
EDUCATION
Table of Contents

0. TABLE OF CONTENTS

1. General
 - .1 Philosophy
 - .2 Policy
 - .3 Authority
 - .4 Statement of Purpose
 - .5 Objective

2. Administrative Organization
 - .1 Delegation of Authority
 - A. Secretary
 - B. Assistant Secretary
 - C. Director, Office of Indian Education Programs
 - .2 Area Education Personnel
 - .3 Superintendent of Education -- Agency
 - .4 Local School Supervisor
 - .5 School Boards
 - A. General Information
 - B. Policy
 - C. Types of Boards
 - D. Authority
 - E. Methods of Establishment
 - F. Rights and Responsibilities of School Boards
 - G. Funding
 - H. Conflicts of Interest

3. Types of Schools
 - .1 Bureau Operated Schools
 - A. Community Schools
 - B. Reservation Residential Schools
 - C. Off-Reservation Residential Schools
 - D. Dormitories
 - E. Post-Secondary Schools
 - F. Cooperative Schools
 - G. Tribal Schools
 - H. Public Schools
 - I. Sectarian Schools

4. Academic and Dormitory Standards
 - .1 Philosophy and Goals
 - A. Philosophy
 - B. Goals
 - C. Development of Philosophy
 - D. Review
 - E. Dissemination of School Information

- F. Responsibility
- G. Documentation
- H. Statement of Assurances
- .2 Administrative Requirements
 - A. Introduction
 - B. Definitions
 - C. Standards for Student-Teacher Ratio
 - D. Written School Enrollment and Attendance Policies
 - E. Geographic Attendance Boundaries
 - F. Documentation
 - G. Statement of Assurances
- .3 Program Needs Assessment
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Responsibility
 - E. Process
 - F. Required Elements
 - G. Other Needs Assessment Models
 - H. Schools in Regional Accreditation Associations
 - I. Statement of Education Needs
 - J. Plan of Action
 - K. Documentation
 - L. Statement of Assurances
- .4 Curriculum Development
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Authority
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .5 Minimum Program of Instruction
 - A. Introduction
 - B. Authority
 - C. Policy
 - D. Definitions
 - E. Minimum Program of Instruction
 - F. Responsibilities
 - G. Documentation
 - H. Statement of Assurances
- .6 Kindergarten Instructional Program
 - A. Introduction
 - B. Definitions
 - C. Policy
 - D. Authority
 - E. Scope

EDUCATION
Table of Contents

- F. Purpose
- G. Documentation
- H. Statement of Assurances
- .7 Elementary Instructional Program
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Authority
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .8 Junior High/Middle School Instructional Program
 - A. Introduction
 - B. Definition
 - C. Policy
 - D. Minimum Program of Instruction
 - E. Purpose
 - F. Documentation
 - G. Statement of Assurances
- .9 Secondary Instructional Program
 - A. Purpose
 - B. Definition
 - C. Policy
 - D. Responsibility
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .10 Grading Requirements
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Authority
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .11 Student Promotion Requirements
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Responsibility
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .12 High School Graduation Requirements
 - A. Purpose
 - B. Definitions
 - C. Specific Requirements

EDUCATION
Table of Contents

- D. Documentation
- E. Statement of Assurances
- .13 Library Media Program
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Authority
 - E. Process
 - F. Library Committee
 - G. Minimum Requirements
 - H. Adequate Personnel
 - I. Annual Inventory
 - J. Documentation
 - K. Statement of Assurances
- .14 Textbooks
 - A. Purpose
 - B. Policy
 - C. Documentation
 - D. Statement of Assurances
- .15 Counseling Services
 - A. Purpose
 - B. Definition
 - C. Scope
 - D. Policy
 - E. Responsibility
 - F. School-Wide Testing Program
 - G. Counseling Program Minimum Requirements
 - H. Unique Characteristics of Students
 - I. Contents of the Counseling Program
 - J. Documentation
 - K. Statement of Assurances
- .16 Student Activities
 - A. Purpose
 - B. Definition
 - C. Policy
 - D. Authority
 - E. Process
 - F. Documentation
 - G. Statement of Assurances
- .17 Monitoring and Evaluation
 - A. Purpose
 - B. Policy
 - C. Authority
 - D. Scope
 - E. Intent
 - F. Definitions
 - G. Responsibilities

