

**SECTION 600
FISCAL MANAGEMENT
POLICIES**

SECTION 600
FISCAL MANAGEMENT
POLICIES APPROVED: April 2024

600 – FISCAL MANAGEMENT POLICIES

| | |
|--|-----|
| 6.01. FISCAL MANAGEMENT SYSTEM | 366 |
| 6.02. FUND BALANCE POLICY IN ACCORDANCE WITH GASB STATEMENT NO. 54 | 368 |
| 6.03. ANNUAL OPERATING BUDGET | 369 |
| 6.04. BUDGET GOALS AND OBJECTIVES | 370 |
| 6.05. FISCAL YEAR | 371 |
| 6.06. BUDGET PREPARATION | 372 |
| 6.07. BUDGET ADOPTION | 373 |
| 6.08. BUDGET IMPLEMENTATION | 374 |
| 6.09. PERIODIC BUDGET RECONCILIATIONS | 375 |
| 6.10. EMERGENCY CHANGES | 376 |
| 6.11. DEBT LIMITATION | 377 |
| 6.12. LOCAL TAX REVENUES | 378 |
| 6.13. STATE AID | 379 |
| 6.14. FEDERAL AID | 380 |
| 6.15. SHORT TERM NOTES | 381 |
| 6.16. INVESTMENTS/INVESTMENT EARNINGS | 382 |
| 6.17. GRANTS | 383 |
| 6.18. RENT INCOME/SECURITY DEPOSITS | 384 |
| 6.19. EQUIPMENT RENTAL | 385 |
| 6.20. DEPOSITORY OF FUNDS | 386 |
| 6.21. BONDED EMPLOYEES AND OFFICERS | 387 |
| 6.22. FISCAL ACCOUNTING AND REPORTING | 388 |
| 6.23. PROPERTY AND EQUIPMENT | 389 |
| 6.24. AUDITS | 391 |
| 6.25. EXPENDITURE OF FUNDS | 392 |
| 6.26. CHECKING ACCOUNTS | 393 |
| 6.27. AUTHORIZED SIGNATURES | 394 |
| 6.28. PETTY CASH ACCOUNTS | 395 |
| 6.29. PAYROLL PROCEDURES | 396 |
| 6.30. SALARY DEDUCTIONS | 397 |
| 6.31. EXPENSE REIMBURSEMENT (Employee/Board Travel) | 398 |
| 6.32. PURCHASING | 402 |
| 6.33. QUALITY CONTROL | 404 |
| 6.34. SPECIFICATIONS | 405 |
| 6.35. PURCHASING GUIDES AND VENDOR LISTS | 406 |
| 6.36. PROCUREMENT METHODS | 407 |
| 6.37. CREDIT CARD POLICY, (See Appendix E: WKDS Credit Card Use Agreement) | 408 |
| 6.38. BID REQUIREMENTS | 409 |

| | |
|---|-----|
| 6.39. PURCHASING | 410 |
| 6.40. PURCHASE ORDERS AND CONTRACTS | 411 |
| 6.41. SALES CALLS AND SOLICITATIONS | 412 |
| 6.42. PAYMENT PROCEDURES | 413 |
| 6.43. INSURANCE MANAGEMENT | 414 |
| 6.44. TAX SHELTERED ANNUITIES | 415 |
| 6.45. LIABILITY INSURANCE | 415 |
| 6.46. PROPERTY INSURANCE | 415 |
| 6.47. GROUP INSURANCE | 415 |
| 6.48. WORKERS COMPENSATION | 415 |
| 6.49. STUDENT ACTIVITIES FUND MANAGEMENT | 416 |
| 6.50. CASH IN SCHOOL BUILDINGS | 417 |
| 6.51. FINANCIAL ASSISTANCE | 418 |
| APPENDIX A - CODE OF PROFESSIONAL ETHICS | 419 |
| APPENDIX B – WKDS GYM USAGE CONTRACT | 420 |
| APPENDIX C – LEASE AGREEMENT IS UPDATED EVERY YEAR | 424 |
| APPENDIX D – INTERNET ACCEPTABLE USE POLICY AGREEMENT | 425 |
| APPENDIX E – DEBARMENT CERTIFICATION FOR EMPLOYEES AND CONTRACTORS..... | 427 |
| APPENDIX F – WKDS CREDIT CARD USE POLICY/AGREEMENT | 429 |
| APPENDIX G – WKDS FOOD SERVICE DEPARTMENT CODE OF CONDUCT | 430 |

FISCAL MANAGEMENT GOALS

Fiscal management goals can be attained through sound fiscal management. The Board recognizes that quality education is central to the purpose of the school and that fiscal management must be used as a tool to achieve this purpose by attaining the following goals.

1. To engage in thorough advanced planning with staff and community involvement.
2. To develop budgets to guide expenditures in order to receive the best return for the dollar spent.
3. To establish levels of funding which will provide quality education for the students.
4. To utilize the best available techniques for budget development and management.
5. To require maximum efficiency in accounting and reporting procedures.
6. To follow the Federal guidelines governing the investment of school funds.

6.01 FISCAL MANAGEMENT SYSTEM

The Business Office is organized and maintained in a manner to assist and provide the Principal with information necessary to create a solid financial basis to operate the school system. Its functions are:

1. To assist the Principal in preparing budgets for the operation of the entire school system.
2. To prepare all necessary reports concerning the financial operation of the entire school system.
3. To prepare payroll for all personnel employed by Wounded Knee District School.
4. To monitor and assist the food service and transportation program in areas deemed necessary.
5. To assume and carry out other responsibilities assigned by the Principal.

**6.02 FUND BALANCE POLICY IN ACCORDANCE WITH GASB
STATEMENT NO. 54**

The Board will ensure that the school maintains adequate fund balances and reserves in order to:

1. Provide sufficient cash flow for daily financial needs.
2. Secure and maintain investments grade bond ratings.
3. Offset significant economic downturns or revenue shortfalls.
4. Provide funds for unforeseen expenditures related to emergencies.

6.03 ANNUAL OPERATING BUDGET

The school budget is regulated and controlled by federal legislation, regulations and Board requirements. The annual preliminary operating budget will be prepared and presented to the Board every June. The budget shall be based on all sources of revenue available to the Board for operations of the school and proposed expenditures

6.04 BUDGET GOALS AND OBJECTIVES

The annual operating budget established by the Board shall incorporate:

1. Programs and staff required to implement identified goals and student learning needs.
2. A focus on personnel providing direct education and support services for students.
3. Ongoing programs designed to maintain and enhance the educational aspirations of students.
4. Procedures for modification in the revenue for the operation of educational services for students.
5. Procedures for insuring adherence and compliance with legal and other considerations for all programs at the school.

