

# **Takini School**

## **2024-2025**

### **SCHOOL OPERATIONS POLICIES & PROCEDURES**



Approved by Takini School Board Action February 17, 2024  
CRST TED Committee Approved March 18, 2024

# Table of Contents

SCHOOL OPERATIONS POLICIES	5
1.01 GOALS AND OBJECTIVES	5
1.02 BUILDINGS AND GROUNDS MANAGEMENT	5
1.03 HOUSING POLICIES	6
1.04 SAFETY PROGRAM	6
1.05 FIRE PREVENTION	6
1.06 EMERGENCY DRILLS	6
1.07 THREATS OF VIOLENCE	6
1.08 TRAFFIC AND PARKING CONTROLS	7
1.09 SAFETY INSPECTIONS	7
1.10 SECURITY	7
1.11 VANDALISM PROTECTION	8
1.12 HEATING AND LIGHTING	8
1.13 CLEANING PROGRAM	8
1.14 SANITATION	8
1.15 REPAIRS AND ALTERATIONS	8
1.16 EMERGENCY REPAIRS	9
1.17 LEASING AND RENTING	9
1.18 MAIL SERVICE	10
1.19 RECEIVING MAIL OR OTHER GOODS	10
1.20 WAREHOUSING	10
1.22 EQUIPMENT MAINTENANCE	10
1.23 PERSONAL USE OF EQUIPMENT	10
1.24 TELEPHONE USE	11
1.25 INTERNET USE	11
1.26 DUPLICATING SERVICES	12
1.27 STUDENT TRANSPORTATION MANAGEMENT	12
1.28 TRANSPORTATION GUIDELINES	12
1.29 SCHOOL BUSES	13
	2

1.30	PRIVATE VEHICLE USE	13
1.31	TRANSPORTATION INSURANCE	14
1.32	VEHICLES SAFETY INSPECTION	14
1.33	SCHOOL BUS CONDUCT	14
1.34	SCHEDULING AND ROUTING	15
1.35	TRANSPORTATION RECORDS	15
1.36	FOOD SERVICE PROGRAM MANAGEMENT	15
1.37	FREE FOOD SERVICE	16
1.38	FOOD SERVICE SANITATION INSPECTIONS	16
1.39	FOOD SERVICE RECORDS	17
1.40	INSURANCE MANAGEMENT	17
1.41	FACILITY EXPANSION GOALS	17
1.42	LONG RANGE PLANNING	17
1.43	FACILITY OBSOLESCENCE DETERMINATION	17
1.44	NAMING NEW FACILITIES	18
1.45	GOALS AND OBJECTIVES	18
1.46	PUBLIC INFORMATION PROGRAM	18
1.47	SCHOOL-SPONSORED INFORMATION	18
1.48	PUBLIC INFORMATION	18
1.49	PUBLIC RELATIONS PLAN	18
1.50	LOCAL GOVERNMENT RELATIONS	19
1.51	COOPERATION ON RECREATIONAL PROGRAMS	19
1.52	RELATIONS WITH LAW ENFORCEMENT	19
1.53	INTERVIEWS AND INVESTIGATIONS BY POLICE / SOCIAL SERVICES	19
1.54	RELATIONS WITH PARENT ORGANIZATIONS	20
1.55	PROFESSIONAL VISITORS AND OBSERVERS	20
1.56	COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS	21
1.57	FLAG DISPLAYS	21
1.58	SCHOOL ORGANIZATION PLAN	21
1.59	SCHOOL ATTENDANCE AREA	21
1.60	SCHOOL YEAR	22

1.61	SCHOOL CALENDAR	22
1.62	EXTENDED SCHOOL YEAR	22
1.63	SCHOOL DAY	22
1.64	EMERGENCY ACTION PLAN	22
1.65	EMERGENCY CLOSING	22
1.66	WORKING WITH OUTSIDE ENTITIES	23
	APPENDIX A: TS FACILITY USE AGREEMENT	24
	APPENDIX B: TAKINI SCHOOL QUARTERS LEASE	26

## **SCHOOL OPERATIONS POLICIES**

### **1.01 GOALS AND OBJECTIVES**

The Takini School Board shall provide processes, structures and resources to ensure staff, students and community members' access to safe, sanitary and adequate buildings and grounds through procedures designed:

1. To provide access to facilities meeting safety, special and environmental needs to enhance learning and working conditions.
2. To provide community access to facility and ground areas to promote community involvement.
3. To provide timely and thorough inspection of facilities, vehicles and other resources to ensure safe service.
4. To develop time schedules and structures to provide services to students with the least amount of interruption to education.
5. To provide structures to evaluate and upgrade facility use areas and equipment to meet student needs.
6. To provide management systems to determine program needs and resources available at the school.
7. To provide for evaluation and reporting of information to the public to keep them advised of programs, accomplishments, needs and other items.
8. To implement policies and processes designed for cost effective business management at the school.
9. To develop and maintain inventory listings for property, vehicles, equipment, buildings and grounds.

Business operations are essential yet auxiliary to the school's central function of education. The Takini School Board serves as trustee of school facilities and supervisor of school business operation for the purpose of providing the facilities and services to support the educational program. In the operation and maintenance of the school plant, equipment and services, the school shall:

1. Maintain high standards of safety,
2. Promote staff and student health,
3. Reflect community aspirations, and
4. Support efforts to provide quality instruction.

### **1.02 BUILDINGS AND GROUNDS MANAGEMENT**

The Takini School Board shall maintain school property in good physical condition, and as comfortable and convenient as the facilities will permit or use. The Superintendent/Chief Administrator or Business Manager or his/her designee shall be responsible for the care, custody and safekeeping of all school property and shall establish procedures and employ such means as may be necessary to discharge this duty. The principal or their designee is responsible for the care of school property used by their staff and students.

The principal is responsible for notifying the Chief Administrator or Business Manager, of building and operational needs, including the defacing or destruction of school property that needs cleaning or repair. The principal shall perform an inspection of school buildings and property at the end of each semester during the school year and shall submit a checklist to the Chief Administrator of buildings or property needing repair or replacement.

### **1.03 HOUSING POLICIES**

The Housing Policies, which are incorporated herein by reference and made a part of these Policies and Procedures, are included as an attachment to these Policies, along with a draft of a housing quarters agreement. See APPENDIX B: Takini School Housing Policies and Quarters Lease.

### **1.04 SAFETY PROGRAM**

The Takini School Board shall make every effort to prevent accidents by taking all reasonable precautions protecting the safety of those present on school property.

The Chief Administrator or his/her designee shall have responsibility for the safety program and see that appropriate staff are kept informed of state and local requirements relating to fire prevention, civil defense, sanitation, public health, and occupational safety.

The staff shall adhere to recommended safety practices as they pertain to the School.

### **1.05 FIRE PREVENTION**

Fire prevention measures in the school shall be in compliance with appropriate Safety Code(s) and directives of the BIE. Takini School requires a minimum number of fire drills per year, which shall be conducted by School personnel.

Fire prevention shall reflect the top priority the school gives the welfare of students and staff. The Chief Administrator is responsible for seeing that staff members in charge of the safety of personnel and school property are informed of current regulations and recommendations of fire officials. Those in charge of school property being used for purposes other than instruction are responsible for compliance with school fire prevention measures.

### **1.06 EMERGENCY DRILLS**

The Chief Administrator or his/her designated Committee shall:

1. Develop a plan for building evacuation in case of emergency.
2. Conduct emergency drills and report evacuation timelines to proper authorities.
3. Post emergency exit directions in all school buildings.

Failure of staff to participate in emergency drills shall result in personnel action for insubordination. Activation of fire alarms without approval or need will result in immediate disciplinary action against the perpetrator, up to and including expulsion.

### **1.07 THREATS OF VIOLENCE**

School personnel shall cooperate fully with police in planning and carrying out procedures for dealing with threats of violence and shall be given instructions regarding their responsibility in the event of such a situation.

The following procedure shall be used as guidelines:

1. Safety of the staff and students shall be of primary concern,
2. Identification of the person(s) making the threat is important,
3. Any incident shall be reported immediately to the Chief Administrator and Takini School Board,
4. Immediate evacuation of the entire school, if ordered,
5. Students may not be dismissed from school but shall wait with their class and teacher at the designated location until given notification that they can return to the building by authorized school officials.

## **1.08 TRAFFIC AND PARKING CONTROLS**

The Takini School Board shall work with appropriate agencies in an effort to provide the best possible safe coverage for students leaving and entering school grounds which may include use of safety patrols at crosswalks and marking school speed zone areas as provided by law.

The Chief Administrator shall develop rules and regulations for parking and traffic control on school property.

## **1.09 SAFETY INSPECTIONS**

The Chief Administrator or his/her designee shall:

1. Acquire or approve of inspections by licensed off-site inspectors for their services,
2. Develop, monitor, and implement safety inspection procedures for all school areas and services,
3. Develop and conduct inspections of all heating, emergency, and other systems of the school, implement inspection on activities on a regularly scheduled basis.

The Principal shall provide for the ongoing inspection of instructional and support service workstations to ensure health and safety requirements legislated by tribal, state, and federal agencies are satisfied.

## **1.10 SECURITY**

The Chief Administrator or his designee shall develop security procedures for Takini School Board approval to include:

1. Provision for door locks,
2. Minimizing fire hazards,
3. Reducing possibility of faulty equipment,
4. Keeping records and funds in the safe,
5. Protection against vandalism and burglary,
6. Prosecution of vandals, and
7. Personnel who must oversee the security of buildings.
8. The School reserves the right to install security cameras and other security devices.

The School Board authorizes the use of video surveillance on Takini School property to ensure the health, welfare, and safety of all staff, students, and visitors to Takini School property and to safeguard Takini

School buildings, grounds, and equipment. The Chief Administrator or designee will approve appropriate locations for video surveillance. The Chief Administrator or designee will notify staff and students through staff and student handbooks or by other means that video surveillance may occur on property.