EDUCATION
Table of Contents

- H. Agency/Area Monitoring
- I. Responsibility for Monitoring Process
- J. Team Membership of Agency/Area Monitoring Process
- K. Pre-Monitoring Review
- L. Review Plan Format
- M. Pre-Work
- N. Responsibility
- O. Review Conduct
- P. Monitoring Content Areas
- Q. Monitoring Schools
- R. Post-Review Activities
- S. Report Submission
- T. Report Disposition
- U. School Monitoring Policy
- V. Elements of Monitoring Process
- W. Team Membership of School Monitoring Process
- X. Monitoring Categories
- Y. Compliance with Standards
- Z. Mechanics of the Monitoring Process
- AA. Monitoring Process
- BB. Post-Review Activities
- CC. Report Submission
- DD. Report Disposition
- EE. Educational Policy and Administrative Procedure Review
- FF. Review Components
- GG. Process
- HH. Documents Necessary for Compliance
- .18 Dormitory Criteria
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. General Provision
 - E. Elementary/Secondary Level Dormitories (Counseling Services)
 - F. Dorm Counselor to Student (ADM) Ratios
 - G. Documentation
 - H. Statement of Assurances
- .19 Homeliving
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Responsibility
 - E. Staffing Requirements
 - F. Group Instruction
 - G. Housekeeping
 - H. Student Assistance
 - I. Laundry Facilities
 - J. Student Accountabililty

EDUCATION

Table of Contents

- K. Student Check-Out
- L. Isolation Rooms
- M. Emergency Procedures
- N. Tutoring Services
- O. Dormitory Facilities
- P. Leisure Time
- Q. Communication/Local Service Agency
- R. Emergency First Aid
- S. Documentation
- T. Statement of Assurances
- .20 Space and Privacy
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Responsibility
 - E. Scope
 - F. Process
- .21 Compliance
 - A. Purpose
 - B. Definitions
 - C. Policy
 - D. Responsibility
 - E. Process
 - F. Compliance Report
 - G. Summative Report
 - H. Non-Compliance
 - I. Annual Congressional Report
 - J. Waiver and Revision Authority
- 5. Special Programs
 - .1 General Information
 - .2 Policy
 - .3 Procedures
 - .4 Types of Programs
 - A. Alcohol and Drug Abuse
 - B. Summer Programs
- 6. School Organization
 - .1 Calendar and School Day Organization
 - A. Length of School Year
 - B. Length of School Day
 - .2 Instructional Levels
 - .3 Authorized Enrollment
 - .4 Religious Activities
 - A. Religious Instructions

EDUCATION
Table of Contents

7. School Enterprises

- .1 General Information
- .2 Policy
 - A. Authority
 - B. IMPL Funds
 - C. Program Management

8. Students' Personal and Group Funds and School Banks

- .1 General Information
- .2 Policy
- .3 Student Funds in Small Isolated Elementary Schools
- .4 Funds of Elementary Grade Students in Larger Schools
- .5 Personal Funds of Older Students in Larger Schools
- .6 Group Funds of Older Students in Larger Schools
 - A. Organization
 - B. Sponsorship
 - C. Plan of Operation
 - D. Fund-Raising Activities
 - E. Accounting
- .7 School Banks
 - A. Organization
 - B. Sponsor
 - C. Funds in School Bank
 - D. Bonding
 - E. Insurance
 - F. Safekeeping Facilities
 - G. Accounting
 - H. Audits and Inspections