6.05 FISCAL YEAR

Fiscal year for operation of the school shall be July 1 to June 30, unless otherwise legislated by funding agencies.

6.06 BUDGET PREPARATION

The Principal along with each department supervisor shall be responsible for developing and establishing their department's budget. All budgets shall follow the respective department's/school's goals and objectives. The Business Manager shall be responsible for reviewing and monitoring the annual budget preparation procedures adopted by the Board. The Principal is responsible for implementing input activities into budget development for school programs by consulting with program supervisors and staff concerning program needs and activities.

Administrators are allocated an amount of funding annually to operate the program they supervise with the identification of budget line-item amounts developed by consulting with the Principal. The administrators shall meet annually, within the first month of school, to inform their employees of their respective budget limitations.

The Principal and Business Manager will document overall budget needs for presentation to the Board annually and submit budget modifications for approval as necessary. Administrators develop cuff accounts for budget line items with the Business Manager and monitor their approved budget with the Principal and Business Manager.

6.07 BUDGET ADOPTION

The Board shall approve the preliminary budget at the budget meeting in June based on information, salary schedules and data submitted by the Principal. Administrators are required to submit projected budget needs, enrollment projections, revenue projections, goals and other information by April as requested by the Principal.

6.03 BUDGET IMPLEMENTATION

The budget serves as the control to direct and limit expenditures. Overall responsibility for this control is with the Board. The Principal is authorized to spend money called for in the budget classification without further approval of the Board, up to \$15,000.00. Board approval must be secured to expend money in excess of \$15,000.00 or beyond each budget item.

6.09 PERIODIC BUDGET RECONCILIATIONS

The Business Manager is responsible for implementing monthly budget reconciliations and for reporting this information to the Board for approval at the monthly budget meeting.

6.10 EMERGENCY CHANGES

The Principal and Business Manager shall advise the Board of the need for any changes and provide the Board with proposed revisions for their approval prior to any changes being implemented. The Principal will advise administrators of actual revenue received and consult with appropriate administrators in regard to any proposed modifications.

The School in carrying out a self-determination agreement with respect to allocations within the approved budget of the agreement. The school may do a revision of the budget as long as the agreement requirements can be met, and if such budget revision would not have an adverse effect on the performance of the agreement. The School may, without the approval of the Secretary, expend funds provided under a self-determination agreement for the purposes defined in 25 USC § 5325 (k), to the extent that the expenditure of the funds is supportive of the program.

6.11 DEBT LIMITATION

The Board shall not incur debts for operation of the school in excess of actual revenue available, unless approved by all seven (7) members of the Board at a public meeting. The Business Manager shall be responsible for reporting fiscal information to the Board regularly to advise them of anticipated and actual revenue resources. Under any circumstances the School Board will not authorize the use of certificate of deposits (CD) as collateral for loans.

6.12 LOCAL TAX REVENUES

The Principal in consultation with supervisors shall develop specific budget line items for the expenditure of any local tax revenue funding being available for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired local tax revenue shall be made in accordance with applicable regulations.

6.13 STATE AID

The Principal in consultation with supervisors shall develop specific budget line items for the expenditure of any state funding being available for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired state aid revenue shall be made in accordance with applicable regulations.

6.14 FEDERAL AID

The Principal in consultation with supervisors shall develop specific budget line items for the expenditure of any federal funding being available for approval by the Board prior to any expenditures from this resource. Budget line items and expenditures for any acquired federal aid revenue shall be made in accordance with applicable regulations.

6.15 SHORT TERM NOTES

The Board has the authority to acquire short-term debt obligations occurring within a fiscal year through the use of a line credit arrangement with their banking institution according to the following guidelines, if the debt:

1. Is for the repayment of services or other items that fall into approved line-item expenditures within the approved budget.
2. Is for the purposes of providing for continued operation of the school.
3. Does not exceed the total amount of revenue authorized within a contract or grant.

When the Board deems such action necessary and in the best interest of the school, all seven (7) Board members will adopt a motion.

6.16 INVESTMENTS/INVESTMENT EARNINGS

The Business Office shall seek investment opportunities that are secure, fully insured and that provide a reasonable rate of return for funds of the school. The Principal and Business Office shall prepare recommendations for the Board for the use of that income from investments that are included in the annual budget each year.

Funds may be invested so long as such funds are --

- (1) invested only in obligations of the United States, or in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed or insured by the United States; or
- (2) deposited only into accounts that are insured by an agency or instrumentality of the United States, or are fully collateralized to ensure protection of the funds, even in the event of a bank failure.

The banking institution shall provide to the School a letter of collateralization as documentation for the annual audit.

School funds that are not in use will be invested in a savings account, time deposits or in bonds or securities issued and guaranteed by the United States Government. All deposits funds will be fully insured to cover the failure of the banking institution.

6.17 GRANTS

The Board has the authority to acquire supplementary funding and shall approve all new and continuation applications for grants. Any materials, equipment, supplies, facilities, purchased via grant allocations will revert to the property of Wounded Knee District School upon expiration of grant. Wounded Knee District School shall not be responsible for debts or obligations incurred by second party grants.

All grant funds shall be received and expended according to fiscal procedures legislated by the granting agency and fiscal procedures adopted by the Board. Directors of approved grants received by the Board shall be responsible for program expenditures.

6.18 RENT INCOME/SECURITY DEPOSITS

A security deposit will be assessed on each housing unit controlled by the Board. This security deposit will be held by the school until such time as the tenant vacates the rental unit. An examination of the rental will be conducted by the facilities department. The cost of any damage to the unit caused by abuse or neglect by the tenant will be billed against the security deposit held by the school.

Any additional amounts needed for further damages will be deducted from the employee's final pay check. Any remaining balance will be refunded to the tenant upon satisfaction of damage claims.

6.19 EQUIPMENT RENTAL

Daily rental fees from facilities or equipment use will be received by the business office. A deposit will also be required for security. Rates will be determined annually by the Principal and Business Manager.

All rental agreements must be approved and payment received by the Business Manager prior to beginning of rental term. Facilities Manager inspects equipment on premises after use and approves refund of the deposit.

6.20 DEPOSITORY OF FUNDS

The Business Manager or her/his designee shall be responsible for depositing all funds of the Board in identified and approved accounts and for reporting these deposits in the monthly budget report.