A notice will also be posted at the main entrance of all school district buildings, indicating the use of video surveillance. Takini School has a school-wide security system. The purpose of this system is to monitor the school environment to ensure the safety and well-being of students and staff. Only authorized school personnel monitor the camera system. It is used to evaluate school climate, monitor incidents and provides a means of identifying students who violate school rules. Vandalism to the security system will result in long-term suspension or expulsion. Students who enroll at Takini School consent to the recording associated with the security camera system.

Takini School may choose to make video recordings a part of a student's educational record or of a staff member's personnel record. Takini School will comply with all applicable Cheyenne River Sioux Tribal and federal laws related to record maintenance and retention. Permission for parental viewing of any student video recordings must be requested from the Chief Administrator. Video recording will be totally without sound except on the school buses and building front door buzzers where it will be posted that video recordings may include audio.

Cheyenne River Sioux Tribal Police Officers will also occasionally be on school grounds and in the school building to ensure a safe school climate and assist students and staff.

## **1.11 VANDALISM PROTECTION**

The Chief Administrator or his/her designee is authorized to pursue criminal complaints and to press charges against perpetrators of vandalism against school property.

## **1.12 HEATING AND LIGHTING**

The Operations and Maintenance Supervisor shall be responsible for making certain that heating and lighting for all areas are maintained at proper levels and conduct periodic inspections as needed of all areas to make certain that levels meet environmental and school learning needs.

Propane and heating fuel tanks shall not be filled without prior authorization of the Chief Administrator.

## **1.13 CLEANING PROGRAM**

The Chief Administrator or his/her designee shall develop and implement a cleaning program for school facility and campus areas and shall submit regular reports to the Takini School Board. The Principal shall conduct periodic inspections of these areas as part of the performance evaluation criteria. Custodial personnel shall be given schedules and locations of cleaning responsibility. Employees are to contact the Principal or his/her designee immediately if scheduled cleaning of facilities does not take place.

Chief Administrator shall periodically schedule campus area cleanup activities to be implemented by staff and students.



## **1.14 SANITATION**

The Chief Administrator shall ensure that all facilities and grounds areas of the school meet sanitation requirements and require supervisory personnel to make certain that promotion and maintenance of sanitary conditions in all areas under their supervision are met. Inspection of sanitation conditions shall be conducted regularly with responsibility for sanitation provided by the Maintenance and Operations Supervisor.

## **1.15 REPAIRS AND ALTERATIONS**

Employees are not authorized to make alterations to any equipment or school property without the signed written consent of the Chief Administrator. No alterations to school housing shall be made without the approval of the Takini School Board. The Chief Administrator is responsible for decisions regarding any repairs to buildings or campus areas.

The Chief Administrator and the Operations and Maintenance Supervisor shall complete a facility review annually, documenting major repair needs. The checklist submitted by the school principal shall be relied upon in the annual facilities review.

The following procedure shall be followed for minor repairs to school buildings, grounds, and quarters:

1. Requests for routine repairs or maintenance work shall be written by the requesting individual on a Work Order Form and a copy retained in the Business Office.
2. If the work is not done within five (5) workdays, another request should be filed along with a written request for the reason the work was not done after the first request.
3. The Business Manager or Chief Administrator will issue a signed written response within three (3) workdays of this request to the person requesting a reason for the work not being done.
4. If the work is not done within five (5) workdays after the second request, the person making the request shall notify the Chief Administrator who will attempt to resolve the situation within three (3) workdays.
5. Persons dissatisfied with the non-completion of two requests may utilize the Grievance Procedure outlined in the policies and procedures after completion of step 4 above.
6. A work order request must be submitted to the Business Manager prior to implementing any repairs, except in an emergency.
7. If repairs are needed as a result of negligence, the Business Manager or Operations and Maintenance Supervisor shall report the information to the Chief Administrator immediately. The cost of such repairs may be assessed to the individual.

## **1.16 EMERGENCY REPAIRS**

Need for emergency repairs shall be reported to the Chief Administrator by the supervisor of the employee who identified the need for repair. The Chief Administrator has the authority to determine processing of expenditures for emergency repairs.

## **1.17 LEASING AND RENTING**

The Superintendent/Administrator is authorized to lease or rent to individuals or organizations requesting the use of school facilities with such privileges contingent upon completion of Facility Usage Agreement criteria and signing a facility use agreement. The cost of leasing and-renting school facilities shall be in

accordance with the School Facility rate schedule, which shall be reviewed and issued annually by the Takini School Board. The rate for school facilities shall be set by the Takini School Board at rates which shall be posted or maintained in the School Business Office.

The following criteria shall be set forth in the Facility Use Agreement and/or considered when leasing or renting School facilities:

1. Activities sponsored by student and school groups have preference over outside use of facilities.
2. \$100.00 of the Deposit, or any portion thereof due after deduction of any unpaid charges due under the Facility Use Agreement shall be returned to the sponsoring individual or organization after verification of the meeting of all criteria in the Facility Use Agreement after the completion of the activity.
3. Signing a release of any liability of the Takini School Board by individuals or organizations utilizing school facilities.
4. Payment of any damages and cleaning exceeding the \$200 deposit within a specific timeline.
5. Payment of wages for cleaning during and after the activity.
6. The group shall provide proper security and cleanup during and after the activity. Failure to provide proper security and cleanup shall constitute a waiver of the return of the deposit.
7. For any organization that requests multiple usage, there will be a sitting deposit. A new deposit will be required if at any time the Facility Use Agreement is not adhered to.

The Business Manager or Chief Administrator shall be responsible for completion and monitoring of facility use agreements to assure proper coordination of facility use and scheduling needs of school-sponsored activities. Student organizations using facilities are not required to submit a damage deposit or rental fee unless previous use has resulted in damage to facilities or equipment during activities. Sponsoring organizations shall be required to consult with public safety to make arrangements for security for activities at least two weeks prior to the activity, unless other suitable arrangements for security have been made and approved.

## **PLEASE SEE GYM USAGE RULES LOCATED IN APPENDIX A: FACILITY USE AGREEMENT**

### **1.18 MAIL SERVICE**

The following shall govern incoming and outgoing mail service:

1. Use of school postage meter for personal mail is prohibited.
  2. Restrictions affecting regular postal service shall be in effect for mail service.
  3. Outgoing mail must be placed in the proper mailbox in the Business Office.
  4. Business Office personnel are responsible for delivery to the Post Office.
  5. The Business Office staff shall be responsible for the distribution of mail.
- \*\* Tampering with mail shall be reported to federal law enforcement authorities.

### **1.19 RECEIVING MAIL OR OTHER GOODS**

The Business Office is authorized to receive postal or other delivery of goods and items to the school and is responsible for recording invoices and the inventory and proper disbursement of items.

## **1.20 WAREHOUSING**

Items are to be warehoused in identified storage areas that prevent damage to the items. Supervisors are responsible for monitoring the distribution of supply items to personnel under their direct supervision. Employees are not to hoard supplies.

The Business Office is responsible for developing ordering processes for consumable instructional supplies consistent with established purchasing procedures.

## **1.22 EQUIPMENT MAINTENANCE**

The supervisor to whom equipment is assigned shall be responsible for making certain items are kept in functional working condition, shall identify and implement periodic inspection of all equipment to make certain that upkeep standards are met, and shall record all inspections and repairs to equipment.

## **1.23 PERSONAL USE OF EQUIPMENT**

Employee use of equipment or supplies for personal reasons is prohibited. Unauthorized use of equipment and supplies may result in disciplinary action. Discipline shall follow disciplinary steps as described elsewhere in the Policies and Procedures Manual under personnel and administration Sections 1.71 and 1.72, respective to the employee being disciplined.

## **1.24 TELEPHONE USE**

Telephone use is for school business only. Employee use of telephone for personal calls will result in disciplinary action with the cost of such calls deducted from the employee's payroll check. Students and staff are not authorized to make outgoing personal calls on school telephones and will not be called to receive incoming calls unless in an emergency or as authorized by the Chief Administrator in writing.

Business Office personnel shall reconcile monthly telephone billings on a monthly basis.

## **1.25 INTERNET USE**

This policy applies to all Takini School employees who are accessing the Internet using Takini School equipment and/or telephone lines. The primary goals are to:

1. Protect the information assets of the Takini School.
2. Establish staff and student accountability and responsibility for the acceptable use of the Internet.
3. Protect Takini School from liability resulting from illegal use of the Internet.

Takini School staff, students, and other affiliated persons who use Takini School computing facilities to access the Internet are expected to exercise responsible and ethical behavior and will be held accountable for ensuring that such use:

1. Is consistent with Takini School values and policies.
2. Protects the integrity and confidentiality of Takini School records and computer and electronic assets.
3. Does not violate any tribal, state, or federal laws.

Failure to abide by this policy shall result in cancellation of Internet access privileges, disciplinary review, and/or legal action by the Takini School Board.

The following procedure shall be followed:

1. Each applicant requesting Internet access will read and sign the “Acceptable Use Policy” and is responsible for knowing and understanding this policy. The signed copy of the “Acceptable Use Policy” for each employee will be stored in that employees personnel file.
2. Students, staff, and other associates who use the Internet shall be informed of their responsibility to use the services of the Internet in a manner which is consistent with the service, quality and education goals of Takini School before being granted access privileges.
3. Abuse of the use of the Internet by Takini School administration, staff, employees, or volunteers, including committing violations of tribal, federal, or state law and/or the use of Takini School equipment or telephone lines to engage in the procurement, storage, dissemination, or transfer in any fashion of pornography or lewd materials, photographs, visual depictions, or materials capable of being converted into visual depictions, shall make that employee subject to immediate discipline, up to and including termination.

