



**INDIAN SCHOOL**  
**EMPLOYMENT**  
**POLICY HANDBOOK**

# INTRODUCTION

- The Mission Statement
- Welcome by the President
- Introduction
- Government and Administration
- Employer-Employee Relations
- Employee Classification

**No policy contained in this handbook should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that Red Cloud Indian School, Inc. has implemented or will implement in the future.**

# *The Mission Statement*

The Mission of Red Cloud Indian School, Inc. Holy Rosary Mission, A Catholic Institution Administered by the Jesuits and the Lakota People, is to develop and grow as a vibrant Church, through an education of the mind and spirit that promotes Lakota and Catholic values.

Dear Employees,

We begin another *new year* at Red Cloud Indian School, Inc., reflecting on our shared mission of “developing and growing as a vibrant Church through an education of the mind and spirit that promotes Lakota and Catholic values.” Our partnership in ministry and our commitment to implementing the 2014-2018 Strategic Plan unite us whether we are working in the Schools, the Parishes, or The Heritage Center. Whatever our area of expertise and focus, we are colleagues who support one another because we have a common goal -- helping students, parishioners, visitors, and community members grow in body, mind, and spirit.

Our Lakota and Catholic values including compassion and generosity extend to the persons we serve but also to one another. The virtues we espouse build solid and lasting relationships with others. They are the foundation of our ministry. The purpose of an employee handbook is to safeguard and promote healthy relationships through policies that respect and guarantee the rights of individuals while ensuring the success and future of Red Cloud Indian School, Inc.

This handbook provides important information regarding our employment and our responsibilities to Red Cloud Indian School, Inc. In addition, it covers policies, procedures, and general information concerning Red Cloud Indian School, Inc. I ask you to consider carefully the contents of this handbook. This is one of the many channels of communication maintained to create an enjoyable and productive environment. You are asked to read, understand, and comply with all of the provisions of the handbook. Hopefully, we will all perceive the ways in which each of us contributes to the overall efforts and hopes of Red Cloud Indian School, Inc. In this way, we become a team of tremendous talent, energy, creativity, and vision. Should you need further explanation of topics covered, please ask your supervisor or contact the Director of Human Resources.

It is my prayer that this handbook will help us to work well together and to work effectively. Only when we have given our best, will we be providing our best service and care – to children, families, parishioners, colleagues, and visitors. Only then, is Red Cloud Indian School, Inc. fulfilling its mission in the Lakota and Catholic traditions.

May *Tunkasila*, our Grandfather God, bless your efforts to always give your most generous and best service for the sake of the persons you serve and to one another. I assure you of my prayers for you and your loved ones,

Sincerely,

Fr. George Winzenburg, S.J.

President

## **INTRODUCTION**

This handbook supersedes all prior handbooks and is the property of Red Cloud Indian School, Inc. For your convenience, an index of individual policies and benefits and their location within this handbook is provided in this book. The terms “personnel” and “Employee” are used interchangeably in this Handbook.

## **DISCRIMINATION**

Red Cloud Indian School, Inc. strictly adheres to Title VII of the Civil Rights Act of 1964, and shall not discriminate to hire, discharge, or take action affecting an Employee’s compensation, terms, conditions or privileges of employment, or discriminate in any manner, of the “Protected Classes” as defined by Federal Statute. Any Employee in need of clarification, documentation or complaint should contact the Human Resources Director.

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the Red Cloud Indian School, Inc., to provide equal employment opportunities for compensation, training, promotion, transfer, and other aspects of employment for all qualified applicants and Employees without regard to sex, race, religion, national origin, age, disability, veteran status or any other protected class.

Every effort is made to ensure that our policies regarding hiring, salary administration, promotion, and transfer are based solely on job requirements, job performance, and job-related criteria.

In addition, our personnel policies and practices, including those relating to compensation, benefits, transfer, retention, layoffs, return from layoffs, termination, training, self-development opportunities, and recreational and social programs, are

administered without discrimination on the basis of race, color, religion, sex, age, national origin, disability, veteran status, or any other basis prohibited by law.

Red Cloud Indian School, Inc. is pledged to develop and support an environment of equal opportunity and affirmative action in the recruitment of candidates for positions at all levels. This policy applies to all Employees and applicants for employment.

The Director of Human Resources is designated as the Equal Employment Officer at this Institution and is responsible for communicating and implementing this policy.

## **GOVERNMENT AND ADMINISTRATION**

The President has authority over all of the departments and committees of Red Cloud Indian School, Inc. During the President's absence and as necessary, the following positions will have authority to act on the President's behalf in the following order:

1. Executive Vice President
2. Vice President for Finance
3. Superintendent of Schools
4. Director Human Resources
5. Executive Director of Advancement

## **EMPLOYEE CLASSIFICATION:**

- A. A "full-time Employee" is an Employee who works thirty-two (32) or more hours per week.
- B. A "part-time Employee" is an Employee who works less than thirty-two (32) hours per week.

- C. A “temporary Employee” is an Employee who works on a short-term sporadic basis.
- D. An “introductory Employee” is an Employee who is in their first ninety (90) days of employment at Red Cloud Indian School, Inc. unless that period has been extended (please see the introductory period policy).
- E. A “probationary employee” is an Employee who for disciplinary reasons, has been suspended of benefits such as Leave Pay and other conditions of employment determined by the Department Head.
- F. A “suspended employee” is an Employee suspended from work with or without pay depending on the circumstances.
- G. Pursuant to the Fair Labor Standards Act, there are exempt and non-exempt Employees. Non-exempt Employees are hourly; exempt Employees are not protected under the Fair Labor Standards Act and are employed by the task, and work the hours required to complete the task with or without predetermined deadlines.

## **EMPLOYER-EMPLOYEE RELATIONS**

No Employee or staff handbook can anticipate every circumstance or question about policy. The policies and benefits contained in this handbook are not terms of a contract between the Employee and Red Cloud Indian School, Inc., but are merely guidelines to provide for day-to-day practices. Red Cloud Indian School, Inc. reserves the right to revise, supplement or rescind any policies or portion(s) of this handbook from time to time as it deems appropriate, in its sole and absolute discretion. With the exception of the binding contracts of some staff and teachers, Red Cloud Indian School, Inc. has an employment-at-will policy permitting



you or Red Cloud Indian School, Inc. to end our relationship for any reason at any time.

Employees will, of course, be notified of such changes to the handbook as they occur. Many of the policies in this handbook may apply only to a particular program; however, an effort has been made to include policies that apply to all personnel of Red Cloud Indian School, Inc.

All staff members should observe the following policies so that our efforts and programs will operate in an orderly manner and that we, as a professional people, will be able to provide the quality services to our students, their families and communities. Red Cloud Indian School, Inc. expects all Employees to perform all duties required in an efficient manner and adhere to the policies adopted by Red Cloud Indian School, Inc.

Red Cloud Indian School, Inc. retains the sole discretion to exercise all managerial functions which includes the right to assign, supervise and discipline Employees; to transfer Employees within departments or into other departments and other classifications; and to assign duties to the Employees in accordance with the needs of Red Cloud Indian School, Inc.

**No policy contained in this handbook should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that Red Cloud Indian School, Inc. has implemented or will implement in the future. Red Cloud Indian School, Inc. retains the right to unilaterally establish, change and abolish its policies, practices, rules and regulations at any time without advance notice or other consideration. For this reason, we urge you to contact the Human Resources Director to obtain current information regarding the status of any particular policy, procedure or practice.**

Red Cloud Indian School, Inc. strives to evaluate each Employee periodically and strives to provide training opportunities for those whose needs and capabilities warrant such training.

All benefits available to a Full-time Employee who works less than 40 hours a week, shall be pro-rated on the basis of their established fraction of a work-week. All benefits available to a Part-time Employee shall be pro-rated on the basis of hours worked.

# **EMERGENCY INFORMATION**

- Fire Emergency Information
- Serious Illness or Injury
- Crime Prevention
- Inclement Weather/Emergency Conditions
- Bomb Threat
- Hostage Crisis

## **FIRE EMERGENCY INFORMATION:**

Anyone observing open flame or heavy smoke should:

1. Activate the nearest fire alarm and call 911.
2. Notify building office personnel in the following order:

### Red Cloud Indian School, Inc.

- A. School Building-Superintendent of Schools at ext. 2201
- B. Non-School Building-Director of Buildings and Grounds at ext. 2322 and/or Director of Human Resources at ext. 2213.

### Our Lady of Lourdes

- A. Non-School Hours-Director of Buildings and Grounds 455-1676
- B. School Hours-Principal's Office at ext. 2501

### Parishes

- A. Pastoral Coordinator Ext. 2604 and / Director of Human Resources at ext. 2213 non-school hours: (605) 490-1007

## **SERIOUS ILLNESS OR INJURY:**

If a person who is seriously injured or ill confronts you, do not attempt to move the victim unless a life-threatening situation arises (a fire in the building, etc.). Call 911 and provide the following information:

1. Your name, telephone number, and the location from which you are calling.
2. The victim's location, condition (serious bleeding, heart attack, etc.), and whether conscious or unconscious.
3. Whether or not hazardous situations exist in regard to reaching the victim.

Unless you are trained and currently certified in First Aid or Cardiopulmonary Resuscitation, you should not try to help the victim yourself.

Once the incident has been addressed by emergency personnel, notify Comptroller in business office and file incident/injury report.

### **CRIME PREVENTION:**

If you observe any suspicious person, suspicious activity, vandalism, security violation in a school building or on the campus, report it immediately to the Principal or Building Supervisor; if s/he is not available then to the Superintendent's Office (ext. 2201) or the Department Head and file a report with the Director of Human Resources (ext. 2213).

### **INCLEMENT WEATHER/EMERGENCY CONDITIONS:**

Weather-related decisions concerning the schools will be made by the Superintendent of Schools in collaboration with other school administrators. The complexities of the schools and the distinctive transportation/scheduling challenges involved with the schools create a unique situation for those decisions. In general the following policy applies to the other department of Red Cloud Indian School, Inc.

The decision to close, delay opening, or announce early closing of the remaining departments of Red Cloud Indian School, Inc. due to severe weather or other emergency situations rests with the Executive Vice President in consultation with the President. Independent decisions may not be made at the department level except in the Pastoral Department, to be determined on a local basis for remote locations.

1. **Closing/Delayed Opening.** During severe weather (e.g., winter storms), the decision to close or delay opening of Red Cloud Indian School, Inc. will be made as early as possible. Those decisions will be delivered through School Reach and announced on KILI Radio (90.1 FM). Also, the attempt will be made to notify department heads by phone, as soon as possible after a decision has been made. Employees are advised to listen to KILI Radio on mornings when severe weather conditions may force the closing or delayed opening of the Red Cloud Indian School, Inc. organization.
2. **Curtailling Operations.** If severe weather or an emergency situation develops during the work day and creates conditions that warrant early closing of the Red Cloud Indian School, Inc., the Executive Vice President, in consultation with the President, will notify the various department heads of the decision, who will then notify Employees within their respective areas of responsibility.
3. **Employee Responsibilities.** In the event of severe weather or other emergency situations when Red Cloud Indian School, Inc. remains **open**, all Employees are expected to make every reasonable effort to maintain their regular work schedules, but are advised to ***avoid undue risks in traveling.*** Except for emergency school personnel, Employees who are concerned about safety in traveling to and from work may use their own judgment whether to stay home or leave work early after consulting with their Supervisors. Employees will be expected to charge the time off to vacation, personal leave or leave without pay. Sick time may not be used for this purpose.
4. **Excused time.** If the decision is made to close, delay opening or curtail operations, only the Superintendent (for teaching staff) and the Vice President can grant Administrative Leave for hours not worked. Employees will not be required to work

additional hours to make up for the lost time. However, if the Employee would have otherwise been absent due to a regularly scheduled day off or the use of sick and/or vacation time, Administrative Leave will not be granted.

**BOMB THREAT:**

All bomb threats or similar threats are to be considered valid and taken seriously until proved otherwise. The individual receiving the threat should try to obtain as much information as possible from the caller; the exact location of the bomb, when it is set to explode and try to determine identifying factors such as age and gender of the caller.

The following procedure should be implemented:

- A. Law enforcement officials should be notified immediately.
- B. Evacuation of the building according to fire drill procedures with the building occupants going to their designated waiting area;
- C. The building will be searched only by local law enforcement personnel and:
  - 1. If a bomb is found and it is safe to do so, students, staff and any other occupants will be evacuated according to the directions of authorities;
  - 2. If no bomb is found, students will return to class and lost class time will be made up that day.
- D. Refer to posted evacuation instructions for your building.

## HOSTAGE CRISIS:

In the event that a hostage situation arises, no one is to take any action that might inflame the situation. The following should happen:

- A. Law enforcement officers should be notified immediately.
- B. Do not confront assailant to disarm them.
- C. School personnel follow classroom hostage plan for your building.
- D. Non-School personnel, discreetly notify Department Head in the same building.
- E. The building/area should be discreetly and quietly (**only code alarms should be sounded in school buildings**) evacuated and occupants sent to a designated waiting area.
- F. The hostage area should be evacuated and no action taken until law enforcement officers arrive.
- G. Attendance of all children and personnel should be taken prior to releasing anyone from safe areas.