6.21 BONDED EMPLOYEES AND OFFICERS

Employees and the Board members, who are assigned responsibility for receiving and dispensing school funds, shall be bonded by a blanket fidelity bond paid by the Board. Authorized check signers must be covered under this blanket bond.

6.22 FISCAL ACCOUNTING AND REPORTING

The Board shall establish a uniform financial accounting system that will be used to record receipts and disbursements of the school budget and conform within federal regulations and generally accepted account principles. Such system shall identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. The Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number (FAIN) and year and the name of the Federal agency.

The Board shall adopt procedures for monthly, quarterly and annual reporting of all fiscal transactions of the school

The Business Office shall make monthly financial reports to the Board that contains an account of all receipts and disbursement of school funds in accordance with the certified fiscal accounting and reporting system. The Business Office is responsible for receiving and properly accounting for all school funds and will report all financial information to funding source(s) as required.

6.23 PROPERTY AND EQUIPMENT

The Business Manager shall be responsible for coordination of annual physical inventory of all property and equipment owned or in the custody of the school. Final summary copies of all inventories shall be made available to the Board for review.

All items with an original purchase price in excess of \$5,000 shall be tagged and capitalized in the General Fixed Asset Account Group. Items with purchase price of less than \$5,000 shall be included on the detailed inventory list but will not be capitalized.

Property and equipment records shall be maintained that include a description of the property, a serial number or other identification number, the source of funding (including FAIN), who holds title (including type of title – conditional, conditional reversionary or fee simple), the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition including the date of disposal and sale price of the property or trade in value.

A physical inventory of the property shall be taken and the results reconciled with the property annually.

A control system shall be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.

Depreciation shall be taken on capital property. The method of depreciation shall be the straight-line method. Depreciation procedures shall be in compliance with GASB 34 regulation.

1. ACQUISITION PROCEDURE:

The following procedures shall apply when equipment is acquired:

- a. Upon arrival, all equipment shall be delivered to the business office.
- b. A receiving report shall be completed. Information shall be entered into the General Fixed Asset Account Group in the computer.
- c. The equipment shall be tagged.
- d. Individual shall then pick up the equipment.

2. DISPOSITION PROCEDURE:

The following procedures shall apply when equipment is no longer needed:

- a. A disposition report shall be completed.
- b. The equipment shall be deleted from the General Fixed Asset Account Group.
- c. Equipment purchased by Wounded Knee District School that needs to be disposed of shall be submitted to the Board for approval to be declared surplus. Final disposition of equipment will be based upon recommendation of business manager to the board.
- d. If the purchase value of the equipment or property to be disposed of is \$5,000 or more and was funded by a federal agency, approval from the federal agency shall be received to determine the disposal.
- e. If the federal agency approves the disposal, it may be disposed as per the Federal agency instructions. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit WKSD to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- f. **Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.**

6.24 AUDITS

The Board shall have external financial and compliance audits performed on all school program accounts and sources of revenue within ninety (90) days of the fiscal term. Audits shall be conducted by a CPA firm in accordance with 2 CFR 200, Subpart F. The Board shall review and approve the audit reports as presented by the auditor.

Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price. The Board shall review and approve the audit reports as presented by the auditor. **The Board may opt not to authorize the FAC to make the reporting package publicly available on a Web site, by excluding the authorization for the FAC publication in the Data Collection Form (Form SF-SAC).**

6.25 EXPENDITURE OF FUNDS

The Board shall authorize, develop and utilize procedures for the expenditure or obligation of school funds that meet applicable funding guidelines.

6.26 CHECKING ACCOUNTS

The Board shall identify and approve of checking accounts to be used in processing fiscal transactions and payroll and identify the banking institution to which checking accounts may be maintained.

6.27 AUTHORIZED SIGNATURES

Individuals authorized to sign checks shall consist of the Board members. All check signers are required to be on the authorized signature card at the bank and all checks written require two signatures.

6.28 PETTY CASH ACCOUNTS

The Board will not allow the establishment of any petty cash accounts for the school.

6.29 PAYROLL PROCEDURES

Employees shall be paid according to their contract agreement on file in the Personnel Office with the following guidelines:

1. Employee payroll and board stipends shall be issued on a bi-weekly basis, one week following the end of the pay period.
2. Each pay period begins on Sunday and ends on Saturday, two weeks following.
3. No salary advances shall be authorized for any employee.
4. No salary payments shall be made to employees who do not have an employment contract approved by the Board and signed by the employee on file.
5. Employee payroll shall not be made without a signed and completed timesheet documenting actual hours of employee service for that pay period.
6. Supervisors shall submit all timesheets by noon on the last day of the pay period.
7. Payroll checks shall be issued to any temporary or substitute on Wednesday after 1:00 p.m. the week of payroll. No early checks shall be issued, unless there is a death in the immediate family.
8. ALL employees must have an I-9 and W-4 form on file in the payroll office prior to receiving any payment for services.
9. All full-time employees will be required to have direct deposit and **account information on file.**
10. Must file job certification semi-annually.
11. Payments for stipends must be approved by Principal and must be taxed accordingly.
12. Extra-Duty for athletic and activity assignments shall be paid at the completion of their extra duty activity and must be approved by the Athletic/Director and the Principal. However, all extra duty payroll checks shall be disbursed through the normal payroll process and checks shall be combined into one paycheck whenever possible.

6.30 SALARY DEDUCTIONS

The Board shall deduct and withhold from the wages of employees:

1. The amount of federal income tax required by federal law.
2. The amount of social security tax required by federal law.
3. Other taxes/fees as mandated by federal, tribal and state law. These fees shall be paid by the employee, rather than the school.
4. The amount owed to the Board for rental of school owned housing based on the housing agreement.
5. The amount owed for damage to school owned housing or property as assessed by the Board.
6. The amounts for employee share of fringe benefit costs.
7. New employees are not eligible for payroll deduction until they have been employed for 90 days.
8. Non-certified staff employee benefits will be offered after 60 days
9. Bus drivers are eligible for health insurance and 401K, however, they can opt out.

The Business Manager is authorized to approve payroll deductions for employees for scheduled payments, if the employee signs a power of attorney for the authorization of such deduction with no liability for collection to be assumed by the Board for repayment of the employee liability.

Mandatory Board deductions shall be deducted or withheld first, before voluntary employee deductions are withheld. No employee shall be able to have more than two (2) payroll deductions deducted from each paycheck and cannot be longer than their contract. NOT INCLUDING RENT AND UTILITIES.