## **1.26 DUPLICATING SERVICES**

The School Business Office is maintained to provide employees with access to duplicating services for instructional and other authorized materials.

Employees requesting large volume copying are to consult with the principal to schedule completion of needed items. Employees may duplicate materials utilizing available equipment in the school office for small quantity copying with the number of copies, type and employee name recorded in available logbooks. Office copy machines are to be used for school business unless otherwise authorized by the Chief Administrator.

If granted permission to use the copy machine for business which is not related to the School, the Business Office shall establish and administer rates which will be charged for duplication of personal materials or copies for organizations which are considered by the Chief Administrator not to be School-related.

## **1.27 STUDENT TRANSPORTATION MANAGEMENT**

The transportation program shall be designed to transport students living an unreasonable walking distance from school in a safe efficient manner and to provide transportation for academic field trips in direct support of the curriculum, extra-curricular program needs, and other support uses for students.

All teachers shall escort their class to bus loading zones daily to make certain their students load the bus safely.

## **1.28 TRANSPORTATION GUIDELINES**

The Chief Administrator or his/her designee is responsible for all school vehicles used for student

transportation and shall conduct an annual program evaluation. The overall transportation program shall be monitored by the Chief Administrator or his/her designee daily and is subject to periodic evaluation by the Takini School Board.

Criteria for management of school transportation services shall be:

1. Adequacy: to provide necessary sufficient transportation to and from school and for school programs.
2. Safety: to account for hazards, potential dangers to students, and other appropriate safeguards.
3. Economy: to operate in the most efficient manner possible considering all constraints imposed.

General guidelines for management of the Transportation Department are:

1. Employees operating school vehicles are required to possess a valid driver's license or commercial driver's license, have a safe driving record, and be listed on the school insurance policy.
2. Students are prohibited from operating school vehicles.
3. Keys are not to be left in unattended school vehicles at any time.
4. Employees using school vehicles are required to document the mileage, fuel usage and other reports required by the Transportation Department.
5. Employees using school vehicles assigned to the Transportation Department must receive prior clearance from the Chief Administrator or his/her designee.
6. Requests for vehicle use or transportation services are to be scheduled with the Chief Administrator or his/her designee three (3) days in advance. Employees requesting transportation services for school related activities are required to complete a Field Trip Request form and submit completed forms to the Chief Administrator or his/her designee.
7. Alcoholic beverages or other drugs are prohibited in school vehicles. Use or possession of prohibited substances while operating school vehicles shall result in disciplinary action, up to and including termination.
8. Employees are to immediately return vehicle keys to the Chief Administrator or his/her designee following vehicle use.
9. Employees are prohibited from unauthorized use of school vehicles. This may result in disciplinary action enforced against the employee, up to and including termination.
10. Employees or others shall not use the school vehicle, fuel, supplies, or equipment for their personal use. Any such use will result in disciplinary action, up to and including termination.
11. Anyone using school vehicles, including coaches, sponsors and managers shall inspect the vehicle prior to returning it. Failure to clean the vehicle may result in no further vehicle use for that individual.
12. The driver shall report any accident involving school vehicles immediately to proper authorities and the Chief Administrator or his/her designee.
13. Anyone operating a school vehicle must abide by all traffic laws and regulations. Only Takini School employees with valid Commercial Driver's Licenses (hereinafter "CDL") shall operate Takini School buses. Only Takini School licensed and insured employees shall operate non-CDL school vehicles.
14. Buses shall not leave main bus routes.
15. No mileage shall be paid to parents who transport their children to and from school bus routes and school activities.
16. A bus shall wait for students a minimum of three (3) minutes and no more than five (5) minutes.
17. No pets are allowed in any school vehicles.

18. Weapons and/or Firearms are not prohibited in Takini School's GSA Vehicles or own vehicles. Any such occurrence will result in discipline, up to and including termination.
19. A student in a school vehicle or bus shall not be left unsupervised by a school employee. Any such occurrence will result in discipline, up to and including termination.
20. Chewing tobacco and sunflower seeds are not permitted in school vehicles.

## **1.29 SCHOOL BUSES**

The Chief Administrator or his/her designee is responsible for making certain that a qualified driver is cleared for vehicle use in all instances involving student transportation services.

Bus Drivers are responsible for maintaining vehicles assigned to them. Chewing tobacco products and sunflower seeds shall not be permitted on buses at any time.

## **1.30 PRIVATE VEHICLE USE**

Employees shall not operate their personal vehicle to transport students. The Chief Administrator, in extraordinary circumstances that constitute an emergency threat to the health and safety of a student, may approve use of a personal vehicle only where the School has signed parental consent, verification of insurance coverage, (Insurance/Parental permission requests)

## **1.31 TRANSPORTATION INSURANCE**

The Takini School Board shall purchase insurance to provide protection to children transported for school purposes in school owned, leased, or controlled motor vehicles. Such insurance coverage is not an admission of liability by the school for any injury or damage occurring during transportation of children for school purposes in school owned, leased, or controlled motor vehicles, nor shall the existence of Federal Tort Claims Act protection in any way relieve the Takini School liability insurance carrier from coverage for accidents and other negligent acts committed by the School, its Takini School Board Members, officers, agents, and employees, up to the current limits of the policy, and such cases shall be defended by the U.S. Bureau of Indian Affairs and the U.S. Attorney, pursuant to the Indian Self-Determination and Education Assistance Act and the Federal Tort Claims Act.

All school vehicles which require that drivers have CDLs, and all other Takini School vehicles shall be driven only by qualified, appropriate, insured, and licensed Takini School personnel.

## **1.32 VEHICLES SAFETY INSPECTION**

All school vehicles used for transportation services shall be required to pass annual vehicle inspections and regulations of all applicable transportation laws.

The Chief Administrator or his/her designee is responsible for making certain that all vehicles are in compliance with applicable safety regulations and that all Takini School vehicles are maintained within regulations and safety inspection requirements during the school term. The Chief Administrator shall implement procedures to ensure compliance for licensing, insurance, and inspection requirements. The Chief Administrator or his/her designee is responsible for ensuring all school vehicles are equipped with required items and shall develop, implement, and monitor procedures for vehicle maintenance.

### **1.33 SCHOOL BUS CONDUCT**

Takini School provides transportation for students who reside within the school service area, and it is imperative that behavior of students on buses be positive to provide for safe transportation services.

The following disciplinary action may be enforced by the principal or supervisor if a student's behavior becomes disruptive or destructive or violates school policy after due warnings have been issued to the student and her/his parent(s):

1. Suspension from riding the bus for a designated period of time.
2. Discontinuance of transportation services for continual abusers of behavior boundaries.
3. Ineligibility for transportation services to school-related activities for a designated period of time.

Students shall adhere to the posted bus rules. These rules will also be set forth in the Parent/Guardian/Student Handbook. If a student fails to comply with the rules, the student may lose his/her bus riding privileges. For the first infraction, the student will be prohibited from riding the bus for one week. For the second infraction, the student will be prohibited from riding the bus for two weeks. For the third infraction, the student will lose a semester of bus riding privileges.

Students should report any incident(s) occurring on buses to their Principal. Bus drivers shall report the name(s) of any student(s) who violate established rules of conduct to the Principal. The Principal shall maintain a record of infractions committed by students during the ride to and from school.

### **1.34 SCHEDULING AND ROUTING**

The Transportation Department is responsible for establishing bus transportation routes and schedules in consultation with the Chief Administrator or his/her designee. Service for students and school related activities have preference in the scheduling of school vehicle use. Employees are required to schedule and coordinate all destinations and vehicles used through the Chief Administrator.

### **1.35 TRANSPORTATION RECORDS**

The Lead Bus Driver shall be responsible for submitting or overseeing the preparation of vehicle and department reports. Such reports shall include:

1. The total mileage for each vehicle,
2. The number of students transported by each vehicle,
3. The type and number of activity runs completed,
4. Any inspection(s) completed and the result(s),
5. Preventive maintenance performed on each vehicle, and
6. Total fuel and other supplies consumed during the reporting period.

### **1.36 FOOD SERVICE PROGRAM MANAGEMENT**

The Takini School Board shall implement a Food Service Program for students to meet all sanitation, nutrition, and quality meal requirements of Child and Adult Nutrition Services Program (hereinafter "CANS") and other requirements established by the Takini School Board.

The Food Service Manager shall be responsible for the program daily and for food service staff supervision.

Goals of the Food Service Program are:

1. To provide sanitary food preservation, preparation, and serving activities designed to enhance student participation in the food service program.
2. To prepare menus that meet nutritional standards and consult with the student council on items for meals that enhances student participation in the program.
3. To implement daily cleaning and maintenance activities in the food service area that ensure compliance with sanitation and health requirements.
4. To disseminate information on meal planning to enhance student participation in the food service program.
5. To work with school and community groups in planning and preparing special occasion meals to supplement activities and enhance community involvement.
6. To implement a system of meal preparation that promotes variety, participation, cost-effectiveness, and nutrition.
7. To implement an accounting and reporting process designed to accurately reflect participation in the food service program.

The basic requirements of the Food Service Program are:

1. Individuals who are not food service employees are prohibited from being in the food preparation area unless authorized by the Food Service Manager.
2. Food items shall not be taken from the food service area by individuals for their personal use.
3. Groups requiring food service for special meals are required to submit a written request to the Food Service Manager.
4. All food service personnel are required to have a physical examination annually and must be free from any communicable disease prior to working in the food service program.
5. Food service personnel shall be appropriately attired and groomed.
6. Students shall be prohibited from being in the food service area unless approved to assist by the Food Service Manager.
7. Adults may participate in the lunch program if they purchase a meal ticket from the Meals Clerk or are authorized by the Chief Administrator.
  - a. The cost for one lunch meal ticket shall be \$3.89.
  - b. The Chief Administrator may approve of complimentary meals at no cost to the employee or others for participation in the lunch meal. Costs for complimentary meals will be recorded in program records to ensure they are properly billed to the correct accounts.
8. Only students shall participate in the regular breakfast program.
9. Community member or organization use of food preparation, serving, or dining areas may be authorized by the Food Service Manager if:
  - a. The organization or individual signs a facility use agreement that stipulates the limitations authorized by the Food Service Manager.
  - b. A food service employee must be present to provide supervision for proper cleanup of the facilities and monitor the use of equipment or other items.
  - c. The organization or individual must sign a release of liability for use of equipment, facilities or other items.
10. School-sponsored activities requiring access to food service materials, supplies, equipment, or facilities are not required to submit a deposit. Such activities must have approval of the Food Service Manager and at least one food service worker shall be



present to monitor items as specified in Section 9(a) above.

