

Policy G Personnel

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GAAA EQUAL OPPORTUNITY EMPLOYMENT

There will be no discrimination based on race, sex, age, color, religion, handicap or national origin, in hiring, placement, assignment, formal and informal training, promotion, layoff, recall and termination. The legal policy of Indian preference shall be followed.

GAB FRINGE BENEFITS

Fringe benefits will include:

- Unemployment Insurance
- Workman's Compensation
- Social Security
- Medicare

Other benefits available contingent upon funding:

- Health Insurance
- Life Insurance
- Retirement Plan

Other employee plans will be offered at the employees' expense:

- Supplemental Insurances
- Vision Plan
- Dental Plan

GAC STAFF INPUT

The Superintendent will be responsible for ensuring that employees are involved in the school improvement process.

GAD PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Superintendent will be responsible for coordinating the implementation of a Pre-service and In-service for all employees. Employees will, as a condition of employment at the School, be required to participate in the Professional Development each year. Individual professional development plans will be developed based on personal goal setting and school wide improvement goals. The Board may approve employee paid participation in professional development opportunities for employees within budget limitations prescribed by the Pierre Indian Board of Education, and if the training or conference participation by an employee is deemed to be beneficial to the overall institution. Leadership opportunities will be made available to encourage site-based management. Forty (40) hours of professional leave will be granted yearly to all employees working at least 30 hours per week.

GAE COMPLAINTS

The Pierre Indian Board of Education will provide employees with a specific process and procedure for resolving work-related complaints that are designed to:

1. Resolve employee complaints at the most immediate administrative level;

2. Limit overall disruptions to the delivery of services to students;
3. Ensure confidentiality and consistency regarding employees and application of policies and procedures;
4. Ensure due process for employees.

The Superintendent will be responsible for monitoring the Superintendent of policies and procedures regarding employee complaints and for ensuring equitable treatment of employees at the School.

A Complaint is the first level of expressing discontent. It is the policy of the school that employees bring their concerns about employment-related situations, such as work-related decisions, workplace rules, working conditions, or any other employment-related matter, to the attention of their supervisor. All employees will attempt to resolve their concerns at the lowest level whenever possible. If an employee feels their concern has not been addressed, that employee may file a complaint through a formal complaint procedure. All complaints will be addressed fairly and promptly.

A Complaint form and procedures for the form have been developed and are on file at the Administrative Office. All complaints will be filed with the Administrative Office on the approved form and according to the approved written procedures. It is the employee's responsibility to ensure that the form is filled out completely and that copies of all documents to be considered are in the packet submitted. No matter shall be considered as a complaint unless the applicable forms are filled out completely.

Specific steps to be followed in the processing of any employee complaints:

STEP (1): The employee is to complete a complaint form and meet with their immediate supervisor to discuss the complaint in an effort to resolve the difficulty. The supervisor will respond within three (3) working days.

STEP (2): If the employee is not satisfied with the decision of their supervisor, the employee will submit their written complaint within two working days to the Superintendent, with a copy to their immediate supervisor, the Superintendent will respond within three (3) working days. The Superintendent's decision is final. In the event that the Superintendent is the immediate supervisor of an employee who issues a complaint the written complaint will be submitted to the Pierre Indian Board of Education for further action.

GAEA DUE PROCESS

1. RIGHT TO A FAIR AND IMPARTIAL HEARING
 - A. The hearing must be fair and impartial. It is the responsibility of the school Superintendent to see that the hearing is fair.
 - B. Participants in the hearing may be limited to interested parties.
2. RIGHT TO COUNSEL
 - A. The employee may use any person as his/her counsel.
 - B. The employee is entitled to the services of an attorney, at his/her own expense, if he/she desires legal representation.
3. RIGHT TO CROSS-EXAMINE
 - A. The employee will have the right to confront the witness against him/her.

- B. The employee has the right to examine evidence to be used against him/her far enough in advance to enable him/her to prepare his/her defense. The employee must not be surprised with new evidence at the hearing.
- 4. RIGHT TO RECORD OF HEARING
 - A. The employee will be provided a copy of the hearing upon request.
 - B. The school must provide an accurate record of the hearing. There need not be a verbatim account of the proceedings.
 - C. Hearing records should be maintained for at least one school year.
 - D. In case of appeals, accurate accounts must be furnished to the office receiving the appeal.
- 5. RIGHT TO ADMINISTRATIVE REVIEW AND APPEAL
 - A. Employees may appeal adverse decisions of the school Superintendent within 5 working days of the decision to the Pierre Indian Board of Education.

GAEAA HEARING PROCESS

It will be the responsibility of the Superintendent to insure a fair and impartial hearing for any staff facing allegations which could result in suspension or termination.

1. Allegations must be made in writing within 72 hours of the incident. They must specify each occasion of violation, the date, and the allegation.
2. Within five (5) working days the Superintendent will arrange for a special meeting or a hearing panel which may be convened virtually.
3. The hearing panel will convene within ten (10) working days.
4. The employee must be given enough time to examine the evidence to be used against him/her to prepare a defense. If the employee feels they have not had enough time to prepare a defense, the chairperson may grant a reasonable postponement.
5. The employee has the right to be represented by law or legal counsel of his/her choice. Attorney's fees are to be borne by the employee.
6. The employee has the right to confront and cross-examine all witnesses against him/her and to procure witnesses on his/her behalf.
7. No employee shall be compelled to testify against himself/herself.
8. At all times during the hearing, the employee has the right to have their designee present.
9. The school must keep accurate written account of the hearing. Upon request, the employee will be given a copy of the hearing proceedings; including written findings of fact and conclusion in the case. The Hearing Panel will have a decision within five (5) working days.
10. The Superintendent will issue, in writing, all conclusions of Hearing Panel to the Employee, Supervisor and Personnel file.
11. If the Employee is not satisfied with the decision, they may appeal to the Indian Board of Education at the next regularly scheduled Board Meeting. The decision of the Indian Board of Education shall be final.

GAEAB GRIEVANCES

Grievances pertain to the contractual issues and processes. A suspension from duty without pay is considered a contractual issue. A written grievance form shall be submitted to the Superintendent within five (5) working days by the employee. The Superintendent will submit the grievance to the Indian Board of Education and a meeting will be scheduled within five (5) working days. The decision of the Indian Board of Education will be considered final.

GAEAC DEMONSTRATIONS AND STRIKES

Any disruption or interference of the operations of the school through violence, vandalism, seizure of any area of school property, sit-ins, walk outs, or other methods of disruption is prohibited. (Ref: JCEC)

GAEB PROHIBITION AGAINST RETALIATION

The Pierre Indian Learning Center strictly prohibits retaliation against any employee or student because he or she has made a report of any alleged form of harassment or against any employee or student who has testified, assisted, or participated in the investigation of a report. Retaliation includes, but is not limited to, any form of intimidation, reprisal or adverse pressure, including the accused discussing the allegations directly with the accuser except where, such discussion has been arranged and facilitated by the Superintendent. Retaliation is a violation of federal and state laws prohibiting discrimination and may lead to separate disciplinary action against the offender.

GAEC BULLYING

Staff will treat students and other staff with mutual respect. Bullying is prohibited. Incidence of bullying will be reported to Superintendent by victim or witnesses. Superintendent will conduct an investigation. Any employee or student in violation of bullying (JCAC) will be subject to disciplinary action. Bullying can be, but is not limited to: verbal, written, physical, gestures, looks, intimidation or harassment.

GAECA CYBER BULLYING

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 e-mail messages, instant messages, text messages, social media, 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.

Staff, who believe they have been victims (or witnesses) of such misuses of technology, as described in this policy, should not erase the offending material from the systems. A copy of the material should be brought to the attention of Superintendent.

In situations in which cyber bullying originated from a non-school device, but brought to the attention of the school staff, any disciplinary action will be based upon whether the conduct is determined to be severely disruptive of the educational process so that it markedly interrupts or severely 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 threats off school grounds, to harm a member of the school staff or a student.

Malicious use of school's computer system to develop programs or to institute practices that harass other users to gain unauthorized access to any entity on the system and/or change the components of an entity on the network is prohibited.

Disciplinary action may include, but is not limited to, the loss of computer privileges, suspension, or termination for verified perpetrators of cyber bullying. In addition, any kind of threat or hate crime will be reported to law enforcement.

GAECB COMPUTER USE POLICY

I. Introduction

The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) require schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This Pierre Indian Learning Center's Acceptable Network and Internet Use Policy (hereinafter "AUP") is intended to set forth the specific obligations and responsibilities of all users, including students and staff, who access the PILC's Network, and to ensure such use complies with the CIPA requirements.

"Network" is defined as any and all Pierre Indian Learning Center owned computers, servers, hardware or software, the PILC's local area network, wireless access points, the Internet, Internet 2, the PILC server, email, Google Docs, other forms of direct electronic communications or other communications equipment provided by PILC regardless of the physical location of the user. This AUP applies even when PILC provided equipment (laptops, tablets, etc.) is used on or off premises of School property.

II. Acceptable Use

The Network may be used only as a tool to support and advance the functions of the Pierre Indian Learning Center as well as its curriculum and educational programs. Access to the School's Network is a privilege and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the PILC's Internet Safety Policy and this AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the Pierre Indian Learning Center. Faculty and staff may use the Network primarily in support of education and research consistent with the educational objectives of PILC. Faculty and staff may access the Network for limited

personal use but not for any commercial or business use; however, such personal use may not violate any applicable rules and regulations or applicable administrative procedures or interfere with job performance. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

All members of the staff who wish to use the Network must sign this AUP whenever requested by PILC, to confirm that the staff person has read and understands this policy and agrees to abide by it. The AUP for students is included in the application materials.

III. Network Etiquette

Users are expected to abide by generally accepted rules of network etiquette (netiquette). These include but are not limited to:

- A. Be polite. Do not send or encourage others to send messages that are abusive or otherwise fall in the definition of Prohibited Use in Section IV.
- B. Use appropriate language. Remember you are a representative of PILC on a non-private network. You may be alone on a computer but what you write can be viewed around the world. Do not swear, use vulgarities or any other inappropriate language.
- C. All communications and information accessible via the Network should be considered private property that you cannot appropriate for your own use without appropriate attribution and consent.

