decision, within three (3) days and notification to the parties within one (1) school day.

B. LWS may dismiss a complaint of sex discrimination if:
   1. LWS is unable to identify the respondent after taking reasonable steps to do so;
   2. The respondent is not participating in LWS education program or activity and is not employed by LWS;
   3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and LWS determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
   4. LWS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, LWS will make reasonable efforts to clarify the allegations with the complainant.

C. Upon dismissal, LWS will promptly notify the complainant, within one (1) school day, of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then LWS will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

D. LWS will notify the complainant that a dismissal may be appealed within five (5) school days of the dismissal notice and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then LWS will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:
   1. Procedural irregularity that would change the outcome (i.e., dismissing the complaint based on an irrelevant factor such as the School being on a holiday break; dismissing based on a higher standard of proof than required at the evaluation phase);
   2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made (i.e., a witness provided a statement after the dismissal decision that provides relevant information to the allegations); and
   3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome (i.e., the Title IX Coordinator is related to the respondent or has some other personal relationship/connection to them that raises a question of bias).

E. If the dismissal is appealed, LWS will:
   1. Notify the parties of any appeal within one (1) school day, including notice of the allegations, if notice was not previously provided to the respondent;
   2. Implement appeal procedures equally for the parties;
   3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations as stipulated in Section 8.02(D) of this policy;
5. Provide the parties a reasonable and equal opportunity to make a statement, and any new evidence, in support of, or challenging, the outcome that is to be received by the decisionmaker within three (3) school days of receiving the notice of appeal; and
6. Notify the parties of the result of the appeal and the rationale for the result in one (1) school day of receiving the statements and any new evidence.
7. This appeal process will take no longer than five (5) school days from receipt of the appeal through notification of the result.

F. When a complaint is dismissed, LWS will, at a minimum:
   1. Offer supportive measures to the complainant as appropriate and as set forth in 34 C.F.R § 106.44(g);
   2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
   3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within LWS's education program or activity as set forth in 34 C.F.R. § 106.44(f).

7.84.07 INVESTIGATION

A. LWS will provide for adequate, reliable, and impartial investigation of complaints. **Full investigations shall commence within two (2) school days** of the evaluation decision to proceed to investigation and **conclude with a determination within 10 school days of the commencement of the investigation.**
   1. The burden is on LWS—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
   2. The Title IX Coordinator has the option to refer any investigation to a third-party investigator for proper and thorough handling of the investigation. This will be of cost to LWS so the decision to refer to an independent investigator must be approved by the Superintendent.

B. LWS will provide an equal opportunity for the parties to present fact witnesses and other inculpatory (evidence that suggests or proves sex discrimination or sex-based harassment occurred) and exculpatory (evidence that tends to disprove sex discrimination or sex-based harassment occurred) evidence that are relevant and not otherwise impermissible.

C. LWS will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

D. LWS will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

1. LWS will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. LWS will provide a brief description/listing of the evidence in LWS's possession and the parties shall have access upon written request of any party;
2. LWS will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and
3. LWS will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

7.84.08 QUESTIONING THE PARTIES AND WITNESSES AS PART OF THE INVESTIGATION

A. LWS will provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.
   1. Interviews shall be conducted with the complainant, respondent(s) (person(s) being accused of the violation) and named witnesses.
   2. Open-ended questions or clarifying questions shall be asked of the interviewees – no leading questions.
   3. The decisionmaker shall take notes of the interview documenting the responses and demeanor of the interviewees.
   4. Interviews shall be recorded with notice of the recording provided to each individual prior to the commencement of the interview.

B. The decisionmaker may consult with LWS's legal counsel in the drafting of questions for the interviews.

7.84.09 DETERMINATION WHETHER SEX DISCRIMINATION OCCURRED

A. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, LWS will:
   1. Use the ***clear and convincing evidence*** standard of proof to determine whether sex discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
      a. The ***clear and convincing evidence standard*** of proof means the **evidence is highly and substantially more likely to be true than untrue**.

b. This is a higher, more rigorous standard of proof than a probable cause determination (to initiate the investigation) which provides a reasonable basis for believing a violation may have been committed; and a preponderance of the evidence standard which requires demonstrating that the allegation is more likely true than not true.

2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX, within 10 school days of commencing the investigation, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
   a. Coordinate the provision and implementation of remedies to a complainant and other people LWS identifies as having had equal access to LWS's education program or activity limited or denied by sex discrimination;
   b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
   c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within LWS's education program or activity.
5. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
6. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred. LWS may still address false statements by initiating a disciplinary process under LWS's code of conduct as long as there is evidence independent of the determination whether sex discrimination occurred.

7.84.10 APPEAL OF DETERMINATIONS

A. LWS shall have a Title IX Appeals Committee review, and decide upon, all appeals received in accordance with this policy. This Committee will consist of:
   1. Title IX Coordinator
   2. Principal
   3. Superintendent

B. LWS offers the following process for appeals from a determination whether sex discrimination occurred:
   4. Appeals must be filed with the Title IX Coordinator within five (5) school days after notification of a Determination is received by the party.
   5. The Title IX Coordinator shall provide Notice of Appeal to all parties within one (1) school day of receiving the appeal.

6. Parties shall submit a statement, to be included with the record, for the Title IX Appeals Committee to review within three (3) school days after receiving the Notice of Appeal.
7. The Title IX Coordinator shall provide the appeal, statements, and all related evidence (the record) to the Title IX Appeals Committee for review, consideration, and decision.
8. The Appeals Committee shall review all evidence, statements, interviews, analysis and determinations (the record) and provide a decision upon such facts and evidence.
9. In making the consensus decision, the Appeals Committee shall either (1) uphold the determination; or (2) reverse the determination, within one (5) school days of receiving the record for review.

C. This appeal process will be, at a minimum, the same as LWS offers in all other comparable proceedings, including proceedings relating to other discrimination complaints. 34 C.F.R. 106.45(i)

7.84.11 INFORMAL RESOLUTION, IF OFFERED

In lieu of resolving a complaint through LWS's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process in accordance with 34 C.F.R. § 106.44(k). LWS does not offer informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

A. At any time prior to the determination whether sex discrimination occurred, LWS may offer to a complainant and respondent an informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or such process would conflict with Federal or Tribal law. In such a case where informal resolution is offered, the Title IX Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the recipient's education program or activity.
   1. Subject to the limitations above in (A), the Title IX Coordinator has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or this section when a complaint of sex discrimination is made and may decline to offer informal resolution despite one or more the parties' wishes.
   2. In addition to the limitations above in (A), circumstance when the Title IX Coordinator may decline to allow informal resolution include but are not limited to when the Title IX Coordinator determines that the alleged conduct would present a future risk of harm to others.

B. LWS shall not require or pressure the parties to participate in an informal resolution process. LWS must obtain the parties' voluntary consent to the informal resolution process and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

C. Before the initiation of an informal resolution process, LWS shall provide notice to the parties that explains:
   1. The allegations;
   2. The requirements of the informal resolution process;
   3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the recipient's grievance procedures;
   4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
   5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
   6. What information LWS will maintain and whether and how LWS could disclose such information for use in grievance procedures if grievance procedures are initiated or resumed

D. The facilitator of the informal resolution process must not be the same person as the investigator or the decisionmaker according to these policies. Any person designated by LWS to facilitate an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training pursuant to Section 8.02(D)(3) above.

E. The informal resolution process may include, but is not limited to, the facilitation of a mediation or peacemaking process.

F. Potential terms that may be included in an informal resolution agreement include but are not limited to:
   1. Restrictions on contact; and
   2. Restrictions on the respondent's participation in one or more of LWS's programs or activities or attendance at specific events, including restrictions LWS could have imposed as remedies or disciplinary sanctions had LWS determined at the conclusion of LWS's grievance procedures that sex discrimination occurred.

