# Takini School 2023-2024

# SCHOOL OPERATIONS POLICIES & PROCEDURES



(Approved by Takini School Board Action)
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#### 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/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. Principals or their designee are responsible for the care of school property used by their staff and students.

Principals are responsible for notifying the Superintendent/ Administrator or Business Manager, of building and operational needs, including the defacing or destruction of school property that needs cleaning or repair. Principals 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 Superintendent/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 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 Superintendent/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 Superintendent/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 Superintendent/ Administrator or his 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 Superintendent/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 Superintendent/Administrator shall develop rules and regulations for parking and traffic control on school property.

#### 1.09 SAFETY INSPECTIONS

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

#### 1.10 SECURITY

The Superintendent/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.

#### 1.11 VANDALISM PROTECTION

The Superintendent/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 Superintendent/Administrator.

#### 1.13 CLEANING PROGRAM

The Superintendent/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 Principals 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.

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

#### 1.14 SANITATION

The Superintendent/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 Superintendent/Administrator. No alterations to school housing shall be made without the approval of the Takini School Board. Superintendent/Administrator is responsible for decisions regarding any repairs to buildings or campus areas.

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

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

1. Requests for routine repairs or maintenance work shall be written by the requesting individual on 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 Superintendent/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 Superintendent/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 Superintendent/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 Superintendent/Administrator by the supervisor of the employee who identified the need for repair. The Superintendent/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 use agreement criteria and signing a facilities 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 Facilities 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. A \$200.00 deposit shall be returned to the sponsoring individual or organization after verification of the meeting of all criteria in the use agreement following the activity.
- 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 Superintendent/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: FACILITIES USE CONTRACT

#### 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 Superintendent/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, or 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 copies, type and employee name recorded in available logbooks. Office copy machines are to be used for school business unless otherwise authorized by the Superintendent/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 or copies for organizations which are considered by the Superintendent/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 they load the bus safely.

#### 1.28 TRANSPORTATION GUIDELINES

The Superintendent/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 Superintendent/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 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 Superintendent/Administrator or his/her designee.

- 6. Requests for vehicle use or transportation services are to be scheduled with the Superintendent/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 Superintendent/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 Superintendent/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 Superintendent/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 Drivers Licenses (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 Superintendent/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. (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 Superintendent/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 Superintendent/Administrator shall implement procedures to ensure compliance for licensing, insurance, and inspection requirements. The Superintendent/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 respective Principal or supervisor if a student's behavior becomes disruptive, 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/Student/Staff 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 Superintendent/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 Superintendent/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 (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 ensures compliance with sanitation and health requirements.
- 4. To disseminate information on meal planning to enhance student participation in the food service program.
- 5. To work with school and community groups in planning and preparing special occasion meals to supplement activities and enhance community involvement.
- 6. To implement a system of meal preparation that promotes variety, participation, cost-effectiveness, and nutrition.
- 7. To implement an accounting and reporting process designed to accurately reflect participation in the food service program.

The basic requirements of the Food Service Program are:

- 1. Individuals who are not food service employees are prohibited from being in the food preparation area unless authorized by the Food Service Manager.
- 2. Food items shall not be taken from the food service area by individuals for their personal use
- 3. Groups requiring food service for special meals are required to submit a written request to the Food Service Manager.
- 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 Meals Clerk or are authorized by the Superintendent/ Administrator.
- 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.
- 11. Employees may purchase meals from the Meals Clerk to participate in the lunch meal at the school. The cost for meals shall be:
  - 1 meal ticket Breakfast/Lunch \$3.89
- 12. The Superintendent/Administrator may approve of complimentary meals at no cost to the employee or others for participation in the lunch meal.

#### 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 Superintendent/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 P.L. 100-297 and 25 U.S.C. § 450 *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 Superintendent/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 Superintendent/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 Superintendent/Administrator shall employ such means as necessary to inform citizens of school activities and policies.