IV. Prohibited Use

PILC reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

- 1) Violating any state or federal law or tribal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;
- 2) Criminal activities that can be punished under law;
- 3) Selling or purchasing illegal items or substances;
- 4) The unauthorized collection of email addresses (“harvesting”) of e-mail addresses from the Global Address List and other PILC directories;
- 5) Obtaining and/or using anonymous email sites; spamming; spreading viruses;
- 6) Circumvention of the PILC’s firewall to access blocked sites;
- 7) Disclosure of minors’ personal information without proper authorization;
- 8) Students’ disclosure of personal information such as the student’s name, address, phone number, password or social security number, to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites

- 9) Causing harm to others or damage to their property, such as:
 1. Using profane, abusive, or impolite language; threatening, harassing, bullying or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials;
 2. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
 3. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance;
 4. Using any PILC computer to pursue “hacking,” internal or external to PILC, or attempting to access information protected by privacy laws; or
 5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
- 10) Engaging in uses that jeopardize access or lead to unauthorized access into others' accounts or other computer networks, such as:
 1. Using another's account password(s) or identifier(s);
 2. Interfering with other users' ability to access their account(s); or
 3. Disclosing your own or anyone's password to others or allowing them to use your or another's account(s).
- 11) Using the network or Internet for Commercial purposes:
 1. Using the Internet for personal financial gain;
 2. Using the Internet for personal advertising, promotion, or financial gain; or
 3. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

V. Disclaimer

PILC makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the Network or accounts. Any additional charges a user accrues due to the use of the PILC's network are to be borne by the user. PILC also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of PILC, its affiliates, or employees.

GAED VIOLENCE IN THE WORKPLACE

Violence in the workplace occurs whenever anyone inflicts or threatens to inflict physical or emotional injury or discomfort upon another person's body, feelings or possessions in school, at school activities, or on school property. Workplace violence is prohibited. Employees who feel they have been threatened by violence will notify their supervisor who is responsible for conducting an investigation. Discipline procedures will be utilized up to and including,

suspension or termination.

GAAE STAFF WELLNESS

EMPLOYEE ASSISTANCE

A process to assist employees to resolve a wide range of personal problems that can have a negative effect on their job performance is available. All employees will be given an opportunity to request employee assistance, however any violation of employee code of conduct or habitual problems affecting their job performance will be addressed solely with the established policies governing disciplinary action.

DRUG FREE WORK PLACE

Pierre Indian Learning Center prohibits drug use, abuse, possession, or distribution according to regulations as established by the Drug Free Work Place Act.

Any location which school business is conducted, whether at this or any other site is declared to be a drug free work place.

1. All employees, including extra-duty and substitutes, are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled or misusing substances in the workplace (This includes tobacco usage.) An employee violating the above policy is subject to discipline, up to and including termination. Employees must notify the supervisor of medications used to include over-the-counter and prescribed.
2. Employees/substitutes and extra-duty employees and those individuals assigned to Pierre Indian Learning Center through employment opportunity programs are subject to pre-employment, random, reasonable suspicion, post-accident and baseline drug testing. Pre-employment drug testing is required for all new employees. Random testing requires that employees submit to a drug test on an irregular unannounced schedule. The random process will be administered by a professional service as determined by the Pierre Indian Board of Education. A random drawing of 10% of current staff will occur at least 3 times each school year. Reasonable suspicion testing occurs when there is a suspicion of drug use upon receipt of a signed written statement. A post-accident drug test is required when an employee is involved in an accident or injury while on the job. Baseline testing may be implemented for all employees when the drug testing policy has been amended or changed. Refusal to submit to a requested drug test, for any reason, subjects the employee to immediate disciplinary action, up to and including termination. Failure to appear and take the assigned test is considered another form of refusal, (as is appearing at the assigned place and time but leaving before the test is administered). If there are extenuating circumstances for missing the scheduled drug test then the Superintendent may allow for the re-scheduling without administering discipline.

Any employee that tests positive for any controlled substance shall be placed on Leave without Pay status pending review and action. If an employee disputes the accuracy of

the test or the propriety of the sample-handling procedure; this is a claim against the testing agency. The dispute must be filed by the employee within 2 working days of notification.

The employee remains on LWOP status during the dispute. If the dispute is found in favor of the employee the leave without pay will be refunded to the employee.

3. Any employee charged with violating any criminal drug statute while employed with PIERRE INDIAN LEARNING CENTER must inform the Superintendent of such charge(s) within five days. Failure to inform the Superintendent subjects the employee to disciplinary action, up to and including termination.
4. Any employee convicted of violating any criminal drug statute while employed with PIERRE INDIAN LEARNING CENTER is subject to disciplinary action, up to and including termination.

ALCOHOL USE AND ABUSE

School employees are held to a higher standard concerning alcohol and drug use since they interact with children and young adults.

The Board requests employees to exercise reasonable judgment regarding the use of alcohol. The Board requires employees to conduct their work free from the influence of alcohol.

Employees have the opportunity to request assistance regarding alcohol use, however any violation of employee code of conduct or habitual problems affecting their job performance will be addressed solely with the established policies governing disciplinary action.

Failure on the part of the employee to deal with alcohol abuse issues may result in disciplinary action including termination.

Any employee charged with any criminal alcohol violation while employed with PIERRE INDIAN LEARNING CENTER must inform the Superintendent of such charge(s) within five days. Failure to inform the Superintendent subjects the employee to disciplinary action, up to and including termination.

TOBACCO USE

With the exception of limited occasions for traditional use of tobacco, Pierre Indian Learning Center is a tobacco-free environment. Use of tobacco products of any kind, including electronic vapor devices, are prohibited in all visible areas of school property including building and grounds, parking lots, school-owned vehicles and at school sponsored events. Tobacco companies and organizations and users of tobacco products of any kind, including electronic vaping devices, will not advertise, promote, feature, sell or give away tobacco

products on school property.

Sign Requirements

Signs stating the policy will be clearly posted on the perimeter of the property, at all entrances, and other prominent places. No ashtrays or other collection receptacles for tobacco trash will be placed on the property when students are present on campus.

Compliance

Enforcement of this policy is the shared responsibility of all Pierre Indian Learning Center personnel. All employees are authorized and encouraged to communicate this policy with courtesy, respect, and diplomacy, especially with regard to visitors.

Incidences of tobacco, including electronic vapor devices, by employees and students, are documented for supervisory follow-up and managed according to school policy. Trends in the use of tobacco incidences at the school are evaluated to develop cessation strategies and opportunities.

Tobacco Cessation Opportunities

Pierre Indian Learning Center encourages all employees who use tobacco products of any kind, including electronic vapor devices, to quit. Tobacco cessation information is available from the South Dakota Quit Line's toll-free number 1-866-737-8487, or by visiting: <http://rethinktobacco.com/> ; <http://sdquitline.com/> ; <http://befreesd.com/> .

Seat Belt Policy

SD State and Tribal law requires the use of seat belts. All employees and passengers will use seat belts when using any school owned or leased vehicle (if equipped). Failure to comply will result in disciplinary action.

DOT Drug and Alcohol Policy

Pierre Indian Learning Center employees holding a CDL will abide by the DOT Drug and Alcohol guidelines and testing requirements.

GAEF EMPLOYEE CODE OF CONDUCT

Students deserve to be educated in the best environment possible and staff deserves to work in an effective environment. All staff will adhere to the Code of Conduct.

All Pierre Indian Learning Center employees will:

1. Report to work when your shift or contract day begins, ready for duty and remain ready for duty for the entire shift or contract day.
2. Comply with legitimate directives issued by a recognized source of authority.
3. Comply with established policy, routine or procedure relating to an employee's time on duty.
4. Be verbally truthful and honest regarding matters of interest to the Pierre Indian Learning Center Board.

5. Be truthful and properly use documents, data, recordings, blueprints, photographs, or other sources of information of interest to the Pierre Indian Learning Center Board.
6. Respect the personal rights of staff, students, external stakeholders or legitimate business of the school that is of interest to the Pierre Indian Learning Center Board.
7. Conduct yourself in a manner, whether on or off duty, that does not affect the ability of the employee to perform his/her job duties nor have a negative effect on other staff or students.
8. Maintain a safe and healthy environment, free from harassment, intimidation, bullying, substance abuse, and/or violence and free from bias and discrimination.
9. Preserve the confidentiality and dignity of each person, and
10. Maintain appropriate personal conduct, while on duty or off duty. Behavior that tends to bring discredit upon the name and image of the Pierre Indian Learning Center and/or a violation of background conditions for employment, or behavior that tends to create disruption and discord among staff, must be reported to Administration, and
11. Comply with all federal, state, tribal, county, city and Pierre Indian Learning Center Board laws, statutes, policies, regulations and procedures that prohibit conduct that could be construed as coercive, retaliating, harassing, intimidating, bullying, discriminating or threatening and as well as established operational routines and procedures.

GAF STAFF-STUDENT RELATIONS

Employees of the school will regard each student as an individual, will assist each student in their learning, and will treat each student with courtesy and consideration.

Employees will relate to students within guidelines established in the Code of Ethics portion of this policy manual (refer to GAEF, GBU). Failure to adhere to policies regarding staff-student relations will result in disciplinary action of the employee. Specific limitations in regard to staff-student relations include:

1. No employee will without just cause restrain students from independent action in their pursuit of learning.
2. No employee will without just cause deny student's access to varying points of view in the classroom.
3. No employee will deliberately suppress or distort subject matter for which they bear responsibility.
4. Employees will make reasonable effort to maintain discipline and order in the classroom and within the school system to protect the students from conditions harmful to learning, health, and safety.
5. Employees will conduct professional business in a way that does not expose students to unnecessary humiliation or disparagement.
6. Employees will accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping situation, national origin, or ethnic background.

7. Employees will be prohibited from exploiting a professional relationship with a student for private or personal gain or advantage.
8. Employees will keep in confidence information that has been obtained in the course of professional service, unless disclosure serves a professional purpose or is required by law.
9. Employees will maintain professional relationships with students in a manner that is free of vindictiveness and recrimination.
10. Employees will maintain professional relationships with students in a manner that promotes the self-esteem of the student.
11. Employees will be prohibited from fraternizing with students in an unethical manner, inclusive of, but not limited to the following situations:
 - a. Having a romantic or intimate relationship with students.
 - b. Contributing to the delinquency of students.
 - c. Violations of Tribal, State or Federal Laws and ordinances.
 - d. Providing overnight or other lodging of students without parental or legal guardian permission or knowledge (parental permission also required if a school-sponsored activity).
 - e. Providing of distribution of or consumption of alcohol/drug substances with students.
 - f. Inappropriate interactions with students on social networking devices and services. We discourage staff from interacting with students on social networking devices.
 - g. Other unethical conduct of the employee regarding this item as prescribed by community norms.