# THE WAY WE WORK

- Employment
  - Employment Applications
  - Nepotism
  - Immigration Reform and Control Act
  - Americans with Disabilities Act
  - Introductory Period Policy
  - Housing
  - Lunch Periods
  - Rest Periods
  - Performance and Evaluation Policies
  - Termination / Separation
  - Discipline
  - Non-Renewal
  - Reduction in Force
  - Conflict Resolution
  - Grievance Process
- Wage and Salary Administration
  - Work Hours and Attendance
  - Time Keeping Policy
  - Payday
  - Pay Advances
  - Pay Deductions and Set-Offs
  - Worker's Compensation Insurance

# **Employment**

## **EMPLOYMENT APPLICATIONS**

In order for Red Cloud Indian School, Inc. to determine an applicant's eligibility, qualifications and suitability for employment, Red Cloud Indian School, Inc. may ask is the following information: (1) The applicant's current employer, (2) educational history, (3) employment history, (4) volunteer experience and (5) references. An applicant who furnishes false or misleading information on the employment application may be dismissed from employment and/or deemed ineligible for any future consideration of employment by Red Cloud Indian School, Inc.

## **EMPLOYMENT BACKGROUND CHECK**

In accordance with the Safe Environment Program requirements of the Diocese of Rapid City, and in some cases federal grant requirements, all RCIS employees are subjected to a background check. Unless approved in advance by the President or Executive Vice President, prospective employees will not report to work until their background check has been cleared by Red Cloud legal counsel and the appropriate department head.

Red Cloud Indian School, Inc. will only employ individuals who do not have a "disqualifying record." A "disqualifying record" means a conviction of a crime of violence, a sex offense or trafficking in narcotics. Any criminal conviction may be considered in making a hiring decision. South Dakota Law concerning the hiring of school personnel in regard to criminal record considerations shall be followed with respect to all hiring.

## NEPOTISM

It is well accepted that employment of relatives in the same area of an organization can cause serious organizational conflicts and problems of perceived favoritism, which can negatively affect Employee morale. In such circumstances, all parties leave themselves open to claims of partiality in treatment at work and personal conflicts from outside the work environment can be carried into the day-to-day working relationship.

It is Red Cloud Indian School, Inc.'s policy that effective August 1, 1998 relatives of persons currently employed by Red Cloud Indian School, Inc. may be employed only if they will not be working directly for or supervising a relative. If already employed, said relatives cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, Red Cloud Indian School, Inc., with input from the individuals concerned, will determine which relative is to be reassigned or how the supervisory relationship can be appropriately adjusted to Red Cloud Indian School, Inc.'s satisfaction. In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. In programs for children and youth, Employees may not work alone with an immediate family member.

For purposes of this policy, a relative is defined to include an individual's spouse, parents, children, siblings, parents-in-law, step-parents, step-siblings and step-children, cousins of the first or second degree, and a significant other.

## **IMMIGRATION REFORM AND CONTROL ACT**

The Immigration Reform and Control Act of 1968 requires all United States employers to identify the work eligibility of persons hired after November 6, 1986. All newly hired Employees must establish his/her identity and work eligibility within the first three days of employment or the Employee will be terminated.

## **AMERICANS WITH DISABILITIES ACT**

Red Cloud Indian School, Inc. is committed to providing a work place free from discrimination based on disability. In accordance with the Americans with Disabilities Act and the Americans with Disabilities Amendments Act, it is the policy of Red Cloud Indian School, Inc. not to discriminate against any qualified individuals (as defined by law) on the basis of disability.

It is the responsibility of the Employee or applicant to request an accommodation by submitting a Request for Accommodation for any physical or mental disability which substantially limits one or more major life activities of the Employee or applicant. In accordance with the ADA and ADAAA, Red Cloud Indian School, Inc. will take all such requests seriously. Red Cloud Indian School, Inc., under Federal guidelines and in consultation with the South Dakota Department of Labor, will promptly determine whether the Employee or applicant is a qualified individual with a disability, and whether a reasonable accommodation exists which would allow the Employee or applicant to perform the essential functions of the job without imposing an undue hardship on Red Cloud Indian School, Inc. or other Employees.

## **INTRODUCTORY PERIOD POLICY**

Employment of new staff members is conditional for an introductory period of 90 days. Department Heads may extend the

introductory period by notifying both the Employee and the Business Office prior to the end of the 90-day period. During the introductory period, Employees are eligible for sick leave and those benefits that are required by law.

## **HOUSING**

Red Cloud Indian School, Inc. has limited housing available for Employees and volunteers. Availability will fluctuate and no more than three one-year leases will be allowed. Further information may be obtained from the Housing Committee Chair.

## **LUNCH PERIODS**

It is the policy of Red Cloud Indian School, Inc. that all teaching staff are considered to be “on the job” at lunchtime. The school program and the need for supervision of students will affect the lunch schedules for school Employees.

All full-time hourly non-school Employees are provided with one meal period. Department Heads will schedule meal periods to accommodate operating requirements. Whenever possible, non-school Employees and school support staff Employees will be relieved of all active responsibilities and restriction during meal periods. Lunchtime is without pay and preferred away from your work station.

## **REST PERIODS**

Each workday full-time non-school Employees are provided with two rest periods of 15 minutes in length.

To the extent possible, rest periods will be provided in the middle of work periods. Department Heads may schedule staggered rest periods to maintain uninterrupted service in each department.

Since rest periods are paid as time worked, rest periods must not be abused. When the needs of business dictate, Department Heads may alter the normal rest period schedule or require that staff members forgo rest periods. If the Employee is required to work through his/her lunch period, normal compensation will be paid.

## **PERFORMANCE AND EVALUATION POLICIES**

### **Professional Development Policy**

1. **Purpose.** The Professional Development funds are meant to provide RCIS employees with opportunities to grow professionally, fulfill the mission of RCIS, and enable them to execute their job duties and responsibilities in the most proficient and professional manner. Professional Development requests must be based on:
  - a. The needs of individual departments.
  - b. Performance evaluations of employees.
  - c. Department Head approved Professional Development Plan
  - d. Certification requirements for teachers, administrators, etc.
  
2. **Activities.** PD funds may be utilized in the following ways:
  - a. Tuition for coursework.
  - b. Contracting consultants for in-service activities. Costs to include fees, travel, food, and miscellaneous.
  - c. Contracting facilities for staff retreats.
  - d. Conferences and workshops.
  - e. Professional Development Library.
  - f. Ignatian Retreats.

- 3. Guidelines.** PD activities must fall within the following guidelines:
- a. All employees are eligible for PD funds after one year of service.
  - b. All coursework must apply to an employee's current position or possible future position within the organization, as identified by the Department Head.
  - c. Requests for conferences and workshops can only be initiated by supervisors and department heads.
  - d. Failure to satisfactorily complete any approved PD activities within the defined time line will result in the denial of all Professional Development funding for one year,
  - e. Employees will commit to equal employment time for each year that they participate in PD activities.
  - f. PD fund spending limits in a fiscal year:
    - In-service activities - \$3000.
    - Tuition - \$1000.
    - Conferences and workshops (including expenses and reimbursements for conference fees, travel, mileage, airfare, parking) - \$800.
- 4. Procedures.** All PD requests must adhere to the following procedures:
- a. Complete the PD Plan and PD request form and submit to supervisor.
  - b. Approval process – Supervisor, Department Head, Director of Human Resources, Vice President of Finance and Executive Vice President. All administrators must approve for the request to be granted.
  - c. Tuition requests must include a valid invoice or bill from the higher education institution.

- d. All PD requests must be submitted prior to April 1st.
- e. Following the completion of PD activities, employees are required to submit within five (5) days, expense receipts to the business office, along with a written report to the Director of Human Resources. Failure to comply may result in denial of future PD requests and/or repayment of all Professional Development funds to RCIS.

**5. Professional Development Plan.** All department heads are encouraged to review, update or develop a PD Plan, based on Performance Evaluations of its employees each fiscal year, to be submitted to the Director of Human Resources by April 1<sup>st</sup>. RCIS will support and prioritize PD Plans as resources allow.

**Evaluation Non-School Staff:**

- 1. The Employee's Department Head will strive to evaluate each Employee annually. Introductory Employees are to be evaluated at the end of the Introductory period and notify the Business Office of the outcome.

Performance appraisals must evaluate the performance of the Employee on the job for the review period. Performance appraisal comments are restricted to work-based job description criteria that affect job performance, the position's work activities, job duties, and the specified work goals that are required for acceptable performance.

- 2. The Employee will have the opportunity to respond in writing to any negative comments on the evaluation, which will be filed with the evaluation.



3. Goals for the ensuing year will also be established to support the Employee's working strengths as well as to correct any below standard performance.
4. Should a Supervisor fail or forget the scheduled date of an evaluation, or should an Employee desire an evaluation, the involved Employee, may request a Performance Evaluation in writing, with a copy filed with the Human Resources Department.

### **Evaluation School Instructional Staff:**

1. In order to assure a high quality of teacher and administrator performance to advance the instructional programs of Red Cloud Indian School, Inc., a continuous program for teacher and administrator evaluations will be established by the Superintendent. All educators will be evaluated at least annually. Educators within the first three years shall be observed each semester and formally evaluated each semester if needed.

The evaluation process will include the goals and objectives of the Red Cloud Indian School, Inc. system.

2. The evaluation will be written and be specific in terms of a person's strengths and weaknesses.

Those areas where improvement is needed will be clearly set forth and recommendations for improvements will be made.

Subsequent evaluations will address any improvements or a continuing difficulty that is observed.

3. The Employee shall have the opportunity to respond in writing to any negative comments on the evaluation which will be filed with the evaluation.

### **The Use of the Results of the Evaluation:**

The evaluator shall sign a copy of the evaluation. The Employee shall be given a copy and a copy will be placed in the Employee's file for periodic review and progress measurement. The evaluations shall be subject to annual review by all parties involved. It shall be available at all times to the Employee, evaluator, or anyone else on a need to know basis.

### **Employment Recommendations:**

Information in the evaluation file shall be kept for a minimum of five years upon termination of the employment. The information in the evaluation file, including any recommendations shall be released to potential employers upon written consent of the employee.

### **TERMINATION**

**No policy contained in this handbook should be considered as altering the employment-at-will relationship or as creating an expressed or implied contract or promise concerning the policies or practices that Red Cloud Indian School, Inc. has implemented or will implement in the future.**

Any Employee who voluntarily resigns shall give written notice, with reasons for resignation, of at least thirty (30) calendar days for salaried/full-time Employees and fourteen (14) calendar days for hourly/full-time and hourly/regular part-time Employees.

Employees giving due notice shall be present for work during the notice period as requested by Red Cloud Indian School, Inc. to allow for an orderly transfer of duties and may not substitute earned but unused vacation time without approval.

Unless otherwise required by law, all benefits shall cease on the last day worked with the exception that health, dental, and vision coverage will continue to the end of the month in which the last day worked occurs. Any employer contributions to the pension plan, life insurance and disability insurance being made on behalf of the Employee will cease upon the date of termination.

Except in cases of immediate termination or separation, the Director of Human Resources conducts or arranges an exit interview prior to the employee's last day of work in which such matters as health insurance continuation, return of keys, employment satisfaction, etc., will be discussed.

## **DISCIPLINE**

Red Cloud Employees are employed-at-will, however employees may receive notice of unsatisfactory job performance prior to involuntary termination. This progressive notice may involve (1) an oral notice; (2) written notice with a time frame for improvement and/or corrective measures, a copy of which is placed in the Employee's personnel file. If the performance of the Employee does not sufficiently improve to the satisfaction of Red Cloud Indian School, Inc. within the noted time frame, dismissal will be pursued.

-In appropriate circumstances, Red Cloud Indian School, Inc. may impose suspension without pay for a period not to exceed five working days for any one incident.

-In appropriate circumstances, Red Cloud Indian School, Inc. may impose suspension with pay until the matter can be fully investigated.

-In appropriate circumstances, Red Cloud Indian School, Inc. may dismiss an Employee.

There are various situations where progressive notice will not be provided. For example, immediate termination may be made for serious violations of the basic standards of conduct identified in the Guidelines for Appropriate Conduct section.

### **NON-RENEWAL/TERMINATION SCHOOL CERTIFIED STAFF**

A certified staff member may be terminated at any time for just cause as can non-certified school staff members. This includes breach of contract, poor performance, incompetence, gross immorality, unprofessional conduct, insubordination, neglect of duty, overt immoral conduct or any other gross conduct which reflects grave discredit upon Red Cloud Indian School, Inc. or its reputation, or the violation of any policy or regulation of Red Cloud Indian School, Inc.