Illustrations

- 1. Sample Entries
- 2. Deposit Slip
- 3. Accounts Balances Register
- 4. Withdrawal Slip
- 5. Voucher for Payment
- 6. Sample Entries
- 7. Articles of Association
- 8. School Student Activities or Clubs

9. Student's Rights and Responsibilities

- .1 General Information Statement
- .2 Policy
- .3 Rights Provided by Law
- .4 Administrative Levels of Responsibility
- .5 The Legal Role and Responsibilities of Authorities
- .6 The School and the Student - A Teaching-Learning Partnership
- .7 Rules, Discipline and Grievance Procedures

EDUCATION
Table of Contents

- .8 Student Rights and Due Process Procedures
 - .9 Responsibilities of the Student
 - .10 Corporal and Degrading Punishment
 - .11 Access to BIA School Premises and Students
10. Health Services
- .1 General Information
 - A. Policy
 - B. Objectives
 - C. Medical Aid Performed by Staff
 - D. IHS-BIA Agreement of Services
 - E. Other Health Service Resources
 - F. Student Accidents, Illness or Death
 - .2 Medical Examinations
 - A. Physical Examinations
 - B. Vision Tests
 - C. Hearing Tests
 - D. Dental Examinations
 - .3 Immunization Program
 - .4 Pregnancy
 - .5 Health Curriculum
 - .6 Overcrowding
 - .7 Comprehensive Facility and Sanitation Inspection
 - .8 Nutrition
11. Education Contract Personnel
- .1 Scope
 - .2 Policy on Education Contract Personnel
 - .3 General Definitions
 - .4 Recruitment Policy
 - .5 Authorities for Recruitment
 - .6 Responsibility for Recruitment
 - .7 National Professional Applicant List
 - .8 Recruitment for Indian Educators
 - .9 Vacancy Announcements
 - .10 Applicant Supply File
 - .11 Specific Vacancy Announcements
 - .12 Qualifications
 - .13 Forms Used
 - .14 Rating/Interviewing Applicants
 - .15 Referring Applicants
 - .16 Releasing Current Employees
 - .17 Responsibility of the Selecting Official
 - .18 Training for Indian Educators
 - .19 Policy for Establishing Education Positions
 - .20 Staffing Patterns
 - .21 Establishment of Education Positions

EDUCATION
Table of Contents

- .22 Organization Charts
- .23 Policy on Appointment of Educators
- .24 Appointment of Educators
- .25 Prohibited Reappointments
- .26 Types of Contracts
- .27 Probationary Period
- .28 Contract Renewal
- .29 Contract Non-Renewal
- .30 Temporary Advancement and Details
- .31 Probationary Period for Supervisory and Managerial Positions
- .32 Voluntary Service
- .33 Employee Benefits and Tax Withholdings
- .34 Status Quo Employees in an Education Positions
- .35 Conversion of Status Quo Employees to Contract Positions
- .36 Citizenship Requirements
- .37 Restriction on Employment of Relatives
- .38 Members of Family
- .39 Age Requirements
- .40 Physical Examination Requirements
- .41 State Certification
- .42 Suitability Disqualifications
- .43 Indian Preference
- .44 Waiver of Indian Preference
- .45 Veteran's Preference
- .46 Equal Employment Opportunity
- .47 Reduction-in-Force
- .48 Moving Expenses
- .49 Restoration to Duty
- .50 Policy on Pay Administration
- .51 Development of the Pay Schedules
- .52 Special Compensation for Contract Education Positions
- .53 Type of Contracts
- .54 Determination of Pay Increments
- .55 Contract Renewal
- .56 Contract Revision or Adjustment
- .57 Premium Pay
- .58 Fair Labor Standards Act (FLSA)
- .59 Compensatory Time
- .60 Stipends
- .61 Conversion Rule (Status Quo Employees)
- .62 Severance Pay
- .63 Advancement
- .64 Movement Between Pay Schedules
- .65 Conversion to Higher or Lower Level
- .66 Movement Between Levels on the OIEP Teacher/Counselor Pay Schedule