### **1.37 FREE FOOD SERVICE**

The Takini School Board shall participate in the Child and Adult Nutrition Services program to assure all students the opportunity to receive proper nourishment.

The Food Service Manager is responsible for enforcing rules, regulations and procedures which meet tribal, state, and federal requirements regarding participation in programs for free or reduced-price meals and other available supplementary food and nutrition program resources.

### **1.38 FOOD SERVICE SANITATION INSPECTIONS**

The Food Service Manager shall be responsible for developing and implementing regular, daily, and other scheduled cleaning assignments of staff to ensure that health and sanitation requirements are consistently met in the food service area.

The Chief Administrator or his/her designee shall submit sanitation inspection reports and evaluations to the Takini School Board as received and shall provide a copy of reports to appropriate employees and other agencies.

### **1.39 FOOD SERVICE RECORDS**

The Food Service Manager shall be responsible for assessing student eligibility for free lunches and for making certain that daily accounting and record keeping required maintaining program compliance and reimbursement are met.

The Food Service Manager and the Business Manager shall monitor and submit reports to CANS Program and shall conduct periodic auditing of accounting and reporting data maintained daily by the Food Service Program.

### **1.40 INSURANCE MANAGEMENT**

Takini School Board purchase of insurance shall be in accordance with all laws and regulations with the Administrator responsible for the management of school insurance programs, with the understanding that *Takini School*, a Self-Determination and Educational Assistance Act Grant School (under the authority of Pub. L. No. 100-297, 102 Stat. 130 (1988) and 25 U.S.C. § 5301 *et seq.*), has certain protections under the Federal Tort Claims Act for claims against the school.

The Takini School Board shall provide personnel and property insurance coverage as mandated by law and may consider insurance or fringe benefit coverage as options dependent upon needs and budget. The Takini School Board shall purchase liability insurance for Takini School Board officers and employees in discharge of official duties.

### **1.41 FACILITY EXPANSION GOALS**

The Takini School Board within its discretion may authorize necessary construction of a sufficient number of school buildings to meet the demands of present and future student enrollments.

## **1.42 LONG RANGE PLANNING**

The Chief Administrator shall submit a written outline of the long-range facility needs of the school annually to the Takini School Board. The Facility Manager is authorized to consult with individuals who can lend professional assistance and guidance in this matter.

The Takini School Board reserves the right to accept or reject any or all of the recommendations for facility needs.

## **1.43 FACILITY OBSOLESCENCE DETERMINATION**

The Chief Administrator is responsible for reporting to the Takini School Board about any facilities that have deteriorated to the point that they are no longer usable.

## **1.44 NAMING NEW FACILITIES**

The Takini School Board has the responsibility to name all new school facilities and may consider suggestions from citizen groups, staff, and students.

## **1.45 GOALS AND OBJECTIVES**

The Takini School Board recognizes that governmental agencies and community organizations play a role in education and will establish positive working relationships with the public.

The Takini School Board shall fully cooperate with other school districts as well as with other local, state, and regional agencies and organizations in the solution of educational problems of common concern.

## **1.46 PUBLIC INFORMATION PROGRAM**

The Takini School Board shall make the public fully aware of all aspects of the school by:

1. Keeping the public informed regarding policies, administrative operation, objectives, educational programs, and successes or corrective measure being taken.
2. Furnishing full and accurate information, favorable and unfavorable, together with interpretation and explanation of the school plans and programs.

## **1.47 SCHOOL-SPONSORED INFORMATION**

The Chief Administrator shall employ such means as necessary to inform citizens of school activities and policies.

## **1.48 PUBLIC INFORMATION**

The Chief Administrator shall be responsible for releasing information about the school system and Takini School Board action(s). News releases will only be made through the Chief Administrator.

## **1.49 PUBLIC RELATIONS PLAN**

The Chief Administrator and Leadership Team, or other designated persons, shall provide the public with appropriate information concerning new developments at Takini School. This shall be done in a timely manner and offered to the public through a variety of appropriate media sources such as radio, TV, newspapers, and the like. Staff persons with technical expertise shall serve as resource persons or as an active part of the public relations team.

The local radio station will be the primary means of audio dissemination of public relations information. Other radio stations will be utilized as needed or desired.

The school sign on the highway shall serve as a public relations tool to notify the public of short, pertinent, and up to date announcements. The technology coordinator will be responsible for all messages run through the sign. All messages placed on the sign must be cleared in advance with the Chief Administrator or her/his designee.

Each family of students, funds permitting, will receive a subscription to a local newspaper which will serve as a vehicle for print media dissemination of public relations information. Letters and notices and special newsletters may be sent home with students to supplement other notices.

Staff and students shall submit information regarding classroom, school or community activities to the Principal who shall submit copies to the Chief Administrator for appropriate action. If the information is of a controversial nature, or impacts the health, safety, and welfare of students or staff, the Chief Administrator shall approve in advance.

## **1.50 LOCAL GOVERNMENT RELATIONS**

The Takini School will cooperate with other governmental agencies to achieve the best interests of youth and citizens of the school service area.

## **1.51 COOPERATION ON RECREATIONAL PROGRAMS**

The Takini School may work with the *outside entities* to provide facilities which will enhance recreational programs for the school. However, there must be no interference with the educational program in cases where school property is used while school is in session.

## **1.52 RELATIONS WITH LAW ENFORCEMENT**

Cooperation with law enforcement agencies is essential for the protection of students, the maintenance of a safe school environment, and to safeguard all school property.

## **1.53 INTERVIEWS AND INVESTIGATIONS BY POLICE / SOCIAL SERVICES**

Police and/or Social Services Child Protection workers/investigators may be called to the school at the request of the Chief Administrator or Takini School Board.

Unless an emergency situation exists requiring otherwise, the police shall contact the Chief Administrator first if they wish to come to school for official business. If such an emergency situation exists, the police shall contact the Chief Administrator as soon as practicable.

Prior to a police officer or social services workers/investigators questioning a student on a police matter, the Chief Administrator may inform the parent of such a request and ask them to attend such an interview at the discretion of the Chief Administrator, unless the Chief Administrator is directed not do so by law enforcement or social services. If the subject of the investigation is a parent, guardian, or household member, the School is under no obligation to contact or involve parents.

Contact between school personnel and the police on matters involving students shall be made through the Chief Administrator and the appropriate police authority.

## **1.54 RELATIONS WITH PARENT ORGANIZATIONS**

### **PARENT/SCHOOL PARTNERSHIPS**

The Takini School will develop strong partnerships with the home. Parents and schools working as partners increase student achievement and help develop positive attitudes about self and school. The key factor in the home-school partnership is the relationship between the teacher and the parent. Teachers are professionals who manage a variety of instructional resources. Parents are an essential resource in the learning process of their children. Organizational support from the Takini School Board and administration enables teachers to effectively develop the partnership.

Takini School will design effective forms of school-home communications with all families each year about school programs and their children's progress including home visits, parent teacher conferences, annual report to the Takini School Board and community, and school policies.

Takini School will provide information and ideas to families about how to help students at home with curricular related activities, decisions, and planning, including a monthly calendar of events/activities and Monthly Parent Newsletter.

Takini School will include parents in school decisions and develop parent leaders and representatives through parent participation on the Owayawa Awanyanka Okolakiciye and other committees.

The Takini School Board recognizes the constructive role which parent-teacher groups can play in the school system and shall offer these groups its full cooperation. Effective leadership provided by these organizations is valuable for the improvement of educational programs and community support of the school.

## **1.55 PROFESSIONAL VISITORS AND OBSERVERS**

One of the ways Takini School Board members and staff can improve their effectiveness and the

quality of education for students is by visiting school systems with novel, experimental, or innovative programs. Takini School Board members should occasionally visit other school systems and encourage staff to do so. The Takini School Board also welcomes professional visitors to Takini School. All visitors shall report to the principal's office or Chief Administrator's office to state their business before entering any other part of the School. Such visitors shall sign a visitor's sign-in sheet.

Groups who wish to visit the school should make arrangements in advance with the principal who shall provide someone to assist them in their visit. This will ensure that the programs visited are operational on their arrival and guard against undesirable interruptions in scheduled programs of students and staff.

Visitors arriving unannounced at the school shall be directed to the Principal's Office.

Parents or community members who enter the school without checking in with the Principal's office, or who threaten or physically assault staff or students, shall be removed immediately from the premises. School administration and staff are authorized to call law enforcement if the individuals refuse to leave the premises.

The Takini School Chief Administrator has authority to prohibit any visitor from entering the School when they determine that visitor presents a threat to the health or safety of students or staff. Such decisions may be appealed to the School Board under School grievance procedures.

## **1.56 COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS**

The Takini School will not permit any individual or group to exercise censorship over instructional materials and library collections. Provision will be made for the evaluation of instructional materials upon formal written request.

Students' right to learn and the freedom of teachers to teach shall be respected.

## **1.57 FLAG DISPLAYS**

The Takini School requires that a flag staff with all necessary appliances be maintained at the school building and that a United States and Cheyenne River Sioux Tribal flag be flown from such flagstaff during the school hours of each school day, except when a violent storm or inclement weather would destroy or damage them.