Until a certified staff member is in or beyond the fourth full consecutive term of employment as a full-time certified staff member with the school system, the Superintendent may or may not renew the staff member's contract. The Superintendent shall give written notice of Nonrenewal on or before April 15<sup>th</sup>

Upon receipt of written notice for termination from the Superintendent; for those certified staff members who are in or beyond the fourth full consecutive term of employment, the certified staff member may request the right of access to the employment records, request a meeting with the Superintendent,

given the right to respond in writing by providing reasons for non-termination and/or the right to be represented.

## **REDUCTIONS IN FORCE POLICY**

Red Cloud Indian School, Inc. reserves the right to reduce its work force, when in its judgment, is the best interest of Red Cloud Indian School, Inc. and its various programs. All employees affected by such action will be served notification.

Teaching staff members will receive written notification of a reduction in force, which will be affecting him/her by April 15<sup>th</sup>.

Non teaching staff members will receive written notification of a reduction in force, which will be affecting him/her, 30 to 90 days prior to the date upon which the reduction will take effect, depending upon the reduction type, and notification to the State of South Dakota with 60 days prior notice (WARN Act).

The following order will be considered in determining the order of Employee reduction in force to the extent reasonably possible based on the particular circumstances and on Red Cloud Indian School, Inc.'s needs:

- A. Reduction of temporary Employee(s);
- B. Reduction of Employee(s) who are in his/her initial 90 day introductory period;
- C. Employees with documented performance and absenteeism problems (within the previous 12 months) and/or below average evaluations;
- D. Reduction of regular part-time Employee(s);

E. Reduction of regular full-time Employee(s).

The following criteria will also be considered in implementing the Employee reduction in force order set forth above.

- A. Evaluations of the Employee(s);
- B. Qualifications, the knowledge, skills and abilities of the Employee(s);
- C. The multiple position skills recently or currently being performed by the Employee(s);
- D. Staffing needs of the affected department;
- E. Certification, knowledge, skills and abilities if applicable;
- F. Length of service;
- G. In the event two or more Employees demonstrate similar qualifications and abilities for performing the work, the order of lay-off will be determined by length of service.

Program stability is also a consideration in a reduction of staff. Red Cloud Indian School, Inc. reserves the right to consider and act upon program stability considerations, if Red Cloud Indian School, Inc. determines that a program or particular area of service is in jeopardy due to the provisions of this policy. This policy does not apply to Employees hired with grant funds. Grant funded positions end when the grant funds are exhausted.

### **CONFLICT RESOLUTION & GRIEVANCE PROCESS**

Red Cloud Indian School, Inc.'s policies, rules and practices are designed to benefit the Employees and the organization. This conflict resolution procedure provides Employees with the means of pursuing a solution to work related problems or concerns, which cannot be handled on an informal basis. Employees who believe they have been treated unfairly, or in a manner inconsistent with

the established policies may question or challenge a decision or action through Red Cloud Indian School, Inc.'s formal Conflict Resolution process.

Department Heads are responsible for applying and enforcing the policies and procedures fairly and consistently. Likewise Employees are expected to follow their Department Head's leadership and follow Red Cloud Indian School, Inc.'s policies.

While it is the intention of the Red Cloud Indian School, Inc. to maintain a harmonious workplace for all Employees, from time to time disagreements or conflicts may arise. Red Cloud Indian School, Inc. further recognizes the need to deal with these issues in a timely, objective, professional, and efficient manner, and requires resolution be sought in the following manner. Employees who pursue a resolution utilizing this policy will not be discriminated against or suffer any retaliation for use of this policy to seek resolution.

Disagreements or conflicts which **do not** fall within the scope of this policy are those related to Title VII of the Civil Rights Act of 1964 as amended (discrimination practices), Americans With Disabilities Act As Amended in 2008, determination of position, individual Employee classification, salary or wage levels, performance evaluation, reduction-in-force decisions, and terminations of an "employment-at-will" are not subject to this policy; provided however, that any termination of the "employment-at-will" of an Employee must first be reviewed by the Executive Vice President and Human Resources Director.

### **Employee/Supervisor/Department Head Conference**

In the event a disagreement or conflict (issue) occurs, the Employee must first bring the issue to the attention of their Immediate Supervisor. If after discussion in good faith with their

Supervisor a resolution cannot be achieved, the next step is to bring the issue to the attention of their Department Head. Generally, conferences on these levels are quite successful if all parties concerned are consistently open, honest, and maintain a high level of good faith in their intentions. Reaching agreement on this level is always preferred as the issue can be dealt with in a quick and efficient manner. **Every effort should be made by each party to come to a resolution at this level.**

### **Employee/Department Head/Human Resources Conference**

If after conferences with both the Supervisor and Department Head a good faith effort has been made and not been viewed successful, an Employee may choose, as the next step, to have the issue brought to the Human Resources Director. The purpose of this step is to seek common ground on which a lasting resolution may be developed. The initial step, in this process, is for the Employee to **objectively** complete a narrative, in a format prescribed by the Human Resources Director, as closely in time as possible from the most recent conference with the Supervisor or Department Head, in no case to exceed 10 calendar days. Upon receipt and further clarification if necessary by the Human Resources Director, a conference will be scheduled with the applicable Department Head and Employee, within 5 working days of receipt of the completed narrative. Format and rules of the meeting shall be those determined by the Human Resources Director to foster equal opportunity to express each perspective. All information is confidential with the resolution/agreement prepared by the Human Resources Director, signed by both parties, and placed in the Employee's permanent file.



## **GRIEVANCE PROCESS**

Employees who feel their issue has not been resolved through the proceeding steps, may seek resolution through the Grievance Process. This process allows for each affected party to present their views to a five-member board, appointed, as needed, by the Executive Vice President. Those members will consist of two members of management and three non-management employees members of hourly Employees. The Board's first order of business will be to appoint a Chair to preside over the proceedings. Should any member realize a potential conflict of interest exists, the Executive Vice President will replace them from the same pool of Employees from which the member originated. The Grievance Board will hold a hearing within 5 working days after the written outcome of the proceeding Employee/Department Head Conference process, at which time a copy will be submitted to the Board Members. During the course of the hearing, each party will be afforded time to present their view, call witnesses, and supporting documentation. Additionally, the Board may investigate the matter further for their own clarification. Upon closing remarks by each party, the Board will adjourn into executive session to render their decision. The decision of the Board will be final.

## **WAGE and SALARY ADMINISTRATION**

### **WORK HOURS AND ATTENDANCE**

The normal work schedule for all 40 hour per week full-time Employees is eight hours a day, five days a week. Some full-time Employees work 32 hours per week. Department Heads will advise Employees of the times his/her schedule will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

School related work schedules will be tailored to meet the demands and needs of that program and will be communicated to the school staff by the appropriate administrator.

All Employees are expected to arrive on time and be ready to work each scheduled workday. Absenteeism and tardiness are disruptive to the entire institution, and will result in disciplinary action up to and including termination of employment.

If an Employee is going to be late for or absent from work on a regularly scheduled workday, s/he is expected to notify their Supervisor at least 30 minutes before the beginning of their scheduled work time, by whatever mode deemed appropriate by the Supervisor. Whenever possible, the Employee should have contact directly with their Supervisor. Employees are expected to contact their Supervisor each day when they will be absent from work unless a longer absence has been approved pursuant to policies on work-related injuries or leaves of absence, including the Family and Medical Leave Act (FMLA), or they are physically unable due to a medical emergency. Employees who fail to notify their Supervisor for 3 consecutively scheduled workdays, will be deemed to voluntarily abandoned their positions.

**Like all other policies, the preceding is a guideline. It does not create a contract of employment for any specific amount of time. As always, you have the right to terminate your employment at any time, with or without reason, and Red Cloud Indian School, Inc. maintains the same right.**

### **TIME KEEPING POLICY**

All hourly Employees are to accurately record the time they begin or end any work as well as the beginning and ending of a pay period, the beginning and ending of any split shift, or departure from work for personal reasons. All Employees will manage their

own time records and never request others to do so for them and be totally responsible for their personal time card.

Falsifying, tampering with time records, or falsifying another's time record may result in disciplinary action, up to and including termination of employment. **Overtime work must always be approved by the Department Head prior to it being performed.**

## **PAYDAY**

Employees are paid bi-weekly on every other Friday. For hourly Employees, the work week commences on Sunday at 12:01 A.M and ends on the following Saturday at 11:59 P.M. If the pay day falls on a holiday, the payday is the last workday before the holiday.

## **PAYROLL ADVANCE LOAN POLICIES**

All payroll advance loan requests of more than \$50, must be approved by the employee's immediate supervisor in writing prior to the processing of the request. Email authorizations will be accepted. Emails must be addressed to the Comptroller or VP for Finance. (This does not apply to the \$50 cash advances)

1. Effective 07/01/15, there will be a 10% interest applied to all payroll advance loans of more than \$50. The employee will make payments to pay the advance, along with the interest, through payroll deduction.
2. An employee is allowed up to 3 payroll advance loans above \$50 in one fiscal year period.
3. No additional loans will be authorized while an employee is still paying on a current loan. Only one loan at a time is allowed per employee.

4. No exceptions to any of these policies at any time.

## **PAY DEDUCTIONS AND SET-OFFS**

Red Cloud Indian School, Inc. will provide a limited payroll deduction program to help full-time Employees pay off a debt or obligation to others. At no time will Red Cloud Indian School, Inc. be obligated for an Employee's debt.

Eligible Employees must first get a letter of consent from the Business Office before making arrangements with the creditor for deductions from their paychecks. Any fees charged by the creditor are the responsibility of the Employee.

Only one payroll deduction at a time is allowed per employee.

## **WORKER'S COMPENSATION INSURANCE**

Employees who sustain work related injuries or illness, whether minor or serious, must inform his/her Department Head immediately. The Department Head shall report the incident to the Business Office within 24 hours of notification or face disciplinary actions.

Neither Red Cloud Indian School, Inc. nor its insurance carrier will be liable for the payment of the workman's compensation benefits for injuries that occurred during an Employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by Red Cloud Indian School, Inc.

# **BENEFITS**

- Holidays
- Leave Slips
- Vacation
- Emergency Leave
- Jury Duty/Witness Subpoena
- Military Leave
- Personal Leave
- Sick Leave
- Bereavement Leave
- Spiritual Leave
- Family and Medical Leave
- Educational Leave
- Employee Assistance Policy
- Insurance Programs & Retirement Plans

# **HOLIDAYS, LEAVES and VACATIONS**

## **HOLIDAYS**

Red Cloud Indian School, Inc. will grant paid holiday time off to all full-time and part-time non-instructional Employees for the following recognized holidays:

*New Year's Eve and New Year's Day*

*Martin Luther King, Jr. Day*

*President's Day*

*Good Friday*

*Memorial Day*

*Little Bighorn Memorial*

*Independence Day*

*Labor Day*

*Native American Day*

*Veterans Day*

*Thanksgiving Day and day after*

*Christmas Eve and Christmas*

Red Cloud Indian School, Inc. recognizes that some non-instructional Employees must work on Red Cloud Indian School, Inc. holidays. A non-instructional Employee required to work on a holiday will be paid at the rate of time and one-half (holiday pay) for the holiday. However, the non-instructional Employee may elect, with supervisor approval, to schedule the holiday at another time at the rate of regular

Regular full- and part-time Employees receive holiday pay when the holiday occurs during their regular scheduled work time.

Regular part-time staff members receive holiday pay for their normally scheduled work hours.

Hourly Employees, who work on a holiday, will be entitled to pay for working on Red Cloud Indian School, Inc. holidays provided the Employee works at least half of his/her scheduled work hours on the day before and after the recognized holiday. If an Employee is required to work on a holiday, that Employee may take a day off within the next two weeks.

If a paid holiday falls on a Saturday the preceding Friday is the paid holiday. If the paid holiday falls on the Sunday, the following Monday is the paid holiday.

**LEAVE SLIPS**

All Employees, whether hourly or salaried, are required to submit the appropriate leave slips to his/her Supervisor/Department Head prior to scheduled time off request.

**VACATION**

- A. Full-time non-instructional Employees are entitled to the following vacation time, based on length of continuous service to Red Cloud Indian School, Inc. For exempt Employees, “years” are from July 1st of the year of beginning of full-time employment with Red Cloud Indian School, Inc.

<b>Years of Continuous Service as of July 1st</b>	<b>Vacation Hours Per Year</b>
6 months-1 year	40 Hours
1 year- 4 years	80 Hours
5 years- 10 years	120 Hours
10 years or more	160 Hours

B. Part-time non-instructional Employees are entitled to the following vacation time, based on length of continuing service to Red Cloud Indian School, Inc.:

Years of Continuous Service/Hours of Vacation Leave

<b>Hours Per Work Week</b>	<b>1&lt;5 yrs.</b>	<b>5&lt;10 yrs.</b>	<b>10 yrs. or more</b>
20	40 hrs.	60 hrs.	80 hrs.
24	48 hrs.	72 hrs.	96 hrs.
30	60 hrs.	90 hrs.	120 hrs.
32	64 hrs.	96 hrs.	128 hrs.
40	80 hrs.	120 hrs.	160 hrs.