The Board reserves the right to accelerate demand for payment of monies, reimbursements, or payments owed to Wounded Knee District School. If an employee terminates her/his employment, or resigns without notice, the Board may hold the employee's final paycheck(s) until paid or it may offset the amount owed from the employee final paycheck.

6.31 EXPENSE REIMBURSEMENT (Employee/Board Travel)

Travel authorizations, statements, receipts, and other accountability documents shall be completed by all employees and Board members participating in approved off-site activities. All requisitions for group travel are required to be turned into the business office two weeks prior to the travel date.

Before a reimbursement is made to an employee or Board member for any travel expenses, it must be appropriately authorized as indicated by the following:

1. TRAVEL AUTHORIZATION - Proper travel authorization procedures must occur for any travel when conducting official school business. A travel authorization for any employee must be approved and signed by their supervisor, the Business Manager and the Principal. Board member's travel shall be approved by the Board at an official meeting of the Board and will require a travel authorization signed by the Chairperson of the Board or Principal. No travel will be paid without a completed and approved travel authorization. Travel authorizations shall be submitted to the Business Office one-week prior to the desired travel date. If travel requires flight accommodations, travel authorization shall be submitted to the Business Office three weeks prior to the desired travel date. Proof and justification of training to be attended must accompany the travel authorization upon submission.
2. MEALS - If an employee or Board member travels overnight they will be reimbursed for meals on a Per Diem basis as per Appendix A to 41 CFR Chapter 301-Prescribed Maximum Per Diem Rates for CONUS.

The following system will be utilized for per diem reimbursement as follows:

3. PER DIEM - Per diem will be paid to employees and Board members for overnight trips when conducting official school business at the rate established by the federal government's travel regulations.

Federal regulations: 75% of per diem on 1st (day of departure) and last day (day of return) regardless of when you leave.

Any meals included in registration fees to attend a conference, training or meeting will not be reimbursed by the school. 12-hour rule – if training or travel is less than 12 hours, only mileage will be reimbursed.

4. TRAVEL STATEMENT - Upon return from approved travel, the employee or Board member must submit a travel statement for reimbursement, or documentation of actual expenses incurred from a travel advance already received by the employee or Board member. No

reimbursements from travel advance until the debt is collected in full. No reimbursements from prior fiscal year(s). No travel will be authorized for an employee or Board member who has not completed a travel statement within the timeline from a previous trip. Travel receipts, **reimbursement report and travel report** must be submitted within 5 working days of the final day of travel, or they will not be paid. All travel statements shall be submitted within 5 working days following return from authorized travel for which an advance was received.

The cost of any travel advance owed to the school shall be deducted from future checks of the employee or Board member check if a travel statement has not been submitted from a previous trip and the reimbursement owed to the Board has not been repaid within thirty (30) days. Any employee or Board member receiving a travel advance and does not attend shall return the advance immediately.

- a. No reimbursements from travel advance until the debt is collected in full;
 - b. No reimbursements from prior fiscal year(s).
5. RECEIPTS - Employees and Board members submitting travel statements are required to attach receipts prior to reimbursement. Failure to attach receipts may result in the employee or Board member having to reimburse the school for amounts not substantiated by receipts. No handwritten receipts shall be accepted as proof of lodging, or travel expenses. If attending a conference or workshop, the Board member or employee shall complete a travel report and submit with travel statement.
 6. LODGING AND MISCELLANEOUS EXPENSES - These costs may be reimbursed to employees and Board members based on actual costs incurred. Receipts must be present to substantiate costs incurred.

Traveler will not be reimbursed for lodging costs when staying with friends or family nor will traveler be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. When sharing a room, lodging reimbursement is limited to one-half of the double occupancy rate if the person sharing the room is another WKDS employee on official travel. If the person sharing the room is not a WKDS employee on official travel, reimbursement is limited to the single occupancy rate.

Costs of taxi fares and other ground transportation: transportation expenses in the performance of official travel are reimbursable for the usual fare plus tip for use of a taxi, shuttle service or other courtesy transportation (if charges result). Taxi is reimbursable only:

- From the airport to place of lodging or place of official business and return.
- To, from, and between your places of lodging and official business.
- Between places of official business;
- To obtain meals at the nearest available place only when meals cannot be obtained at the place of lodging.

7. EMERGENCY TRAVEL is travel which results from:

- (1) The traveler becoming incapacitated by illness or injury not due to the travelers' own misconduct; or
 - (2) The death or serious illness of a member of the traveler's family; or
 - (3) A catastrophic occurrence or impending disaster, such as fire, flood, or act of God, which directly affects the traveler's home or temporary duty station.
- "Family" includes any member of the immediate family, as defined below.

WKDS will pay only the following expenses of the traveler:

- (1) Per Diem at the location where the traveler incurred or was treated for incapacitating illness or injury for a reasonable period of time (generally less than 14 calendar days).
- (2) Transportation and per diem expense for travel to an alternate location to receive medical treatment.
- (3) Transportation and per diem expense to return home.
- (4) Transportation costs of a medically necessary attendant.

Immediate family - Any of the following named members of the employee's household at the time he/she reports for work or performs other authorized travel involving family members:

- (1) Spouse.
- (2) Domestic partner.
- (3) Children of the employee, of the employee's spouse, or of the employee's domestic partner, who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. (The term "children" shall include natural offspring; stepchildren; adopted children; grandchildren, legal minor wards or other dependent children who are under legal guardianship of the employee, of the employee's spouse, or of the domestic partner; and an unborn child(ren) born and moved after the employee's effective date of transfer.);
- (4) Dependent parents (including step and legally adoptive parents) of the employee, of the employee's spouse, or of the employee's domestic partner; and
- (5) Dependent brothers and sisters (including step and legally adoptive brothers and sisters) of the employee, of the employee's spouse, or of the employee's domestic

8. TRAVEL BY AN EMPLOYEE WITH A DISABILITY/SPECIAL NEEDS

WKDS will provide reasonable accommodations to any employee with a disability or special needs. The disability must be certified annually in a written statement by a competent medical professional. Unless the disability is a lifelong condition, then a one-time certification statement is required. If additional travel expenses are necessary, they must be pre-approved by the Executive Director or Designee.