GAG SEXUAL HARASSMENT

Sexual harassment is illegal, unacceptable and is prohibited. No employee or student of the school may sexually harass another. Any employee or student will be subject to disciplinary action including possible termination for violation of this policy.

Definition- Any unwelcome sexual advance, solicitation of sexual activity by promise of rewards, coercion or threat of punishment, verbal sexist remarks, or physical sexual assaults constitutes sexual harassment. This conduct has the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile, or offensive employment or education environment regardless of intent.

Responsibility- School Superintendent, board members, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. All allegations of sexual harassment will be investigated. False allegations that are malicious or ill-founded may constitute libel or slander.

Complaints- Any employee who believes that he or she has been a subject of sexual harassment by a school employee, administrative person or Indian Board of Education member should report this incident immediately to the immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor. Students should report such incidents to the guidance counselor and/or the appropriate Superintendent. All reported incidents will be thoroughly

investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained. A complaint form must be completed.

Prohibition against retaliation Policy is applicable GAEB.

GAGA CONFLICT OF INTEREST

No school employee will engage in any outside activities or employment, which interfere with their ability to carry out their regularly assigned duties.

Employees are not permitted to have financial interests which conflict substantially with their official duties, or to engage in a financial transaction as a result of information obtained through their employment with the school.

Employees of the Pierre Indian Learning Center shall not be allowed to sell to the Pierre Indian Learning Center goods or services beyond those identified within their employment contract without specific prior approval of the Superintendent.

GAGB CONFLICT OF INTEREST (NEPOTISM)

To prevent situations in which conflict of interest regarding nepotism may arise; the following guidelines will apply to the selection of personnel by the Indian Board of Education for advertised position vacancies, as well as the assignment of personnel, and supervision of employees at the School:

1. PERSONNEL SELECTION:

Pierre Indian Board of Education members will excuse themselves from personnel interviewing, selection, or disciplinary action in the event the individual being interviewed, being considered for employment, or if an employee is initiating grievance procedures, or being considered for disciplinary action is an immediate relative of a Board member. By this definition an immediate relative is defined as father, mother, son, daughter, brother, sister, husband, wife, corresponding in-laws and hunka relatives. Minutes of the Board will reflect that the related Board member excused themselves from the meeting in which these items are being considered.

2. PERSONNEL SUPERVISION:

The Board will not assign the direct supervision of any employee to a relative as defined in (1) of this policy.

It is the policy of the Pierre Indian Learning Center to minimize the opportunity for collusion, theft, and favoritism. Thus, members of the same household shall not participate in any financial or personnel transaction, where there may be the appearance of impropriety. Neither member of the household may countersign any transaction document signed by another member of the same household. Close relatives shall not participate in any transaction (financial, hiring, supervisory or otherwise) where there will be an appearance that the transaction has been influenced by the relationship. Further, close relatives will not be placed in positions where they work with or have access to sensitive or confidential information

regarding other close relatives, or if there is an actual or apparent conflict of interest.

For the purpose of this policy “spouse” means those employees having a legal marital relationship and employee involved in relationships characterized by the permanence, duration and stability normally associated with marriage.

Fraternization occurs when relationships grow beyond friendship. When this happens then the situation will be brought to the immediate attention of their Supervisor. If at all possible, one of the employees shall voluntarily apply for another position or discuss with Supervisor how to remedy this situation.

GAH STAFF-COMMUNITY RELATIONS

Staff members are considered to be a part of the community in which they work and are encouraged to actively involve themselves in community activities. Staff will refrain from community involvement activities which create a conflict with policies of the school or which may result in a conflict of interest or reduction in employee performance.

GAHB STAFF POLITICAL ACTIVITIES

Staff can be involved in political activities as long as it does not hinder their job performance or conflict with school policies.

GAIA SOLICITATIONS OF/BY STAFF MEMBERS

Employees will not sell, solicit for sale, advertise for sale merchandise or services or organize students for such purposes without the approval of the Superintendent. No organization may solicit funds from employees or may distribute flyers related to fund drives through the schools without the approval of the Superintendent. In recognition and support of local custom, those gifts given as part of community activities or in exercise of cultural customs, (e.g., funeral giveaways) are allowed.

GAK PERSONNEL RECORDS

A personnel file will be maintained for each employee of the School, with access limited to the Superintendent or a designee, the individual employee, and the Administrative Office. The Administrative Office will be responsible for personnel file maintenance. It is the responsibility of the employee to submit their appropriate documents to the personnel manager. Contents of the personnel file may include but are not limited to:

1. Application for employment or letter of application
2. Training for employment or letter of application
3. Transcripts, resume credentials/diploma (to determine base degree, when moving lanes on Teacher Salary Scale, or up a level on Classified Scale)

4. Health examination certificate (Bus Drivers Only)
5. Employment Contract
6. Evaluations
7. Personnel Actions
8. Other documents as deemed necessary

All personnel records will be considered confidential as per the Privacy Act. They will not be open for inspection by unauthorized personnel. Ordinary employee information available to the public will be limited to the name of employee, the assignment, and the dates of employment.

An employee will have the right to examine his/her personnel file at any reasonable time and must be accompanied by the Superintendent designee, although the Pierre Indian Learning Center reserves the right to remove certain sensitive documents. Copies of any materials in the file will be at the employee's expense.

The following types of documents may not be part of an employee's general personnel records and may not be accessible to employees:

- A. Pre-employment reference information telephone notes, and memoranda secured from the employee's prior employers
- B. Records relating to investigations of policy violations, prohibited conduct, or criminal offenses
- C. Documents developed or prepared for use in grievance or court procedures
- D. Documents related to staff planning or business planning

No material which could lead to a disciplinary action or poor performance evaluation will be entered into the employee's file unless the employee has first received a copy of the material and has had the opportunity to respond.

If an employee believes materials in the file are erroneous, obsolete, or otherwise inappropriate, the employee may request that the Superintendent remove such material, in writing.

GAL SALARY DEDUCTIONS/DIRECT DEPOSIT

The school can make salary deductions for required federal or other taxes, employee share of fringe benefits, School debits (lunch ticket or other), child support court orders, deductions required as garnishment due to legal judgment through Tribal Court, and any IRS levy.

GBA COMPENSATION GUIDES AND CONTRACTS

Salary and Wage Rates: Employee salary will be based upon rates approved by the Pierre Indian Board of Education, within budget limitations. One to three years of experience will be considered on the Classified Wage Scale, and up to five years of experience will be considered on the Teacher Salary Scale, if the experience is of similar nature.

Contracts: The Superintendent will be responsible for the issuance of Professional contracts based on approval of the Pierre Indian Board of Education, and within a format approved by the Pierre Indian Board of Education. The Pierre Indian Board of Education will determine annually: Employee renewal and non-renewal timelines, wage rates and salaries, contract and wage agreement, special provision (contingent upon funding; probationary period; other appropriated items) for employees, types of and conditions regarding employee leave, timelines for the acceptance or non-acceptance of contracts and wage, fringe benefits for employees, position description updates and revisions, employee contract duration and other considerations regarding conditions of employment evaluation, etc.

The Superintendent will be responsible for consulting with the Pierre Indian Board of Education and employees regarding conditions of employment. All employees will sign a contract, which specifies the dates of school days in session, within a school or work term approved by the Board, and will be responsible for completing the conditions of the contract. Failure of an employee to accept and return a contract or wage agreement issued by the Pierre Indian Board of Education in the time specified will result in the offer of employment being revoked.

The Pierre Indian Board of Education will approve pay period schedule, which is consistent with the overall budget and funding timelines. No salary advances are allowed. No overtime will be paid without prior approval from the Superintendent. There will be no early payroll checks given.

Teachers' Contract Voluntary Termination:

The Superintendent/Indian Board of Education must approve all resignations or requests for separation from duty. Certified personnel must provide a minimum of 30-day notice. Failure to provide adequate notice to the Superintendent/Indian Board of Education or non-acceptance of resignation or separation request may result in a Board request of certification revocation and/or a penalty. Any Professional staff member who breaks a signed contract may be penalized according to contract. A certified teacher unilaterally resigning from a contract, if the resignation is after May 1st, the liquidated damages shall be Five Hundred Dollars (\$500); resignation after July 1st, Two Thousand Dollars (\$2,000). If the resignation is accepted, no damages shall be imposed. Pierre Indian Learning Center reserves the right to waive all liquidated damages and seek suspension of the teacher's certificate as provided in SDCL Ch. 13-42.

GBA COMPENSATION GUIDES AND CONTRACTS

At Will Employment: All non-exempt staff employed by the PILC are considered At Will Employees. The Superintendent will be responsible for issuance of At Will Employee Letters of Intent based on approval of the Pierre Indian Board of Education and will determine annually: Employee renewal and non-renewal timelines, wage rates special provision (contingent upon funding; probationary period; other appropriated items) for employees, types of and conditions regarding employee leave, timelines for the acceptance or non-acceptance of letters of intent and wage, fringe benefits for employees, position description updates and

revisions, and other considerations regarding conditions of employment evaluation, etc.

The Pierre Indian Board of Education will approve pay period schedule, which is consistent with the overall budget and funding timelines. No salary advances are allowed. No overtime will be paid without prior approval from the Superintendent. There will be no early payroll checks given.

Timekeeping:

An exempt employee is a salaried employee whose primary duty is of the educational profession, supervisory or Superintendent whom is exempt from minimum wage and overtime provisions. Exempt employees will be classified as such according to their level of education and area of responsibility.

An hourly employee is an employee that is guaranteed “time and a half for overtime”. Overtime is not permitted unless the overtime is prior approved by the Superintendent. It is required for employees themselves to clock in and out each work day. Time will be computed on the quarter of the hour basis (i.e., if employee is 1-15 minutes late then time is deducted in 15-minute increments). Gross pay will be computed on actual time recorded on the time card/sheet during employees’ designated work schedule.

Direct Deposit: All contractual employees will be paid by direct deposit.

Distribution of Payroll: Direct Deposit notices will be sent electronically. Checks can be picked up from the Administrative Office on payday.

GBB PERSONNEL POSITIONS

The Superintendent will be responsible for the development of position descriptions for all employees of the School, for review by the Board. The Board will approve all positions and position descriptions. Job descriptions will be provided to each employee for review and signature.

All employees will be required to sign a position verification form twice per year.