1. Vacation must be earned before it can be taken.
2. Vacation time is available for use at the conclusion of each fiscal year.
3. Vacation pay is earned at the Employee's base pay rate at the time of vacation.
4. All earned but unused vacation in any given fiscal year is forfeited at the end of the year. Employees are not entitled to an advance of vacation time.

Vacation time can be used in minimum increments of one half-day of a normally scheduled workday. An Employee should request approval at least one week in advance of his/her desired vacation time from his/her Supervisor/Department Head. Requests will be granted based on several factors, including but not limited to business needs and staffing requirements. All Employees are expected to make arrangements for coverage of essential services that are among their responsibilities during vacation.



Upon ceasing employment with Red Cloud Indian School, Inc., Employees will be paid for earned unused vacation time that was earned through the last day of work.

### **EMERGENCY LEAVE**

An emergency situation may arise which makes it necessary for an Employee to be absent for a reason not covered by any policy. In this event, the Employee will submit a request for leave in writing to his/her Department Head/Principal, stating the reason and the length of absence. The merits of this request will be the basis of action. Taking leave in order to use accumulated leave will not be considered a valid reason for emergency absence from duty.

### **JURY DUTY/WITNESS SUBPOENA**

Paid leave will be granted to all Employees who are summoned for grand jury, jury duty or subpoenaed to be a witness. Employees are to show to their Department Head the Jury Summons or Witness Subpoena. Insurance benefits will remain in effect and unchanged for the full term of the jury duty/witness absence. Employees are required to assign their jury stipend to Red Cloud Indian School, Inc.

### **MILITARY LEAVE**

It is the policy of Red Cloud Indian School, Inc. to comply with all applicable laws that afford protection rights to Employees serving duty with the military, military reserves or National Guard.

Members of a military reserve or National Guard unit may have an annual training period. When an Employee receives orders for such training, he/she should promptly notify his/her Supervisor/Department Head, detailing the duration of the required

service. Regular pay minus military pay received for regularly scheduled workdays will be provided for up to two weeks.

If an Employee so desires, he/she may use vacation and personal leave time for military service. Any additional time needed for military service will be a leave of absence without pay.

Should an Employee be required to take an extended leave without pay to fulfill his/her military duty, eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

### **PERSONAL LEAVE**

Full-time Employees may take up to four (4) days of personal leave, which shall not accumulate. Part-time Employees are entitled to personal leave on a pro-rated basis. Personal Leave is to be used for personal business. Personal leave may not be used to seek other employment or to extend vacation or holiday periods. Unused personal leave remaining at the end of each fiscal school year will not carry over into the next year. Unused personal leave that has not been preapproved will not be paid at the time of separation or termination.

### **SICK LEAVE**

**Sick leave benefits are intended solely to provide income protection, for the Employee, in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to Employees during the time of their employment or upon termination of employment. This leave may be taken for personal illness as well as illness or death in the Employee's immediate family to include an individual's spouse, parents, children, siblings, parents-in-law, step-parents, step-siblings and step-children, cousins of the first or**

**second degree, and a significant other, or a person residing in the Employee's house.**

Red Cloud Indian School, Inc. reserves the right to request a written physician's statement after three consecutive days of absence.

Sick leave is available to all full-time Employees as follows:

1. Full-time teachers receive 80 hours of sick leave at the beginning of the school year, which may accumulate up to a maximum of 320 hours.
2. Full-time non-instructional Employees who work 40 hours per week receive a prorated amount of 96 hours of sick leave at the time they become full-time Employees. Sick leave may accumulate up to a maximum of 320 hours.
3. Part-time Employees are entitled to prorated hours of sick leave at the time they begin employment according to the following schedule:

<b>Hours Per Work Week</b>	<b>Hours of Sick Leave</b>	<b>Hours that Can Accumulate</b>
20	48	160
24	58	192
30	72	240
32	77	256

4. Sick leave benefits are calculated on the basis of Red Cloud Indian School, Inc.'s fiscal year.

- A. For purposes of using sick leave, immediate family is defined as to include an individual's spouse, parents, children, siblings, parents-in-law, step-parents, step-siblings and step-children, cousins of the first or second degree, and a significant other or a person residing in the Employee's house.
  - B. Employees who are unable to work due to illness should personally notify their direct Supervisor before the start of their workday, if possible, and also on each additional day of absence. The Employee's Supervisor/Department Head will keep a record of all sick leave absences and notify the Business Office of such absences.
5. Sick leave is a benefit solely for the use of the Employee and cannot be donated, gifted or transferred in any way to another Employee.

Employees are asked to make all medical appointments for non-work times whenever possible.

### **BEREAVEMENT LEAVE**

Red Cloud Indian School will grant annually up to 3 scheduled workdays of bereavement leave for the death of an employee's immediate family member. Immediate family includes spouse, children, parent, grandparents, grandchildren, brother, sister, aunts, uncles, nieces, nephews, cousins, and in-laws of the same.

## **SPIRITUAL LEAVE**

Consistent with its mission, Red Cloud Indian School encourages employees to make use of opportunities for spiritual development and renewal according to their particular faith tradition. Red Cloud may grant up to two scheduled workdays for any non-faculty employees for Spiritual Leave. Spiritual opportunities include, but are not limited to retreats, sun dances, and Lakota ceremonies. In all cases, in order to ensure that important services to not lapse because of absences from Red Cloud, Employees must submit a written request to their immediate supervisor no later than 10 working days prior to the date of the proposed absence. All requests must be approved by the Department Head.

## **FAMILY AND MEDICAL LEAVE (FMLA Leave)**

An eligible Employee is entitled up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for:

1. The birth of a child or to care for a child within the first 12 months after birth;
2. The placement of a child with the Employee for adoption or foster care and to bond with and care for the child within the first 12 months after placement;
3. To care for an Employee's spouse, parent, or child who has a serious health condition;
4. For a serious health condition that makes the Employee unable to perform the functions of his/her position; or
5. If the Employee experiences a qualifying necessity that arises out of the fact that a spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves.

FMLA Leave to care for a child includes leave for a stepparent or a person *in loco parentis*.

**Military Caregiver Leave.** In addition, an Employee who is the spouse, parent, child or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to 26 weeks of FMLA Leave in a 12-month period, including the types of leaves listed above.

**Notice of Leave.** When requesting leave, the Employee must:

- Complete an application and supply sufficient information for Red Cloud Indian School, Inc. to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Cooperate with all requests for information regarding whether absences are FMLA-qualifying;
- When FMLA Leave is in connection with birth, adoption or foster placement, and is foreseeable, the Employee must provide at least thirty (30) days notice of the date when FMLA Leave is to begin. When FMLA Leave is in respect to family or Employee illness which is foreseeable, the Employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave, so as to not unduly disrupt the operations of Red Cloud Indian School, Inc.

Failure to comply may result in leave being delayed or denied.

**Intermittent Leave.** When medically necessary, Employees may take FMLA Leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are

required to cooperate to arrange reduced work schedules or intermittent leave so as to minimize disruption of business operations.

Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations.

**Medical and other Certifications.** Employees will be required to provide a medical certification if the leave request is: 1) for the Employee's own serious health condition, 2) to care for a family member's serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an Employee refuses to provide a certification, his/her leave request may be denied and the Employee may be disciplined.

Red Cloud Indian School, Inc., 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, Red Cloud Indian School, Inc. 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.

Red Cloud Indian School, Inc. may agree that the Employee may take leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of a child. This is subject to the recommendations of the Department Head and is at the request of the Employee.

**Fitness for Duty Certifications.** Because Red Cloud Indian School, Inc. wishes to ensure the well-being of all Employees, any Employee returning from FMLA Leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An Employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An Employee who fails to provide an FFD certification may be disciplined or terminated.

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

FMLA shall be used concurrently with all available accrued paid leave, including vacation, sick leave, and personal leave before using the unpaid leave. Absences in excess of these accumulated days will be treated as FMLA Leave without pay. For military caregiver leave, the Employee and Employee spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above.

During the period of FMLA Leave, the Employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on FMLA Leave. Red Cloud Indian School, Inc. will continue to pay its portion of the health insurance and it will be the Employee's responsibility to continue to pay for his/her portion. If the Employee elects not to return to work at the end of the leave period, the Employee will be required to reimburse Red Cloud Indian School, Inc. for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Upon return to work, the Employee will be entitled to his/her same position or an equivalent position with equivalent pay, except that return to work by an instructor during the last two (2) or three (3)



weeks of a semester is subject to certain restrictions. Employees who do not return to work at the end of their leave will be terminated unless they are entitled to additional leave as a reasonable accommodation under the ADA and ADAAA.

In cases where both spouses are employed by Red Cloud Indian School, Inc. the combined amounts (both Employees) of FMLA Leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

All questions and requests for Family Medical Leave should be addressed to the Director of Human Resources.

## **EDUCATIONAL LEAVE**

After successful completion of the introduction period (90 days), employees may be granted educational leave to attend courses under the following conditions:

1. Educational Leave requests must be submitted in writing to immediate supervisor and approved by supervisor with copy forwarded to HR.
2. The supervisor may grant educational leave to employees to attend courses that are either: a) related to their employment, or b) are beneficial to the employee in relation to their employment.
3. Verification of registration for courses must be attached to the educational leave request.
4. Authorization for educational leave rests solely with immediate supervisor and is contingent upon whether or not the employee can be spared without detriment to work requirement.
5. Authorized educational leave will be limited to four (4) hours per week; within this limit, the employee will be paid

regular salary including leave accrual. A leave slip must be submitted each pay period in order to receive educational leave. This must be done prior to the end of the last day of the workweek.

6. Verification of class completion will be required by the supervisor. This can be done by providing the supervisor with a transcript or semester grade report.
7. Regarding grant employees, this policy is dependent upon grant guidelines governing the employee's position.
8. At the completion of the course, the employee will submit a one (1) page report to his/her supervisor, describing how the course was beneficial to them in their position. The supervisor will in turn submit this report to the Human Resources Office for filing.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP) POLICY**

Red Cloud Indian School, Inc. recognizes that Employees may have personal problems that are affecting or may affect job performance and productivity and has, therefore, established an Employee Assistance Program (EAP). Red Cloud Indian School, Inc. recognizes that many human problems can be successfully treated when referrals are made to an appropriate resource person or agency. This applies whether the problem is one of physical illness, mental or emotional illness, financial, legal, marital or family distress, alcoholism, drug abuse or other concerns.

The EAP is available to full and part-time Employees of Red Cloud Indian School, Inc. Temporary Employees are not eligible for the program.

#### **Self-Referral:**

Employees who feel they may benefit from the EAP are encouraged to seek assistance on their own. Information regarding Employee's personal problem will not be revealed to any representative of Red Cloud Indian School, Inc. without written

permission of the Employee. All records and discussions will be handled in a confidential manner.

**Employer Referral:**

It is the policy of Red Cloud Indian School, Inc. that if an Employee's job performance, attitude or attendance is unsatisfactory and the Employee is unable or unwilling to correct the situation either alone or with normal Supervisory assistance, the Employee will on the advice of his/her Department Head participate in the EAP. However, participation does not preclude the use of disciplinary action or discharge.

Employees who participate in the EAP on the advice of his/her Department Head will meet with the counselor who will provide the agreed upon reporting to Red Cloud Indian School, Inc.

It is the responsibility of the Employee to comply with the referral for assessment, to cooperate and follow recommendations of the diagnostician or counseling agent.

It is expected that the work performance will be corrected. If an Employee is referred to the EAP and chooses not to participate or refuses to follow the recommendations of the designated resource person and the Employee's job performance, attendance or attitude continues to be unsatisfactory, then normal disciplinary measures will be taken which may include termination.

In instances where applicable, Red Cloud Indian School, Inc.'s sick leave and health insurance benefits may be utilized for treatment or rehabilitation as provided pursuant to those benefits. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation for alcoholism and/or drug abuse as set forth below in the Drug-Free Workplace policy.

## **INSURANCE PROGRAMS AND RETIREMENT PLANS**

- Insurance Programs
  - Dental Insurance
  - Health Insurance
  - Life Insurance
  - Vision Insurance
- Retirement Plans

The insurance benefits mentioned in this handbook are for informational purposes only. In all cases insurance benefits and eligibility requirements, etc., are subject to the terms of the insurance contracts currently in effect. For a complete description of all benefit programs, refer to individual benefit booklets. If you have questions please contact the Business Office.

If any specific provision of a formal written contract or benefit plan document conflicts with this handbook, the contract or plan document will control.

### **DENTAL INSURANCE**

Dental insurance is available to all full-time Employees subject to the terms and conditions of the contracts currently in effect with the dental insurance provider. Please see the separate booklet prepared by our provider for specific information. Assistance with claims may be obtained from the Business Office.

### **HEALTH INSURANCE**

Health insurance is available to all full-time Employees of Red Cloud Indian School, Inc. subject to the terms and conditions of the contracts currently in effect with the health insurance provider. Please see the separate booklet prepared by our provider for

specific information. Assistance with claims may be obtained from the Business Office. Once an insurance option is in effect it cannot be revoked or amended during the plan year unless there is a change in family status.