WKDS will pay additional travel expenses when it is necessary to accommodate a special physical need which is either:

- (1) Clearly visible and discernible (for example - extreme obesity); or
 - (2) Substantiated in writing by a competent medical authority (doctor).
- WKDS will pay for any expenses deemed necessary to accommodate an employee with a special need including, but not limited to, the following expenses:
- (1) Transportation and per diem expenses incurred by a family member or other attendant who must travel the traveler to make the trip possible.
 - (2) Specialized transportation to, from, and/or at the temporary duty location.
 - (3) Specialized services provided by a common carrier to accommodate the special need.
 - (4) Costs for handling baggage that are a direct result of the special need.
 - (5) Renting and/or transporting a wheelchair.
 - (6) Other than coach-class accommodations to accommodate the special need; and
 - (7) Services of an attendant, when necessary, to accommodate the special need.

9. **MILEAGE CLAIM** - Mileage for use of employee or Board members personal vehicle for official school business shall be paid at established GSA travel rates. To be eligible for mileage reimbursement, travelers must complete a mileage sheet (within one month upon completion of travel) and possess a valid Driver's License. This mileage sheet must give the detail of the miles traveled such as the start and stop times, destination from and to, the number of miles traveled, and a calculation of the reimbursement due the traveler. Employee's immediate supervisor and Principal must also approve the reimbursement. A quorum of the Board must approve a Board member's mileage.

6.32 PURCHASING

The Board shall ensure that all purchases are made in the best interest of the school and comply with tribal, state and federal rules and regulations. Employees must utilize purchasing procedures, which will be processed through the Business Office in the following manner:

1. Staff needing supplies must complete and sign a purchase request and submit it to their immediate supervisor listing the pertinent information and name of the vendor. Supervisors will ensure need and available funding to cover expenditures noting account number on purchase requisition. The immediate supervisor will verify their approval through a signature. The Principal and Business Manager will approve for reasonable budgeted expense. Expenditures exceeding \$15,000 or more must have Board approval.
2. Purchase requests shall be submitted to the business office one week prior to the desired purchase date. Upon submission to the business office a purchase order will be prepared with the following exceptions:
 - a. Board stipends will be paid from preliminary board minutes, voucher and the attendance roster, and shall be subject to payroll procedures and necessary withholding.
 - b. Travel authorizations will be used when requesting permission and an advance to travel for the school.
 - c. Field Trip Request Form will be used when requesting permission and advances for any trip with students. All out of state travel with students must be approved by the Board (with the exception of towns located within a 125-mile radius). Daily meal rates are established by the Board for both adults and students, and shall be reimbursed at the established federal rate:
Breakfast \$8.00 Lunch \$10.00 Supper \$ 12.00
 - d. Student Activities purchases only require a purchase requisition, student list, chaperone list, and bus driver. Anything extra will be deducted from the employee in charge.
 - e. Recurring expenses. (i.e., monthly utilities, etc.) Utilities and fixed costs require voucher approval by the Business Manager. Once proper approval signatures are affixed, this form shall be attached to the invoice and follow the Schools General Purchasing procedures as outlined above.
 - f. Contractual services with a Board approved written contract.
 - g. Expenses approved by the Board will be documented with a copy of Board minutes and approved voucher, invoice or contract.
 - h. Purchases and field trips receipts are due within 14 days. The employee who received the check/purchase order will be held responsible, should they fail to turn in receipts the funds will be deducted from their payroll check.
 - i. Funds from one purchase or field trip request cannot be applied to another. Any remaining funds must be returned to the business office.
 - j. There will be no further purchase, field trip, or extra-duty requests processed until receipts from the previous request(s) are turned in.

- k. A Reimbursement Form must be completed for any overages from purchase or field trip requests and approved by the supervisor before overages can be reimbursed.
 - l. No reimbursements after 30 days from the date which the debt has been collected in full.
 - m. No reimbursements from prior fiscal year(s).
3. The Business Office shall enter the information from the purchase request form into the computer and will verify the purchase/purchases will not over spend the budget. A purchase order will be printed and given back to the Business Manager for signature.
 4. The purchase order shall be printed from the accounting software and will be automatically numbered.
 5. Once goods are received, the copy of the purchase order (or acceptable documentation) stated in (2) above, will be filed in the Business Office and will be compared to the goods received. If no variances exist, the Business Office shall prepare the voucher and attach the purchase order, (or acceptable documentation) purchase request and invoice. This packet of information will be given to the Business Manager who shall verify all the necessary information is included. If all necessary information is included, the Business Manager shall sign the voucher at the bottom of the purchase order.
 6. Orders not received after sixty (60) days will be canceled.
 7. Emergency purchases may be made with the concurrence of the Business Manager and Principal. Their concurrences shall be documented by dual signatures on the reimbursement form. However, emergency purchases will only be made if the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. Emergency is defined as meaning potential harm to life, health, or safety. Public exigency is defined to mean potential harm to public welfare.
 8. Absolutely no ordering for supplies, materials, equipment or any type of service will be done without a purchase order. Staff members are liable for payment of purchases made without a purchase order.
 9. Any service contracts in excess of \$5,000.00 must be approved by the Board.
 10. For any lost check that needs to be replaced the payee will be responsible for all fees incurred.

6.33 QUALITY CONTROL

The Business Manager or his/her designee shall be responsible for assessing the quality and performance of purchased services and items and to measure the cost-effectiveness of department purchases. This information shall be reported to the administrator monitoring the specific program and the Board.

6.34 SPECIFICATIONS

All items and services purchased by the Board shall meet safety, health, and other identified specifications to assure quality and safety. The Business Manager shall be responsible for developing; monitoring and adhering to identified merchandise and service specifications utilized by the school.

6.35 PURCHASING GUIDES AND VENDOR LISTS

The Business Office shall be responsible for disseminating information to staff and vendors concerning purchasing and procurement guidelines. The Business Office shall be responsible for acquiring and maintaining vendor lists and catalogs and for disseminating updated listings of available catalogs for use by personnel. The Business Office shall be responsible for receiving bids. All vendors shall be required to complete the Debarment Certification form shown in the Appendices. No original documentation should leave the business office. Any financial documents requested and approved should be photo copied.

6.36 Procurement Methods

Micro threshold can be raised to \$10,000. However, there are limitations. Since Micro purchase is defined by federal regulations in 48 CFR 2.101, you must also adhere to those limitations. They are as follows.