GBBA QUALIFICATIONS

1. The PILC will adhere to PL 101-630: Indian Child Protection and Family Violence Prevention Act the and PL 101-647: Crime Control Act as well as the corresponding background check and adjudication process associated with the Indian Self-Determination and Education Assistance Act. (See Section GBDA)
2. Any employee required to be certified (teacher, Superintendent, counselor, coordinator, other) will be required to submit a copy of their appropriate certificate to the Human Resources Technician for the placement into the employee's personnel file. The Superintendent may suspend salary payment of any employee who is required to have a

certificate on file and has not provided one. Failure of certified employees to submit a certificate is cause for termination of employment.

3. The Pierre Indian Board of Education may request provisional certification for an employee required to be certified for their role when, in their best judgment, the employee possesses the skills, competencies, and experiences. However, this request will be made only when the Board is unable to acquire a fully qualified employee for the position following advertisement of the position vacancy for two weeks. The Board will not be responsible for request for re-issuance of a provisional certificate for the subsequent term, nor is the Board obligated to provide payment to the employee for program completion required to meet additional provisional certification requirements.
4. The Pierre Indian Board of Education may require on-going educational participation by an employee as a condition of employment in the event that participation will eventually result in the employee meeting educational degree requirements for their position, or in increasing their competency in their current or anticipated position.

GBC PERSONNEL RECRUITMENT

1. **ADVERTISEMENT:** All position vacancies at PIERRE INDIAN LEARNING CENTER will be advertised locally and regionally. Position vacancies must be approved by the Board. The Board may re-advertise position vacancy until the position is filled.
2. **REINSTATEMENT:** The Pierre Indian Board of Education may reinstate employment of a prior term employee, to a similar position vacancy that occurs, if the employee was, during the previous year, laid-off from their employment due to funding limitations and if the employee was at the time of lay-off in good standing. An employee terminated may not apply until one (1) year after termination.
3. **INTERVIEW:** No new applicants of Pierre Indian Learning Center will be employed without completion of personal interview with an interview panel. The interview panel will recommend applicants for hire to the Pierre Indian Board of Education. Applicants may be ranked for the filling of the position vacancy. It is at the discretion of the board if interviews will be conducted for individuals for whom promotion, transfer or re-instatement is being considered.
4. **EMPLOYMENT PREFERENCE:** The Board will consider Indian preference and Veteran's preference in employment when considering employee selection at the school. Preference will be considered and granted if applicants are considered of equal education, experience, or skill background.
5. **NOTIFICATION OF APPLICANT STATUS:** The Administrative staff will notify applicants of their non-selection for a position within two weeks following the selection of an applicant.
6. **NON-DISCRIMINATION:** All applicants will be considered on the basis of the needs of the school, and the merits and qualifications of the applicants. There will be no

discrimination with regard to applicant age, race, national origin, color, creed, and disability, status with regard to public assistance, marital status, sex, or religion. Indian preference will be adhered to.

7. **APPLICATION REQUIREMENTS:** New applicants for positions are required to submit the following information prior to consideration for employment. Failure to provide a complete application may result in non-consideration of the applicant for employment:
 - a. Pierre Indian Learning Center application form
 - b. Resume as requested for Professional Staff
 - c. Official transcript of college course work and certifications as requested
 - d. Three letters of references as requested
 - e. The school maintains applicant files for one year. Once an applicant has been selected and contracted for employment their application remains in their personnel file.
 - f. A background check is required.
 - g. Certification of Degree of Indian Blood if applicable
8. **EMPLOYEE RECOMMENDATION FOLLOW-UP:** The Superintendent will request additional information as needed. The information acquired will remain confidential, and may only be presented to and discussed by the Board. Those individuals submitting employment recommendations for applicants may also be contacted regarding the applicant's potential performance capabilities and other appropriate information. This information will also be confidential. Other appropriate agencies may also be contacted to acquire additional information regarding the suitability of an applicant for employment.
9. **RECRUITMENT OF NATIVE AMERICAN INSTRUCTIONAL STAFF:** The Pierre Indian Board of Education will strongly recruit Native American Instructional Staff through various strategies to promote individual incentives and enhance the cultural learning environment. Use of "Grow Your Own Programs," advertisement of position vacancies to Native American periodicals, and other means of recruitment and promotion will be considered.

GBCC INTERNAL JOB POSTINGS

Purpose

The purpose of the job posting policy is to ensure all employees are aware of open positions and have the opportunity to apply for those for which they are qualified. The Pierre Indian Learning Center believes in promoting from within when possible and is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices in compliance with all applicable laws. We provide equal employment opportunity to all applicants and employees.

Scope

This policy applies to all PILC positions. The Board of Education for the PILC may elect not to post certain positions when legal and nondiscriminatory.

Job Postings

Once an open position is approved for recruitment, the Human Resources Technician will generate job announcements electronically and post announcements in designated areas within PILC departments. Appropriate external recruitment sources will vary depending on the vacancy and will be determined by the HR Technician in conjunction with Administration.

The position will be posted internally for five business days. In some cases, external recruiting may take place simultaneously to expedite the process as hiring needs require.

Each job posting will have a closing date by which time a transfer request must be received to be considered for the position.

Eligibility

To be considered for an open position, you must:

1. Have worked for the Pierre Indian Learning Center for at least 12 months and have been in your current position for at least six months.
2. Have received a rating no lower than “meets expectations/satisfactory” on your most recent performance review and must not currently be on a performance improvement plan.
3. Meet the minimum requirements for the job and be able to perform the essential functions of the position.
4. Submit a transfer request/letter indicating interest in the position to the HR Technician by the closing date as stated in the posting.

All internal applicants will receive notice from the HR Technician as to whether they will be interviewed for the position. Although you are not required to notify your supervisor that you have applied for the position, the supervisor will be notified should you become a final candidate. If hired for the position, the current and new supervisor will work together to determine an appropriate transfer date. Current employees who submit a transfer request for an advertised job vacancy will be notified by the Superintendent within three days regarding their status of being selected or not selected for an interview.

GBD HIRING

The Board will approve for hire all Professional Staff. The Superintendent will approve for hire all At Will staff. All candidates will be considered on the basis of the needs of the School and qualifications. The applicants may be ranked for the filling of the position vacancy. Upon selection, Superintendent will notify the applicant within two weeks.

The Indian Board of Education will make final selection of all school positions, after hearing recommendations from the Superintendent. All candidates will be considered on the basis of the needs for the School and qualifications. The applicants may be ranked for the filling of the position vacancy. Upon selection, Superintendent will notify the applicant within two weeks.

The following will be utilized as a guideline for offering contracts:

- Teaching Staff/ Special Education Director—Prior to April 15
- Principal, Residential Director, Food Services Director, Health Services Director (School Nurse)—Prior to April 30
- Para Educators/Support Staff/Residential Staff (Including Wing Managers)—Prior to April 30
- Superintendent, Business Manager, Facilities Director, Facilities Staff, Business Office Staff—Prior to May 30

GBDA BACKGROUND

It is the policy of Pierre Indian Learning Center to perform pre-employment background checks on all employees, volunteers and substitutes. The Indian Child Protection and Family Violence Protection Act, as amended, requires that tribes and tribal organizations receiving federal funds under the Indian Self-Determination and Education Assistance Act conduct national criminal background investigations of prospective employees who will occupy positions having regular contact or control over Indian children. The purpose of performing these checks is to determine and/or confirm the qualifications and suitability of applicants and employees for the particular position for which they are being considered. The school will only employ those individuals that meet the standard of character according to P.L. 101-630: Indian Child Protection and Family Violence Prevention Act and P.L. 101-647: Crime Control Act.

Specifically, Section 408 of P.L. 101-630 of the Indian Child Protection and Family Violence Protection Act requires that organizations:

1. Compile a list of all authorized positions that duties and responsibilities involve regular contact with, or control over, Indian children;
2. Conduct an investigation of the character of each individual who is employed, or is being considered for employment in accordance with 23 Code of Federal Regulations Subpart 63 guidelines;
3. Ensure minimum standards of character are met for each individual being considered for a position; and
4. The minimum standards of character shall ensure that none of the individuals appointed to positions covered by the list described in item 1 about, have been found guilty of or entered a plea of nolo contendere (no contest) or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children.

Furthermore, Section 231 of P.L. 101-647 of the Crime Control Act of 1990 requires background investigations of “individuals involved with the provision of children under the age of 18 of child care services.” Child care services is defined in the Crime Control Act as “child protective services, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), foster care, residential care, recreational or rehabilitative programs, and detention, correctional or treatment services.”

P.L. 101-647 mandates:

1. All existing and newly-hired employees undergo a criminal history background check within prescribed time limits;
2. Employment applications shall contain a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and if so requiring a description of the arrest or charge;
3. Obtain signature of the employee or prospective employee indicating that the employee or prospective employee has been notified of the employer's obligation to require a record check as a condition of employment and the employee's right to obtain a copy of the criminal history report made available to the employing organization and the right to challenge the accuracy and completeness of any information contained in the report;
4. The results of the background check shall be communicated to the school; and,
5. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee involved in the provision to children under the age of 18 of child care services. Conviction of a crime other than a sex crime may also be considered if it bears on an individual's fitness to have responsibility for the safety and well-being of children.

Procedure:

1. Applicants will be required to sign appropriate authorizations and consents prior to performing any background checks.
2. The school relies on the accuracy of information on the employment application. Any misrepresentations, falsifications, or omissions in any employment information may result in no further consideration for employment. Applicants who fail to disclose accurate and complete information regarding any substantial negative history of criminal convictions may not be considered suitable for hire. The school will also comply with all applicable tribal, state and federal laws to ensure candidates are not discriminated against because of negative history of convictions. The results of the background check will only be used for the purpose of determining an individual's suitability for employment while maintaining strict confidentiality. Individuals that provide false or misleading information in their application and/or authorization may be eliminated from any further consideration.
3. Prior to taking any adverse action, notices will be sent to the applicant along with the contents of the background check results that were considered adverse. The applicant will be given the opportunity to clarify any adverse findings.
4. A determination of suitability of employment will be made for each applicant. The school does not automatically disqualify any person from hiring due to a criminal record.
5. Each determination will be adjudicated by the Pierre Indian Learning Center Board. The decision of the Pierre Indian Board of Education is final.
6. All offers of employment are contingent upon successful completion of the background checks. Probationary Employees waiting upon results of a background check may only work if they are in the direct line of sight and under the direct supervision of an individual with a current and satisfactory background check. The supervised Probationary Employee awaiting results of the background check's name will be checked against the Sex Offender Registry.