7.84.12 SUPPORTIVE MEASURES

A. LWS will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to LWS's education program or activity or provide support during LWS's Title IX grievance procedures or during the informal resolution process. For complaints of sex-based harassment, these supportive measures may include:
   1. Counseling; extensions of deadlines and other course-related adjustments; school campus escort services; increased security and monitoring of certain areas of the school campus; restrictions on contact applied to one or more parties; leaves of absence;

change in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

2. Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or LWS's educational environment, or to provide support during the LWS's grievance procedures or informal resolution process. LWS will not impost such measure for punitive or disciplinary reasons.
3. LWS may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or LWS may continue them beyond that point.
4. A complainant or respondent will have a timely opportunity to seek, from the Principal, modification or reversal of the Title IX Coordinator's decision to provide, deny, modify, or terminate supportive measures applicable to them. LWS will also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.
5. LWS will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 C.F.R. § 106.44(j)(1) through (5) applies.

7.84.13 DISCIPLINARY SANCTIONS AND REMEDIES

Following a determination that sex-based harassment occurred, LWS may impose disciplinary sanctions, which may include:

A. Personnel
   1. Written reprimand and corrective action plan up to and including termination

B. Students
   1. Consequences will be in accordance with LWS's progressive disciplinary matrix as prescribed in Section 4.19, Harassing Behaviors
   2. Consequences for Middle & High School:
      a. 1st Offense: 1 day I.S.S. and a plan must be created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school.
      b. 2nd Offense: 3 days I.S.S. Parent and/or guardian must accompany the student to school at the completion of the I.S.S. time to create a new student success plan. c. 3rd Offense: 5 days I.S.S.
      d. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement.
   3. Consequences for Elementary:

a. 1st Offense Step 1: 1st Offense – 1 day in Safe Sacred Classroom and a plan created outlining how the behavior will change. The plan will be reviewed and signed by all parties involved. The plan will also list supports that student/staff need from the school.
b. 2nd Offense Step 2: 2nd Offense – 3 days with Safe Sacred Classroom. Parent/guardian must accompany the student to school at the completion of the 3 days of Safe Sacred Classroom time to update plan for success.
c. 3rd Offense Step 3: 3 days O.S.S.
d. 4th Offense: Any further offenses will result in the recommendation for long-term suspension or an expulsion hearing. Referrals will be filed with local law enforcement.

C. LWS may also provide remedies, which may include:
1. Supportive Measures listed in Section 12
2. Restorative practices such as peacemaking circles, talking circles, etc.
3. Mental health assessments and recommendation support
4. Referrals for family counseling
5. Cultural services and supports
6. Other referrals as deemed necessary or as requested on a case-by-case basis

SECTION 8

APPENDIX & ADDENDUMS

APPENDIX 7-A Title IX Definitions (34 C.F.R. 106.2)

APPENDIX 7-B: Title IX Complaint Procedures Flow Chart

ADDENDUM A, to Section 5: LWS Procurement Plan for Child Nutrition Programs

ADDENDUM B to SECTION 7.03: Environmental Contamination Testing

APPENDIX 7-A: Definitions (34 C.F.R. § 106.2)

Section § 106.2 of the 2024 amendments includes a number of definitions. When those defined terms are used in this policy, they have the meaning set forth in § 106.2.

A. *Complainant* means:
   (1) A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
   (2) A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the LWS's education program or activity at the time of the alleged sex discrimination.

B. *Complaint* means an oral or written request to LWS that objectively can be understood as a request for the LWS to investigate and make a determination about alleged discrimination under Title IX or its regulations.

C. *Disciplinary sanctions* means consequences imposed on a respondent following a determination under Title IX that the respondent violated the LWS's prohibition on sex discrimination.

D. *Party* means a complainant or respondent.

E. *Relevant* means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

F. *Remedies* means measures provided, as appropriate, to a complainant or any other person LWS identifies as having had their equal access to the LWS's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the LWS's education program or activity after a recipient determines that sex discrimination occurred.

G. *Respondent* means a person who is alleged to have violated LWS's prohibition on sex discrimination.

H. *Retaliation* means intimidation, threats, coercion, or discrimination against any person by LWS, a student, or an employee or other person authorized by LWS to provide aid, benefit, or service under LWS's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

I. *Sex-based harassment* is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:
   (1) *Quid pro quo harassment*. An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
   (2) *Hostile environment harassment*. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
      a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
      b. The type, frequency, and duration of the conduct;
      c. The parties' ages, roles within the recipient's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
      d. The location of the conduct and the context in which the conduct occurred; and
      e. Other sex-based harassment in the recipient's education program or activity; or

(3) *Specific offenses*.

a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. Dating violence meaning violence committed by a person:

(i) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(ii) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship;

(b) The type of relationship; and

(c) The frequency of interaction between the persons involved in the relationship;

c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:

(i) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;

(ii) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

(iii)Shares a child in common with the victim; or

(iv) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

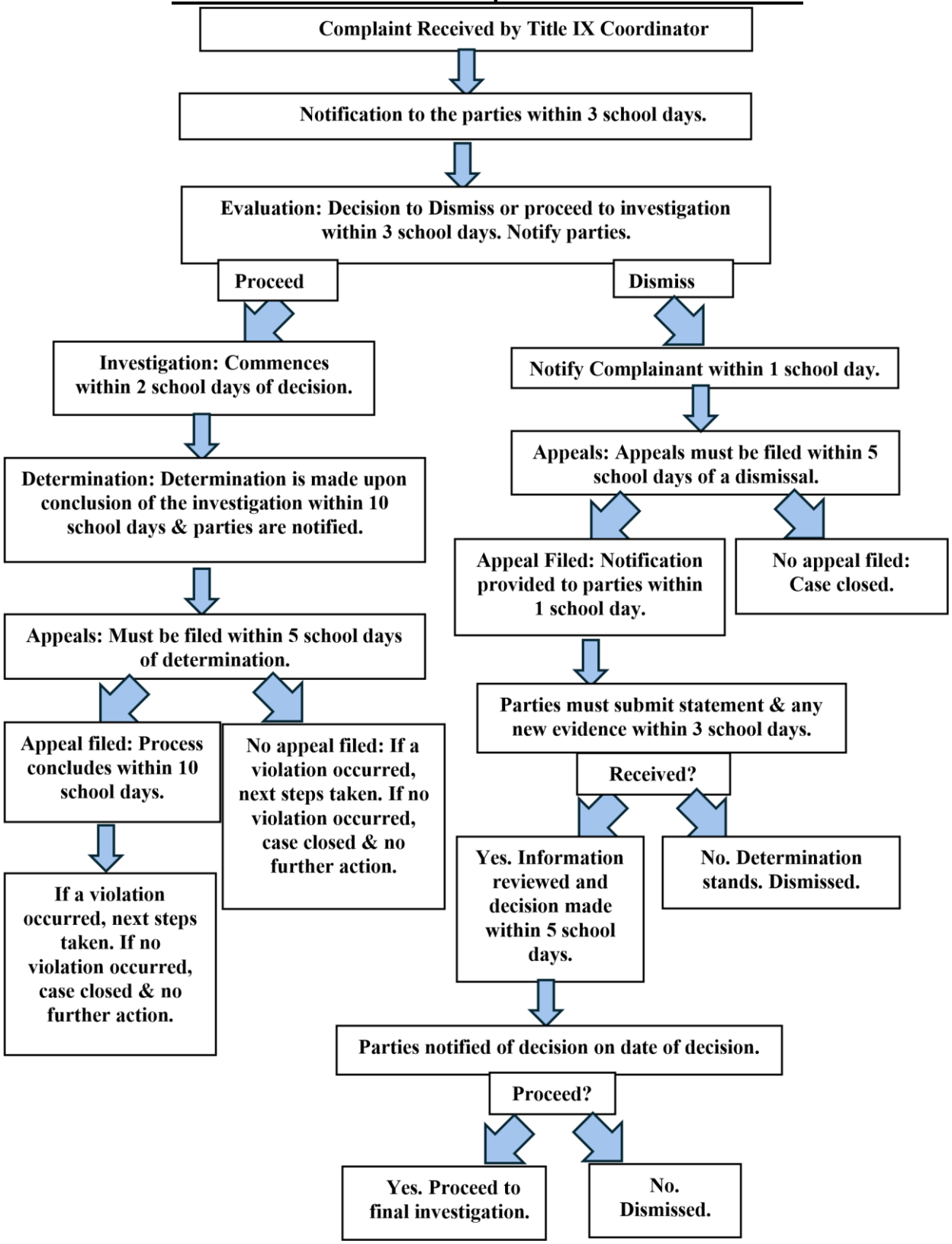
(i) Fear for the person's safety or the safety of others; or (ii) Suffer substantial emotional distress.