## **1.58 SCHOOL ORGANIZATION PLAN**

The Takini School Board shall approve a Comprehensive Educational Plan that identifies specific goals, objectives, and activities for development and implementation.

The Chief Administrator shall be responsible for monitoring activities identified in the Comprehensive Educational Plan and shall submit a report to the Takini School Board at the annual meeting about accomplishments and identified needs.

The Chief Administrator shall conduct a Comprehensive Educational Plan review and evaluation session annually utilizing a process for input from staff, students, parents, and other community members by the end of the first week in September.

Any revisions to the Comprehensive Educational Plan shall be disseminated to all employees during scheduled pre-service at the beginning of each school year.

### **1.59 SCHOOL ATTENDANCE AREA**

The Takini School service area is defined by Article II of the Takini School Constitution which provides that the legal boundaries for the Takini School will be those previously utilized by the Bridger Day, Cherry Creek Day, and Red Scaffold Day Schools. Chief Administrator may approve enrollment for students who reside outside the TS Service Area. A student who was approved for enrollment in the prior year is considered a continuous enrollment student and does not have to have the Superintendent/Administrator's approval for the subsequent school year. The Chief Administrator will take into consideration class sizes, transportation needs, and other budgetary factors when making enrollments decisions.

The Chief Administrator shall not enroll any student who was expelled from school at the prior school the student was enrolled at unless the student is determined not to pose a threat to the health and safety of students and employees by action of the School Board.

Applicants for enrollment may appeal a denial of enrollment to the School Board by filing a written request for appeal with the Chief Administrator's Office within five (5) business days of receiving written notice of denial. Students from other areas are also included provided the students are ISEP eligible.

### **1.60 SCHOOL YEAR**

The term of school shall be approved by the Takini School Board and will be in accordance with the state of South Dakota requirements.

### **1.61 SCHOOL CALENDAR**

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

The Chief Administrator shall present a school calendar for the ensuing term of school to the Takini School Board for their approval before April 1. Any changes in the school calendar require Takini School Board approval prior to the end of the current term of school.

### **1.62 EXTENDED SCHOOL YEAR**

The Chief Administrator shall have the authority to grant an extension of the school year during intersession for purposes of meeting minimum classroom instruction day requirements after

consulting with the Takini School Board.

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

### **1.63 SCHOOL DAY**

The length of the school day shall be in compliance with applicable laws, rules, and regulations. Any days missed shall be made-up during the current term of school at a date to be decided upon after input from the staff, students and parents and pending Takini School Board approval.

### **1.64 EMERGENCY ACTION PLAN**

The School shall follow its emergency action plan when applicable. All administration, teachers, and staff shall be informed how to proceed pursuant to the plan. If the plan is implemented, the Takini School Board shall reexamine the plan to see if any additions or changes are necessary.

### **1.65 EMERGENCY CLOSING**

The Chief Administrator or Takini School Board or an appointed designee may close school for emergencies which threaten the life, health or safety of the students or staff and have school closure information broadcast by local radio and television stations.

To ensure a safe and rapid dismissal, in case of an emergency situation, the following procedures shall be followed:

1. No students are to be sent to the library or out of any classrooms without a pass from a teacher.
2. Bathrooms will be used during an emergency only with a pass from a teacher.
3. Upon arrival of a designated time of dismissal, teachers shall escort their respective classes to the buses.
4. Once students are outside, all exterior doors (excluding the main doors) will be secured.

Notice shall be given to staff and teaching staff one hour prior to dismissal.

### **1.66 WORKING WITH OUTSIDE ENTITIES**

Outside entities such as corporations or organizations wishing to engage in collaborative endeavors with Takini School may enter into a contractual agreement and/or memorandum of agreement/understanding if both the entity and the Chief Administrator feel that the collaborative agreement is needed to effectively carry out the service and would be in the best interest of the students of Takini School.

The Chief Administrator shall notify the Takini School Board at the next regularly scheduled meeting about the request or proposed collaborative effort.

A person selected by the entity requesting the engagement shall initiate this process by contacting the Chief Administrator directly about the proposed endeavor. If deemed necessary, the Chief Administrator and the entity's representative will meet to discuss the matter further. If it is determined that a written contract is needed the terms of the contract shall be discussed.

Either the Chief Administrator or the representative of the outside entity may draft the initial contract which shall be subject to review of both parties and/or their organization(s). If both parties agree to the contract as reviewed a final draft shall be written and presented to the Takini School Board for its approval.

An approved contract shall be signed by the Chairperson or Leader of the outside entity, the Chief Administrator, and the Takini School Board Chairperson. The original signed contract shall be retained in the Business Office and a copy made for the outside entity.

Either the outside entity or the school may terminate the contract by giving a thirty (30) day written notice of termination to the other party.



**APPENDIX A: TAKINI SCHOOL FACILITY USE AGREEMENT**  
**TAKINI SCHOOL FACILITY USE AGREEMENT**

Date of Contract: \_\_\_\_\_

Dates Requested: \_\_\_\_\_

Type of Usage: \_\_\_\_\_

Time to be Opened: \_\_\_\_\_

Signature of Person Responsible: \_\_\_\_\_

(print)

\_\_\_\_\_  
(sign)

Names of Security: \_\_\_\_\_

\_\_\_\_\_

Names of Person(s) in Charge: \_\_\_\_\_

\_\_\_\_\_

Names for Clean-up: \_\_\_\_\_

\_\_\_\_\_

**School Office Use Only**

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

**Facility Use Rules:** For Groups who wish to use the Takini School (hereinafter “TS”).

- 1) School related functions will have first priority for usage, without giving notice in case of emergency.
- 2) All requests should be made at least five (5) working days in advance of each usage. This is for organizational functions. An organization will need to have three (3) to five (5) individuals, who will meet with Operations Manager and Security on responsibilities.
- 3) The using organization shall pay \$200.00 deposit plus \$25.00 for each consecutive day, to be applied as follows; \$100.00 rental fee the remaining \$100.00 will be returned to the Person or organization upon determining that no damages have occurred, and that the gym has been cleaned to Security’s standards.
- 4) TS Security will not admit anybody without a properly signed agreement.
- 5) No elementary or high school age students are not allowed in school buildings after hours and Sunday through Thursday for non-school activities without guardians, with the exception of wakes and dinners. This shall be enforced by the organization or group using the gym.
- 6) The Person or Group using the gym shall request usage through proper channels in advance and ensure that all rules are enforced.  
Step 1. Chief Administrator or Business Manager  
Step 2. Business Office
- 7) For incidental use of the gym such as practice or scrimmages, requests are to be made during working hours, 8:00am to 4:30pm Monday through Friday.
- 8) All organizations using the TS gym shall provide supervision of the school building inside and outside along with school security.
- 9) The Takini School Board will not be responsible for accidents, injuries or thefts that result during use of the gym.
- 10) Gym users will be responsible for seeing that the area used are properly secured and cleaned of any trash. Any damages occurring to the building or grounds, also any theft of school property will be the responsibility of the organization or group using the gym.
- 11) Alcoholic beverages and chewing tobacco will not be allowed nor tolerated on the school premises at any time.
- 12) NO SMOKING IN THE SCHOOL
- 13) The school will not provide balls, whistles, score board, jerseys, office supplies, or telephone. TS may provide controls of score board and PA system. The School may authorize use of the Scoreboard in its discretion.
- 14) Failure to adhere to this policy shall result in being denied any future use of the gym and/or other action as needed.
- 15) Fees collected from said user or organization will be placed in the Student Activity Fund.
- 16) Facility use shall be requested after 2:30 including funerals and wakes, (no kitchen use).
- 17) **SCHOOL SECURITY HAS THE AUTHORITY TO ENFORCE ALL RULES.**

## **APPENDIX B: TAKINI SCHOOL QUARTERS LEASE AND HOUSING POLICIES**

### **TAKINI SCHOOL QUARTERS LEASE**

**Purpose: The purpose of this Lease is to set forth the Takini Schools (“TS”) Rental Agreement with the Tenant for renting of Takini School quarters provided by the school for staff members. Tenant agrees to the terms and conditions of this Lease, and the Takini School Housing Policies as a condition of the Lease.**

1. **PARTIES.** This lease agreement being a valid and binding contract is entered into by and between \_\_\_\_\_ hereinafter referred to as Tenant, and the Takini School hereinafter referred to as TS.
  
2. **RENTAL RATES.** The rent per month due and owing from the Tenant is based on the family size. The rent per month the Tenant agrees to pay is as follows:
  - Family \$320 per month
  - Two (2) Adults or a Couple \$250 per month
  - Single \$230 per month
  
3. **SECURITY DEPOSIT.** A Security Deposit of \$300.00 is required prior to the move-in date. With the approval of the Chief Administrator, the Security Deposit may be paid by payroll deduction to be deducted at a rate of \$50.00 per pay period until paid. The deposit will be returned when the housing unit is vacated, after deduction of any cleaning fees, the cost of repair of damage beyond normal wear and tear, any utility costs left unpaid, and any unpaid rent due.  
  
**ADDITIONAL PET DEPOSIT.** A nonrefundable Pet Deposit of \$150.00 will be charged for each dog or cat in your household. With the approval of the Chief Administrator, the Pet Deposit may be paid by payroll deduction to be deducted at a rate of \$50.00 per pay period until paid. Arrangements can be made for payroll deductions for deposits over a 2 or 4-month period, 4 to 8 pay periods:
  
4. **UTILITY CHARGES.** Tenant agrees to pay the following utility charges:
  - a. Water bills will be charged monthly to each tenant. This will be a monthly payroll deduction at the following rates:
    - o \$50.00 for Family
    - o \$40.00 for Two (2) Adults or a Couple
    - o \$30 for Single
  - b. Each employee will be required to pay a monthly electric bill.
  - c. Propane will be filled at or above 80% when the tenant moves in, and Tenant is required to ensure the propane is filled at or above 80% when the tenant vacates the quarters.