Micro purchases for Construction - limit is up to \$2000.00

Micro purchases for Services - limit is up to \$2500.00

Micro purchases for Equipment and supplies - up to \$10,000.00

If the estimated cost of any of the items identified above is under the identified threshold, WKDS would only need to obtain one quote provided that the cost is reasonable. If the estimated cost is over the identified thresholds above, then it becomes a small purchase. Per 48 CFR Part 13, WKDS must try to obtain at least three quotes.

The small purchase threshold (Simplified Acquisition Threshold) is also raised to \$250,000. WKDS must try to obtain at least three quotes for any item estimated to cost less than \$250,000 small purchase threshold. WKDS is not obligated to raise the thresholds to the values defined but cannot exceed the threshold for the commodity being purchased.

If the purchase is over \$250,000, then it is considered a Major Purchase and WKDS must do 1) contact all known contractors and 2) advertise in a manner that would generate competition for the commodity. This generally means advertising at least statewide but may require wider.

6.36 a. Sole Source

Procurement by noncompetitive proposal is used when the items are only available from a single source. One or more of the following must apply:

1. Available only through a single known source
2. Public emergency will not permit delay required for competition
3. Awarding agency has expressly authorized a noncompetitive process or after solicitation of a number of sources
4. After solicitation is a number of sources, competition is deemed inadequate.

6.37 CREDIT CARD POLICY, SEE APPENDIX E: WOUNDED KNEE DISTRICT SCHOOL CREDIT CARD USE AGREEMENT

Credit cards issued in the name of WKDS may be provided to the employee/Board member if the lodging facility requires a credit card to hold the room. WKDS credit cards shall not be used for unauthorized or personal expenses of any kind. The Employee/Board Member shall be required to execute a Credit Card Use Agreement thereby agreeing to be personally liable for all unauthorized or personal expenses. Payment for lodging when the Employee/Board member has been given a WKDS credit card shall be made as follows:

- a. If allowed by the lodging facility, the Employee/Board Member must use their personal debit or credit card to pay for lodging
- b. If the lodging facility requires payment be made by the WKDS Credit card, the Employee/Board Member must return the credit card within one (1) business day upon return. Within ten (10) business days of the last day of travel, any travel advance for lodging received by the Employee/Board Member from WKDS must be submitted by the Employee/Board Member to the School or the amount owing will be deducted from the next paycheck due the Employee/Board Member.

For any Wounded Knee District School Accounts Payable purchases.

6.38 BID REQUIREMENTS

Contracts must be left for all purchases except in the following cases:

1. Purchasing textbooks with related workbooks and general school supplies.
2. Emergency maintenance that would necessitate the closing of the school or that would endanger the usefulness of school property, including but not limited to contracts for asbestos removal in emergency situations.
3. When purchasing facilities, equipment and supplies from another school including public auctions.
4. Upon the purchase of copyrighted materials that are copyrighted by only one company.
5. Purchasing of electric power, light water, or gas.
6. Purchasing of perishable food, raw materials used in the construction or manufacture of products for resale.
7. Purchasing of contracts for services provided by individual or firms for consultants, audits, legal services, architectural services, engineering services, insurance and transportation for students.

Bids for materials, services, supplies or equipment involving a purchase price of more than \$25,000 or more will be advertised and printed in a newspaper for at least ten (10) days prior to the opening of bids.

The Board will make a statement in the advertisement that they reserve the right to reject any and all bids and that any bid may be withdrawn or modified before the time of submission. Sealed bids will be publicly opened and read at the time and place stated in the advertisement. The advertisement will state the time and place the bids will be opened and acted upon by the Board.

In purchasing goods, merchandise, services, supplies or equipment, the Board will not specify any trademark or copyrighted brand on any product or any patented product, apparatus, device or equipment where proper competition will be prevented unless bidders are also asked for bids or offers upon other articles of like nature, utility and merit ("brand name or equal"), and naming the make or brand to indicate the type or duality specified. Salient features of the named brand must also be specified.

If, after advertising for bids, no bids are perceived, the Board may negotiate a contract of the purchase of the materials, services, supplies or equipment at the most advantageous price. However, such materials, services, supplies or equipment will meet the specifications of the original advertisement for bids.

The Board will contact and attempt to obtain competitive quotations from at least three (3) suppliers. A record of the names of the suppliers, the quotations received and the procurement procedures used in purchasing will be documented, noted in the minutes, and retained on file by the Business Office.

When supplies and equipment are received, they will be opened and inspected by the Business Office and compared with the written order to see that they were received as ordered and in acceptable condition for payment.

6.39 PURCHASING

The function of purchasing is to serve the educational program by providing the necessary supplies, equipment and services. The Board will abide by all laws and regulations relating to purchases by the school and the control of its finances and property. All contracts must be approved by the Board in order to be binding on the school system

6.40 PURCHASE ORDERS AND CONTRACTS

All materials to be ordered by the employees must be requisitioned through the supervisor first, then property and supply for processing. The Business Office will maintain a central record system for the purpose of combining orders, avoiding duplication of purchases, taking full advantage of lowered prices for bulk purchasing, to follow up on delayed orders of delivery and to reconcile deliveries to orders before payment is made. This delivery control will be applied to all purchases.

If any person orders material other than through the Business Office he/she is responsible for their payment.

1. The employee requesting the purchase of goods or services must acquire, complete, and submit a requisition form to the property clerk. The form must include all requested purchasing information and the signature of the employee's immediate supervisor.
2. The property and supply clerk shall submit it to the head accountant who shall:
 - a. Review fund balances from which the item is to be purchased.
 - b. Assign the appropriate accounting code.
 - c. Sign the form and send it to the Principal for final approval.
3. If the Principal provides final approval for the purchase, the form is returned to the Business Office which will:
 - a. Type all form information on a Purchase Order.
 - b. Assign the appropriate Purchase Order number.
 - c. Send the Purchase Order to the head accountant for signature.
 - d. Send to the Principal for final approval and signature.
 - e. Process a check to purchase goods or service.
4. When Purchase Order is signed by the Business Manager and the Principal, the Business Office:
 - a. Provide the vendor with a copy of the Purchase Order.
 - b. File a copy of the Purchase Order in the vendor file.
 - c. File a copy of the Purchase Order in files maintained by the Business Manager.
5. The vendor, upon submittal of an itemized invoice and upon comparison to the Purchase Order number authorization shall receive payment.
6. Upon receipt of purchased items, the Business Office shall compare goods received with invoiced items and tagged and inventory items.

Approved disbursements of payments for purchased goods and services shall be made on a monthly basis by the Board.