J. *Supportive measures* means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

(1) Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or

(2) Provide support during the recipient's grievance procedures or during an informal resolution process.

APPENDIX 7-B: Title IX Complaint Procedures Flow Chart



TO SECTION 5: LWS Procurement Plan for Child Nutrition Programs

LITTLE WOUND SCHOOL
PROCUREMENT PLAN
FOR CHILD NUTRITION PROGRAMS

This procurement plan will be implemented on MONTH DD, 202X from that date forward until amended.

Printed Name: Sharei Ricketts, Superintendent Date

Signature

Printed Name: Paula Pourier, Business Manager Date

Signature

A-1 Procurement Plan Requirements

Little Wound School follows the requirements of LWS Purchasing and Procurement Policies, including Sections 5.38 through 5.42 of the Policy Manual. The Child and Adult Nutrition Services (CANS) Procurement Plan is implemented for the purpose of establishing procedures for the procurement of goods and services funded by the USDA Child Nutrition Programs, including those directly funded and those funded through the State of South Dakota agencies. When procuring goods or services funded by the USDA Child Adult Nutrition and is as follows:

Little Wound School procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

A. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:
   1. Be necessary and reasonable for proper and efficient administration of the program(s) 2. Be allocable to federal awards applicable to the administration of the program(s) 3. Be authorized and not prohibited under federal and tribal law.

B. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Threshold	LWS Procurement Threshold Current
Micro-Purchase	Less than $10,000	$10,000.00
Small Purchase (Request for Quotes or Request for Proposals	Less than $250,000	$10,000.00 - $249,999
Sealed Bid	Greater than $250,000	$250,000.00 and higher
Request for Proposals $250,000 and Over	Greater than $250,000	$250,000.00 and Higher
Capital Equipment/Not on Pre-Approved List (ADD LINK FOR PREAPPROVAL)	Greater than $5,000 See LWS Policy Section 5.28	$5,000.00
Non-Competitive Procurement	See 2 C.F.R. §200.320(c)	See LWS Policy Section 5.42(4) for Requirements

C. **Purchasing Equipment**

1. If the amount of purchases for equipment is greater than $5,000 the following procedure will be used.
    a. Determine if the equipment purchase is allowable and if the equipment is on the South Dakota Child Nutrition Program Approved Equipment List, located at https://doe.sd.gov/cans/documents/CNPEquipment-Memo2.pdf
    b. If the equipment is less than the $5,000 (the federal threshold) or if LWS local capitalization threshold is lower, LWS threshold **and** the equipment is on the South Dakota Child Nutrition Program Approved Equipment List, LWS may purchase the equipment and **does not** need further approval. The price quotes or proposals submitted will be kept confidential from the public before an award is made.
2. If the equipment is $5,000 or over, **OR** the equipment is under $5,000 **BUT** the equipment is **not** on the Approved Equipment List, Child and Adult Nutrition Services (CANS) must approve the equipment before it can be purchased. **LWS will contact the designated CANS specialist for approval**.
3. LWS shall keep documentation of approval and all documentation related to the procurement of capital equipment.

Capital Equipment is defined by Federal regulations as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by LWS for financial statement purposes, or $5,000.00. In this instance, this amount is $5,000 for both.

D. **Training**

All staff conducting purchasing will be trained on the procurement procedures annually at the beginning of each school year.

E. **Document Retention**

All purchasing records will be maintained for not less than three (3) years prior to the current School fiscal year, or three (3) years from the date any open CAN Audit finding is closed and resolved, whichever is greater.

F. **Buy American Provision**

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. §1760) to require schools, including LWS, participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products.

1. **Definitions.**
   a. **Domestic food commodity or product.** For purposes of this provision, the term domestic food commodity or product means:
      i. An agricultural commodity produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands; and ii. Food products processed in the United States substantially (51% of a food product) using agricultural USDA Foods that are produced in the United States.

   b. **Food Component.** For products procured by LWS for use in Child Nutrition Programs, the food component of the product is the agricultural commodity. USDA Food and Nutrition Service (FNS) defines food component as one of the food groups which comprise reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk.

2. **Solicitation Requirements.** All solicitations that involve the purchasing of a food component shall include a requirement that LWS purchase domestic commodities to the maximum extent practicable and shall include procedures for limited exceptions. LWS shall include following language in solicitations:

   > "LWS participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)."

3. **Exceptions to the Buy American Act.** Exceptions to the Buy American Act requirements are very limited. The exceptions are:

A. The school food authority determines that one of the following limited exceptions is met:

i. The product is listed in the Federal Acquisitions Regulations (FAR) at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

ii. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.

B. Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined in paragraph (d)(1) of this section) must not exceed the following caps by the established deadlines:

i. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.

ii. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.

iii. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.

4. **Documenting Exceptions to the Buy American Act.** School food authorities must maintain documentation, except when the item purchased is found on the FAR at 48 CFR 25.104 when using an exception under paragraph A of this section.

A. To be considered for an alternative or exception, the request must be submitted in writing to the LWS Superintendent, in their capacity as the LWS contracting officer, a minimum of 10 business day(s) in advance of delivery. Requests are not required for products listed at 48 CFR 25.104. The request must include the:
   i. Alternative substitute(s) that are domestic and meet the required specifications:
      a. Price of the domestic food alternative substitute(s); and
      b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered
   ii. Reason for exception: limited/lack of availability or price (include price)
      a. Price of the domestic food product; and
      b. Price of the non-domestic product that meets the required specification of the domestic product.
   iii. School food authorities must maintain documentation, to demonstrate that when using an exception under paragraph B of section 3 that their non-domestic food purchases do not exceed the annual threshold specified in paragraph B of this section.

G. **Minority and Women's Businesses**

LWS will take all necessary affirmative steps to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

Affirmative steps shall include:

1. Placing these business types on solicitation lists;
2. Soliciting these business types whenever they are deemed eligible as potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date each month), where the requirement permits, that encourage participation by these business types;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the primary contractor, if subcontracts are to be awarded, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

H. **Code of Conduct / Conflict of Interest**

Little Wound School Food Service Department

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), Little Wound School Policies, and the Procedures of the Little Wound School Business Office.

Procedures: The Little Wound School seeks to conduct all procurement procedures:

1. In compliance with stated regulations; and
2. To prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, agent or board member of LWS with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by a Federal, State or local award. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of their immediate family (as defined in LWS Policy Section 1.58), their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

The employees, officers, agents and board member of LWS may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, LWS sets the standard for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Value threshold for LWS is set at: $100.00.

Disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of LWS are as follows:

Employee who violates this policy will be subject to discipline up to and including termination of employment in accordance with LWS School Policy Section 3.07 Personnel

Discipline. Board members in violation of this policy will be subject to discipline by the LWS Board.

I. **Taste testing, sample procedures**

Sample products may be given to LWS by a vendor or distributor for taste testing in order to determine student product acceptance and meal quality. LWS will limit samples to a reasonable amount based on the type of product and number of students participating in the taste test. LWS will conduct taste testing that allows for a representative sample of students to try new or existing products or recipes. For example, LWS will test with all students at one representative school or hold smaller taste testing sessions at a larger representative sample of schools. The addition of new products will be considered when a product has a student acceptance rate of 80%. LWS will limit the monetary value of samples to 1-3% of the total or estimated agreement/contract value annually. LWS shall outline taste testing and sample procedures in solicitation and contract language when appropriate.