5. **BACKGROUND OF OCCUPANTS.** Any and all persons occupying the unit must satisfy all requirements of the Indian Child Protection and Family Violence Prevention Act, P.L. 101-630, 104 Stat. 4531 (1990) (codified as amended at 25 U.S.C. §§ 3207-3211). In addition, each occupant must meet the following background check requirements:

- a. No occupant will be approved whose criminal background check reveals any conviction or guilty plea to possession with intent to distribute or distribution of a controlled substance.
- b. No occupant will be approved whose criminal background check reveals who is required to register as a sex offender under any tribal, state or federal sex offender registry.
- c. No occupant will be approved whose criminal background check reveals any conviction or guilty pleas that the Chief Administrator determines pose a threat to the health and safety of students or employees.

6. **ASSIGNMENT OF QUARTERS.** The assignment of Quarters will be made by the Chief Administrator and the Operations and Maintenance Supervisors of Takini School and will be based upon the availability of quarters and the Tenant's family composition. The School will determine the number of occupants and/or set any limits on the number of persons occupying the unit. Violation of the set limit shall be deemed a violation of this agreement.

7. **OCCUPANTS.** Priority will be given to the following:

- A. Chief Administrator
- B. Principal
- C. Certified Teachers
- D. Other staff of TS will be given consideration if housing is available.

No outside entities will be considered. The Tenant is authorized to have only immediate family (those listed on the bottom/back of this agreement) occupying the unit. The actions of the Tenant's family, dependents and/or guests so as not to interfere with the operation or peace of the quarters, or school, or other units shall be the responsibility of the Tenant. Tenant agrees to abide by the federal law of alcohol and drug free zone by keeping the school compound and unit drug and alcohol free and to abide by all applicable laws.

8. **TERMS OF LEASE.** Tenant agrees to pay \$ \_\_\_\_ monthly rental, electric, fuel oil/propane, background checks of individuals 18 years and older, other utilities included in rent, for Takini School (hereinafter "TS") Quarters Unit # \_\_\_\_\_. Rent is based on the TS Quarters Rental Schedule. Rental, electric, water, propane payments will be on a bi-weekly / monthly basis through payroll deduction. Rental terms for each unit will be based on length of employment contract with TS. Rent, electric, propane, payments of unit beyond employment contract for Tenants returning for the following school year will be made at the Business Office. Tenant agrees that TS may withhold all or part of Tenant's final paycheck to cover remaining rent due or damages.

9. **TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this agreement, either party has the right to terminate this agreement by giving the other party two (2) weeks written notice.

- 10. AUTOMATIC TERMINATION OF AGREEMENT.** This agreement is contingent and conditioned on maintaining employment with TS. If for any reason, employment of Tenant ends, this agreement shall automatically terminate, and Tenant agrees to remove self and possession from the premises within three (3) days thereafter.
- 11. MAINTENANCE OF THE UNITS.** Tenants are responsible for the following:
- A. Report any damages to the unit immediately to the Operations Supervisor and pay all repairs on damages due to neglect; negligence or intentional damage to the property of TS caused by the Tenant and Tenant's family, dependents, or their guests.
  - B. Notify the school of needed maintenance and any repairs, those are the responsibility of the TS.
  - C. Tenants are expected to keep the unit clean and to perform normal unit maintenance "handyman" work within their capability. These are tasks that are normally done by a prudent homeowner. Tenant is expected to abide by the following requirements.
    - 1. Clean the quarters, including appliances, waxing floors (where applicable) washing windows, and preventing insect infestation by proper cleanliness and sanitation measures.
    - 2. Take care of grounds by mowing grass, trimming plants, etc. Tenants are expected to furnish their own maintenance equipment. Unattended grounds will be taken care of by the Operations Management staff and the tenant will pay for the service or face eviction.
    - 3. Fasten storm doors and windows securely during periods of high wind; ensure that storm doors and windows are not damaged through carelessness.
    - 4. Remove lint from filters and exhaust pipes on clothes dryers to prevent fires.
    - 5. Tighten and replace builder's hardware such as screws on door hinges, doorknobs, window pulls, screen fastening devices, etc.
    - 6. Reset nails protruding from woodwork and other surfaces, filling holes with materials compatible with surrounding surfaces.
    - 7. Lubricate building hardware to provide quiet and satisfactory operations.
    - 8. Replace light bulbs and fuses except cartridge and circuit breaker types.
    - 9. Clean or replace filters in kitchen exhaust fans and in warm air furnaces. Furnace filters should be checked by the tenant on a monthly basis during heating season.
    - 10. Pets will be allowed upon request and rules will be provided. A deposit of \$150.00 will be collected per pet with a maximum of two (2) pets allowed.
    - 11. Trash will be placed in bags and disposed of in bins, located near the bus compound.
    - 12. Yards will be kept clean and safe, including but not limited to lawn care, removal of snow, ice and debris and overall, up-keep of the yard.
    - 13. Cars shall be parked only in designated parking areas, not on lawns.
    - 14. Junk cars shall not be permitted and will be removed at Tenant's expense.
    - 15. Inside of the unit was kept clean, sanitary, safe and free of pests such as roaches, mice, etc.
    - 16. Flammable and or dangerous products shall not be kept in the units.
    - 17. Alteration, improvements, and additions of the unit are not permitted, including painting, wallpapering, or additions to the premises unless approved in writing in

advance by the Takini Maintenance Supervisor. All alterations, improvements, or additions so authorized shall become and remain the property of Takini School. Furthermore, fences, playground equipment, swimming pools, sandboxes, etc., will not be permitted on front lawns. The Chief Administrator may deem these allowable for the backyard after a written request is submitted.

18. Tenant is responsible for cleaning and vacating the unit at the end of agreement.
19. Tenants shall not make any alterations to the exterior of assigned quarters that would void any warranty on the quarters siding and roofing materials including satellite, internet, and cable devices. A mounting pole will be provided by the Maintenance Department.
20. Any installation of devices or use of nails or other fasteners that could cause water leaks that damage covering, sheathing, framing, installation, and electrical components are prohibited.
21. Any exterior alterations must be pre-approved by TS.
22. Any interior alterations and/or upgrades have to be approved and become the property of Takini School.
23. Tenant owned and used appliances, including extension cords, shall be U.L. approved types and shall be maintained in such condition that they shall not present hazards. Tenants shall take care not to overload electrical circuits.
24. No materials or goods shall be stored within two (2) feet of furnaces or water heaters.

**12. LEASE VIOLATIONS. Tenant agrees to abide by all of the terms and conditions of this Lease agreement and the Takini School Housing Policies as a condition of the Lease Agreement.** Failure to uphold any of the Tenant's responsibilities under this Lease or the Takini School Housing Policies will result in the following procedure:

- A. Tenants will first be given a written notice of the violation and will have two (2) days to comply.
- B. Should Tenant not comply after two (2) days of receiving the written notice, a fine of \$50.00 will be imposed by automatic payroll deduction.
- C. Should Tenant still not comply, another automatic payroll deduction of \$50.00 will be collected by automatic payroll deduction within two (2) days after the expiration of the notice set forth in number 2 above.
- D. If Tenant does not come into compliance this will be considered a violation of this agreement.
- E. These procedures do not apply to any Lease violation that results in a threat to the health and safety of occupants, students or other employees. Any use of drugs or alcohol in a housing unit by a Tenant, their household member or a guest, or contamination of a housing unit with methamphetamine or fentanyl will result in Termination of the Lease.

**13. LEASE TERMINATION AND EVICTION.** Tenant may be evicted by the Takini School for:

- A. Violation of this Lease agreement or Takini School Housing Policies.
- B. Termination of this Lease agreement.
- C. Termination of the employment contract.

- D. Any conduct by the Tenant, a household member or a guest that poses a serious threat to the health or safety of the public, students, occupants, or TS employees.
- E. Any other reasons allowed by law.

In the event the Takini School terminates the Lease agreement, TS will issue a Notice of Lease Termination and Notice to Quit Possession giving the Tenant three (3) days to vacate the unit. Tenant specifically waives any right to notice to quit or other notice otherwise allowed by law in the case of employment termination. Service shall be deemed effective upon posting a notice on the front door of the unit, service on an adult household member, or mailing by certified mail return receipt to the last known Tenant address. If Tenant fails to remove himself and his possessions from the premises within two (2) weeks after receiving a written request by TS, TS shall invoke their right to seek a forcible entry and detainer order from the Cheyenne River Sioux Tribal Court requiring removal, after a Notice to Quit. In any case in which TS has to obtain an eviction order through the Tribal court, Tenant agrees to be responsible for payment of attorney's costs and fees as a condition of this Lease agreement.

- 14. **TAKINI SCHOOL RESPONSIBILITIES FOR QUARTERS.** TS is responsible for the following:
  - A. Maintenance in all common areas of the grounds.
  - B. Maintaining the structure in a safe and functional manner.
  - C. Maintaining all household appliances and heating equipment in a safe and functional manner.
  - D. Smoke alarms and fire extinguishers.
  - E. Inspection of units.
  - F. Maintain plumbing and electrical equipment.
  - G. Pest control on final move-out.
  
- 15. **INSPECTION AND RIGHT TO ENTER.** TS shall have the right to inspect the premises at any time upon reasonable notice of the date and time for inspection. If it is determined that an emergency exists, i.e., endangering the health, safety, welfare, or property of any person, etc., TS has the right to enter the premises at any time without notice.
  
- 16. **ASSESSMENTS AND PAYMENT OF DAMAGES.** Within seven (7) days after Tenant's final move-out, the TS Facilities Supervisor will inspect the unit for damages, including cleaning. The damages and/or cleaning will be deducted from the deposit.
  