Unless required by law, no documents related to criminal background checks will be released and none of the information contained in such documents may be shared with persons other than those that need to know such information. All records generated or received on each candidate relating to the criminal background check are considered confidential and will be kept in a secure area.

All background information is the property of Pierre Indian Learning Center and will not be duplicated or sold to the applicant or another entity.

GBDB SEX OFFENDER VISITATION

Registered Sex Offenders (RSO) are not allowed within 500 feet of any school; however there are limited exceptions when a RSO may need to visit Pierre Indian Learning Center for a legitimate purpose. RSO may be the parent, step-parent or legal guardian of an enrolled student at Pierre Indian Learning Center. Pierre Indian Learning Center will take all precautionary measures to operate in accordance will work closely with the National and South Dakota Sex Offender Registry Office to maintain the safety of staff, students and general public while maintaining the integrity of situations that may occur in relationship to hosting a RSO. Under no circumstances is a RSO allowed on school premises without first contacting the Pierre Indian Learning Center Administration Office. These are the steps that must be followed prior to a school visit:

- a) The RSO must contact the Pierre Indian Learning Center, three (3) days in advance prior to entering school property/campus or school event.
- b) Pierre Indian Learning Center will designate a Monitor to escort the RSO for the full duration of their visit. A RSO will be restricted to certain areas of school property; failure to adhere to the guidelines specifying the areas of the school the RSO will be found as Failure to Comply. RSO may have access to the cafeteria restroom only or the alternative outdoor facility.
- c) The RSO is required to take the most direct path to the school event. The RSO must only be in attendance 5 minutes prior and 5 minutes after the event.
- d) At any given time Pierre Indian Learning Center may prohibit any RSO from being on campus.

GBE PERSONNEL ASSIGNMENT

Teachers and other staff will be assigned to specific duties and grade level placement according to their certification and/or training by the Superintendent.

GBF ORIENTATION

General employment orientation will be provided to employees upon hire. Individuals assigned to Pierre Indian Learning Center through employment opportunity programs will be oriented according to applicable orientation procedures. Supervisors will provide specific orientation to new employees assigned to their area. Mentors will be designated for all new teachers according to mentorship plan.

GBG PROBATION

All new employees will be considered to be on probationary status for a period of 90 days from the first day of employment (or prorated according to the terms of the contract). The Board or the Superintendent may choose to suspend or terminate an employee at any time during their probationary period without providing reason. The Board can extend the probationary period up to 30 days. Employee evaluation must be completed and submitted prior to accessing of personal or annual leave benefits.

GBH SUPERVISION

Each employee will be notified as to their immediate supervisor at the onset of their employment. Responsibilities of the supervisor will include time and attendance, evaluation, technical assistance, consultation, assistance in planning, assistance in problem-solving and conflict resolution, identification of professional development needs and resources, assistance in material and supply acquisition, approval/disapproval of leave according to procedures set by the supervisor, and other duties.

GBI EVALUATION

Formal evaluation will be made by the Superintendent or other authorized administrative personnel, using evaluation procedures recommended by the Superintendent, and approved by the Board. The evaluation will be completed by supervisors, and will consist of the assessment of employees in areas such as quality of work; teamwork with other staff, community and students; initiative; dependability, etc., and in comparison of work performance to position description

Evaluation Process of At Will Staff

A. Employee within first (1) year of Employment at Pierre Indian Learning Center

All supervisors will be responsible for conducting a minimum of (2) employee formal performance evaluations for each employee for whom they provide direct supervision, utilizing a format and process approved by the Board, within the following requirements:

1. Probationary performance evaluations will be completed prior to completion of probation period.
2. Second formal performance evaluation completed at least within one month prior to contract issuance of each school term.
3. Results of formal performance evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
4. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.
5. Evaluation timelines will be adjusted for staff hired in the mid contract year.
6. Employees with a plan of improvement will be evaluated according to the aforementioned procedure.

B. Employee with two to more years of employment at Pierre Indian Learning Center

All supervisors will be responsible for conducting a minimum of one annual performance evaluation for each employee, for whom they provide direct supervision, utilizing a format and process approved by the Board, with the following requirements:

1. The formal evaluation to be completed by the sixth month of employment.
2. Results of formal performance evaluations will be considered in part as criterion for employment in subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.

Evaluation of Professional Staff

A. Probationary Educator (1-2 years PIERRE INDIAN LEARNING CENTER experience) or Educator on Plan of Assistance

Superintendent/Designee will be responsible for conducting a minimum of two formal performance evaluations for each employee for whom they provide direct supervision utilizing a format and process approved by the Board.

1. The first evaluation must be completed within the first ninety days of employment.
2. The second evaluation must be completed prior to March 15.
3. Results of evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.
4. Employees hired in mid contract year will have evaluation timeline adjusted.

B. Continuing Professional Educator (2 or more 4 years of experience)

Superintendent/Designee will be responsible for conducting a minimum of (1) formal performance evaluation for each employee for whom they provide direct supervision utilizing a format and process approved by the Board with the following requirements:

1. The evaluation must be completed prior to March 15.
2. Results of evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.
4. Employees hired in mid contract year will have evaluation timeline adjusted.

GBKA LAY-OFF (REDUCTION-IN-FORCE)

The Pierre Indian Board of Education may lay-off an employee due to budget constraints or other conditions which impede the Board's ability to meet employee contract obligations as to salary payment; an employee that is laid-off due to this type of situation will have priority in subsequent position vacancies for which they are qualified.

The Pierre Indian Board of Education will have the authority to implement reduction in force actions in the event of budget limitations; reduction-in-force actions will be implemented in consultation with staff in an effort to not diminish services to students or impede the on-going operation of the school and its programs. Considerations to be viewed in this type of action include:

1. Basic services required for school operations.
2. Particular reductions in funding resources.
3. Length of service to the School and its students.
4. Positions required meeting accreditation, programming and contracting requirements.

GBKB SUSPENSION/SEPARATION

It is the responsibility of employees in administrative and supervisory roles to administer policies in an equitable and consistent manner for any violations of policy or procedure by an employee for which they provide immediate supervision. These procedures have been established by the Pierre Indian Board of Education to ensure the effective operation of the School for the benefit of the students, and to assure all employees of fair treatment.

In instances, where employee performance is not consistent with Pierre Indian Learning Center policies and procedures, and are not included under the definition of serious misconduct (such as: Failure to carry out duties, repeated tardiness, insubordination, and other similar performance issues), the following procedure will be initiated in an effort to improve employee performance by the supervisor:

Conflict Resolution. It is the intent of this procedure to improve performance through conflict resolution at the lowest administrative level; the procedure is: Informal Discipline: Oral Warning. Written Warning, Formal Discipline: Official Reprimand, Suspensions, Dismissal.

The Superintendent will have the authority to immediately suspend an employee from their duties in the event of employee repeated violation of Pierre Indian Learning Center policy (progressive discipline as set forth in code of conduct), serious misconduct, or performance issues that interfere with operations of the school. If deemed appropriate, the Superintendent will recommend a hearing with the Board to review the matter for determination of any additional disciplinary action, or possible termination of employment at the School.

Behaviors or acts, which constitute misconduct, may include but are not limited to:

1. Missing work without reporting in and acquiring leave approval.
2. Use of alcohol or drugs on the job or at school-sponsored activities.
3. Distribution or selling of alcohol, drugs or other substances.
4. Physical assault of a student, employee or other individual at the School.
5. Failure to report child abuse or neglect.
6. Failure to use established complaint procedures in working toward a resolution of conflict/complaint.
7. Failure to adhere to policies regarding staff-student relations.

8. Conviction of a felony.
9. Immoral conduct as judged by community standards.
10. Repeated gross inefficiency and failure to perform duties after reasonable written notice.
11. Repeated failure to follow established policies and procedures of the Board after reasonable written notice.
12. Theft, misuse or embezzlement of school funds, and property.
13. Falsification or misrepresentation of information for which an employee bears responsibility.
14. Failure to provide adequate supervision of students which results in physical or emotional injury to a student, consistent with the intent of child protection laws.
15. Use of corporal punishment or physical force with students as a disciplinary measure; use of verbal abuse (name-calling); swearing or other non-professional communications in dealing with students.
16. Miscommunication regarding the school, students or employees of the school which results in an intentional and purposeful disparagement of the school, students, or employees of the school; this is especially true in public expressions as an employee of the School.
17. Communication of confidential information regarding students or employees of the school which was expressed in confidence and personal matters.
18. Public non-support of the School in matters pertaining to situations, grievances, complaints, and non-use of appropriate procedures to process concerns that result in disruption of normal school activity, professional relationships, and overall school environment.
19. Inability or failure to adhere to conditions as stated in performance improvement plan.
20. Insubordination to supervisor or unduly disrupting the moral of the department.

If an employee does not agree with a suspension action, they must follow established grievance procedures. Employees in probationary status are subject to suspension and/or termination according to probationary policy GBG.

GBL TENURE

There is no tenure or provision of tenure at the school. Contract renewal or non-renewal will be based on current term performance for all employees at the school, for each annual contract term.

GBN SEPARATION (TERMINATION)

Notification of termination will be given to the employee in writing by their immediate supervisor with a copy provided to the Superintendent. The Superintendent may dismiss an At Will employee effective immediately. Notification to Contractual Employees of termination will be given to the employee in writing by the Superintendent and a copy provided to the Indian Board of Education Board Chairperson.

If the Contractual Employee contests the termination the grievance policy will be followed. Probationary employees will refer to policy GBG and are not required to be provided

reason/cause for termination.

The meeting will be in executive session of the Board unless both the Board and the employee requesting such meeting agree that it will be open to other persons or to the public.

An employee terminated may not apply until one (1) year after termination.

GBO RESIGNATION

The Superintendent/Indian Board of Education must approve all resignations or requests for separation from duty. Professional personnel must provide a minimum of 30-day notice. Failure to provide adequate notice to the Superintendent/Indian Board of Education or non-acceptance of resignation or separation request may result in a Board request of certification revocation and/or a penalty. Any Professional staff member who breaks a signed contract will be penalized up to 10%.

At Will Employees wishing to resign their position at the School shall provide the Superintendent with a minimum of ten working day notice of separation.

GBQ RETIREMENT BENEFITS

The school contributes to a retirement program as a benefit for regular employees.