### **LIFE INSURANCE**

Red Cloud Indian School, Inc. provides a life insurance benefit for all full-time Employees in the amount of \$10,000, according to the terms and conditions of the contract currently in effect with the life insurance provider. Please see the Business Office for further details.

### **VISION INSURANCE**

Vision insurance is available to all full-time Employees according to the terms and conditions of the contract currently in effect with the vision insurance provider. Please see the separate booklet prepared by our provider for specific information. Assistance with claims may be obtained from the Business Office.

### **RETIREMENT PLAN**

After completing two consecutive years plus one month of employment, a retirement contribution of five percent of an eligible Employee's annual salary may be invested in Red Cloud Indian School, Inc.'s retirement fund at the end of each subsequent month of employment. This fund may be removed at retirement time after a reasonable processing period. Should an Employee cease employment at Red Cloud Indian School, Inc., for other reasons than retirement, an Employee may request his/her funds, which will be paid the following year after June 30 of the plan year. Eligible Employees may also participate in other retirement vehicles as arranged by the Employee with Red Cloud Indian School, Inc. See the Business Office for further details.

# **GENERAL INFORMATION AND GUIDELINES**

- Accident/Injury Policy
- Bank Accounts, Checks and Credit Cards
- Child Safety Policy
- Confidentiality and Work Product
- Drug-Free Workplace Policy
- Drug Testing Policy
- Electronic and Telephonic Communications Policy
- Enrollment Fee Waiver
- Equipment and Property
- Fraud and Embezzlement Policy
- Fundraising
- Guidelines for Appropriate Conduct
- Harassment
- Misuse of Staff Status
- Off-Duty Misconduct
- Parking
- Sexual Misconduct Policy
- Smoke-Free Environment
- Software Licenses
- Visitors Center
- Visitors in the Workplace
- Whistleblower Policy
- Notice of Privacy Practices

## ACCIDENT/INJURY REPORTING

Employees who are involved in an accident, sustain any injury, or see another Employee, student, or visitor sustain an injury are required to immediately report the same to the Business Office and to complete a written accident report as soon as possible.

Reports of a vehicle accident should be accompanied by a police report. See also reporting requirements under Workman's Compensation Insurance.

## BANK ACCOUNTS, CHECKS AND CREDIT CARDS

No bank account is to be opened using any funds obtained through a school fundraiser or a parish fundraiser. All funds are to be given to the Business Office or deposited in existing parish accounts.

Without prior approval from the Comptroller, no Employee is to cash any check made payable to Red Cloud Indian School, Inc. or any of its organizational entities.

**A Red Cloud Indian School, Inc. credit card is not to be used to make personal purchases.**

There are employees who have been issued a Red Cloud Indian School, Inc, credit card with their individual names on the cards. There are also other credit cards that are not issued in individual names but bear the name of Red Cloud Indian School, Inc. or its organizational entities. In either case those employees using the credit card are required to adhere to this policy.

This policy is in written form and must be signed by all credit card holders and those who sign out for the other credit cards.

Credit cards are intended for work related expenses only, no personal use is allowed. The use of the credit card is intended for, but not limited to costs associated with travel such as airfare, lodging and meals, car rental, taxi, parking, and registration fees. They are also used for the purchase of equipment/supplies. (Equipment costing \$1,000 or more must follow the major equipment purchase process.) No cash advances from the credit cards are allowed. Only the Comptroller or VP for Finance is authorized to apply for a Red Cloud Indian School, Inc. credit card no other employees are authorized to do so.

The employee using the credit card is responsible for obtaining a receipt for the charge, and for initiating the purchase order to pay for the charge(s). The department head or supervisor must approve the purchase order with his/her signature. All purchase orders must be accompanied by a receipt in order to be processed. If the purchase is made online, please remember to print the receipt once the purchase has been confirmed. A “credit card slip” is the customer’s copy of the credit card charge form. It is not a receipt unless it contains the necessary information required of a receipt.

The employee must submit purchase orders for credit card payment no later than fourteen working (14) days from time of purchase or return from trip. The employee should not wait for the monthly credit card statement to begin the payment process. The statement will be reviewed and reconciled by the Business Office.

The consequences for not submitting payment and receipts within the timeline described, may include but not limited to, revocation of credit card, personal responsibility to pay credit card charges and disciplinary action.

It is strongly recommended that employees use the Red Cloud Indian School, Inc., credit cards whenever possible, and if



available. If and when it is not possible to do so, the employee will be reimbursed for the amount of work-related charges only.

## **CHILD SAFETY**

### I. Overview

Relationships among people are the foundation of a ministry rooted in Lakota and Catholic faith and are central to the life of Red Cloud Indian School, Inc. Defining healthy and safe relationships is not meant, in any way, to undermine the strength and importance of personal contact or the ministerial role. Rather, it is to assist all who fulfill the many roles that create Red Cloud Indian School, Inc. to demonstrate their love and compassion for children and adults in the most sincere and genuine relationships.

### II. General Definitions

A. For the purposes of this policy, the following are included in the definition of Personnel:

1. All paid personnel, including those who contract their services to Red Cloud Indian School, Inc.
2. Volunteers, including but not limited to Red Cloud Indian School, Inc. Volunteers and those who volunteer in the Pastoral Program, who offer themselves for service without pay.

B. Children and youth

A child is defined as anyone under the age of 12 years. A youth is defined as anyone who is at least 12 years old, but not yet 18 years old.

C. Types of abuse

1. Physical abuse is non-accidental injury, which is intentionally inflicted upon a child or youth.
2. Sexual abuse is any contact of a sexual nature that occurs between a child or youth and an adult. This includes any activity, which is meant to arouse or gratify the sexual desires of the adult.
3. Emotional abuse is mental or emotional injury to a child or youth that results in an observable and material impairment in the child or youth's growth, development or psychological functioning.
4. Neglect is the failure to provide for a child or youth's basic needs or the failure to protect a child or youth from harm.

III. Screening, Selection and Training for Work with Children and Youth

A. All applicants for Personnel positions are minimally required to complete a standard application that includes a release of information to conduct reference and background checks. When

appropriate, individual interviews will be conducted.

B. All Personnel are required to complete a basic orientation in helping to maintain a safe and healthy environment for all people, including children and youth.

#### IV. Conduct with Children and Youth

The following guidelines are intended to assist Personnel in making decisions about interactions with children and youth in Red Cloud Indian School, Inc. sponsored and affiliated programs. They are not designed or intended to address interactions within families. For clarification of any guideline or to inquire about behaviors not addressed here, contact your Department Head.

##### A. General Conduct

1. Personnel are responsible for releasing children and youth in a custodial care relationship only to parents, legal guardians, or other persons designated by parents or legal guardians. In the event that Personnel are uncertain of the propriety of releasing a child or youth, they should locate or contact their immediate Supervisor before releasing the child.
2. Personnel are prohibited from the use, possession, distribution, or being under the influence of alcohol or any illegal drugs while in the presence of children and youth.

3. Personnel may occasionally be in a position to provide transportation for children and youth. The following guidelines should be strictly observed when Personnel are involved in the transportation of children and youth:
  - a. With the exception of emergency situations or for medical need, children and youth should never be transported without the permission of parents or legal guardians.
  - b. Children and youth should be transported directly to their destination. No unauthorized stops should be made.
  - c. Personnel must avoid unnecessary and/or inappropriate physical contact with children and youth while in vehicles.
  - d. Drivers who are assigned to transport children and youth must be at least 21 years old.
  - e. Whenever possible, Personnel should endeavor to utilize two adults when transporting.
4. Personnel will respond to children with respect and consideration and treat all children equally, regardless of sex, race, religion, culture or socio-economic status.

Personnel will portray a positive role model for youth by maintaining an attitude of respect, patience, and maturity.

5. Personnel are prohibited from speaking to children and youth in a way that is or could be construed by any observer as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Personnel are expected to refrain from swearing in the presence of children and youth.
6. One to one counseling with children and youth will be done in a public place where private conversations are possible, attempting to preserve the effectiveness of the counseling and the protection of the children/youth.
7. Personnel must not initiate sexually oriented conversations with children and youth. Staff, in a mentoring or counseling relationship, may respond to sexually oriented questions or comments from children and youth, but will do so in a manner consistent with Lakota and Catholic values. Personnel are not permitted to discuss their own sexual activities with children and youth.
8. No Personnel may date a child or youth or become romantically or sexually involved with a child or youth.

9. All Personnel, including Personnel under the age of 18, will maintain appropriate boundaries when in positions of power with program participants.
10. Personnel will refrain from intimate displays of affection towards others in the presence of children and youth, parents, and other personnel.
11. It is not allowed to give unusual sums of money or unusual gifts to children or youth, except within the context of a group gift, given to all participants in celebration of special events or recognition.
12. Personnel will never be nude or inappropriately dressed in the presence of children and youth. Personnel must be well groomed and appropriately dressed at all times.
13. Changing and showering facilities for adults should be separate from facilities for children and youth. In circumstances where facilities are shared, scheduling will be modified to ensure that changing and showering facilities will not be utilized by adults and children simultaneously.
14. Personnel are prohibited from possessing any sexually oriented or morally inappropriate printed materials (magazines, cards, videos, films, clothing etc.) on Red Cloud Indian School, Inc. property or in the

presence of children and youth.

15. Personnel are prohibited from viewing or downloading any sexually oriented or morally inappropriate internet materials on Red Cloud Indian School, Inc. property or in the presence of children and youth.
16. Personnel are prohibited from sleeping in the same beds, sleeping bags or small tents with children and youth.
17. Private living areas or bedrooms of Personnel are not to be used for Red Cloud Indian School, Inc. programs or by program participants.
18. Any contact between Personnel and children and youth which takes place outside the context of scheduled activities or job description (phone calls, letters or face to face conversations) and is unrelated to program sponsored by Red Cloud Indian School, Inc., must remain professional at all times.

B. Physical Contact

Red Cloud Indian School, Inc. hereby implements a physical contact policy to promote a positive, nurturing environment while protecting children and Personnel from misunderstandings. The following guidelines are to be carefully followed by all Personnel working with children and youth.

1. Appropriate affection between Personnel and children and youth is important for a child's development and a positive part of ministry. The following forms of affection are regarded as appropriate examples for most Red Cloud Indian School, Inc. sponsored and affiliated programs:
  - Side hugs
  - "A" frame hugs
  - Pats on the shoulder or back
  - Handshakes
  - "High-fives" and hand slapping
  - Verbal praise
  - Touching hands, faces, shoulders and arms of children and youth
  - Arms around shoulders
  - Holding hands while walking with small children
  - Sitting beside small children
  - Kneeling or bending down for hugs with small children
  - Holding hands during prayer
  - Kisses on the head
  - Pats on the head
  
2. Some forms of physical affection could be used by adults to initiate inappropriate contact with children and youth. In order to maintain the safest possible environment for children and youth, the following are examples of affection that are not to be used in Red Cloud Indian School, Inc. sponsored and affiliated programs:
  - Full body hugs or lengthy embraces



- Kisses on the mouth
- Holding children and youth over two years old on the lap
- Touching bottoms, chests or genital areas
- Showing affection in isolated areas such as bedrooms, closets, staff only areas or other private rooms
- Sleeping in bed with a child or youth
- Rubbing knees or legs of children and youth
- Wrestling with children and youth
- Tickling children and youth
- Piggyback rides
- Any type of massage given by a child or youth to an adult
- Any type of massage given by an adult to a child or youth
- Any form of unwanted affection
- Compliments that relate to physique or body development (e.g. “you are really developing.”)

### **3. NO CORPORAL PUNISHMENT IS PERMITTED.**

## V. Supervision of Programs

### A. General Monitoring

1. Personnel will never leave a child or youth unsupervised.
2. Personnel should avoid being alone with a single child or youth where they cannot be

observed by others.

3. When children or youth are present, it is recommended to have a minimum of two screened adults available in any program facility.
4. Personnel under the age of 18 must be directly supervised by an adult over the age of 21.
5. Personnel are not permitted to develop new activities for children and youth without approval from the appropriate Department Head. Requests to develop new activities should be submitted in writing.

B. Facility Monitoring

1. Children and youth are not to be in those buildings and areas designated and posted as off-limits to children.
2. All children and youth are required to remain in facility areas that are easily viewed by Personnel.

C. Monitoring Higher-Risk Activities

1. Each program will develop age-appropriate procedures to ensure the safety of children and youth using restrooms and showers or baths.
2. While supervising or assisting the private activities of children or youth, such as dressing

or washing, Personnel are never to be alone with a single child or youth.

3. All overnight activities involving a child under the age of 18 are to be clearly planned with prior approval from the School Administration or Parish Administration. An adequate number of pre-approved staff/volunteers will act as chaperones with no single adult/child sharing sleeping arrangements. All off-premises activities are to be done with two or more adult staff/volunteers. When both boys and girls are taking part, male and female chaperones must be present.