EDUCATION
TABLE OF CONTENTS

- .67 Conversion of Intermittents and Reemployment of Intermittents
- .68 Probationary Period for Supervisory or Management Positions
- .69 Higher Rates for Supervisors of OIEP Teacher/Counselor Pay Schedule Wage Grade or OIEP Wage System Employees
- .70 Credited Benefits for Prior Federal Employees (GS) With a Break in Service
- .71 Leave Administration
- .72 Leave Administration Policy
- .73 Leave Administration Responsibilities
- .74 Types of Leave
- .75 Applicability of Leave to Type of Appointment
- .76 Leave Accrued Prior to Contract Appointment
- .77 Leave Alternative for Status Quo Educators Converting to Contract Under OIEP Teacher/Counselor Pay Schedule
- .78 Recredit of Sick Leave
- .79 Performance Appraisal
- .80 Performance Appraisal Policy
- .81 Performance Appraisal System Approval
- .82 Performance Appraisal Definitions
- .83 Performance Appraisal Responsibilities
- .84 Eligibility for Performance Appraisal
- .85 Performance Appraisal Form (Form BIA-4439)
- .86 Planning Session
- .87 Establishing Performance Elements and Standards
- .88 Periodic Review and Feedback During the Appraisal Period
- .89 Summary Performance Rating
- .90 Supplemental Employee Performance Folder (SEPF)
- .91 Individual Element Rating
- .92 Relating Performance Appraisal to Personnel Actions
- .93 Reduction-In-Force
- .94 Employees Hired on Temporary Contracts
- .95 Long Term Trainees
- .96 Administrative Process for Complaint Review
- .97 Maintenance and Disposition of Records
- .98 Release of Performance Appraisal Information
- .99 Employee Discipline and Discharge Policies
- .100 Responsibilities of Officials for Employee Discipline
- .101 Level of Authority To Take Disciplinary Action
- .102 Determining the Disciplinary Action
- .103 Types of Disciplinary Action
- .104 Procedures for Disciplinary Actions
- .105 Employee Grievance Policy
- .106 Employees Covered
- .107 Grievance Coverage
- .108 Responsibility of Officials on Employee Grievances
- .109 Definitions for Employee Grievances
- .110 Criteria for Grievance Review

EDUCATION
TABLE OF CONTENTS

- .111 Grievances
- .112 Informal Grievances Procedure (Step 1)
- .113 Formal Grievance Procedure (Step 2)
- .114 OIEP Grievance Examiner Policy
- .115 Selection of Grievance Examiners
- .116 Standards for Grievance Examiners
- .117 Assignment of Grievance Examiners
- .118 Grievance File
- .119 Guidelines for the Conduct of Inquiries into Grievances
- .120 Conduct of a Hearing by the Grievance Examiner
- .121 Grievance Examiner's Report
- .122 Final Decision on a Grievance
- .123 Special Considerations

- Appendix A. Applicant Supply File Procedures
- Appendix B. Specific Vacancy Announcements
- Appendix C. Background Investigations
- Appendix D. Random Referral Instructions
- Appendix E. Processing Contracts
- Appendix F. Schedule of Offenses and Range of Penalties
- Appendix G. Checklist of Contract Documents Required for Public Law 95-561

Illustrations .