First Year Employee – The Pierre Indian Learning Center contribution will be at 4% with contributions being accrued for one calendar year period. Contributions will be paid into the employee retirement account 30 days after completion of the probationary period and upon completion of enrollment paperwork.

GBRAA APPEARANCE

Employees are expected to be well groomed and neat in appearance at all times. Employees may be sent home (leave without pay may apply) if they report for work with unprofessional appearance such as visible black eyes, hickeys, inappropriate clothing (according to standard of position) or any other appearance deemed unacceptable by the Supervisor/Superintendent.

GBRB TIME SCHEDULES

The Superintendent/Supervisor will establish the time schedules as needed.

GBRC STAFF INTERNET USAGE

Staff will abide by the Internet Usage agreement. See Addendum.

GBRD STAFF MEETINGS

Staff meetings will be regularly scheduled according to the needs of the school.

GBRE EXTRA DUTY

Each staff member agrees to assume his or her share of duties incidental to the programs of the school, including extra-curricular and co-curricular activities and community activities as assigned by the Superintendent/Supervisor. Roles, responsibilities and compensation will be stated within the extra duty stipends/FSLA and will be approved by the Superintendent. Failure to successfully complete the duties of the extra duty contract will be referred to the Superintendent/Supervisor for action.

GBRF EXPENSES

Employees who are authorized to travel will be reimbursed for other expenses when appropriate as approved by the Superintendent. Authorization for such travel reimbursement must be obtained in writing from the Superintendent prior to incurring such expenses.

GBRG EMPLOYMENT OUTSIDE OF THE SCHOOL

Employees will not engage at any time in any employment that would interfere with their effectiveness in performing regular assigned duties. Employees will not be employed or involved in any private business during the hours necessary to fulfill appropriate assigned duties. Employees will not engage in employment that is in conflict of morals or ethics as judged by community standards.

GBRGB TUTORING FOR PAY

Teachers will not receive money for tutoring any student. The school provides an extended school day program, which allows for extra tutoring as scheduled. Staff are allowed to be compensated for special projects such as reading and math clinics, as approved by the Superintendent and Pierre Indian Board of Education.

GBRIA ANNUAL (PAID) LEAVE

All unused annual leave up to 240 hours may be carried over to the next year. Leave in excess of 240 hours will be bought from the employee at their regular hourly rate on the next regular payroll upon successful completion of a request. The Employee has the option to sell back annual leave at their hourly rate during the year on the next regular payroll upon successful completion of a leave request.

1. Twelve (12) month employees will accrue annual leave as per the following schedule:
 - a. For the first three (3) years of employment, employees will accrue annual leave at the rate of four (4) hours every two (2) weeks.
 - b. For years of employment four (4) through fifteen (15), employees will accrue annual leave at the rate of six (6) hours every two (2) weeks.
 - c. For years of employment sixteen (16) and above, employees will accrue annual leave at

the rate of eight (8) hour every two (2) weeks.

2. Requests for annual leave must be approved by the employee's immediate supervisor prior to taking annual leave.

If leaving in good standing, employees will be paid up to half of their annual leave balance at the time of separation of employment at their regular hourly contract rate.

In any other situation the employee will not be compensated for unused leave.

New employees will be allowed to use their accrued annual leave upon the successful completion of probationary period.

GBRIAA PERSONAL LEAVE

Regular full-time employees (twelve [12] month, two thousand eighty [2,080] hours) and school-year (one thousand six hundred [1,600] hours) are entitled to earn personal leave benefits. Regular full-time school employees shall earn up to twenty-four (24) hours per school year; twelve (12) month employees shall earn up to forty (40) hours of personal leave, and ten (10) month employees shall earn up to thirty-two (32) hours of personal leave. Personal leave is to be used to conduct business that must be conducted during the course of a normal working day. All personal leave must be requested three (3) working days in advance and approved by the supervisor. Personal leave is not accumulative. Any employee who uses all of the employee's personal leave and then voluntarily terminates employment will have a prorated amount of the personal leave used deducted from the final pay check. Involuntarily terminated employees forfeit all personal leave. All new hires during the year will receive personal leave based on their actual on-the-job time.

Personal leave may not be taken during the first three weeks of class **or** the last three weeks of class. Special circumstances may apply and approval will be at the discretion of the supervisor. Personal leave does not have monetary value.

GBRIB SICK LEAVE

Sick leave may be granted when an employee has an illness or a medical emergency that is unforeseen. Full-time employees earn 4 hours of sick leave per pay period, which may accumulate from one year to the next. An employee must notify the supervisor or designee of absence for unplanned reasons at least one hour before scheduled duty time. If notification is not made, such absence will be charged to leave without pay with written notification and it is considered absence without leave. Acceptable forms of communication with supervisor or designee are telephone call, email, or text but supervisor or designee response is **required** to be valid. If supervisor or designee does not respond it is the employee's responsibility to continue to establish contact.

Sick leave may be used in the following instances: when an employee is incapacitated due to a personal injury or illness or is receiving dental, medical or optical examination or treatment

or when through exposure, his/her presence would jeopardize the health of fellow workers, students, or when it is necessary for an employee to care for a member of his immediate family (members of the employee's household or legally responsible for) who is ill or injured.

An employee may be requested to have a doctor's statement if more than 24 hours of unplanned leave is taken consecutively without prior approval.

Sick leave does not have monetary value.

GBRIBB SICK LEAVE POOL POLICY

PURPOSE

The purpose of the Sick Leave Pool is to establish an equitable way of allowing employees to share their accumulated sick leave with others in need of additional sick leave.

The intent of this program is to protect benefit eligible employees who may face financial hardship because they have exhausted all of their own vacation, sick, or personal leave due to an extended serious, catastrophic, or unforeseen illness, injury, or impairment.

SCOPE

All benefit eligible employees who accrue and use sick leave, are eligible to become a member and donate to and withdraw from the Sick Leave Pool. Sick leave is accrued at a rate of 4 hours per pay period for all employees working at least 30 hours per week. This program is not available to temporary employees who do not earn leave.

POLICY

1. To become a member, benefit eligible employees are required to contribute at least two sick days to the sick leave pool. The contribution of at least two sick days on September 1st of each fiscal year will establish membership in the pool.
2. Membership and contributions to the sick leave pool are voluntary.
3. Contributions to the sick leave pool will be accepted in September of each year. If the balance of the available sick leave pool days falls below an amount that is deemed prudent, the Superintendent may authorize a special contribution period. The Business Office will announce the exact dates each year for contribution(s).
4. The Business Office or the Superintendent, if applicable, will be responsible for guarding the privacy of sick leave pool recipients and donors. Communications will be kept confidential between all parties.
5. Contributions will be accepted by completing a Sick Leave Pool Donation Form available from the Business Office. A benefit eligible employee may contribute a minimum of two days up to a maximum of ten sick days per fiscal year.
6. Any participating employee may request a withdrawal. All requests for withdrawal from the Sick Leave Pool must be made in advance of anticipated use.
7. Withdrawals from the Sick Leave Pool are permitted only for serious, catastrophic, or unforeseen illness, injury, or impairment of the employee that meets the following criteria. The employee must have exhausted all vacation, sick, personal leave and the employee will

have to take leave without pay and (b) requires continuing treatment or supervision by a licensed health care provider, and also (c) requires absence from work of at least five days per illness or episode.

8. Withdrawals from the Sick Leave Pool may only be taken in increments of full days.
9. Withdrawals may only occur to the extent of the Sick Leave Pool contributions available for withdrawal and the beneficiary has no leave time available.
10. A participating employee who is receiving workers' compensation, short term disability, or long-term disability may not withdraw from the Sick Leave Pool.
11. A participating employee may not withdraw more than 10 days per illness, injury, or condition.
12. A participating employee receiving sick leave days from the pool will not accrue additional leave for those days.
13. At the end of any fiscal year, all Sick Leave Pool hours are carried forward to the next year.
14. The administration of the policy and approval of Sick Leave Pool withdrawals are the responsibility of the Business Office.
15. At termination of employment, sick leave is forfeited.

PROCEDURES

1. The Superintendent will notify all employees of the open contribution period for the Sick Leave Pool.
2. Benefit eligible employees must complete a Sick Leave Pool Donation form and submit to the Business Office. Participants must contribute a minimum of 2 days and up to 10 days per year in full day increments to become a member.
3. New benefit eligible participants will be immediately eligible to become a member and join the pool after they have accumulated at least two days of Sick Leave to contribute.
4. Sick leave contributions will be deducted from the contributing employee's accumulated sick leave balance after the open contribution period closes.
5. The Sick Leave Pool Request form must be accompanied by an FMLA Certification of a Health Care Provider verifying the nature and expected duration of the illness or injury. If an employee is incapacitated, a family member or designee may request leave from the Sick Leave Pool on the employee's behalf with medical documentation.
6. Sick Leave Pool Request should be submitted to the Business Office for approval.
7. The Superintendent will create a Sick Leave Pool Committee, which will be responsible for reviewing the nature of the illness, anticipated duration as indicated by the licensed health care provider's statement, the number of days requested to be withdrawn, then will make a determination of the number of days to be withdrawn. In making the decision, the Committee shall be guided by the facts underlying the request, the available days in the Sick Leave Pool, and other factors that the Committee may deem relevant to the decision. If the member is released to return to work prior to the expected date, the unused days will remain in the pool. The Committee will be appointed yearly by the Superintendent and will be comprised of members participating in the Sick Leave Pool.
8. The decisions of the Superintendent shall be final and binding and are not subject to the PILC's grievance procedure or litigation.
9. For questions regarding the Sick Leave Pool program, or to request a withdrawal, please contact the Business Office.

GBRIBB SICK LEAVE DONATION POLICY

SCOPE

The Sick Leave Donation Program has been established to permit PILC employees to donate a portion of accrued sick leave to another PILC employee who has exhausted all accrued sick, personal, and annual leave, while absent from work due to a personal illness or injury. This program is not intended to replace the Sick Leave Pool. This policy does not replace any rights available under the Family and Medical Leave Act (FMLA).

PROGRAM REQUIREMENTS

1. The recipient must be a permanent employee (non-probationary) in good standing.
2. The recipient must have exhausted (or will have exhausted) all accumulated leave, including sick, personal and annual leave.
3. The recipient may only request donations one time in a one-year period.
4. Donations of sick leave may not exceed the number of days the employee will need off for the illness or injury.
5. The number of hours of leave donated will be converted to the employee in need of the donation's hourly rate.
6. The transfer of sick leave days in accordance with this program is strictly a donation. Sick leave days may not be donated in exchange for cash or other remuneration.
7. All sick days transferred pursuant to this program/to an individual are irrevocable transfers.