## VI. Reporting of Inappropriate Behaviors with Children and Youth

- A. Because Red Cloud Indian School, Inc. is dedicated to maintaining a zero tolerance for abuse, it is imperative for every member of this community to participate actively in the protection of children and youth. In the event that Personnel observe any suspicious or inappropriate behaviors on the part of other Personnel, it is their personal responsibility to immediately report their observations to their Department Head. Examples of suspicious or inappropriate behaviors would be policy violations, neglectful supervision, seeking private time with children and youth, taking children and youth off premises without adhering to procedures, buying unusual gifts for children and youth, poor role modeling, swearing or making suggestive comments to children and youth.

1. All reports of suspicious or inappropriate

behavior with children and youth will be taken seriously. Red Cloud Indian School, Inc. procedures will be carefully followed to ensure that the rights of all those involved are protected.

2. If at any point in gathering information about suspicious or inappropriate behavior, there is reasonable cause to believe the abuse has occurred; all legal reporting requirements will be followed.
- B. In addition, both State and Tribal laws require suspected cases of child abuse or child neglect be reported to the proper authorities who, in turn, shall investigate and determine the facts of the case. Any staff member who is a counselor, social worker, teacher, or school counselor, and who has reasonable cause to suspect that a child under the age of 18 has been abused or neglected shall report the same to the child's Principal or to the Superintendent. For situations outside the school context, a staff person should contact his/her Supervisor/Department Head. The appropriate administrator is to contact the Department of Social Services, as required by law, and the President.
- C. Personnel who violate this policy will be subject to disciplinary action up to and including termination and possible prosecution.

## **CONFIDENTIALITY AND WORK PRODUCT**

As a member of the Red Cloud Indian School, Inc. staff, you may have access to confidential information records including, for

example, donor financial contributions, spiritual counseling, counseling, student records, and other Employee records. It is extremely important that such information be made available to Employees only on a need to know basis, that it not be disclosed to anyone outside our staff without the prior approval of your Department Head and that it be viewed as COMPLETELY CONFIDENTIAL. It is our policy that all confidential or proprietary information available to you through your job or position be considered private and held in strictest confidence. Gossiping about a student or staff member is also prohibited. Violation of this policy may lead to disciplinary action. Your obligation and responsibility with respect to confidential information not only applies during your employment with Red Cloud Indian School, Inc., but also after your employment ceases. Upon employment separation, you are required to promptly return all property of Red Cloud Indian School, Inc. and all materials containing confidential information.

Any and all manuscripts, writings, pictorial materials, computer programs or software, and any other creations (collectively “Creations”) created by you either individually or jointly with others, during your employment which relate to Red Cloud Indian School, Inc. or its present or future activities, or which are capable of beneficial use by Red Cloud Indian School, Inc., belongs to Red Cloud Indian School, Inc. exclusively and not to you. All Employees, as a condition of their employment, relinquish to Red Cloud Indian School, Inc. all rights they may have in any and all Creations. Red Cloud Indian School, Inc. shall have the full right to seek and procure copyright registration on any Creations.

## **DRUG-FREE WORKPLACE & DRUG TESTING POLICIES**

It is the policy of Red Cloud Indian School, Inc. to maintain a drug-free workplace. Employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

As a precondition of employment, a routine drug test for controlled substances may be required. While on the premises of Red Cloud Indian School, Inc. or while conducting Red Cloud Indian School, Inc. related activities off of the premises, no Employee may use, possess, distribute, manufacture, sell or be under the influence of alcohol or illegal drugs.

For the purpose of this policy, the term “drugs” refers to all controlled substances in the United States Code. The term “drugs” does not mean the use of a controlled substance pursuant to a valid prescription. See definitions listed under guidelines in this policy.

Legal use of prescribed drugs is permitted on the job only if it does not impair an Employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Any Employee found in violation of this drug and alcohol policy may be subject to disciplinary action up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences to the Employee.

For the purpose of this policy, an Employee shall be deemed to be “under the influence” of drugs if a test for the presence of drugs in the Employee’s system results in a positive finding of the presence of any drug. The term “positive finding” means a determination,

by the laboratory selected by Red Cloud Indian School, Inc. to conduct the drug test, that the sample tested contains a drug in a sufficient concentration so that it is reported by the laboratory as a positive result.

For the purpose of this policy, an Employee shall be deemed to be “under the influence” of alcohol if a properly conducted test to determine the blood alcohol concentration of the Employee was greater than 0.00% by weight of alcohol in the Employee’s blood.

Red Cloud Indian School, Inc. may also determine that an Employee is “under the influence” of alcohol for purposes of this policy based on other information, evidence, conduct or behavior.

Red Cloud Indian School, Inc. reserves the right to carry out inspections at any time of an Employee and any property, including a motor vehicle, the Employee brings on to the premises of Red Cloud Indian School, Inc.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. Employees may also wish to discuss these matters with his/her Department Head or the President to receive assistance or referrals to appropriate resources in the community.

The Employee’s Department Head, in consultation with the President/Executive Vice President may grant leave. Factors to be considered in determining whether leave should be granted shall include:

- (1) whether the Employee agrees to abstain from the use of the problem substance,

- (2) whether the Employee agrees to abide by all Red Cloud Indian School, Inc. policies, rules and regulations regarding conduct in the work place,
- (3) granting the leave will not cause Red Cloud Indian School, Inc. any undue hardship.

Under the Drug-Free Workplace Act, an Employee who performs work for a government contract or grant must notify Red Cloud Indian School, Inc. of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

## **DRUG & ALCOHOL TESTING POLICY**

It is Red Cloud Indian School, Inc.'s commitment to safeguarding the health of the employees and providing a safe environment for employees, students, visitors and partners, with the highest quality education and services possible. Red Cloud Indian School, Inc. issues this policy outlining its guidelines on the use or abuse of; alcohol, prescribed drugs or controlled substances, Illegal drugs, marijuana or hemp products and inhalants.

In pursuit of this policy the following guidelines shall apply:

### **1. Definitions:**

- a. Alcohol or alcoholic beverage – means any beverage that has an alcoholic content in excess of .5% by volume.
- b. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it and/or the metabolite of any such substance.
- c. Prescribed drug or Controlled Substance– means any controlled substance prescribed for the individual consuming it by



a licensed medical practitioner. Controlled substance means that distribution of a substance (usually a drug) is subject to regulation by state or federal law (i.e., it can only be prescribed by a licensed medical practitioner).

d. Illegal drug – means any drug or controlled substance, the sale or consumption of which is illegal.

e. Marijuana or Hemp Product: Recently a number of products have appeared on the market, which are advertised as hemp products. The hemp contained in these products is Cannabis Sativa, or Marijuana. The legal council for the Department of Transportation has issued the following guidance regarding hemp products. Whatever else it may be, consuming hemp food products is not a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen. Red Cloud Indian School, Inc. will not accept an assertion of consumption of a hemp food product as a basis for verifying a marijuana test result.

f. Inhalant – means any glue, paint, aerosol, anesthetic, cleaning agent, solvent, or other substance that, when inhaled or ingested, will cause a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling of the senses and that contains chemicals including, but not limited to: toluene, xylene; hexane; acetone; methylene chloride; methanol; Freon(s); benzene; (iso) amyl nitrite; (iso) butyl nitrite; (iso) propyl nitrite; N-butyl nitrite; butane; propane; fluorocarbon, hydrocarbons; ethyl chloride; nitrous oxide; halothane; tetrachloroethylene; trichloroethane; trichloro- ethylene.

g. Specimen – means urine, blood, breath, saliva, or hair.

2. Red Cloud Indian School, Inc. reserves the right to test for the presence of the following drugs and alcohol at the levels indicated on the following chart.

DRUG CLASS	URINE –NG/ML
Alcohol	0.0%
Amphetamine/Methamphetamine	500
6-Monoacetyimorphine	10
Opiates	2000
Cocaine Metabolite	150
Marijuana Metabolite	50
MDA – Analogues	500
Phencyclidine(PCP)	25

3. Any individual whose test result indicates the presence of alcohol or drugs at or above the levels shown in any of the classes of drugs listed above will be considered to have a positive test.

4. No prescribed drug shall be brought on Red Cloud Indian School, Inc. premises by any person other than the person for whom the drug is currently prescribed by a licensed medical practitioner and shall be used only by the person in which it is prescribed, in the manner, combination, and quantity prescribed.

5. Red Cloud Indian School, Inc. will not tolerate on-premises or on-duty use, possession, or distribution of illegal drugs or

alcohol or the abuse of inhalants. Employees who use these substances off duty and report for work under their influence may be terminated.

6. The illegal use, sale, trade, manufacture or delivery of a drug or controlled substance or the illegal possession of same on or off duty is cause for termination.

7. At the request of Red Cloud Indian School, Inc., based on reasonable suspicion or evidence of illegal sale, possession, or use of controlled substances, employees must submit to a search of items within the employee's work area and any personal vehicle brought on Company premises or worksites or used on Company business.

8. **Applicant Testing:** All persons who seek employment for any type of position may be required to submit to drug testing **only** after a conditional offer of employment has been made. Collection sites, laboratory locations, the designated Medical Review Officer ("MRO") or designated Medical Agency and record keeping will all follow the guidelines set forth in this policy.

9. **Employee Testing:** All employees may be required to submit to testing under the specific guidelines described in the Drug and Alcohol Testing Policy.

**a. Post-Accident Testing:** Drug and/or alcohol testing, concurrent with treatment for injury or as soon as practicable after non-injury property damage, will be required if the employee:

(1) Has sustained a personal injury or caused a co-worker or any other person to be injured or

(2) Has caused a work-related accident or was operating or helping to operate machinery, equipment, or a vehicle involved in a work-related accident or in damage to property.

**b. Reasonable Suspicion Testing:** Drug and/or alcohol testing may be required if an employer has a “reasonable suspicion,” based on specific facts and rational inferences from those facts, that an employee:

(1) Is under the influence of drugs or alcohol or

(2) Has violated Red Cloud Indian School, Inc.’s written work rules against the use, possession, sale, or transfer of drugs, alcohol, or inhalants.

**c. Random Testing:** At the discretion of the Human Resources Director, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced and every employee has an equal chance of being selected for testing.

**d. Return-to-Duty/Follow-Up Testing:** Red Cloud Indian School, Inc. may conduct follow-up testing. Any positive test during this period may result in termination without notice.

## 10. Testing Procedures:

**a.** Testing of employees will be conducted either during the employee’s workday or immediately thereafter. Employees will be compensated for this time at their regular rate of pay.

- b.** The designated agency or Laboratory may use Breathalyzers or other testing procedures to detect alcohol use or influence by employees while on duty. If alcohol use or impairment is suspected, an employee should be treated in the same fashion as other employees subject to for-cause investigations.
- c.** All applicants and employees who are requested to submit to testing will be directed to report to a laboratory selected by the Company for the purpose of testing including, without limitation, providing a urine, blood, or hair specimen for testing.
- d.** Specimen collection will be performed by the laboratory's personnel and will be conducted in accordance with federal, state, and local requirements to guard the integrity of the specimens, maintain the chain of custody, and ensure the tests are treated as confidential and distribution limited to those having a "need to know."
- e.** Testing of the specimen will be performed by a certified laboratory. In the event the initial test results are positive, the laboratory will perform a second test on the same specimen to confirm the test results. Except as otherwise provided in this policy, all initial and confirmation tests will be performed at the expense of Red Cloud Indian School, Inc.
- f.** Positive test results will be reviewed by the laboratory's MRO who will interpret and evaluate the test results together with the individual's medical history and any other relevant information. Applicants and employees will have the right to provide the MRO with any information the applicant or employee believes may affect the outcome of the test.

**g.** All test results will be reported to the Human Resources Director.

**11. Confidentiality:**

**a.** All test results and related information will be maintained and treated as confidential by Red Cloud Indian School, Inc., with discretion limited to those having a “need to know.”

**b.** Such records are property of Red Cloud Indian School, Inc., but may be made available to the applicant or employee upon his or her request for inspection. A copy of the record may be obtained through the Human Resources Department.

**c.** The testing laboratory will not disclose to the Red Cloud Indian School, Inc. any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested or any other information if the disclosure is prohibited by federal, state, or local law.

**12. Policy Violations and Consequences:**

**a.** Applicants who refuse to sign the Substance Abuse Screening Consent and Release or submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with federal, state, and local rules and regulations may be denied employment.

**b.** Employees who refuse to sign the Substance Abuse Screening Consent and Release or submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with

federal, state, and local rules and regulations may be subject to immediate termination from employment.

**c.** Unless otherwise prohibited by law, any employee who is terminated from employment in accordance with this policy is considered to have been terminated for misconduct.

**d.** Red Cloud Indian School, Inc. will not take any action under this policy in violation of the Americans with Disabilities Act, or any other law.

**e.** Employees who come forward to admit they have a substance abuse problem prior to the Company's initiation of investigative procedures may, at the Company's discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees who seek appropriate treatment may be conditionally reinstated to their previous status provided they undergo approved substance abuse counseling/treatment, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, agree to random drug testing, and their work performance is not adversely affected by continued abuse of drugs and alcohol.