6.41 SALES CALLS AND SOLICITATIONS

Employees shall not permit any of their time to be occupied during school hours by sales agents of books or apparatus, exhibitors, or other persons not connected with the school. Sales people must report first to the Principal before approaching an employee, with the exception of lunchroom sales people.

Sales people are prohibited from talking to the Teachers at any time during the school day. Those representing educational companies may be granted this opportunity by making arrangements through the Principal, at a time that will not interfere with the classroom work of the Teacher.

6.42 PAYMENT PROCEDURES

All claims for payment from school funds will be processed by the Business Office. Payment will be authorized against invoices properly supported by approved purchase orders, against properly submitted vouchers, or in accordance with salaries set by the Board.

Lists of accounts payable, including payroll list, will be certified by the Business Office and approved by the Board. Actual invoices, statement and vouchers will be available for Board inspection.

The Business Office is responsible for assuring the budget allocations are observed and that total expenditures do not exceed the amount allocated in all budget line items. The supervisor is responsible for observing budget allocations in their respective programs.

6.43 INSURANCE MANAGEMENT

The Board has the responsibility to maintain an adequate and comprehensive insurance program to protect the property and equipment under its control and individuals discharging responsibilities for the Board. It will seek adequate appropriations for such coverage. The Board may also authorize and participate in an insurance program for staff and students.

The Business Office shall be responsible for the management of all school insurance programs and the safekeeping of policies. Purchase of insurance shall be according to all applicable laws.

6.44 TAX SHELTERED ANNUITIES

Tax sheltered annuity programs or retirement for the school special status as determined by the IRS are available to the staff members.

6.45 LIABILITY INSURANCE

The Board may obtain insurance for the liability of its officers or employees for damage resulting from wrongful acts and /or omissions committed by the Board and its officers or employees.

6.46 PROPERTY INSURANCE

The Board shall carry necessary and appropriate property insurance to adequately cover possible losses in the use of its buildings and vehicles.

Renters shall obtain necessary renter insurance for personal property loss. The Board is not responsible for theft in buildings under a rental or facilities agreement.

6.47 GROUP INSURANCE

The Board may provide coverage under group life, health, dental, vision, or short-term disability insurance for all fulltime employees. Additional insurance coverage may be available to employees at their own expense.

6.48 WORKERS COMPENSATION

In case of injury while pursuing duties in keeping with the employee contract or work agreement, the employee will receive compensation and expenses as prescribed by the workers compensation laws.

An employee who is injured while at work should immediately report this injury to the supervisor and request the necessary forms as soon as possible to make application for payment under this law.

6.49 STUDENT ACTIVITIES FUND MANAGEMENT

All money received by students and staff for student activities shall be turned over to the Business Office immediately. Failure to promptly turn funds over will result in disciplinary action.

1. The Business Office responsibilities:
 - a. Designate employees responsible for the receipt, deposit, and recording of all student activities revenue.
 - b. Designate employees to order, process, and pay bills for the student activities fund.
 - c. Prepare monthly financial reports, review with related student sponsors and present to the Board at their monthly finance meetings.
2. The Activities/ Athletic Director responsibilities include:
 - a. Organize volunteers to run concession stand or activities as per the student activities calendar.
 - b. Check out the cash box from the business office prior to opening of activity.
 - c. Return all cash and checks to the business office as soon as possible after the scheduled activity. The student sponsor retains responsibility for all cash until turned into the business office. A double count of cash shall be made by the Business Office Receptionist and the sponsor upon return of the cash box.
 - d. Be responsible for reviewing student activity fund financial reports prepared by the business office and notify them of any errors at the Board's monthly budget meeting.
 - e. Prepare the Athletic calendar for the school year.
 - f. Orders all supplies needed for concession stands as well as supplies and materials for scheduled activities.
 - g. The sale of foods and beverages of minimal nutritional value shall be prohibited throughout the school grounds between the start of the school day and the end of the last lunch period.
 - h. Shall assume the duties of student activity sponsors in their absences.
3. Respective Principal's Responsibilities:
 - a. Be responsible for assignment of concession stands.
 - b. Notify concessionaire of the applicable policies, procedures and fee/collection schedules.

6.50 CASH IN SCHOOL BUILDINGS

The Wounded Knee School Board is not responsible for any personal lost or stolen cash, or checks. The individual will be responsible for all stop payment fees.

6.51 FINANCIAL ASSISTANCE

Any and all non-school related financial assistance and/or requests must be submitted to the School Board. All requests shall be in writing.

DEFINITIONS

| | |
|------------------------------|---|
| Accountable Property: | <i>Wounded Knee District School</i> , government, or grant funded equipment and related personal property that is being controlled for financial security, protection, and regulatory purposes; includes capital property, sensitive property, non-capital controllable property, and property on loan from others. |
| Cannibalize: | Removal of parts from one item of equipment in order to install them on another item of equipment, or to place them in stock. |
| Capital Assets: | <i>Wounded Knee District School</i> , government or grant owned equipment that has a total acquisition cost of \$5000 or more and an anticipated service life of one (1) year or longer. |
| Excess Property: | Property under the control of any one program which is not required for the discharge of the program's responsibilities. |
| Lost Property: | Property missing as a result of storms, accidents, or other circumstances beyond human control, when there is no reason to suspect theft. |
| Nomenclature: | Accepted description of property. |
| Physical Inventory: | An employee of an organization, appointed by a supervisor or manager, who is assigned the responsibility of maintaining records of all transactions affecting the identity, location, or status of accountable property issued to that organization. |
| Salvage: | Property which has been inspected and determined to have some value beyond its basic material content, but which is in such condition that it has no reasonable prospect of continued use as originally intended. |
| Scrap: | Property that has been inspected and determined to have no value beyond its basic material content. |
| Sensitive Property: | Items of property which are considered susceptible to being appropriated for personal use or which can readily be converted to cash. |
| Surplus Property: | Excess property that has been declared excess to all program needs and becomes eligible for donation or public sale. |
| Unserviceable: | An item determined to be no longer useful or ready for use. |

APPENDIX A

**South Dakota Code of Professional Ethics for Teachers
Professional Practices and Standards Commission
Chapter 24:08:03
Code of Professional Ethics:
Section:**

24:08:03:01 Obligations to Student, in fulfilling their obligations to the students, educators shall act as follows:

1. Not, without just cause, restrain students from independent action in their pursuit of learning;
2. Not, without just cause, deny to the students access to varying points of view in the classroom
3. Present subject matter for which they bear responsibility without deliberate suppression or distortion;
4. Make a reasonable effort to maintain discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, physical and emotional well-being, health, and safety
5. Conduct professional business in such a way that they do not expose the students to unnecessary intimidation, embarrassment, or disparagement;
6. Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping condition, national origin, or ethnic background;
7. Maintain professional relationships with students without exploitation of a student for personal gain or advantage;
8. Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
9. Maintain professional relationships with students in a manner which is free of vindictiveness, recrimination, and harassment.