- 17. **ABANDONMENT OF PROPERTY.** If this agreement is terminated for any reason or if Tenant is evicted, all property must be removed from the premises within seven (7) days thereafter. If said personal property is not removed, the property will be considered abandoned, and the TS shall have the right to enter said premises and remove the personal property. After removal, the TS shall have no obligation or duty to keep, store, or otherwise protect the property and the school shall incur no liability for any damage to the personal property.

By my signature, I agree to the terms of the TS Quarters Lease Agreement, and I further agree to abide by these responsibilities and conditions set forth in this Agreement.

**By the Tenant:**

\_\_\_\_\_  
Tenant                      Date

\_\_\_\_\_

**By Takini School:**

\_\_\_\_\_  
Chief Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

Payroll deduction for electric, propane & water bill: \_\_\_\_ bi-weekly \_\_\_\_ monthly.

Household Composition Form Listing all Occupants:

NAME	AGES



## APPENDIX B: TAKINI SCHOOL HOUSING POLICIES

### A. ASSIGNMENT OR QUARTERS.

1. **Housing Committee.** The Takini School Housing Committee have the authority to assign employees to quarters. Rent will be deducted on a biweekly basis from the salary check of employees leasing school quarters. The Housing Committee shall be comprised of the following Takini School (“TS”) employees: Chief Administrator, Operations Supervisor, and Maintenance Supervisor.
2. **Lease Agreement Required.** Tenants are required to complete a Lease Agreement annually, and upon approval of a transfer.
3. **Priority in Assignment of Quarters.** Priority will be given to the following:
  - A. Chief Administrator
  - B. Principal
  - C. Certified Teachers
  - D. Other staff of TS will be given consideration if housing is available.

No outside entities will be considered.

For uncertified personnel, if the School needs to reassign a unit to certified personnel to meet the School’s needs, the School shall reassign uncertified personnel based first on the size of the unit needed, and second by the date a unit was assigned by the School to uncertified personnel (last assigned, first terminated).

4. **Criteria for Assignment.** The following criteria shall be followed in assigning dwelling units:
  - a. *Takini School Employee.* Dwelling units owned or managed by TS shall be assigned only to TS employees. Quarters shall not be assigned to employees for the use of relatives who are not members of the employee’s immediate family.
  - b. *Unit Size Determination.* Dwelling units shall be assigned on the basis of number of dependents for which bedrooms are required. Larger houses shall be assigned to larger families. To the greatest extent feasible, units will be assigned based on the household size as set forth in the Household Composition Form. The School reserves the right to transfer tenants in the event that TS determines that a different unit size is necessary to accommodate a change in household membership, when a more suitable unit is available, or to meet its needs for certified staffing. All tenants may be transferred upon ten (10) days written notice of transfer to accommodate staff housing needs. Takini School will, to the greatest extent feasible, assign units based on the following guidelines:

Number of Bedrooms	Number of Persons
1	1-2
2	1-3
3	3-6
4	5 & up

Factors to be considered include age and sex of children, potential changes in family composition, and availability of unit sizes. Children of the same sex under the age of ten (10) may be assigned to the same bedroom. Cohabiting or married adults shall qualify for 1 bedroom. A two-person family comprised of one adult and one child

shall qualify for a two bedroom unit.

- c. *Tenants with Prior Evictions Ineligibility.* Any prior eviction from TS Housing will result in ineligibility for future housing.
- d. *Certain Persons Ineligible.* No person shall be eligible to occupy a dwelling unit if that person is required to register as a sex offender under any tribal, state, or federal law, or if that person has been convicted of, or who has plead no contest or guilty to, a violent crime, any crime against a minor child, or a drug-related crime under any tribal, state, or federal law. Violent crimes include any crime which has as an element of the offense the use or threatened use of physical force upon another person. Drug-related crimes include the illegal use, possession, distribution, or manufacture of any controlled substance or the illegal distribution of alcoholic beverages under any tribal, state or federal law.
- e. *Non-local Employee Preference.* Employees who originate from or intend to remain in the local area should provide their own quarters with the exceptions of personnel who are on 24-hour call for emergencies. Local area is defined as all lands within the boundaries of the Cheyenne River Sioux Tribe Reservation.
- f. *No Temporary Assignment of Units.* There shall be no temporary assignment of quarters. This shall not restrict the School Board from authorizing the use of quarters for school related activities beneficial to students to accommodate contractors or volunteers. Such use must be approved in writing by the Housing Committee.

**5. Procedures for Assignment of Quarters.** Prior to the beginning of the School Year, and upon the vacancy of any dwelling unit at other times, the Housing Committee shall meet and review any applications for housing filed by current or prospective TS employees. The Housing Committee shall select applicants in accordance with the preference requirements set forth in this Policy. There shall be no right of appeal from the decision of the Housing Committee on applications for housing.

**B. PRE-OCCUPANCY REQUIREMENTS.** Upon assignment of a dwelling unit, the tenant must complete the following requirement prior to occupancy of the unit:

- 1. **Household Composition Form Required.** Prior to occupancy of a dwelling unit, tenants shall provide a list of persons the tenant is requesting the approval of the TS to occupy the dwelling unit on a Household Composition Form. Any changes to the Family Composition require the pre-approval of the TS in writing. Tenant agrees to notify the TS Maintenance Supervisor and Business Office of any changes in Family Composition by filing an amended Family Composition Form and shall not permit any additional persons to occupy the unit if notified in writing that such additions to Family Composition have been disapproved by the TS. The School reserves the right to terminate the Lease Agreement if additional occupants would render the dwelling overcrowded, or if tenant permits additional occupants without the approval of the TS. Household Composition Forms shall be used to determine the size of the unit assigned to school employees.

2. **Security Deposit Required.** Tenants are required to pay the Required Security Deposit prior to occupancy of the unit. With the approval of the Chief Administrator, the Security Deposit may be paid by payroll deduction to be deducted at a rate of \$50.00 per pay period until paid. The deposit will be returned when the housing unit is vacated, after deduction of any cleaning fees, the cost of repair of damage beyond normal wear and tear, any utility costs left unpaid, and any unpaid rent due.
3. **Pet Deposit.** A nonrefundable Pet Deposit of \$150.00 will be charged for each dog or cat in your household. With the approval of the Chief Administrator, the Pet Deposit may be paid by payroll deduction to be deducted at a rate of \$50.00 per pay period until paid. Arrangements can be made for payroll deductions for deposits over a 2 or 4-month period, 4 to 8 pay periods:
4. **Signed Rental Agreement Required.** Tenant must sign a written Rental Agreement annually with the Business Manager. A copy will be on file in the Business Office and a copy will be provided to the Tenant.
5. **Background Check Completion.** All adult members of the household and the tenant must complete a background check and meet the eligibility criteria set forth in subsection A.4

### C. TENANT RIGHTS AND OBLIGATIONS

Tenants may expect the same courtesies as are ordinarily extended by any landlord. The TS expects tenants to exercise reasonable care in the use of the quarters as is ordinarily expected of any tenant. Tenants must comply with the following requirements as a condition of the Lease Agreement.

1. **Authorized Occupants.** The Tenant is authorized to have only immediate family (those listed on Housing Occupancy Form) occupying the unit. The actions of the Tenant's family, dependents and/or guests so as not to interfere with the operation or peace of the quarters, or school, or other units shall be the responsibility of the Tenant.
2. **Drugs and Alcohol Prohibited.** Tenant agrees to abide by the federal law of alcohol and drug free zone by keeping the school compound and unit drug and alcohol free and to abide by all applicable laws.
3. **Right to Enter and Inspections.** TS shall have the right to inspect the premises at any time upon reasonable notice of the date and time for inspection. If it is determined that an emergency exists, i.e., endangering the health, safety, welfare, or property of any person, etc., or the unit has been abandoned, TS has the right to enter the premises at any time without notice.

An inspection of the quarters shall be made by the Operations Manager and the tenant prior to and at the termination of the tenant's occupancy, and annually on or before June 30th of each year. An inspection report will be filed at the Facilities Office with a copy furnished to the tenant at the time of occupancy. The Operations Manager shall post a written notice of inspection on the housing unit in a conspicuous location no less than

twenty-four (24) hours prior to the inspection, except in cases of emergency requiring TS to enter the unit to preserve life or the integrity of the quarters Landlord may also enter the premises without prior consent if it appears to have been abandoned by the tenant or in case of emergency, and as otherwise permitted by law or court order. In such cases, the Tenant will be notified as soon as practicable of the entry and the reason for the entry. The tenant does not need to be present for inspections but may be present.

Tenant agrees to allow TS or its agents to enter the dwelling upon reasonable advance notice during normal TS business hours in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective tenants. The tenant will not be unreasonable in denying entry.

**4. No Assignment, Subletting or Boarders.**

Tenant has no right to assign the Lease agreement, sublease the quarters or take in any boarders in the unit. Guests may not be permitted to occupy the unit for any length of time longer than seven (7) days.

**5. Maintenance of Dwelling Unit and Reporting Maintenance Needs.**

Tenants are expected to keep the unit clean and to perform normal unit maintenance “handyman” work within their capability. These are tasks that are normally done by a prudent homeowner. Tenant is expected to abide by the following requirements.