GBRIC FAMILY LEAVE

FAMILY AND MEDICAL LEAVE

Pierre Indian Learning Center ("PILC"), in compliance with the Family and Medical Leave Act (FMLA) of 1993, as amended, will provide up to twelve (12) weeks of unpaid family/medical leave to employees eligible for such leave. PILC will comply with the provisions of the FMLA and any rights or benefits contained within working agreements, if applicable, which exceed any right or benefits contained in the FMLA. FMLA approved leave shall occur concurrently with any/all applicable paid leave policies granted pursuant to the respective working agreement, if applicable.

PILC will not interfere with, restrain, or deny the exercise of any right provided by the FMLA and will not discharge or discriminate against any employee for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or related to the FMLA.

Employees may file a complaint with the U.S. Department of Labor or may bring a private action to enforce the employee's rights under the FMLA.

FAMILY AND MEDICAL LEAVE PROCEDURES

PILC will carry out the provisions of FMLA policy in accordance with the following:

1. Eligibility.

PILC employees are eligible for up to 12 weeks of unpaid leave in accordance with the Family and Medical Leave Act of 1993 if they have at least 12 months of service, and have worked at

least 1,250 hours within the preceding 12-month period. The preceding 12-month period shall be calculated backwards on a rolling basis from each day of FMLA leave taken by the employee.

2. Qualifying Events.

An eligible employee may take FMLA leave under the following conditions:

- For incapacity due to pregnancy, prenatal medical care or the birth of a child;
- To care for the employee's child after birth or placement of a child with the employee for adoption or foster care if taken within the first 12 months following the birth or placement;
- To care for the employee's spouse, child or parent with a serious health condition;
- For a serious health condition of the employee which renders the employee unable to perform the employee's job;
- If the employee experiences a qualifying exigency that arises from a spouse, parent, or child that has been called to or on covered active military duty or during any active duty;
- To care for an armed forces member or qualified veteran who is a spouse, parent, child, or next of kin of the employee who is injured while on covered active duty or for an injury that manifests itself after active duty. The employee may be eligible for up to 26 weeks of FMLA leave during a single 12-month period for this event, including any FMLA leave taken for reasons listed above.

3. Serious Health Conditions.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves:

- an overnight stay in a hospital, hospice or residential medical care facility, or a period of incapacity requiring absence from work, school, or other regular daily activity for more than three consecutive full calendar days and continuing treatment by a health care provider;
- pregnancy or prenatal care;
- chronic conditions which require periodic visits for treatment by a health care provider (at least twice per year) and continues over an extended period of time and may cause episodic rather than continuing incapacity;
- a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective which is under the continuing supervision of a health care provider (e.g. stroke, Alzheimer's, terminal stage of a disease); or
- any periods of absence to receive multiple treatments by a health care provider for restorative surgery or for a condition that would likely result in a period of incapacity of more than three full calendar days in the absence of medical treatment (e.g. chemotherapy, physical therapy, radiation).

4. Medical and Other Certifications.

Medical certification for leave requested due to a serious health condition or for military caregiver leave is required. The medical certification must contain the following information:

- Date the serious health condition began;

- Probable duration of the condition;
- Appropriate medical facts regarding the condition
- If the leave is based on care of a family member, a statement that the employee is needed to provide the care and an estimate of the amount of time the need will continue;
- If the leave is based upon the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
- In the case of intermittent leave or a reduced schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment.

PILC, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, PILC may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

5. Fitness for Duty Certifications.

An employee returning from FMLA leave for his/her own serious health condition will be required to provide a Fitness for Duty (FFD) certification signed by the health care provider prior to returning to work. An employee who fails to provide an FFD certification may be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be disciplined in accordance with the respective working agreement, if applicable.

FFD certifications may be required when an employee returns from intermittent FMLA leave if concerns exist regarding the employee's ability to resume his/her duties safely.

6. Spouses Employed by PILC.

Spouses who are eligible for FMLA leave will be limited to a combined total of 12 weeks of leave during any 12-month period if leave is taken for the birth, adoption or placement of a child for foster care, or to care for the employee's parents with a serious health condition. Spouses are each entitled to 12 weeks of leave if needed to care for their newborn child with a serious health condition provided they have not exhausted their entitlements during the applicable 12-month period. Intermittent leave following the birth of a healthy newborn is available only if approved by the Supervisor, and if so, PILC may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Transfer must be in accordance with the respective working agreement, if applicable.

7. Concurrent Leave.

For serious health conditions of spouse, child or parent, Family Illness Leave, as defined in the respective working agreement, if applicable, and vacation (if available) must be used. Once all available paid leave has been exhausted, the remainder of the 12 weeks (or 26 weeks for military caregiver) of leave will be unpaid.

For a serious health condition of the employee, Sick Leave and vacation (if available) must be used. Once all available paid leave and unpaid leave requested has been exhausted, the remainder of the 12 weeks of leave will be unpaid.

Absences covered under worker's compensation run concurrently with the employee's FMLA entitlement. Use of accumulated paid leave while receiving worker's compensation benefits will be paid in accordance with the provisions outlined in the respective working agreement, if applicable.

8. Intermittent Leave/Reduced Leave.

When medically necessary as verified by the health care provider, employees may take FMLA leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of an immediate family member, or for military caregiver leave. Employees are required to cooperate with PILC to arrange reduced work schedules or intermittent leave so as to minimize disruption of the school day or business operations. If an intermittent leave or a leave on a reduced schedule is requested for foreseeable leave based on planned medical treatment, PILC may require the employee to transfer temporarily to an available alternate position for which the employee is qualified, as long as the alternative position has equal pay and benefits.

9. Military Leave.

Qualifying exigency includes short-term notice deployments, military events and related activities, urgent childcare, financial and legal arrangements, post-deployment activities, and other situations arising out of the active duty or call to active duty status provided the employee and PILC agree. Qualifying exigency leave is available during covered active duty which is defined as when the spouse, parent or child is deployed to a foreign country with the Armed Forces.

Military Caregiver Leave for a serious injury or illness is available to care for a spouse, parent, child or next of kin who is a member of the armed forces or a veteran so long as the veteran was a member of the armed forces, including the National Guard and Reserves, at any time in the five (5) years prior to the date medical treatment, recuperation or therapy begins. A serious injury or illness includes pre-existing injuries or illnesses that were aggravated in the line of duty. The serious injury or illness may manifest itself before or after the service member becomes a veteran.

10. Required Notification to Employer.

When the need for leave is foreseeable due to expected birth or placement of a child, the employee must provide 30 days' notice, or if 30 days' notice is not practicable, notice must be given as soon as practicable (as soon as both possible and practicable in light of the facts and circumstances).

When the need for leave is foreseeable due to the employee's serious health condition, the serious health condition of a spouse, child or parent or for military caregiver leave, the employee must give 30 days' notice, or if 30 days' notice is not practicable, notice must be given as soon as practicable (as soon as both possible and practicable in light of the facts and circumstances).

When the need for leave is unforeseeable, notice as soon as practicable in light of the facts and circumstances is required.

Notice for all FMLA-related absences shall be given by the employee in accordance with PILC's absence reporting procedures and the respective working agreement, if applicable.

Employees may be required to report periodically on their leave status and intent to return to work to their supervisor.

The Superintendent will inform employees requesting FMLA leave whether or not the employee is eligible. If the employee is not eligible, the Superintendent shall indicate the reason for the ineligibility. If eligible, the Superintendent will notify the employee and seek any additional information required and advise the employee of the employee's rights and responsibilities. The Superintendent will notify the employee that the leave will be designated as FMLA leave and count against the employee's FMLA leave entitlement. If it is determined that the leave is not FMLA protected, the Superintendent will notify the employee.

11. Health Care Coverage.

PILC payment of benefits will be for the duration of FMLA leave at the same level and under the same conditions, coverage would have been provided if no leave was taken. The employee's share of the premium must continue to be paid by the employee while on leave.

- **Payment Method.** The employee's share for the following month is due the last working day of the previous month. Payment is to be submitted to Finance Office.
- **Termination of Coverage.** Coverage may be terminated for an employee who fails to make the required payment within thirty (30) days of the due date.
- **Reinstatement.** Upon return to work, health insurance coverage will be reinstated without requiring the employee to meet any health insurance eligibility requirements.

12. Return to work.

Any eligible employee who takes leave is entitled to be restored to his/her position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment in accordance with Board policies and the terms of the respective working agreement, if applicable.

13. Special Provisions for Instructional Employees.

Instructional employees are those whose principal function is to teach and instruct students in class. The term applies to teachers, athletic coaches, driving instructors, and special education personnel such as signers for the hearing impaired. It does not apply to, for example, educational assistants, counselors, psychologists, curriculum specialists, bus drivers, child nutrition workers, custodial workers, or other non-instructional employees.

Leave during days outside of the employee's assigned calendar for summer vacation is not counted against the employee's FMLA entitlement. An instructional employee who is on FMLA leave at the end of the employee's assigned calendar will be provided with any benefits over the summer vacation that the employee would normally receive if they had been working at the end of the school year.

If an instructional employee begins FMLA leave toward the end of a semester or academic year, PILC may require the employee to remain on leave until the end of the academic term in the following circumstances:

- Instructional employees who begin FMLA leave of at least three (3) weeks duration more than five (5) weeks before the end of the semester or academic term and the employee would return to work during the three (3) week period before the end of the semester or academic term;
- Instructional employees who begin FMLA leave of more than two (2) weeks duration less than five (5) weeks before the end of the semester or academic term for any reason other than their own serious health condition and the employee would return to work during the two (2) week period before the end of the semester or academic term;
- Instructional employees who begin FMLA leave of more than five (5) working days less than three (3) weeks before the end of the semester or academic term for any reason other than the employee's own serious health condition.

If PILC requires an instructional employee to stay out until the end of the term:

- The period when the employee was able to return to work and was required to stay out will not count against their FMLA entitlement;
- PILC will maintain the employee's group health insurance and restore the employee to the same or equivalent job in accordance with the respective working agreement, if applicable, including other benefits at the conclusion of the leave.

Instructional employees who take FMLA leave intermittently or on a reduced schedule for foreseeable leave based on planned medical treatment due to their own or covered relative's serious health condition or to care for a covered service member and the instructional employee would be on leave for more than 20 percent of the working days over the period the leave would extend, PILC may require the employee either to take non-intermittent leave for the period not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position that the employee is qualified to hold, that has equivalent benefits and pay, and that better accommodates intermittent leave than the employee's regular position.