#### 1.48 PUBLIC INFORMATION

The Superintendent/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 Superintendent/Administrator.

#### 1.49 PUBLIC RELATIONS PLAN

The Superintendent/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 Superintendent/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 Superintendent/Administrator for appropriate action. If the information is of a controversial nature, or impacts the health, safety, and welfare of students or staff, the Superintendent/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 Superintendent/Administrator or Takini School Board.

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

Prior to a police officer or social services workers/investigators questioning a student on a police matter, the Superintendent/Administrator may inform the parent of such a request and ask them to attend such an interview at the discretion of the Superintendent/Administrator. 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 Superintendent/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, 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 Superintendent/ 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 respective Principals who shall provide someone to assist them in their visit. This will ensure that the programs visited are operational on their arrival and guard against undesirable interruptions in scheduled programs of students and staff.

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

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 Superintendent/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 Superintendent/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 Superintendent/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.

The Superintendent/Administrator may approve enrollment for students who reside outside the TTS 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 Superintendent/Administrator will take into consideration call sizes, transportation needs, and other budgetary factors when making enrollments decisions.

The Superintendent/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 Superintendent/Administrator 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 Superintendent/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 Superintendent/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 Superintendent/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 School Superintendent/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 Superintendent/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 Superintendent/Administrator directly about the proposed endeavor. If deemed necessary, the Superintendent/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 Superintendent/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 their approval.

An approved contract shall be signed by the Chairperson or Leader of the outside entity, the Superintendent/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 withdraw from the provisions of the contract by giving a thirty (30) day written notice of intent to the other party).

# APPENDIX A: TS FACILITY USAGE CONTRACT <u>TS Facility Usage Contract</u>

Date of Contract:		
Dates Requested:		
Type of Usage:		
Time to be Opened:		
Signature of Person Responsible	e:	
· ·	(print)	
Names of Security:	(sign)	
<u></u>		
Names of Person(s) in Charge:_		
Names for Clean-up:		
	ool Office Use Only	
Authorized by:		
Date:		

#### **Facility Use Rules:** For Groups who wish to use the Takini School ("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 (3) three to (5) five individuals, who will meet with Facilities 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 securities standards.
- 4) TS Security will not admit anybody without a properly signed agreement.
- 5) All elementary and high school age students without guardians are not allowed in school buildings after hours and Sunday through Thursday for non-school activities 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. Superintendent/ 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 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 Takini School Board, jerseys, office supplies and telephone, TS may provide controls of score Takini School Board and PA system.
- 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 usage 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

#### TAKINI SCHOOL QUARTERS LEASE

Purpose: The purpose of this policy statement is to set forth the Takini Schools ("TS") policy on quarters provided by the school for staff members.

- 1. PRICE BY COMPOSITION
  - Family \$320 per month
  - Two (2) Adults or a Couple \$250 per month
  - Single \$230 per month

DEPOSIT is required at \$300.00 The Deposit will be deducted at a rate of \$50.00 per pay period until paid. The deposit will be returned when the housing unit is vacated provided the unit is left clean and there is no damage beyond normal wear and tear.

A nonrefundable Pet deposit of \$150.00 will also be added to each dog or cat in your household. 6 Payments of \$50.00 (2 Pets).

Arrangements can be made for payroll deductions for deposits over a 2 or 4-month period, 4 to 8 pay periods:

Water bills will be charged monthly to each tenant. This will be a monthly payroll deduction.

- o \$50.00 for Family
- o \$40.00 for Couple or Tennant plus 1
- o \$30 for Single

Each employee will be required to pay a monthly electric bill in the Takini School Business Office.

Propane will be at 80% when the tenant moves in and 80% when the tenant vacates.