1. Master Log of Applications Received, Actions and Dispositions
2. Verification of Indian Preference for Employment in Bureau of Indian Affairs and Indian Health Service Only
3. Letter to Applicant
4. Ineligible Notice
5. Rating Sheet, Pub. L. 95-561
6. SF-171, Application for Federal Employment
7. Eligible Notice
8. Up-date Notice
9. Roster of Qualified Applicants
10. Documentation Card
11. Certificate of Eligibles
12. Specific Announcement Log and Certification Log
13. Confirmation Letter
14. Non-Selection Letter
15. Vacancy Announcement Roster
16. Questionnaire for Sensitive Positions (SF-86)
17. General Locator Three-Digit Code
18. Selecting Officials' Responsibilities
19. Random Number List
20. Education Employment Contract
21. Addendum to Contract for Provisional Appointments
22. Retirement Under Pub. L. 96-135

EDUCATION
TABLE OF CONTENTS

Illustrations

23. Final Salary Clearance
24. Reduction-in-Force Memorandum
25. Employees Orientation Package
26. Calculation Used to Compute Increments & Hourly Pay Rate for School Year
27. Agreement for Voluntary Services
28. Parental Approval Form
29. Education Categories of Duties for Determining Pay of Education Positions (Form 5-6233)
30. OIEP Statement of Policy/Employee Conduct
31. SF-52 for Cash Award
32. Cash Award Summary Sheet
33. Stipend Payment Election Form
34. Conversion of Status Quo Educators to Teacher/ Counselor Pay Scale
35. Salary Payment Option Form
36. Performance Appraisal Form
37. OIEP Grievance Form
38. Letter of Warning
39. Letter of Reprimand
40. Letter of Proposed Suspension
41. Decision on Suspension
42. Notice of Proposed Discharge
43. Decision on Discharge
44. Proposal for Indefinite Suspension Pending Investigation
45. Separation for Abandonment of Position
46. Teacher/Counselor Rating Form
47. Rating Sheet for OIEP Support Positions

12. Records and Report

- .1 General Information
- .2 Policy
- .3 Management Information System (This part to be developed)
 - A. Student Enrollment System
 - B. Curriculum
 - C. Staff
 - D. Facilities
 - E. Community Demographics
 - F. Student Assessment
 - G. Other
- .4 Student Cumulative Record
- .5 Permanent Files of Official Communications
- .6 Student Application Forms
- .7 Forms
 - A. List
 - B. Display

EDUCATION
TABLE OF CONTENTS

- 13. Student Enrollment System
 - .1 School Membership Reports
 - A. Responsibility for SES
 - B. Timeliness of Reporting
 - C. Teacher's Daily Records
 - D. Definition of Membership
 - .2 Cumulative Record for Each Pupil
 - .3 Permanent File of Official Communications
 - .4 Application for Admission to Boarding Schools

- 14. Facilities Management
 - .1 General Information
 - .2 Policy
 - A. Safety
 - B. Space Requirements
 - C. Access Requirements
 - D. School Flag
 - .3 Personnel Management
 - .4 Construction Priorities/Criteria

- 15. Education Research and Evaluation
 - .1 General Information
 - .2 Definitions
 - A. Education Research
 - B. Education Evaluation
 - C. Internal Research and Evaluation
 - D. External Research and Evaluation
 - E. Basic Research
 - F. Applied Research
 - G. Instrument
 - .3 Policy
 - .4 Procedures
 - .5 Standards

- 16. Public School Relations
 - .1 General Information
 - .2 Policy
 - .3 Authority
 - .4 Negotiation and Execution of Contracts/Service Agreements
 - .5 Use and Transfer of Federal Property
 - .6 Enrollment and Attendance
 - .7 State Schools Law

- 17. Financial Aid for Higher Education
 - .1 General Information Relative to Program
 - A. Objectives
 - B. Authority

EDUCATION
Table of Contents

- C. Policy
- D. Types of Educational Aids
- E. Use of Scholarship Grants
- F. Application Procedures
- G. Approval
- .2 Eligibility Requirements
 - A. Students
 - B. Universities and Colleges
- .3 Conditions for Continuation of Grant
- .4 Guidance and Counseling
- .5 Reporting
- .6 Budget Estimates

Illustrations

- 1. Prospective Graduates/Graduates Sponsored by Bureau Grants
- 2. Higher Education Grants Annual Report Fiscal Year _____
- 3. Budget Estimates-Scholarship Grants