J. **Emergency Planning**

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by LWS. The following emergency procedures shall be followed in addition to LWS Policy Section 5.42(4). All emergency procurements shall be approved in accordance with Section 5.42(4). At a minimum, the following emergency procurement procedures shall be documented:
    a. Item name
    b. Dollar amount
    c. Vendor
    d. Reason for emergency
2. If the emergency purchasing need requires a contract, all books, records and other documents relative to the award of the contract must be retained for three (3) years (or until a procurement audit has been completed) after final payment. Specifically, LWS/Sponsor shall maintain, at a minimum, the following documents: a. Written rationale for award cost or price;
    b. A copy of the original solicitation;
    c. The bidding and negotiation history and working papers;
    d. The basis for contractor selection;
    e. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
    f. The terms and conditions of the contract;
    g. Any changes to the contract and negotiation history;
    h. Billing and payment records;
    i. A history of any contractor claims;
    j. A history of any contractor breaches

K. **Geographic Preference**

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008

(Public Law 110- 246, Section 4302) amended Section 9(j) of the National School Lunch Act (NSLA) to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When geographic preference is used, LWS must still get quotes from several suppliers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

L. **Protest Procedures**

Required protest procedures are as follows:

See also LWS School Policies, Section *5.42(5)(i)* Other Procurement Requirements:

Any complaint regarding a procurement alleging failure of LWS to follow its policies or the applicable requirements of 2 C.F.R. Part 200 for any procurement funded by federal funds must be filed with the Superintendent within five (5) days of the date notice of selection or non-selection issued by LWS. The decision of the Superintendent on any such complaint shall be issued in writing and shall be final, unless appealed to the School Board in writing within five (5) days of the date of the Superintendent's decision. The School Board reserves the right to hold a hearing or to make a decision based solely on the written documents including documents submitted by a contractor with the Notice of Appeal and the LWS Procurement file. The School Board will issue a written decision within fifteen (15) business days of the date of the next School Board meeting scheduled following the date the Appeal was received by the Principal, unless factors beyond LWS School Board's reasonable control prevent the issuance of the decision in this timeframe, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the decision of the School Board. A copy of the written decision will be furnished to the protestor and any other parties affected. The decision of the School Board shall be final and there shall be no further right of appeal from a decision of the School Board.

The procedure and time limits set forth in this policy are mandatory and are the protestor's sole and exclusive remedy in the event of a protest. The protestor's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the protest. These procedures will be and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with LWS before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to:

1. Violations of federal law or regulations and the standard of 2 CFR 200.318(k) (violations of state or local law will be under the jurisdiction of state or local authorities).
2. Violations of LWS's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified previously will be referred to LWS

LWS shall include the written protest procedures set forth above in all solicitations.

M. **Monitor the Agreement or Contract**

LWS will monitor the CANS Contracts and Agreements. The Business Office will monitor these monthly to be included in the monthly board reports.

A-2 Micropurchasing

The Business Manager shall be responsible for Micro-Purchase Procedures.

If the aggregate dollar value for items is less than $10,000 the following procedure will be used.

Select one:

☒ Purchases below $10,000

☐ Purchases below $_____ *(LWS threshold if it is below $10,000, must use most restrictive)*

1. The aggregate dollar value of each transaction shall be less than the micro-purchase threshold above. Purchases will not be separated into 2 or more purchases to meet or be below the threshold.
2. Purchase prices shall be reasonable.
3. Micro-purchases shall be spread equitably among qualified suppliers to the extent practicable. If LWS is unable to spread purchases equitably, it shall document the reason why (example: the next grocery store is located 50 miles away from LWS).

Micro - Purchase Procedures Table

Vendor & Category (List what vendor is being used and what product, services or supplies will be purchased)	**Justification** (Justification for using this vendor)	**Duration/ Frequency** (Weekly, Monthly, Yearly, Per Purchase)
Ex: Small Town Grocery Store – Fresh Produce	Ex: We can buy what we need, when we need it and product is fresh. Can't order small enough quantities from vendors who deliver. Only grocery store in town. Next closest is 31 miles away.	Ex: Weekly

A-3 Small Purchase Procurement

The Business Manager shall be responsible for Small Purchase Procedures.

If the amount of purchases for items is greater than $10,000 but less than $250,000, *or LWS's small purchase threshold*, Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

Select one:

☒ Perishable purchases greater than $10,000 but less than $250,000.00.

☐ Purchases below _____ *(LWS threshold if it is below $10,000)*

1. Written specifications will be prepared and given to a minimum of two vendors.
2. Is received at the documented price.
3. Any time an accepted item is not available, the Business Manager will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.

***See Appendix A-A for a Small Purchase Checklist and Appendix A-B for an Informal Purchasing Log.**

Informal Purchase Procedures Table

Category (List what product, services or supplies will be purchased)	**Vendors** (List vendors you are getting quotes from)	**Evaluation Used** (Bottom Line, or Line Item)	**Award Type** Fixed Price Agreement	**Duration/ Frequency** (Weekly, Monthly, Yearly, Per Purchase)
EXAMPLE: Frozen Foods (*Meats, Fruits, Veg*); Canned Foods (*Meats, Fruits, Veg*); Pasta	Walmart, Local Grocery Store, HyVee	Bottom line (All or none)	Fixed price agreement	3 Months (August 1-October 31)

A-4 Formal Procurement

The Business Manager shall be responsible for Formal Procurement Procedures.

Select one or more as applicable:

☐ Perishable purchases over $10,000.00.

☐ Purchases over $249,999

A. If the aggregate dollar amount is above LWS threshold, or a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326.

1. When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply: (It is highly suggested by USDA to allow 45 days for IFB & 60 days for RFP from the time the information is given to vendors until the time of bid opening. It should not be any less than 30 days)

2. An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the Newspaper/media, LWS Website, other internet sources to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for two weeks.

   The public advertisement will include:
   a. A general description of items to be purchased.
   b. The deadline for submission of questions and the date written responses will be provided including an agenda to bid specifications, terms and conditions as needed.
   c. A date of pre-bid meeting, if applicable, and if attendance is a requirement for bid award.
   d. A deadline for submission of sealed bids or proposals, and address of location where complete specifications and bid forms may be obtained.

3. Any person who develops written specifications or descriptions for procurements will be ***prohibited*** from submitting bids or proposals for such products or services.

4. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the solicitation document:

a. LEA information
b. Description of the goods and services to be procured
c. Contract period
d. LWS/Sponsor is responsible for all contracts awarded (statement).
e. Date, time, and location of bid/ proposal opening. (IFB requires a public opening)
f. How a vendor will be informed of bid/proposal acceptance or rejection.
g. The terms and conditions which bidder/proposer must fulfill.
h. Statement assuring efforts will be made to involve minority-owned and small businesses.
i. Protest procedures
j. Technical requirements, specifications, and forecasted quantities
k. Proposal withdrawal procedures
l. Options for "piggybacking" or adding new products if applicable
m. Whether the Type of contract to be awarded to the School Nutrition Program Federal funding will be Fixed Price or cost reimbursement.
n. Criteria for award and method for evaluating cost
o. All required federal contract provisions (as applicable) outlined in 2 C.F.R. Part, 200 Appendix II.

5. **Invitation for Bid**
   In awarding an Invitation for Bid (IFB) a firm fixed price is awarded to the bidder that is most responsive and responsible and is the lowest in price. An IFB must result in a fixed fee/firm fixed price contract.

6. **Request for Proposals**
   In awarding a competitive negotiation (RFP) a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. **Price** alone is not the sole basis for award but remains the **primary** consideration when awarding a contract. Price does not have to be 51% of points but will be the highest weighted criteria.

7. **Evaluation Criteria LWS may use to award an RFP**
   LWS may tailor evaluation criteria to each procurement as appropriate.
   (Price will be weighted with the highest points and award must equal 100 points)

Criteria	Weight (points)
Price	
Service Capability	
Experience, References	
Quality	
Business Practices	

Accounting and Reporting System	
Other OST TERO Certified Firm Preference	
Other	

TOTAL 100 PTS

8. Specifications and estimated quantities of products and services prepared by LWS/Sponsor and provided to potential contractors desiring to submit bids/proposals for the products or services requested.