- a. Notify the school of needed maintenance and any repairs, those are the responsibility of the TS.
- b. Pay for any damage to School property or equipment and any maintenance needed on dwelling units or premises shall be reported promptly to the Business Office and Operations Supervisor. Pay all repairs on damages due to neglect; negligence or intentional damage to the property of TS caused by the Tenant and Tenant’s family, dependents, or their guests.
- c. Clean the quarters, including appliances, waxing floors (where applicable) washing windows, and preventing insect infestation by proper cleanliness and sanitation measures.
- d. Take care of grounds by mowing grass, trimming plants, etc. Tenants are expected to furnish their own maintenance equipment. Unattended grounds will be taken care of by the Operations Management staff and the tenant will pay for the service or face eviction.
- e. Fasten storm doors and windows securely during periods of high wind; ensure that storm doors and windows are not damaged through carelessness.
- f. Remove lint from filters and exhaust pipes on clothes dryers to prevent fires.
- g. Tighten and replace builder’s hardware such as screws on door hinges, doorknobs, window pulls, screen fastening devices, etc.
- h. Reset nails protruding from woodwork and other surfaces, filling holes with materials compatible with surrounding surfaces.
- i. Lubricate building hardware to provide quiet and satisfactory operations.
- j. Replace light bulbs and fuses except cartridge and circuit breaker types.
- k. Clean or replace filters in kitchen exhaust fans and in warm air furnaces. Furnace filters should be checked by the tenant on a monthly basis during heating season.

- l. Trash will be placed in bags and disposed of in bins, located near the bus compound.
  - m. Yards will be kept clean and safe, including but not limited to lawn care, removal of snow, ice and debris and overall, up-keep of the yard.
  - n. Cars shall be parked only in designated parking areas, not on lawns.
  - o. Junk cars shall not be permitted and will be removed at Tenant's expense.
  - p. Inside of the unit was kept clean, sanitary, safe and free of pests such as roaches, mice, etc.
  - q. Flammable and or dangerous products shall not be kept in the units.
  - r. Alteration, improvements, and additions of the unit are not permitted, including painting, wallpapering, or additions to the premises unless approved in writing in advance by the Takini Maintenance Supervisor. All alterations, improvements, or additions so authorized shall become and remain the property of Takini School. Furthermore, fences, playground equipment, swimming pools, sandboxes, etc., will not be permitted on front lawns. The Chief Administrator may deem these allowable for the backyard after a written request is submitted.
  - s. Tenant is responsible for cleaning and vacating the unit at the end of agreement
  - t. Tenants shall not make any alterations to the exterior of assigned quarters that would void any warranty on the quarters siding and roofing materials including satellite, internet, and cable devices. A mounting pole will be provided by the Maintenance Department.
  - u. Any installation of devices or use of nails or other fasteners that could cause water leaks that damage covering, sheathing, framing, installation, and electrical components are prohibited.
  - v. Any exterior alterations must be pre-approved by TS.
  - w. Any interior alterations and/or upgrades have to be approved and become the property of Takini School.
  - x. Playground equipment, swimming pools, sand boxes, etc., are not permitted on front lawns. Equipment of this type may be placed in the backyard with permission from the Facility Manager.
  - y. Tenant owned and used appliances, including extension cords, shall be U.L. approved types and shall be maintained in such condition that they shall not present hazards. Tenants shall take care not to overload electrical circuits.
  - z. No materials or goods shall be stored within two (2) feet of furnaces or water heaters.
6. **Pets.** Pets will be allowed upon request subject to the following rules.
- a. A Pet Deposit must be paid for each pet.
  - b. A maximum of two (2) pets is allowed. Livestock is prohibited. All pets must be approved in advance by the Operations Supervisor. No dog prohibited under tribal law shall be authorized as a pet.
  - c. Pets must be fully vaccinated against Rabies and Distemper. Proof of vaccination must be on file with the Business Office.
  - d. Pets must be in a fenced yard or on a leash at all times when outside the unit.
  - e. The Housing Committee may require removal of any pet that bites an occupant or other person is ineligible to continue to occupy the quarters.
  - f. The Housing Committee may require removal of any pet that damages the quarters or the exterior premises.

- g. The Housing Committee may deny any Tenant with a history of pet violations the right to have a pet in the quarters.
7. **Notice of Absence from Dwelling Unit.** Tenant shall notify the landlord in writing if the dwelling unit will be left unoccupied by the tenant for a period longer than ten (10) days and shall advise the TS Business Office how to contact tenant during such period. Tenant shall arrange to have the quarters checked to ensure proper functioning of the heating systems, hot water heater, etc. Any maintenance or repair costs arising from neglect during unoccupied periods shall be assessed to the tenant. Tenants shall be billed for repairs due to negligence through payroll deduction. Failure on the part of the tenant to keep propane supply in the tanks or payment of utility bills constitutes negligence. The propane tank shall be filled by the tenant to at least 80% full before the unit is vacated.
  8. **Payment of Rent.** Rent shall be charged according to the TS Housing Rate Schedule, which shall be reviewed, approved by the School Board, and published annually prior to the issue of the housing rental agreements. Rent is expected to be paid on the first day of every month, or bi-weekly and deducted from the employee's paycheck pursuant to a signed Salary Deduction form. Rent not paid on or before the first of the month or on time by salary deduction shall be grounds for lease termination for cause.
  9. **Business.** Conducting a business enterprise of any kind in quarters is not permitted, with the exception of those ventures which may occur periodically, and which have duration of only a few hours, including, but not limited to, the following: food sales, rummage sales, lawn mowing, snow removal, babysitting services.
  10. **Rental Insurance Against Loss or Damage to Personal Property.** Takini School is not responsible for loss or damage to personal property of the tenant placed in school quarters. It shall be the responsibility of each tenant to properly insure their property against such loss.
  11. **Conduct of Tenants, Household Members, Guests, and Invitees.** Tenants, family, and guests of tenants are expected to conduct themselves in an orderly and respectful manner. The tenant is responsible under the Lease for the conduct of household members listed on the Family Composition Form, guests, and any invitee onto the premises whether the person is a guest of the tenant or a household member. Conduct that disturbs the right to peaceful enjoyment of other household members, or any person in the TS Housing area, or presents a threat to the health or safety of other residents or their property is a violation of the Lease.
  12. **No Alcohol, Drugs, or Inhalants.** No alcohol, drugs or inhalants shall be allowed to be used, sold, manufactured, or possessed by tenants, their Household members, guests, or invitees. Any drug or alcohol violations are grounds for immediate eviction of tenant. Reported incidents of such activity shall be turned over to the Cheyenne River Sioux Tribe Law Enforcement Department and/or School personnel per the School's organizational chart. The incident report shall be submitted to the Chief Administrator.

Quarters will be tested for the presence of methamphetamine and fentanyl. If quarters test positive for methamphetamine or fentanyl contamination, the Lease will be terminated.

13. **No Smoking Permitted in Housing Units.** No smoking shall be permitted inside of any TS housing by any person. Smoking inside a housing unit is grounds for termination of the lease. The tenant shall be assessed a \$500.00 charge for the cost of repainting the unit and shall be responsible for any additional cost resulting from a violation of this Policy.

**D. LEASE VIOLATIONS. Tenant agrees to abide by all of the terms and conditions of this Lease agreement and the Takini School Housing Policies as a condition of the Lease Agreement.** Failure to uphold any of the Tenant's responsibilities under this Lease or the Takini School Housing Policies will result in the following procedure:

1. Tenants will first be given a written notice of the violation and will have two (2) days to comply.
2. Should Tenant not comply after two (2) days of receiving the written notice, a fine of \$50.00 will be imposed by automatic payroll deduction.
3. Should Tenant still not comply, another automatic payroll deduction of \$50.00 will be collected by automatic payroll deduction within two (2) days after the expiration of the notice set forth in number 2 above.
4. If Tenant does not come into compliance this will be considered a violation of this agreement.
5. These procedures do not apply to any Lease violation that results in a threat to the health and safety of occupants, students or other employees. Any use of drugs or alcohol in a housing unit by a Tenant, their household member or a guest, or contamination of a housing unit with methamphetamine or fentanyl will result in Termination of the Lease.

**E. TAKINI SCHOOL RESPONSIBILITIES FOR QUARTERS.** TS is responsible for the following:

1. Maintenance in all common areas of the grounds.
2. Maintaining the structure in a safe and functional manner.
3. Maintaining all household appliances and heating equipment in a safe and functional manner.
4. Smoke alarms and fire extinguishers.
5. Inspection of units.
6. Maintain plumbing and electrical equipment.
7. Pest control on final move-out.

**F. LEASE TERMINATION AND EVICTION.** Tenant may be evicted by the Takini School for:

1. Violation of this Lease agreement or Takini School Housing Policies.
2. Termination of this Lease agreement.
3. Termination of the employment contract.

4. Any conduct by the Tenant, a household member or a guest that poses a serious threat to the health or safety of the public, students, occupants, or TS employees.
5. Any other reasons allowed by law.

In the event the Takini School terminates the Lease agreement, TS will issue a Notice of Lease Termination and Notice to Quit Possession giving the Tenant three (3) days to vacate the unit. Tenant specifically waives any right to notice to quit or other notice otherwise allowed by law in the case of employment termination. Service shall be deemed effective upon posting a notice on the front door of the unit, service on an adult household member, or mailing by certified mail return receipt to the last known Tenant address. If Tenant fails to remove himself and his possessions from the premises within two (2) weeks after receiving a written request by TS, TS shall invoke their right to seek a forcible entry and detainer order from the Cheyenne River Sioux Tribal Court requiring removal, after a Notice to Quit. In any case in which TS has to obtain an eviction order through the Tribal court, Tenant agrees to be responsible for payment of attorney's costs and fees as a condition of this Lease agreement.

- G. ASSESSMENTS AND PAYMENT OF DAMAGES.** Within seven (7) days after Tenant's final move-out, the TS Operations Supervisor will inspect the unit for damages, including cleaning. The damages and/or cleaning will be deducted from the deposit.
- H. ABANDONMENT OF PROPERTY.** If the unit is abandoned, or the agreement is terminated for any reason or if Tenant is evicted, all property must be removed from the premises within seven (7) days thereafter. If said personal property is not removed, the property will be considered abandoned, and the TS shall have the right to enter said premises and remove the personal property. After removal, the TS shall have no obligation or duty to keep, store, or otherwise protect the property and the school shall incur no liability for any damage to the personal property.