24:08:03:02 Obligations to the public. In fulfilling their obligations to the public, educators shall act as follows:

1. Take precautions to distinguish between their personal views and those of the local school district or governing body;
2. Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities;
4. Not exploit the local school district or governing body for public or personal gain;
5. Not exploit the local school district or governing body to promote political candidates or partisan political activities;
6. Neither accept nor offer any gratuities, gifts, services, or things of value that impair professional judgment, offer special advantage, or provide personal benefit;
7. Engage in no act that results in a conviction;
8. Commit no act of moral turpitude or gross immorality; and
9. Not misuse or abuse school equipment or property.

24:08:03:03 Obligations to the profession. In fulfilling their obligations to the profession, educators shall act as follows:

1. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
2. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purposes;
3. Discuss professional matters concerning colleagues in a professional manner;
4. Accept a position or responsibility only on the basis of professional preparation and legal qualifications;
5. Adhere to the terms of a contract or appointment unless the contract has been altered without the consent of the affected parties, except as provided by law, legally terminated, or legally voided;

6. Use sound professional judgment in delegating professional responsibilities to others;
7. Not interfere with the free participation of colleagues in the affairs of their associations;
8. Not use coercive or threatening means in order to influence professional decisions of colleagues;
9. Not knowingly misrepresent their professional qualifications;
10. Not knowingly distort evaluation of colleagues;
11. Not criticize a colleague before students, except as unavoidably related to an administrative or judicial proceeding;
12. Cooperate with authorities and the commissions regarding violations of the codes of ethics of the South Dakota Professional Teachers Practices and Standards Commission and the Professional Administrators Practices and Standards Commission;
13. Perform duties in accordance with local, state, and federal rules and laws.

APPENDIX B

WKDS Gym Usage Contract

Date of Contract: _____

Date Gym is requested: _____

Type of Usage: _____

Time Gym is 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: _____

Gym Use Rules: For Groups who wish to use the Wounded Knee District School Gym.

- 1) School related functions will have first priority for gym usage, without giving notice is 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 placed applied as follows; \$100.00 rental fee, the remaining \$100.00 damage fee which 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) WKDS 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 building 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. Principal 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 WKDS gym shall provide supervision of the school building inside and outside along with school security.
- 9) The Wounded Knee District 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 areas 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, Scoreboards, jerseys, office supplies and telephone, WKDS may provide controls of scoreboard 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 placed in the Student Activity Fund.
- 16) Gym 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 C: LEASE AGREEMENT IS UPDATED EVERY YEAR

WOUNDED KNEE DISTRICT SCHOOL QUARTERS LEASE AGREEMENT

| | |
|----------------------------|-----------------|
| 1 BEDROOM APARTMENT | \$197.88 |
| 2 BEDROOM HOUSE | \$286.54 |
| 3 BEDROOM HOUSE | \$304.88 |

APPENDIX D

Internet Acceptable Use Policy Agreement:

Students, Faculty, Staff and administrators at Wounded Knee District School have access to the Internet. Internet access will help promote educational excellence in schools by facilitating student research, resource sharing, searching and technology techniques and utilization, and internal and external communication. The internet is an electronic network of computer networks connecting millions of computers and hundreds of millions of people all over the world. The following services are available to our students, faculty, staff and administrators.

1. Electronic mail (email)
2. World Wide Web Access

Wounded Knee District School has taken precautions to restrict access to conversational materials. However, it is impossible to control all materials and block materials that may be inappropriate for school use. Wounded Knee District School believes that valuable information and communications accessible through the Internet far outweighs the possibility that users may come access inappropriate information. The following guidelines are provided as a framework for proper Internet use in Wounded Knee District School. Any violation of any of the provisions stated here may cause the Wounded Knee District School Administration to terminate or restrict the users account and access may be permanently denied.

The signature(s) on this document is (are) legally binding and indicates the party (parties) who signed has (have) read and understand the terms and conditions herein.

Internet: Terms and Conditions of Use:

1.Privileges-The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of this privilege

2. Acceptable Use-The use of the Internet privileges must be in support of education and research and consistent with the educational objectives of the Wounded Knee District School.

Transmission of any material in violation of any national or state regulation is prohibited. This includes but is not limited to: copyrighted material; threatening, harassing or obscene email, social media or material; or material protected by trade secret or other laws.

3. 1. Network Etiquette-You are expected to follow generally accepted rules of Internet etiquette. General rules include (but are not limited) to the following:

1. Do not reveal your personal address or phone numbers of students or colleagues.
2. Do not give out your password to anyone
3. Use appropriate language. Remember that the Internet is not private and anything you say may be resent and reposted.

4. Do not participate in illegal activities.
5. Be polite in all your writing. Remember that words are easily misunderstood.
6. Email is private. System operators and authorities have access to all communications.
7. Do not forward other email without their express permission.
8. Use your email and web privileges for the benefit of your education and the mission of Wounded Knee District School only.

4. **Wounded Knee District School** makes no direct or implied warranties for any of the services it may provide. Wounded Knee District School will not be responsible for any damages suffered directly or indirectly by the user. This will include access or lack of access to email, material, or data and/or loss of service or electronic data and communications.

5. **Security**-Security is of vital importance to Wounded Knee District School. We will do everything in our power to make sure that the network is secure. Since technology and humans are not perfect, lapses in security may occur; Wounded Knee District School is in no way responsible for this and shall be held harmless.

6. **Vandalism**-Vandalism will not be tolerated and is a reason for immediate suspension of privileges.

APPENDIX E

Debarment Certification for Employees and Contractors

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State agency (or any Tribal Government);

(B) Have () have not (), within a 7-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, tribal or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have () have not () within a 7-year period preceding this offer had a civil or criminal judgement rendered against them by a tribal court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firm's status as an Indian contractor.

(ii) The Offeror has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency, State agency, (or any Tribal Government).

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Tribe, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

APPENDIX F: WOUNDED KNEE DISTRICT SCHOOL CREDIT CARD USE
POLICY/AGREEMENT

AGREEMENT ATTACHED