**f.** Treatment for alcoholism and other drug addictions is regarded the same as treatment for any other illness or disability. Eligible employees may apply for these benefits in accordance with the terms of available coverage.

**g.** Employees who are granted the opportunity for treatment will have only one opportunity to complete counseling/treatment. Employees who do not follow the prescribed preventive maintenance treatment by their drug counselor or engage in drug or alcohol use on the job will be terminated. Additionally, employees who use drugs or alcohol

off the job that affects their job performance will be terminated.

**13. Amendments:**

a. In accordance with federal, state, and local regulations, Red Cloud Indian School, Inc. has the right to make changes to this policy at any time.

b. If any part of this policy is determined to be void or unenforceable under state or federal law, the remainder of the policy, to the extent possible, remains in full force and effect.

**ENROLLMENT FEE WAIVER**

The enrollment fee is waived for Employees of Red Cloud Indian School, Inc. who are the parents or legal guardians of students attending Red Cloud Elementary School, Red Cloud High School or Our Lady of Lourdes Elementary School.

**EQUIPMENT AND PROPERTY**

Red Cloud Indian School, Inc. strives to keep a neat and attractive campus and expects all Employees to assist in maintaining this environment. Each Employee should keep his or her work area neat and clean and must take proper care in the use of Red Cloud Indian School, Inc. equipment. Items such as stationery, envelopes, postage, etc., are for business use exclusively and not for personal use. No Red Cloud Indian School, Inc. property should leave the campus without prior approval from the responsible Department Head.



# ELECTRONIC AND TELEPHONIC COMMUNICATIONS

## MODEL INTERNET SAFETY POLICY ADOPTED TO COMPLY WITH THE CHILDREN’S INTERNET PROTECTION ACT

### I. Introduction:

The Children’s Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) requires schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This policy is adopted to implement these requirements.

### II. Internet Safety

It is the policy of Red Cloud Indian School, Inc. to protect computer users from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to a teacher or administrator.

A. Red Cloud has implemented a technology protection measure that blocks access to inappropriate matter such as child pornography, obscene material and material that is harmful to minors.

B. In order to protect their safety and security of Red Cloud students, network users are prohibited from revealing personal information to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites.

C. All network users are prohibiting from hacking and engaging in any unlawful online activity.

D. All network users are prohibited from disclosing or disseminating personal information without proper authorization regarding minors.

E. All network users are prohibited from accessing sites or online materials that are blocked by the technology protection measure.

### III. Implementation of Technology Protection Measure

A. All Red Cloud owned computers used on campus must be equipped with a technology protection measure.

B. Adult users may request the Technology Protection Measure to be temporarily disabled in order to conduct bona fide research or for another lawful purpose. The Technology Protection Measure must be re-activated as soon as the adult finishes using the computer for the authorized bona fide research or other lawful purpose.

### IV. Acceptable Use Policy

Each network user shall be required to sign an Acceptable Use Policy annually in the form prescribed by the Superintendent or his/her designee. The Acceptable Use Policy shall implement this Internet Safety Policy. Violation of this policy and/or the Acceptable Use Policy shall be subject appropriate discipline and sanctions.

### V. Monitoring of Online Activities

It shall be the responsibility of all personnel of this organization to monitor students' online activities and use of the network to ensure that their use is in compliance with CIPA and this Internet Safety Policy.

## VI. Cyber bullying and Appropriate Online Education

Students will be educated annually about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyber bullying awareness and response. The implementation of this provision is delegated to the Superintendent who shall report annually to the Board on the educational activities undertaken to comply with this subsection.

## VII. Definitions Used in this Policy:

A. Minor: The term “minor” means any individual who has not attained the age of 17 years.

B. Obscene: The term “obscene” is defined as material – (1) the dominant theme of which, taken as a whole, appeals to the prurient interest; (2) which is patently offensive because it affronts contemporary community standards relating to the description or representation of sadomasochistic abuse or sexual conduct; and (3) lacks serious literary, artistic, political, or scientific value.

C. Child pornography: The term “child pornography” is a visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct; such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that

of a minor engaging in sexually explicit conduct; or such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

D. Harmful to minors: The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that—(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and, (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

E. Technology protection measure: The term “technology protection measure” means a specific technology that blocks or filters Internet access to the material that is obscene, contains child pornography and/or is harmful to minors.

F. Computer: Any electronic device that has the ability to connect to the Internet including but not limited to desktop computers, laptop computers, tablet computers and electronic book readers.

### **FRAUDULANT OR DISHONEST CONDUCT**

Red Cloud Indian School, Inc. will investigate any suspected fraudulent or dishonest use or misuse of Red Cloud Indian School, Inc.’s resources or property by staff, board members, consultants, or volunteers. Red Cloud Indian School, Inc. will then rectify any such behavior, if substantiated.

It is the policy of Red Cloud Indian School, Inc. that any Employee or any person contracted to perform work for Red Cloud Indian School, Inc. who is involved in fraud, dishonest conduct or embezzlement may be subject to the following actions; including, but not limited to: suspension, termination and criminal charges.

## **FUNDRAISING**

All contributions valued at \$250.00 or more shall be reported to the Executive Director of Advancement or the parish office within three days of receipt so that the required tax substantiation receipt can be provided to the donor.

Parishes have fundraisers to support operations, to call parishioners to good stewardship, and to become self-sustaining. Their fund raising will normally go to budgeted expenses.

All fund-raising endeavors to raise more than \$3000.00 on behalf of Red Cloud Indian School, Inc., or any grant proposals, must have prior approval of the Superintendent of Schools, the Pastoral Coordinator, or The Heritage Center Director, who will consult with the President or his designee. All solicitations of government agencies or members of state or federal government must be approved by the President or his designee.

## **GUIDELINES FOR APPROPRIATE CONDUCT**

As an Employee of Red Cloud Indian School, Inc. you are expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. These expectations not only involve expression of sincere respect for the rights and feelings of others, they also demand that employees are to refrain from any behavior potentially harmful to you, our students, your coworkers and/or Red Cloud Indian School, Inc. in totality, or that might be viewed unfavorably by the public at large.

We all must observe the highest standards of professionalism at all times.

Listed below are just a few examples of unacceptable conduct, which are in addition to prohibitions set forth in individual policies herein. This list should not be viewed as being all-inclusive. Types of behavior and conduct that we consider inappropriate and which could lead to disciplinary action up to and including immediate termination of employment, include but are not limited to, the following:

1. Falsifying employment or other Red Cloud Indian School, Inc. records.
2. Violating Red Cloud Indian School, Inc.'s nondiscrimination and/or harassment policy;
3. Being excessively absent, tardy or leaving early;
4. Using Red Cloud Indian School, Inc. supplies, equipment or property for personal or non-Red Cloud Indian School, Inc. purposes;
5. Violating the drug or alcohol policy;
6. Dishonesty or stealing property from coworkers, Red Cloud Indian School, Inc. or Red Cloud Indian School, Inc. vendors;
7. Abusing or misusing sick leave;
8. Fighting, attacking others, using obscene, abusive, or threatening language or gestures;
9. Having firearms or other weapons on Red Cloud Indian School, Inc.'s premises, in Red Cloud Indian School, Inc. vehicles, or while on Red Cloud Indian School, Inc. business;
10. Disregarding or violating safety or security regulations or practices;
11. Engaging in insubordination;
12. Failing to maintain Red Cloud Indian School, Inc.'s confidentiality policy;
13. Being disrespectful to donors, visitors or fellow Employees;
14. Unacceptable work performance; and

15. Other conduct which in the sole judgment of Red Cloud Indian School, Inc. warrants disciplinary action.

**HARASSMENT/SEXUAL HARASSMENT/  
HOSTILE WORK ENVIRONMENT**

A value of Red Cloud Indian School, Inc. is respect towards all individuals. Red Cloud Indian School, Inc. is committed to providing a working environment in which its Employees are treated with courtesy, respect and dignity. All forms of harassment are prohibited.

Sexual Harassment is a violation of Title VII of the Civil Rights Act of 1964, where sexual favors result in tangible employment action, retention, or is the perception of unwelcome behavior of a sexual nature that:

1. Explicitly or implicitly affects a term or condition of an individual's employment
2. Unreasonably interferes with an Employee's work performance
3. Creates an intimidating, hostile or offensive work environment

Any Employee who suspects either sexual harassment or a hostile working environment must contact the Human Resources Director immediately.

We specifically emphasize that Red Cloud Indian School, Inc. will neither tolerate nor condone any actions by any persons ~~that~~ which constitute sexual harassment of any Employee; nor will Red Cloud Indian School, Inc. tolerate or condone any actions by Employees which constitute hostile work environment of another person. The prohibition against acts of harassment applies to all temporary, introductory, part-time and full-time Employees and priests,

religious men and women, consultants, parents, volunteers, vendors, and those who provide service on a contractual basis.

Red Cloud Indian School, Inc. prohibits retaliation of any kind against Employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an Employee feels he/she has been subjected to any form of harassment and/or discrimination, the Employee should report that conduct to the Human Resources Director within three calendar days of the offense. Every complaint of harassment reported will be investigated thoroughly and in as confidential manner to the extent possible and allowed by law. However, Red Cloud Indian School, Inc. will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the Employee. Appropriate corrective action, up to and including termination, will be taken promptly against any Employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints will be taken into consideration.

**No Policy contained in this handbook should be considered as altering the employment-at-will relationship or as creating an expressed or implied contract or promise concerning the policies or practices that Red Cloud Indian School, Inc. has implemented or will implement in the future.**

### **MISUSE OF STAFF STATUS**

A staff member should not use Red Cloud Indian School, Inc.'s name or his/her employment status in any opinion or certificate concerning the following:

- The merit or credit of any business undertaking
- The value of any scientific and practical invention



- The sponsorship of an organization
- Any commercial venture or enterprise
- Any endeavor which may bring discredit to Red Cloud Indian School, Inc.

## **OFF -DUTY MISCONDUCT**

Definition: Off-Duty Misconduct is defined as an incident or activity in which the employee is engaged either off school property or outside of the established contract day which can be demonstrated to have either an actual or a potential negative impact upon one or more aspects of the employee's job performance.

## **PARKING**

In order to provide for the safety of students and to respect the needs of our permanent residents, Employees are to use caution and exercise safe driving skills while on the grounds of Red Cloud Indian School, Inc., Our Lady of Lourdes Elementary School and Red Cloud Indian School, Inc. parishes. Employees shall park in designated areas only. Cars parked in the bus parking area may be towed at the owner's expense.

## **SEXUAL MISCONDUCT POLICY**

Red Cloud Indian School, Inc. desires to provide children and all people with a safe environment and quality services. Therefore, Red Cloud Indian School, Inc. strongly disapproves of and does not tolerate sexual misconduct of any kind. All Employees, students, volunteers, priests, religious men and women, deacons, and pastoral team members must avoid offensive or inappropriate sexual behavior and are responsible for assuring that Red Cloud Indian School, Inc. and all of its entities are free from sexual misconduct at all times.

The laws of South Dakota pertaining to reporting and confidentially in matters of sexual misconduct will be fully observed. Red Cloud Indian School, Inc. will report all credible allegations to the appropriate civil authorities and will respond to such allegations pursuant to its policies and procedures. In addition and if applicable, the appropriate leadership of the religious order will also be informed.

The Diocese of Rapid City offers the assistance of a Victim Assistance Coordinator who offers support as a knowledgeable companion to any person who brings a complaint of sexual misconduct. At the present time, the Victim Assistance Coordinator is Barbara Scherr who can be reached at (605) 209-3418 or (605) 574-4201. Copies of the “Code of Conduct of the Diocese of Rapid City” and “Sexual Misconduct Policy of the Diocese of Rapid City” are available in the offices of the President, Superintendent, Pastoral Coordinator, Human Resources, and Comptroller for review.

## **SMOKE-FREE ENVIRONMENT**

Smoking of any kind, including e-cigarettes is prohibited in all indoor areas and doorways, or in the direct line of sight of children. Employees are asked to smoke only in designated areas. All cigarette butts are to be properly disposed of in proper receptacles.

## **SOFTWARE LICENSES**

Unauthorized copying and/or the unauthorized use of computer software programs is strictly prohibited. Before obtaining a software license at Red Cloud Indian School, Inc.’s expense, the approval of the Director Technology must be obtained. It is your responsibility to become familiar with and understand the license

rules for each software program you may use. Any violation of this policy may be grounds for sanctions against the Employee.

### **VISITORS CENTER**

When making arrangements for the accommodation of a visitor in the Visitors Center at Red Cloud Indian School, Inc., the procedures published through the office of the Executive Vice President are to be followed.

### **VISITORS IN THE WORKPLACE**

To provide for the safety and security of Employees in the facilities at Red Cloud Indian School, Inc., only authorized visitors are allowed in the work place. Family and friends of Employees are discouraged from visiting during work hours if such will interfere with their work. In cases of emergency, Employees will be called to meet visitors outside their work area. Non Red Cloud Indian School, Inc. School related solicitors should not be encouraged in the workplace.