18. Adult Education

- .1 General Information
- .2 Policy
- .3 Eligibility
- .4 Administration of Program
 - A. Program Plan
 - B. Contracted Programs
- .5 Annual Program Reports
- .6 Records Keeping

Illustrations

- 1. Annual Report BIA Adult Education Fiscal Year _____
- 2. Adult Education Programs Statistical Report Fiscal Year _____

19. Computers in Education

- .1 General
 - A. Introduction
 - B. Policy
- .2 Authority
- .3 Objectives
- .4 Functional Responsibilities
 - A. Director, Office of Indian Education Programs
 - B. Agency Superintendents for Education (ASE) and Education Program Administrators (EPA)
 - C. Fiscal Agents
- .5 Types of Computer Education Programs
 - A. Computer Literacy
 - B. Computer Assisted Instruction

EDUCATION
Table of Contents

- C. Computer Managed Instruction
 - D. Education Administration
 - .6 Financial Program Plan
 - .7 Security and Safeguards
 - .8 Training
 - .9 Computer Hardware Equipment and Services
 - .10 Educational and Administrative Software
 - .11 Computer Hardware/Software/Services Procurement
 - A. Bureau of Indian Affairs' Operated Schools
 - B. Public Law 93-638 Contract Schools
 - C. Public Law 100-297 Grant Schools
 - D. Johnson-O'Malley (JOM)
 - .12 Monitoring
 - .13 Reporting
20. Indian School Equalization Program (Reserved)
21. Evaluation System - Monitoring System (Reserved)
22. Chapter I - P.L. 97-35 (Reserved)
23. School Attendance Boundaries
- .1 General
 - A. Introduction
 - B. Policy
 - .2 Authority
 - .3 Purpose
 - .4 Definition
 - .5 Responsibilities
 - A. Director, Office of Indian Education Programs
 - B. Education Line Officers
 - C. School Principals
 - .6 Specific Requirements

EDUCATION
General

- .1 Philosophy
- .2 Policy
- .3 Authority
- .4 Statement of Purpose
- .5 Objectives

Rel. 62-4, 9/5/79

BIAM REISSUE
FEBRUARY 1984

EDUCATION

General

1. General

1.1 Philosophy. The existence of the BIA is attributed to the commitment of the Federal Government to provide services to Indian people. Included in these services is education. The Bureau's Office of Indian Education's philosophy in its provision of services as prescribed by law is that responsibility and authority are indivisible. It is within this framework of commitment and law, in all levels of school operations, in every category of arrangements where the Federal Government and Indian people agree to combine their resources, that educational programs should flourish.

1.2 Policy. It shall be the policy of the Bureau, in carrying out the functions of the Bureau, to facilitate Indian control of Indian Affairs in all matters relating to education.

1.3 Authority. Administration of the Office of Indian Education Programs is vested in the Director, subject to the Assistant Secretary of Indian Affairs, subject to the direction of the Secretary of the Interior. (Act 35 Stat. 72; 25 U.S.C. 295)

1.4 Purpose. It is the purpose of the Office of Indian Education Programs through a Director and staff to assume leadership in providing educational services to Indian people both in all phases and levels of education and by technical assistance as needed. To fulfill this goal the Office of Indian Education Programs will develop appropriate educational standards, monitor and evaluate Bureau funded education programs and assist local communities in the management and planning of their own educational programs.

1.5 Objectives.

A. To secure for all Indian people the educational opportunities provided for other American citizens.

B. To provide educational programs all available resources in the development of effective programs directed by local Indian communities.

C. To appraise on an ongoing basis the need for upgrading of residential schools.

D. To obtain and/or improve school facilities to meet the educational needs of Indian people.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

General

E. To retain the valuable elements of Indian life and to strengthen the pride of Indian groups and the recognition by non-Indians of the contribution of the Indian heritage to the national life.