9. If any potential vendor asks questions regarding the specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the Business Manager and date specified

10. The Business Manager will be responsible for securing all bids or proposals.

11. The Business Manager will be responsible for ensuring all LWS/Sponsor procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

12. The Business Manager will obtain a **cost or price analysis** to estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract. LWS may use forecasted product needs and current or past product pricing to complete the cost analysis

13. The Business Manager will include Oglala Sioux Tribe TERO Certified Firm language in every solicitation over $250,000.00 unless CANS has notified LWS in writing that an OST TERO Ordinance section or regulation is prohibited, in which case the Business Manager shall notify the OST TERO Office, and proceed with procurement in accordance with the CANS requirements and the Indian preference requirements of **Oglala Sioux Tribe Tribal Employment Rights Certified Firms Preference.** LWS shall comply with the requirements of 25 U.S.C. 5307(b), which include, to the greatest extent feasible, preference in procurement shall be given to members of federally recognized tribes or Indian organizations and economic enterprises that are 51% or more owned by members of federally recognized tribes. Where TERO Certified firm preference applies, the Business Manager shall ensure that any firm claiming TERO certified preference submits proof of TERO certification.

***See Appendix A-C for a Formal Procurement Checklist**

Formal Purchase Procedures Table

Category (List what product, services or supplies will be purchased)	**Vendors** (List vendors you are getting prices from)	**IFB/RFP** (List which type of formal method is being used)	**Award Type** (Fixed Price Contract, Fixed Price Contract with provision based on public CPI)	**Duration/ Frequency** (Monthly, Yearly, Per Purchase)

EXAMPLE: Bakery/Bread	Wonder Breads, Earth Grains, Local Bakery,	IFB	Fixed price agreement	Yearly (August 1-May 28)

B. Required Contract Provisions

1. **Contractual Procedures**
   Contracts for **more than $250,000** for perishables, **$250,000** for services or supplies, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. **Termination Clause**

   All agreements in excess of $10,000 must address:

   a. Termination for cause and for convenience by the non-Federal entity, and
   b. The manner in which it will be affected and the basis for settlement.

   LWS may use the following sample language in solicitations as applicable:

   Termination for Cause:
   Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:
   a. At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
   b. An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

   Termination for Convenience
   LWS may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

a. ***Federally assisted construction contract*** means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

b.

b. ***Construction work*** means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

LWS shall include the following sample language in solicitations as applicable:

The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant.

4. **Indian Preference Clause, 25 U.S.C. §5307(b).**

All Contracts awarded shall include the following language as required under 25 U.S.C. §5307(b): "To the greatest extent feasible-- (1) preferences and opportunities for training and employment in connection with this contract shall be given to members of federally recognized Indian tribes; and (2) preference in the award of subcontracts shall be given to Indian organizations and to Indian-owned economic enterprises."

5. **Davis-Bacon Act**

When required by Federal program legislation, all **prime construction contracts in excess of $2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable

to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

a. In addition, contractors must be required to pay wages not less than once a week.
b. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
d. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
e. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
f. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the nonfederal entity in **excess of $100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 70 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

a. ***Laborers and mechanics.*** This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract -- (A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the U.S., a territory, or the LEA of Columbia; but (B) Not including an employee employed as a seaman.

7. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of **"funding agreement"** under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **Notes:** reference the following definition of terms for this section:

a. 37 CFR § 401.2 Definitions. As used in this part— (a) The term ***funding agreement*** means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
b. 2 CFR §200.86 ***Recipient***. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include sub recipients. See also 2 CFR §200.69 Non-Federal entity.
c. 2 CFR §200.93 ***Sub recipient***. Sub recipient means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

8. **Clean Air Act**

Contracts in **excess of $250,000** shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S. C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. **Debarment and Suspension Certification**

LWS is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR *§* 180, as adopted and modified by USDA regulations at 2 CFR §417. There are three methods that may be used to verify that vendors have not been debarred, suspended, or excluded or otherwise ineligible for participation in Federal programs:

a. Check https://www.sam.gov/portal/SAM/##11

b. Collect certification from vendor
c. Add clause/condition to transaction with vendor

LWS will use the following sample language when adding a clause to a solicitation/contract with a vendor:

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; norm the subrecipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to this solicitation the Vendor is certifying they are in "Good Standing".

***See Appendix A-D for sample debarment and suspension certification.**

10. **2 CFR §180.300 What must I do before I enter into a covered transaction with another person at the next lower tier?**
When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:
    a. Checking SAM Exclusions; or
    b. Collecting a certification from that person; or
    c. Adding a clause or condition to the covered transaction with that person

11. **Lobbying Certification**
The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than $100,000. Any vendor whose contract award is for more than $100,000 must complete a Certification Regarding Lobbying form. LWS must keep this signed certification statement on file with a copy of the vendor's contract.

***See Appendix A-E for a Lobbying Activities Disclosure and Appendix A-F for a sample lobbying certification.**

A-5 Non-Competitive Negotiation

The Business Manager shall be responsible for Non-Competitive Negotiations.

Non-competitive (sole source) procurement are purchases of a specific item made when an emergency arises that threatens continued service of the Child Nutrition Program, or which is available from only one contractor who is the sole manufacturer and distributor of the item. This is a rare occurrence, and the school food service department must document its justification for needing the item and why only this specific item will meet this need.

When faced with a sole source procurement, LWS must obtain CANS approval, and then go directly to the one source to negotiate terms, conditions, and prices.

If LWS receives an inadequate number of responses to its solicitation and it is determined the procurement resulted in a lack of competition, LWS must review the solicitation document to ensure no overly restrictive requirements or specification were used, an inadequate number of contractors were solicited, or not enough time was provided for contractors to respond to the solicitation document.

If items are available **only** from a single source ***when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*****,*** **non-competitive negotiation** procedures will be used:

A. 2 CFR 200.323 Contract cost and price
   The non-Federal entity must perform a **cost** or **price** analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
   Contract and item amount that are under this threshold will ensure the negotiated price is reasonable.

B. Written Specifications will be prepared and provided to the vendor.

C. The Business Manager will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.

D. The Business Manager will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.

E. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the Business Manager. The record of non-competitive purchases shall include, at a minimum, the following:
   1. Item name
   2. Dollar amount
   3. Vendor

4. Reason for non-competitive procurement

APPENDIX A-A Small Purchase Checklist - Did LWS…

- **Forecast product needs**

  Cycle menus, velocity reports, and production records are common tools used to forecast product needs. If the estimated value of goods or services needed (during the time period you wish to purchase them in) is greater than the micro-purchase threshold, and less than the small purchase threshold, LWS should use the small purchase method of competitive quotations.

  *The Federal micro-purchase method is $10,000 and the Federal small purchase threshold is $250,000 for perishables. The State of South Dakota threshold for services and supplies is $25,000.

- **Seek to obtain price quotations from an adequate number of qualified sources**

  At least two sources should be used to obtain price or rate quotations. Quotes may be obtained verbally or through writing (example: email) but must be documented. An informal purchase log is available on CANS website at: https://doe.sd.gov/cans/.

- **Give clear and accurate specifications**

  Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured. Specifications can be given verbally or in writing. In addition, if LWS specifies a brand name product, it must allow an equal product to be offered.

- **Not restrict competition**

  An LWS may not restrict competition by placing unreasonable requirements on vendors to qualify for business, requiring unnecessary experience or excessive bonding, or any other means of restricting competition.

- **Include Buy American Requirements when applicable**

  LWSs are required by the Buy American Provision to purchase, to the maximum extent practicable, domestic commodities or products. An LWS must require that vendors understand and can meet these requirements. This can be done during the quotation process, by communicating the requirements to vendors verbally or in writing. An LWS may also obtain a certification statement from the vendor if it chooses to do so.

- **Select the correct vendor**

  After quotes are obtained, LWS must select the correct vendor based on the products or services requested and the vendor responses provided. If an LWS chooses to reject an offer, it should document why. For example, the vendor cannot deliver on the days or times that LWS needs. If more than one vendor can provide all of the requested services and products, the award should be made to the lowest price offer.

- **Maintain records sufficient to detail the history of procurement**

Although quotations may be written or verbal, LWS must document the quotations. A written agreement is not required but may be helpful to document all the terms and conditions of the agreement.

- **Keep records**

  All procurement records must be kept for three years plus the current year. Invoices/receipts should show that the goods or services were purchased at the price that was quoted.