PARTIES. This lease agree	ment being a	valid and	l bindi	ng contra	act is e	entered in	to by and
between	hereinafter	referred	to as	Tenant,	and t	the Takir	ni School
hereinafter referred to as TS.	_						

- 2. BACKGROUND OF OCCUPANTS. Any and all persons occupying the unit must satisfy all requirements of the Indian Child Protection and Family Violence Prevention Act of 1990, P.L. 101-635, 25 USC 3207.
- 3. ASSIGNMENT OF QUARTERS. The assignment of Quarters will be made by the Superintendent/ Administrator and the Operations and Maintenance Supervisor of Takini School and will be based upon the availability of quarters and the Tenants family composition. TS 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.
- 4. OCCUPANTS. Priority will be given to the following:
  - A. Superintendent/ 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(s) 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.
- 5. 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 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.
- 6. 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.
- 7. CONDITIONAL 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.
- 8. MAINTENANCE OF THE UNITS. Tenants are responsible for the following:
  - A. Tenant agrees to 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. Tenants may not take in Boarders, nor sublease.
  - C. Tenant is responsible for the actions of all guests in the unit.
  - D. Notifying the school of needed maintenance and any repairs, those are the responsibility of the TS Quarters. Tenants are expected to perform "handyman" work within their capability. These are tasks that are normally done by a prudent homeowner.
    - a. Clean the quarters, including appliances, waxing floors (where applicable) washing windows, and preventing insect infestation by proper cleanliness and sanitation measures.
    - b. Taking 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 Facilities Management staff and the tenant will pay for the service or face eviction.

- c. Fasten storm doors and windows securely during periods of high wind; ensure that storm doors and windows are not damaged through carelessness.
- d. Remove lint from filters and exhaust pipes on clothes dryers to prevent fires
- e. Tighten and replace builder's hardware such as screws on door hinges, doorknobs, window pulls, screen fastening devices, etc.
- f. Reset nails protruding from woodwork and other surfaces, filling holes with materials compatible with surrounding surfaces.
- g. Lubricate building hardware to provide quiet and satisfactory operations.
- h. Replace light bulbs and fuses except cartridge and circuit breaker types.
- i. 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.
- E. 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 2 pets allowed.
- F. Trash will be placed in bags and disposed of in bins, located near the bus compound.
- G. Yards kept clean and safe, including but not limited to; lawn care, removal of snow, ice and debris and overall, up-keep of the yard.
- H. Cars shall be parked only in designated parking areas, not on lawns.
- I. Junk cars shall not be permitted and will be removed at Tenant's expense.
- J. Inside of the unit was kept clean, sanitary, safe and free of pests such as roaches, mice, etc.
- K. Flammable and or dangerous products shall not be kept in the units.
- L. 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 Facilities Management. 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 Superintendent/ Administrator may deem allowable for the backyard after a written request is submitted.
- M. Cleaning and vacating the unit at the end of agreement.
- N. 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.
- O. Any devices and penetrations are prohibited that could cause water leaks that will damage covering, sheathing, framing, installation, and electrical components.
- P. Any exterior alterations must be pre-approved by TS.
- Q. Any interior alterations and/or upgrades have to be approved and become the property of Takini School.

- 9. VIOLATIONS OF RESPONSIBILITIES. Failure to uphold any of the Tenant's responsibilities of this lease agreement 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.
  - 10. EVICTION. Tenant may be evicted by the Takini School for:
    - A. Violation of this agreement.
    - B. Termination of this agreement.
    - C. Termination of employment contract.
    - D. Tenant(s) pose a serious threat to the public.
    - E. Any other reasons allowed by law. In the event the Takini School seeks an eviction of Tenant for any reason, whether for reasons set forth in this agreement or for other reasons allowed by law, Tenant specifically waives any notice to quit or other notice otherwise allowed by law. 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.
  - 11. RESPONSIBILITIES OF QUARTERS. TS Quarters 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.
  - 12. 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.
  - 13. 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.

14. 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: Superintendent/ Administrator Date Facilities Manager Date Business Manager Date Payroll deduction for electric, propane & water bill: \_\_\_\_\_ bi-weekly \_\_\_\_\_ monthly. Occupants: NAME **AGES**