14. Employee does not return.

If an employee fails to return to work at the conclusion of the FMLA leave, PILC may recover the premiums paid for coverage during the FMLA leave unless the failure to return to work was beyond the control of the employee.

This regulation does not supersede any respective working agreement, if applicable, which provides greater leave rights.

Policy Adopted: **9/22/2021**

GBRID MILITARY LEAVE

Any employee who is a member of the National Guard, member of the armed forces reserve, subject to call in the federal service by the President of the United States, when ordered by

proper authority to active non-civilian employment, will be entitled to a leave of absence without loss of status or evaluation status.

If such a person has been in the continuous employment of the Pierre Indian Learning Center for 90 working days immediately preceding the leave of absence, the first fifteen days of such leave will be with pay.

GBRIE BEREAVEMENT LEAVE

All regular full-time employees, and regular full-time school year employees, are entitled to earn thirty-two (32) hours each year for bereavement leave benefits. Bereavement leave may not be accumulated and is lost upon termination. Additional bereavement leave may be allowed with approval of the supervisor and the Superintendent. In most circumstances, additional bereavement leave will not be granted if the employee has available personal or annual leave.

GBRIF JURY/COURT LEAVE

Leave will be granted to any employee duly called and accepted for jury duty. The employee will be given administrative leave for this time and turn any payment received from the Court into Pierre Indian learning Center. Appropriate documentation must be provided to the school by the employee.

GBRIG LEAVE WITHOUT PAY

Leave without pay is a temporary non-pay status from regular duties. Leave without pay (LWOP) is a short-term leave when the employee has exhausted all other leave. Leave without pay must be approved by the supervisor and the request must be submitted within the timekeeping system.

GBRIH ABSENCE WITHOUT LEAVE

An Employee shall be considered absent without leave (AWOL) when s/he fails to report for work without prior approval of leave, does not give proper notification or does not have an acceptable excuse for absence. AWOL places an employee on non-pay status, but it is not considered a suspension. Such leave shall be cause for disciplinary action on an annual basis as follows: After two (2) occurrences of AWOL, a letter will be sent to the employee and a copy will be put in the employee's personnel file. At the third (3rd) instance, the Supervisor will recommend appropriate action to the Superintendent. Three (3) AWOL are grounds for termination. After three consecutive AWOL days it is considered abandonment of position and is grounds for termination.

GBRII PROFESSIONAL LEAVE

The Pierre Indian Board of Education will assist staff with reimbursement toward advanced

degrees if it is applicable to the employee's position and/or will increase the employee's knowledge for school improvement pending available funding. The employee must agree to remain at the PIERRE INDIAN LEARNING CENTER for at least two contract years (if contract is offered) beyond the reimbursement year. Failure to abide will forfeit professional development funding and the whole amount must be paid in full to the School. Reimbursement will occur when appropriate documentation is provided. The yearly professional development calculations will operate on the school year calendar beginning July 1 and end on June 30.

Employees of the School that are enrolled in courses in a higher educational institution may be granted four (4) hours per week for educational leave, as long as participation does not significantly interrupt the delivery of instructional services to students. This leave must be reported to the Board.

GBRIJ WEATHER LEAVE

The purpose of weather leave is to allow additional safe travel time for students and staff during inclement weather. Weather leave is not automatically granted to employees.

Weather may differ due to the geographical diversity in our area. Employees are encouraged to use their best judgement when traveling in winter weather. Personal or annual leave is intended to be used on those occasions when weather prevents an employee from arriving at school for their scheduled work hours, unless the day has been designated as an official schoolwide weather day. The Employee will be charged personal/annual leave to equal the amount of the contracted work day.

Early dismissals: Employees must be clocked in at the time of an early dismissal. Employees leaving before the time of early dismissal will not be granted weather leave. An employee that leaves prior to early dismissal will be charged leave from the time they left to the end of their scheduled work day. Staff dismissal time may differ from student dismissal time. Superintendent will notify staff.

Planned or Unplanned (LWOP if applicable) leave: If an employee has already scheduled planned leave (or it becomes necessary to use unplanned leave for any reason) on a day there is a late start or an early dismissal, the employee will be charged the full 8 hours of leave.

Those employees that have work schedules outside of 8 a.m. to 4 p.m. are not automatically granted weather leave. The Superintendent shall have the discretion to grant weather leave for these employees should circumstances warrant it.

Employees will be allowed leave with pay if a snow day is authorized by the Administration of the Pierre Indian Learning Center. Authorized hourly employees will be paid double for time and attendance during a declared snow day.

GBRIK LEAVE OF ABSENCE

Leave of absence will be considered on a case by case basis.

GBRILA SHORT-TERM LEAVE OF ABSENCE

A short-term leave of absence can be granted by the Supervisor with approval by the Superintendent. An employee will use available leave prior to entering leave without pay status.

GBRIM TARDIES

An employee is considered tardy when s/he is not at their work station at the time their scheduled shift begins. If an employee expects to be late they will contact the Supervisor as soon as possible. Acceptable forms of communication with supervisor are telephone call, email, or text but a supervisor's response is **required** to be valid. If supervisor does not respond it is the employee's responsibility to continue to establish contact. A Sub may be called in to cover due to no contact from the employee. If the employee shows up late without notification and a Sub has been hired for them, the employee may be sent home upon late arrival and LWOP will apply. AWOL may also apply depending on the circumstances.

GBRJ ARRANGEMENT FOR SUBSTITUTES

Selection:

1. Supervisors or designees will select substitute personnel as required from an approved list. If the substitute is needed in the teaching area, preference should be given to those approved persons who are certified to teach.
2. All substitutes are required by the Board to have an application form completed, a successful background check and approved by the Pierre Indian Board of Education.

Substitute rates will be set yearly and approved by the Board.

GBRK ABSENT FROM DUTY STATION

All twelve-month employees may schedule a five day leave period.

GBRM PERSONAL PHONE CALLS/CELL PHONE USAGE

Telephone calls/messages will be forwarded to voice mail boxes (unless in an emergency). Cell phone and mobile device usage should be limited to professional use only, this includes texting and social media. Personal cell phone use will be allowed during non-student contact time. Inappropriate cell phone use is subject to disciplinary action.

Pierre Indian Learning Center (PILC) telephones are provided for conduction official business. Employees shall limit personal calls to an absolute minimum, both in number of calls made or received and in length of time. No personal long-distance calls may be made at PILC expense. Cell phones or other electronic devices such as computers provided by the PILC are subject to search at any time by a supervisor or the administration. There is no right of privacy in text messages, emails or phone records of any sort found on equipment owned by the PILC. Excessive use of PILC phones for personal use may result in a reprimand and

persistent use may result in termination.

Employer provided Cell Phones are for official business-related use. Personally-owned cell phones may not be used in any controlled situation such as classroom or staff meeting for either conversation or texting except in the case of emergency. Violation of this provision may result in a reprimand and persistent violation may result in termination.

GBRN PROPERTY AND EQUIPMENT

All Pierre Indian Learning Center property and equipment shall be assigned to the custody of the building supervisor. Such custody shall include safeguarding. Transfer of PILC property to any other person without prior approval of the Pierre Indian Board of Education is theft and is subject to immediate dismissal. Personal use of Pierre Indian Learning Center property and equipment is not allowed.

GBS LOST OR STOLEN DOOR/SCHOOL BUILDING/VEHICLE KEYS

Staff have the responsibility to safeguard their school keycard and/or other school keys. All staff are responsible to replace the key and the expense of the lock, at the employee's expense and will be payroll deducted.

GBT PUBLISHING

Employees who prepare material for professional commercial publication concerning or relating to Pierre Indian Learning Center are required to submit materials to the Pierre Indian Board of Education for review and approval prior to publication.

Employees who desire to copyright or patent, and to market, material prepared totally or partially on school time, will submit a copy of such material to the Pierre Indian Board of Education for approval. The material will be accompanied by the following information:

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 purchase of the material which might be made by the Pierre Indian Learning Center.

The Pierre Indian Board of Education may authorize the sale of copies of, or reproduction rights to, instructional material prepared by the Pierre Indian Learning Center to other school systems, organizations or commercial firms. If the materials so produced are produced for the Pierre Indian Learning Center, the Pierre Indian Learning Center may choose to own the copyright.

GBU CODE OF PROFESSIONAL ETHICS

Obligation to Students. In fulfilling their obligations to the students, educators shall:

1. 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.
2. Not deliberately suppress or distort subject matter for which they bear responsibility.
3. 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.
4. Conduct professional business in such a way that they do not expose the students to unnecessary harassment, embarrassment or disparagement.
5. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family, social or cultural background exclude any students from participation in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
6. Not use professional relationships with students for personal gain.
7. Keep in confidence information that has been obtained in the cause of professional service, unless disclosure serves professional purposes or is required by law.
8. Not tutor for remuneration students assigned to their classes.
9. Maintain professional relationships with students in a manner, which is free of vindictiveness and recrimination.

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

1. Not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal views and institutional or organizational views.
2. Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. 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.
6. Engage in no act that results in a conviction.
7. Commit no act of moral turpitude or gross immorality.
8. Not misuse or abuse school equipment or property.

Obligations to the Profession. Fulfilling their obligations to the profession, educators shall:

1. Not interfere with the free participation of colleagues in the affairs of their associations.
2. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Not use coercive means or promise special treatment in order to influence professional decision of colleagues.
4. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purpose.

5. Not misrepresent their professional qualifications.
6. Not knowingly distort evaluation of colleague.
7. Not disparage a colleague before others nor criticize a colleague before students.
8. Discuss professional matters concerning colleagues in a professional manner.
9. Use sound professional judgment in delegating professional responsibilities to others.
10. Not knowingly misrepresent their professional qualifications.
11. Cooperate with authorities and the commissions regarding violations of the codes of ethics of the South Dakota Professional Teachers Practices and Standards Commission and the Professional Superintendents Practices and Standards Commission.
12. Perform duties in accordance with local, tribal, state, and federal rules and laws.

Obligations to Professional Employment Practice. Fulfilling their obligation to professional employment practices, educators shall:

1. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. 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.
5. 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 effected parties.
6. Conduct professional business through channels that have been developed and approved by the employing agency, when available.
7. Not delegate assigned professional responsibilities to unqualified personnel.
8. Permit no commercial exploitation of their professional position.