APPENDIX A-B Informal Purchasing Log Example

Vendor Name:										
Items to be Purchased: ● Product specifications ● Delivery Frequency ● Packaging	Quantity Expected to Buy	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✔)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✔)	Unit Price	Extended Price (Quantity x Unit Price)	*VS (✔)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
TOTAL			$			$			$	
*Vendor Selected (VS)		☐			☐			☐		
Date & Method of contact:										
Name of person quoting pricing:										
Duration quoted pricing is good for:										

Additional Notes:	
Signature of person completing this form:	Date:

*Vendor Selected (VS): you can award all items to one bidder (lowest total price), or you can award bid on a line item basis (lowest item price).

APPENDIX A-C Formal Procurement Checklist - Did LWS…

- **Forecast product needs**

  Cycle menus, velocity reports, and production records are common tools used to forecast product needs.

- **Conduct a cost or price analysis**

  Estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.
  - LWS may use forecasted product needs and current or past product pricing to complete the cost analysis

- **Write product specifications**

  Product specifications should include the product name, description, case pack and weight, minimum and maximum sizes and pieces, main ingredients, prohibited ingredients, nutritional standards or CN requirements, quality indicators, run and code numbers, etc.
  - Note: specifications may include a brand name but must include ‘or equal’. A bidder should have the opportunity to propose an equal product
  - An LWS may pre-screen products and provide bidders with a list of preapproved equal products. LWS must ensure maximum free and open competition during the procurement process, and pre-screening procedures should be included in LWSs written procurement procedures.

- **Create a solicitation document**

  There are two types of formal solicitations: Invitation for Bid (IFB) and Request for Proposals (RFP)

- I**nvitation for Bid (sealed bid)**

  Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid:

○ conforms with all the material terms and conditions of the invitation for bids, and ○ Is the lowest price

- **Request for Proposals (competitive proposal)**

  The contract is awarded to the responsible and responsive vendor whose proposal scored the highest number of points and is most advantageous to the program with price and other factors considered.

  A well-written solicitation gives a bidder clear information on what LWS is planning to purchase and how. A solicitation should include:

  - Background information on the LWS ○ Size, number of meals served, etc.
  - General descriptions of the goods and/or services to be purchased ○ Solicitation should indicate if distribution services are requested ○ Include distribution for processed USDA foods, if applicable
  - Information about pre-proposal meeting to be held (if applicable) ○ Date and time for solicitation submission
    - Time and location of public opening if IFB ○ Time period of the contract and options for renewals
    - Generally, 1 year with 4 optional renewals ○ Type of contract to be awarded
    - An IFB must result in a fixed fee or firm fixed price contract.
    - An RFP will result in a fixed price contract.
    - Fixed fee may be tied to a price index or price escalator/de-escalator clause ○ Protest procedures ○ Proposal withdrawal procedures
  - List of all products to be purchased and specifications
  - Options for 'piggybacking', adding goods or services, or increasing contract volume over time
    - Changes to the contract <u>may not</u> result in a material change- no more than a 10% change in contract value is recommended
  - Criteria for award
    - IFB- award will be made to the lowest bidder
    - RFP- include all criteria that will be used to evaluate proposals
      - Cost must be the highest weighted factor but does not have to be 51%
      - A scoring rubric is required that identifies all evaluation factors and their relative importance
      - If using geographic preference, indicate how preference will be given
  - Method for evaluating cost
    - How will cost be evaluated for the products or services requested? Common ways to evaluate cost are:
      - By line item: each line is awarded separately based on individual product cost
      - By product groupings: the total cost of groups of products is evaluated and awarded as a group. Example: frozen, produce, canned goods.

        - Bottom line (all-or-nothing): the total cost of the goods or services is evaluated; all products/services are awarded together.
        - Market basket cost analysis: representative sample of products, called a 'market basket' is used to estimate the total cost. The sample should consist of products that represent at least 75% of the total value of the contract (high-velocity items). LWS must obtain a price for all products not included in the market basket prior to the award of the contract.
    - Technical requirements of the vendor
        - Responsibilities of the vendor: delivery days, delivery windows, HACCP plan, staff requirements, etc.
        - Procedures for recalls or substitutions
        - Buy American Provision Requirements
        - Common legalities
        - Required forms and certifications: suspension and debarment, lobbying activities, anti-collusion, etc.
    - Contract provisions required by 2 CFR 200 appendix II (as applicable):
        - Termination for cause and convenience- contracts in excess of $10,000
        - Equal Opportunity Employment- 'federally assisted construction contracts'
        - Davis-Bacon Act- construction contracts in excess of $2,000
        - Contract Work Hours and Safety Standards- contracts in excess of $100,000 that involve the employment of mechanics or laborers
        - Right to inventions made under a contract or agreement- if the contract meets the definition of a 'funding agreement' under 37 CFR 401.2 (a)
        - Clean Air Act- contracts in excess of $150,000
        - Debarment and Suspension- all federally awarded contracts
        - Byrd Anti-Lobbying Amendment- contracts in excess of $100,000

- **Publicize the solicitation**

  Formal solicitations must be publicly advertised and seek/invite two or more qualified sources willing and able to compete.

- **Allow enough time for vendors to respond**

  Response time may vary depending on the complexity of the solicitation. A minimum of two weeks for IFBs and 30-35 days for RFPs is recommended.

- **Accept bids or proposals from responsive and responsible vendors**

An LWS must determine if the vendor is responsive and responsible before accepting their bid or proposal.

- **Responsive**: Did the vendor respond to the IFB or RFP on time and include all required attachments, certifications, etc.?
- **Responsible:** Does the vendor meet the criteria outlined in the solicitation? Do they have a good track record with providing products and services to similar institutions?

- **Evaluate the bids or proposals**

  IFB: ○ Bids are publicly opened at the location, date, and time prescribed in the IFB ○ Any or all bids may be rejected if there is a sound, documented reason
  - ○ Cost is evaluated as outlined in the IFB, which includes all costs such as transportation and delivery costs RFP:
  - ○ Proposals cannot be opened until after the closing date and time specified in the RFP ○ An evaluation committee should score the proposals *only* on the criteria outlined in the RFP ○ An LWS may conduct negotiations of the top-ranked proposals to ensure that each

  vendor fully meets the needs of the RFP. This must be done before cost proposals are opened. LWS may also allow vendors to amend their cost proposal to reflect any changes made during the proposal negotiation. All negotiations must be done fairly and may not give a competitive advantage to one vendor.

- **Award the contract**

  Formal procurement should always result in a (signed) written contract between the two parties. The contract should include:
  - ○ Identification of the parties involved in the contract
  - ○ Contract duration ○ Scope of work ○ A complete list of products, including specifications (and price) ○ Type of contract (fixed price) ○ All fees must be identified and agreed upon
  - ○ Contract renewal options, including provisions for changes such as the addition of goods or services
  - ○ Contract modification and change procedures ○ Default and breach of contract provisions, remedies, cancellation procedures, and penalties ○ Required compliance certifications ○ Contract termination rights for cause and convenience
  - ○ Recordkeeping requirements ○ Laws that govern the contract ○ Sanitation and licensing requirements ○ Professional certification requirements

- **Manage the contract**

  LWSs are responsible for ensuring that vendors are compliant with all terms of the contract. Contract management is ongoing for the duration of the contract.

- **Maintain records**

  LWS must maintain records enough to detail the history of procurement. All records must be kept for a period of 3 years after the submission of the final claim for reimbursement for the fiscal year or longer if an audit has not been resolved.

- **Renew the contract as applicable**

  If the contract allowed for renewal options, both parties may agree to renew the contract for additional terms as applicable.

- **Add products to the contract**

  New products may be added to the contract if the cost of the new products does not create a material change (no more than 10% of the contract value is recommended). Substitutions for unavailable products are not considered new products.

  LWS should evaluate the estimated cost of new product(s) for the duration of the contract period and determine if the cost would be considered a material change against the total estimated contract value. No more than a 10% change is recommended.

  If the cost to add new products would not constitute a material change, LWS may add new products to the contract. During the contract renewal, LWS must amend the contract to include additional items.

  A new contract value is determined annually (or at the end of the contract term), and the new contract value may be used to estimate material changes moving forward.

  If the cost to add new products would constitute a material change, LWS may procure new products using another approved procurement method (micro-purchase, small purchase, formal purchase).