### **WHISTLEBLOWER POLICY**

If an Employee knows of or suspects fraud, dishonest conduct or embezzlement, the Employee should contact the Director of Human Resources. A confidential investigation will be conducted as deemed appropriate. If the preliminary investigation results in sufficient evidence of fraud or embezzlement, the Executive Vice President/President will be notified. Appropriate action will be taken by the individual's immediate Supervisor in cooperation with the Director of Human Resources and/or President and Executive Vice President.

With respect to any person who reports an activity which they believe to be fraudulent or dishonest (a “whistleblower”) Red Cloud Indian School, Inc. will protect whistleblowers as defined below:

- Red Cloud Indian School, Inc. will use its best efforts to protect whistleblowers against retaliation. Whistleblowing complaints will be handled with sensitivity, discretion, and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that whistleblower complaints will only be shared with those who have a need to know so that Red Cloud Indian School, Inc. can conduct an effective investigation, and, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of a whistleblower complaint, such persons may also have the right to know the identity of the whistleblower.)
- Employees, consultants, and volunteers of Red Cloud Indian School, Inc. may not retaliate against a whistleblower with the intent or effect of adversely affecting the terms or conditions of the whistleblower’s employment, including, but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees--for informing management about an activity which that person believes to be fraudulent or dishonest. Whistleblowers who believe that they have been retaliated against may file a written complaint with the President. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit Department Heads from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

Individuals making false allegations may be subject to disciplinary action by Red Cloud Indian School, Inc. and/or legal claims by the individual(s) falsely accused of such conduct.

# Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date of Notice: April 14, 2004

The Red Cloud Indian School (the “Plan”) is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information and to inform you about:

The Plan’s uses and disclosures of Protected Health Information (PHI);

- Your privacy rights with respect to your PHI;
- The Plan’s duties with respect to your PHI;
- You’re right to file a complete with a Plan and/ or with the Secretary of the U.S. Department of Health and Human Services; and
- The person or office to contact for further information about the plan’s privacy practices.

The term “protected health information” (PHI) includes all opportunity individually identifiable health information transmitted or maintained by the Plan, regardless of the form (or ill, written, electronic). PHI relates to your past, present or future physical or mental health or condition; and the provisions and of health care are two you; or to the past, present or future payment for the provision of your health care.

## **Section 1. Notice of PHI Uses and Disclosures**

### ***Required a PHI Uses and Disclosures***

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it.

Use an disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plans compliance was the privacy regulations.

### ***Uses and disclosures to carry out treatment, payments and health care operations.***

The plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and healthcare operations. The plan also will disclose PHI to the Plan Sponsor Corporate Benefit Services of America for purposes related to treatment, payment and other care operations. The Plan Sponsor has amended its documents to protect your PHI as required by Federal law.

**Business Associate** means a person who on behalf of the plan performs a function or activity involving the use of disclosure of individually identifiable health information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management and repricing or any other function covered and the regulations. Business Associate also includes a person or entity that on behalf of the Plan provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services two or four the Plan and is not in the capacity of a member of the workforce of the Plan.

**Treatment** is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations between and referrals too one to or more of your providers.

For example, the plan they disclose to a treating orthodontist the name of your treating a dentist sold the orthodontist may ask for your dental X-rays from your treating dentists.

**Payment** includes but is not limited to the actions to make coverage determination and payment (including a billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and preauthorization).

For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

**Health Care Operations** include but are not limited to quality assessment and improvement, reviewing competency or qualifications of health care professionals, underwriting, premium rating and other insurance activities related to creating or renewing insurance contracts. It also includes disease management, and conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative a activities.

For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing function.



***The following are uses and disclosures that require written authorization.***

Your written authorization is generally obtain before the Plan uses or disclose is psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

***The following are uses and disclosures that require that you be given an opportunity to agree or disagree prior to use or release.***

Disclosure of our PHI two family members, other relatives and you're close personal friends is allowed if:

- The information is directly relevant to the family or friends involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given the opportunity to object and have not objected.

***Use and disclosure of your PHI is a loud and without your consent, authorization or request under the following circumstances:***

1. When required by law.
2. When permitted for purposes of public health activities including one necessary to report product the facts, to permit product recalls and to conduct post – marketing surveillance. PHI may also be used or disclosed if you have been exposed to

communicable disease or are at risk of spreading a disease or condition, is authorized by law.

3. When authorized by law to report information about abuse, neglect or domestic violence two public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such disclosure has been or will be made unless that notice would cause a risk of serious harm. For reporting child abuse for nine collect, it is not necessary two informed the minor that such a disclosure has been aid or will be made. Disclosure may be generally been made to the minor's parent or other representatives although there may be circumstances under Federal or state law when the parents or the representatives may not be given access to the minor's PHI.
4. The Plan may disclose your PHI to a public oversight agency for oversight activities authorized by law. This includes uses or disclosures and civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example to investigate Medicare or Medicaid fraud).
5. The Plan may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that

satisfactory assurances must be given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in a favor of disclosure by the court or tribunal.

6. When required for law enforcement purposes (for example, to report certain types of wounds).
7. For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or that covered entity is unable to obtain the individuals agreement because of the emergency circumstances.
8. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be a materially and adversely affected by waiting to obtain the individual's agreement and disclosure is and the best interest of the individual as determined by the exercise of the Plan's best judgment.
9. When requested, given to a coroner or medical examiner for a identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as

necessary to carry out their duties with respect to the decedent.

10. The Plan may use or disclose PHI for research, subject to conditions listed in the regulations.
11. When consistent with applicable law and standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or less an a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
12. When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

## **Section 2. Rights of Individuals**

### ***Right to Request Restrictions on PHI Uses and Disclosures***

You may request the plan to restrict uses and disclosures of your PHI to carryout treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment of your care. However, the plan is not required to agree to your request. The plan will accommodate your reasonable requests to receive communications of PHI by alternative means or at alternative locations.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to the following officer: Angie Yellow Boy-Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

### ***Right to Inspect and Copy PHI***

You have a right to inspect and to obtain a copy of your PHI contained in a “designated recorded set,” for as long as the plan maintains the PHI.

**“Designated Record Set”** includes the medical records and billing records about you maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management records systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about you. Information used for quality control or peer review analysis and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on the site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the plan is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set.

Requests for access to PHI should be made to the following officer: Angie Yellow Boy-Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how to you may exercise those review rights and a description of how to you may be complain to the Secretary of the U. S. Department of Health and Human Services.

### ***Right to amend PHI***

You have the right to request the Plan to amend your PHI or a record about you in the designated record set for as long as the PH I is maintained in the designated record set.

The Plan has 60 days after the request is made to act on the request. A single 30–day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in a whole or part, the Plan must provide you with written denial and had that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to the following officer: Angie Yellow Boy – Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set.

### ***The right to receive an accounting of PHI Disclosures***

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI for a requested of up to six years prior to the request, but not earlier than April 14, 2004, when the law became effective. Such and accounting need not include PHI disclosures made to carryout treatment, payment or Health Care operations or to you about your own a PHI.

If the accounting cannot be provided within 60 days, and additional 30 days is allowed if you are given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting in a 12-month period the Plan will charge a reasonable, cost-based fee for each subsequent accounting.

### ***The Right to Receive a Paper Copy of This Notice Upon Request***

To obtain a paper copy of this Notice contact the following officer: Angie Yellow Boy–Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

### ***A Note About Personal Representative***

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or a loud to take any action for you. Proof of such authority may be take on the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person has your conservator or guardian; or
- A parent if you are a minor child.

The Plan retains the discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

### **Section 3. The Plan's Duties**

The plan is required by law to maintain the privacy of the PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices.

This notice is effective beginning April 14, 2004 and the plan is required to comply with the terms of this notice. However, the plan reserves the right to change its privacy practices and apply the changes to any PHI receive or maintained by the plan prior to that date. If a privacy practice is changed, a revised version of this notice will be provided (to all past and present participants and beneficiaries) for whom the plan still maintains PHI. The Notice will be printed in the Handbook and mailed to all those no longer with us in Pension Benefits or W-2 information.

Any revised to revision of this notice will be distributed within 60 days of the effective date of any material change to the users or disclosures, the individual's rights, the duties of the Plan or other privacy practices stated in this notice.

#### ***Minimum Necessary Standard***

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not too use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosure to or requests by a Health Care provider for treatment;



- Uses or disclosures made by you;
- Disclosures made to the Secretary of the U. S. Department of Health and Human Services;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Plan's compliance with legal regulations.

This notice does not apply to information that has been de-identified. De-identified information is information that does not identify you and where there is no reasonable basis to believe that the information can be used to identify you.

In addition, the Plan may use or disclose “summary health information” to the planned sponsor for obtaining premium bids or modifying, amending or terminating the group health plan, which summarized to the claims history, claim expenses or type of claims experienced by individuals for whom a planned sponsor has provided health benefits under a Group health plan; and from which identifying information has been the deleted in accordance with HIPAA.

#### **Section 4. Your ‘Right to File a Complaint’ with the Plan or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the plan in care of the following officer: Angie Yellow Boy–Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

You may file a complaint with the Secretary of the U. S. Department of Health and Human Services, Office for Civil Rights, U. S. Department of Health and Human Services, 1961 Stout Street, Rm. 1426, Denver, CO 80294, 303-844-2024, TDD

303-844-3439, FAX 303-844-2025. The Plan will not retaliate against you for filing a complaint.

### **Section 5. Who to contact at the Plan for More Information**

If you have any questions regarding this notice or the subject addressed and it, you may contact the following officer: Angie Yellow Boy–Stinson, Comptroller: Red Cloud Indian School, Inc., 100 Mission Drive, Pine Ridge, SD 57770-2100, 605-867-5491 ext. 2203.

### ***Conclusion***

PHI use and disclosure by the plan is regulated by Federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 Code of Federal Regulations Part 160 and 164. This Notice summarizes these regulations. The regulations prevail for any discrepancy between the information in this notice and the regulations.

# INDEX

➤ Accident/Injury Policy.....	56
➤ Americans with Disabilities Act	20
➤ Bank Accounts, Checks and Credit Cards	56
➤ Bereavement Leave.....	45
➤ Bomb Threat	15
➤ Child Safety Policy	58
➤ Confidentiality and Work Product	70
➤ Conflict Resolution.....	30
➤ Crime Prevention	13
➤ Dental Insurance	53
➤ Discrimination.....	6
➤ Discipline.....	27
➤ Drug-Free Workplace and Drug Testing Policies	72
➤ Educational Leave.....	50
➤ Electronic and Telephonic Communications	81
➤ Emergency Information .....	11
➤ Emergency Leave	41
➤ Employee Assistance Program (EAP) Policy.....	51
➤ Employee Classification.....	7
➤ Employer-Employee Relations.....	8
➤ Employment Applications	18
➤ Employment Background Checks.....	18
➤ Enrollment Fee Waiver	83
➤ Equal Employment Opportunity	6
➤ Equipment and Property	83
➤ Evaluation Policy	24
➤ Family and Medical Leave	45
➤ Fire Emergency Information	12
➤ Fraudulent and Dishonest Conduct	87
➤ Fundraising	88
➤ Government and Administration	.7
➤ Grievance Process.....	33
➤ Guidelines for Appropriate Conduct	88

‣ Harassment/Sexual Harassment/ Hostile Work Environment.....	90
‣ Health Insurance	53
‣ Holidays.....	38
‣ Hostage Crisis	16
‣ Housing	21
‣ Immigration Reform and Control Act	20
‣ Inclement Weather/Emergency Conditions	13
‣ Introductory Period Policy	20
‣ Jury Duty/Witness Subpoena	41
‣ Leave Slips.....	39
‣ Life Insurance	54
‣ Lunch Periods	21
‣ Military Leave	41
‣ Misuse of Staff Status	91
‣ Model Internet Safety Policy Adopted To Comply With The Children’s Internet Protection Act .....	70
‣ Nepotism	19
‣ Non-Renewal	28
‣ Off-Duty Misconduct.....	92
‣ Parking	89
‣ Pay Advances	34
‣ Pay Deductions and Set-Offs	36
‣ Payday	35
‣ Payroll Advance Loan Policies.....	35
‣ Privacy Practices- Notice of	94
‣ Professional Development Policy	22
‣ Personal Leave	42
‣ Reduction in Force	29
‣ Rest Periods	21
‣ Retirement Plans	54
‣ Serious Illness or Injury	12
‣ Sexual Misconduct Policy	89
‣ Sick Leave.....	42
‣ Smoke-Free Environment	93

‣ Software Licenses	94
‣ Spiritual Leave.....	45
‣ Termination	26
‣ Time Keeping Policy	34
‣ Vacation.....	39
‣ Vision Insurance	54
‣ Visitors Center	94
‣ Visitors in the Workplace	94
‣ Whistleblower Policy .....	94
‣ Work Hours & Attendance	33
‣ Worker’s Compensation Insurance	36