APPENDIX A-D Debarment and Suspension Certification

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1.Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2.Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or Tribal antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and

4.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal or Tribal) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usdacustomer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

APPENDIX A-E Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

APPENDIX A-F Certification Regarding Lobbying

Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Food Service Management Company/Vendor _____

Address_____

Name/Title of Submitting Official _____

Signature_____

ADDENDUM B TO SECTION 7.03: ENVIRONMENTAL CONTAMINATION TESTING

A. Purpose

To provide guidelines for Little Wound School (LWS) and its tenants to provide safeguards from health and safety risks regarding unlawful methamphetamine use and/or manufacturing on property owned or managed by LWS. Methamphetamine ("Meth") has become a serious problem across the country and the Pine Ridge Reservation is no exception. Unlike many other drugs, methamphetamine physically contaminates LWS properties and makes the dwelling units unsafe for occupancy by tenants and dangerous to LWS staff and employees. In order to protect its tenants and their residents and guests, LWS property, and personnel, LWS is establishing standards for testing, mitigation and cleanup when a LWS owned or managed unit tests positive for meth, and when LWS will terminate the lease with tenants who engage in the illegal use, sale, manufacture, or distribution of meth, or other illegal drugs/substances. These standards shall apply to all LWS participants and their guests or invitees, including lessees, heads of household, or occupants who use, manufacture, sell or distribute meth or other illegal drugs/substances, whether on or off LWS owned or managed property.

LWS may determine, by School Board approval, the need to test for other dangerous drug contaminants in addition to methamphetamine, such as fentanyl, depending on circumstances present in the dwelling units, inspection observations and findings, and broader community. In such instances, this policy and procedure shall apply and the industry standards and best practices for testing and remediation for that particular drug/contaminant shall be applied.

In order to protect the health and safety of its residents, LWS voluntarily adopts this policy to proactively monitor LWS Housing units for health risks related to methamphetamine (meth) use and contamination. LWS in its monitoring and testing for methamphetamine use and contamination adopts an established health-based standard to determine whether exposure in a meth contaminated housing unit poses a health risk. The voluntary health-based standard is established for meth contamination screening as a positive test for meth surface residue at a level greater than or equal to 0.1 ug (micrograms) of methamphetamine surface residue per 100 cm^2 of tested surface material as recommended by the South Dakota Department of Health and South Dakota Department of Agriculture and Natural Resources. LWS will test all LWS units upon their vacancy for the presence of methamphetamine surface residue to establish a measurable baseline and to ensure the unit complies with this screening standard before a new household moves into a unit.

B. Waivers

The Policy is intended to apply in all cases. However, where warranted in rare and unique circumstances a special Waiver of a particular requirement can be considered and approved by the LWS Board. Such a Waiver may be made only if:

1. Board Members with personal direct or indirect interests abstain from and are not present for both the Board's deliberations and decision,
2. Full and complete public disclosure of a Waiver request occurs before, during, and after a vote,
3. A two-thirds (2/3) favorable vote of all Board Members is obtained; and 4. The waived Policy requirement is not required by federal or Tribal law.

C. Prohibitions

1. Illegal meth use, possession, manufacture, sale or distribution is prohibited in or near any LWS dwelling units and on or near any LWS assisted, owned, or managed property.
2. All LWS tenants, and their occupants, guests or invitees, are prohibited from possessing, using, manufacturing, selling or distributing meth -- no matter whether it is done on or away from LWS assisted, owned, or managed property.

D. Establish Testing Schedule and Testing Requirements

LWS shall determine a schedule for conducting meth testing of units that it owns or manages, which may include a baseline test upon initial occupancy, routine testing, and/or testing in cases of reasonable suspicion. Factors including, but not limited to, the cost of testing, the availability of properly trained personnel, and the feasibility of timely cleanup and remediation shall be taken into account when determining when to test units.

Environmental Contamination Testing shall be conducted by a certified contractor, as selected and hired by the LWS Board, with specific training and experience in conducting tests for methamphetamine and other dangerous drug contaminants. LWS Board may elect to have LWS personnel, including but not limited to the Facilities Department, to become trained and certified in conducted meth testing, and other drug contaminant testing, at any point and in such an occurrence, the tests shall be conducted by these LWS personnel.

E. LWS Training and Protective Gear

LWS personnel who engage in testing or remediation/cleanup of meth in LWS owned or managed units shall receive proper training in testing methods and processes, observe proper remediation/cleanup rules and techniques, and wear appropriate protective equipment at all times.

F. Notice to Participant of Positive Test

In the event an occupied unit tests positive for meth, LWS shall notify the Tenant, in writing, within five (5) business days of receipt of the test result. The following language or some similar warning may be included in the notice:

> **"WARNING: THIS ACTION IS BEING TAKEN IN WHOLE OR IN PART BECAUSE THE ENVIRONMENTAL CONTAMINATION TESTING CONDUCTED IN YOUR UNIT REPORTED THE PRESENCE OF METHAMPHETAMINE AND/OR RELATED CHEMICALS IN THE UNIT YOU OCCUPY. SOUTH DAKOTA HAS A RECOMMENDED LEVEL OF 0.1 µg/100 cm^2 FOR A REQUIRED QUANTITATIVE HEALTH RISK-BASED REMEDIATION AS THE UNITS ARE NOT SAFE FOR CONTINUED OCCUPANCY, PARTICULARLY BY YOUNG CHILDREN OR INDIVIDUALS**

WITH OTHER HEALTH PROBLEMS. CONTINUED OCCUPANCY OF THIS UNIT WITHOUT IMMEDIATE PROPER DECONTAMINATION OF THE UNIT AND ALL CONTENTS MAY ADVERSELY IMPACT THE HEALTH OF ALL OCCUPANTS."

G. Positive Test above 0.1 µg/100 cm^2

LWS will terminate a lease, *Housing Agreement*, any time a test result is above 0.1 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 is being used or distributed by the LWS Tenant.

H. Positive Test at or Below 0.1 µg/100 cm^2

LWS may choose to terminate a lease or other occupancy agreement when a unit tests positive at or below 0.1 µg/100 cm^2 (micrograms per 100 square centimeters) when the unit has previously tested positive on at least one other occasion, or when the participant has a history of other serious noncompliance with the lease or LWS Policies and rules. If there is no previous positive test result or adverse history, LWS may temporarily or permanently relocate the participants so the unit can be properly decontaminated.

I. Contamination of Participant's Possessions

LWS shall notify the participant any time it believes the participant's possessions in a unit are contaminated with meth and may be a threat to health or safety. LWS shall recommend that the Tenant dispose of or decontaminate their possessions as provided by EPA Guidelines. Contaminated possessions that have been abandoned by a Tenant, shall be disposed by LWS according to EPA Guidelines within 14 days after the test results are provided to the Tenant.

J. Clean Up Costs Charged to Tenant

In the event a unit tests positive for meth, LWS 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, LWS reserves the right to request cleanup and remediation costs as damages from the Court.

K. Policy Enforcement

In order to enforce the provisions of this Policy, LWS shall utilize lease termination and eviction procedures described in LWS Policies and Procedures and under Oglala Sioux Tribal Law. However, LWS shall utilize expedited procedures, including seeking a restraining order, when LWS determines that there is an imminent necessity to protect the health and safety of individuals, or the community, or to protect LWS owned or managed property.

L. Decontamination Level and Procedures

An LWS unit shall be considered cleaned up and decontaminated/remediated if a test result is at or 0.00 µg/100 cm^2 (micrograms per 100 square centimeters) as determined by a certified decontamination specialist and/or certified testing facility.

In order to cleanup or decontaminate a unit, LWS shall utilize the voluntary cleanup and remediation procedures recommended by the United States Environmental Protection Agency titled "Voluntary Guidelines for Methamphetamine Laboratory Cleanup" dated March, 2013 (hereinafter "EPA Guidelines") and/or other procedures as prescribed and conducted by a certified testing facility and/or certified decontamination specialist.

M. Re-Occupying a Decontaminated Unit

Once a unit has been evacuated it cannot be re-occupied until the unit is confirmed decontaminated and tests at 0.00 µg/100 cm^2 (micrograms per 100 square centimeters). LWS shall notify a new participant if and when the LWS owned or managed unit they will occupy has been remediated due to meth contamination in the past twelve months.

N. Law Enforcement Investigation

LWS shall notify the Oglala Sioux Tribe Department of Public Safety, any time a unit tests 2 positive for meth with **a test result that is at or above 0.1 µg/100** cm (micrograms per 100 square centimeters). LWS may notify law enforcement for the purpose of gathering evidence and investigating prior to LWS conducting or completing any testing if there is other evidence of meth, meth manufacturing, or meth use in the unit.

O. Procedure

1. REQUIRED STEPS PRIOR TO CLEANUP OF A UNIT

a. **Pre-Cleanup Actions.**
As soon as entry is possible, the LWS Maintenance Department will start remediation procedures as follows:

i. If the unit is vacant, secure the unit.
ii. Ventilation of the unit using standard ventilation.
iii. Removal of household items that are porous. If the tenant still occupies the unit, the Tenant is responsible for signing a release form authorizing LWS to remove the items and dispose of them. If the Tenant will not sign a release form, the LWS will not proceed with remediation, and Occupancy will continue with eviction procedures and notify LWS Maintenance when the unit has been returned to LWS for remediation procedures to continue.
iv. Removal of porous surfaces in the unit (kitchen and bathroom cabinets and countertops, carpeting) if they tested positive, and all appliances. All items removed from the home shall be placed in approved disposal containers and shall only be disposed of in landfills approved for the receipt of methamphetamine contaminated

materials. The Maintenance Supervisor is responsible for ensuring that proper disposal containers and landfill sites are available and are adhered to.

v. Collection of Background information on the unit including any police reports and Occupancy Department reports regarding drug use at the unit. vi. Completion of a Site Map including areas of methamphetamine testing and the test results on the site Map.

2. REQUIRED SAFETY EQUIPMENT AND SUPPLIES

All LWS Personnel and contractors entering a unit that has tested positive for methamphetamines shall wear the required protective gear at all times while in the unit until cleaning has been completed, and the unit has retested at levels less than 0.00 ug/100cm^2. Violation of this requirement shall result in immediate termination of employment.

Safety equipment and protective gear required includes the following:

a. Respirator
b. Disposable Rubber/latex gloves
c. Stainless Steel Shop Vacuum with HEPA filter
d. Disposable Chemsplash Level 3 Coveralls
e. Rubber Boots/Muckboots and Booties to Cover boots
f. Goggles/ Protective eyewear required by LWS
g. Disposable Sponge Mop
h. Paper Towels
i. Heavy Duty Squeegee
j. Mop Buckets
k. Pressure Washer
l. Hand Pump Spray Applicator
m. Contractor Grade Plastic Garbage Bags

Cleaning solutions that must be used include the following:

a. 409
b. Baking Soda for cleaning ceramic, porcelain and fixtures
c. Tide/Powder Laundry Detergent provided by LWS
d. Simple Green Spray

LWS may not use other cleaning solutions unless specifically approved and authorized in writing by the Maintenance Supervisor or recommended by the testing facility.

3. CLEANING PROTOCOLS

a. Cleaning of the unit. Cleaning will commence from the back of the unit with the room farthest from the front door and proceed toward the front door.
b. Proper ventilation of the unit is required during the entire cleaning phase.
c. Each room will be sprayed with the required cleaning fluid. Walls shall be sprayed starting at the top of the wall. Only one room at a time will be cleaned. When one room is complete, personnel will move to the next room.

d. All walls are to be wiped down from top to bottom in a vertical motion from ceiling toward the floor. A swirl pattern for cleaning is not to be used. Towels used for cleaning shall be disposed of after each pass into a plastic garbage bag.
e. Once a wall has been cleaned, a second spraying of the wall will be applied and a second wiping down of the wall will be completed using a disposable sponge mop. All cleaning solution will be vacuumed up from the floor after completion of a wall cleaning. Vacuuming will be done after each round of cleaning.
f. All floors must be wiped down from the farthest wall from the door. The cleaning of the floors must be down twice.
g. All baseboards shall be removed from the walls and washed down twice or replaced.
h. All ventilation ducts must have the face plates removed, must be vacuumed with a HEPA filter twice to at least arm's length, and shall be washed down twice. All furnace filters shall be replaced. If testing upon completion of cleaning reveals continued contamination levels, LWS shall apply an acceptable non-flammable spray epoxy sealant to the ventilation system to seal the system.
i. All refrigerators, dishwashers, and washing machines and dryers shall be removed from the unit and replaced. Hot water heaters and furnaces shall be washed down three times using the above protocols for washing surfaces.
j. All plumbing and fixtures that are porcelain, ceramic or stainless steel shall be washed down three times using the protocols in this section. Drains shall be snaked and cleaned with a baking soda compound followed by Simple Green on the third cleaning. All drain traps shall be cleaned thoroughly. Any fixtures that are not ceramic, stainless steel or porcelain shall be replaced.
k. All ceilings and walls will be painted with at least two coats of paint that includes a primer in the paint. Proper drying time shall be permitted between applications of coats of paint.
l. Upon completion of cleaning, all cleaning materials including towels and mop heads, and all safety equipment including gloves and coveralls shall be disposed of in plastic garbage bags. Safety goggles and rubber boots shall be cleaned using gloves and protective equipment during the cleaning of the items and stored for future use.

4. PROTOCOLS FOR REPLACEMENT OF FIXTURES, FLOORING, AND OTHER POROUS SURFACES IN THE UNIT.

a. In any room of the unit that tests at moderate to high levels of contamination, all porous surface items other than walls and ceilings shall be removed. This includes wood trim and baseboards, cupboards, countertops, sinks, mirrors, and fixtures. After removal, the area where these items were located shall be cleaned twice following the protocols set forth in Section 3 of this Procedure.
b. In any room of the unit that tests at mild contamination, porous surface items other than walls and ceilings shall be cleaned twice following the protocols set forth in Section 3 of this Procedure. Wood surfaces shall be primed and re-stained or repainted with two coats following cleaning. For sinks and bathtubs and toilets, fixtures shall be replaced.
c. Carpet in any unit testing positive shall be removed, the subflooring cleaned, and the flooring replaced.
d. For laminate flooring, flooring shall be removed, the subflooring cleaned, and the flooring replaced.

e. Any items not replaced shall be retested for contamination. If a retest results in a contamination level in excess of 0.00 ug/100cm^2 the material tested will be removed, the area cleaned, and the materials replaced.
f. Any sink or tub or other surface exhibiting evidence of chemical staining shall be replaced regardless of the testing level established prior to cleaning of the unit.

5. STANDARDS FOR ASSESSING CLEANUP AND REMEDIATION SUCCESS

a. Inspection Post-Clean up.

The Maintenance Supervisor is required to visually inspect the unit after cleaning is complete to ensure there is no evidence of remaining residues in the unit, and to ensure all required cleaning has been completed to standard. Once the unit has passed final inspection, and prior to installation of replacement materials and appliances in the unit, the Maintenance supervisor will arrange for proper re-testing of the unit.

b. Re-Testing Requirements.

The Maintenance Supervisor will ensure proper testing for methamphetamine is performed in all rooms of the unit. Testing will include floors, walls, and ductworks, and any remaining porous surfaces as determined by the testing lab and the Maintenance Supervisor. Testing protocol shall conform to the requirements of the testing facility and all applicable laws and guidance documents. If all tests come back at levels below 0.00 ug/100cm^2, the Maintenance Supervisor shall schedule the unit for renovation and rehabilitation. If any test comes back at levels above 0.00 ug/100cm^2, the Maintenance Supervisor shall arrange for re-cleaning in accordance with the standards set forth in the Meth Policy and arrange for removal of any surfaces determined to be unable to be cleaned to standards and replacement.

c. Cost of Cleanup.

The Maintenance Supervisor is responsible for ensuring al materials and labor are properly tracked. All costs of cleanup shall be billed to the tenant of record and the Maintenance Supervisor shall provide to the Occupancy Department a statement of costs at the completion of cleanup and renovation of the unit to ensure proper tracking of and billing of costs to the Tenant. 0 Red