BIAM REISSUE
FEBRUARY 1984

Release 62-4, 9/5/79

EDUCATION

Administrative Organization

- .1 Secretary (delegation of authority)
 - A. Assistant Secretary
 - B. Director of Indian Education Programs
- .2 Area Education Personnel
- .3 Superintendent of Education -- Agency
- .4 Local School Supervisor
- .5 School Boards
 - A. General Information
 - B. Policy
 - C. Types of Boards
 - D. Authority
 - E. Methods of Establishment
 - F. Rights and Responsibilities of School Boards
 - G. Funding
 - H. Conflicts of Interest

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Administrative Organization

2. Administrative Organization.

2.1 Delegation of Authority.

A. The Secretary of the Interior shall vest in the Assistant Secretary for Indian Affairs all functions with respect to formulation and establishment of policy and procedure, and supervision of programs and expenditures of Federal funds for the purpose of Indian education administered by the Bureau.

B. The Assistant Secretary shall carry out such functions through the Commissioner of Indian Affairs within the Bureau. He shall provide for the adequate coordination between the affected Bureau offices and the Office of Indian Education Programs in order to facilitate the expeditious consideration of all contract functions relating to education.

C. The Director of the Office of Indian Education Programs is responsible for the general direction, coordination, and control of the education services of the Bureau.

2.2 Area Education Personnel. In line with policy directives issued from the Central Office, the responsibility for education administration at the area level shall be vested in the Area Director, who shall discharge this responsibility with the assistance of a staff which may consist of an Assistant Area Director (Education) with over-all administrative responsibility, and such Education Specialists as needed within available funds. Area Education Specialist shall:

A. Collaborate with Superintendents in formulating and inaugurating education programs adapted to the needs of the children who are enrolled in the boarding schools;

B. Evaluate and check on conduct of programs to determine if they conform to the over-all objectives and policies of the Bureau;

C. Develop and maintain good relationships with State and public school authorities;

D. Review the work of education personnel and recommend modification in procedures to increase efficiency; and

E. Assist Superintendents and their staffs in preparation of plans and budget estimates for the effective operation of the schools.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Administrative Organization

2.3 Superintendent of Education-Agency. Education personnel serving in the Agencies are under the direction and supervision of the Agency Superintendent.

2.4 Local School Supervisor. Education personnel serving in local schools are under the direction and supervision of Agency Superintendent.

2.5 School Boards.

A. General Information. Local school boards must participate in all phases of the operation of the school.

B. Policy. Policy for operations of the school boards will be established by the local boards as prescribed by law.

C. Types of Boards. Types of boards will be determined by the local boards as prescribed by law.

D. Authority. Authority of boards is prescribed by law.

E. Methods of Establishment. Local communities will establish local school boards as prescribed by law. In cases where appropriate and no conflict exists with local school boards, agency school boards will be established as prescribed by law.

F. Rights and Responsibilities of School Boards.

(1) To establish local academic standards of basic education.

(2) To participate directly in the development of a financial plan for the school.

(3) To be consulted in the employment or discharge of employees.

G. Funding. Policy for funding the operation of school boards, including training, will be established by the Director, Office of Indian Education Programs in consultation with the local communities.

H. Conflicts of Interest. Policy concerning conflict of interest in school board operations will be established by the Director, Office of Indian Education Programs as prescribed by law in consultation with the local communities.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

- .1 Bureau Operated Schools
 - A. Community Schools
 - (1) Definition
 - (2) Attendance Boundaries
 - (3) Enrollment Criteria
 - (4) Enrollment Procedures
 - B. Reservation Residential Schools
 - (1) Definition
 - (2) Attendance Boundaries
 - (3) Enrollment Criteria
 - (4) Enrollment Procedures
 - C. Off-Reservation Residential Schools
 - (1) Definition
 - (2) Attendance Boundaries
 - (3) Enrollment Criteria
 - (4) Enrollment Procedures
 - D. Dormitories
 - (1) Definition
 - (2) Attendance Boundaries
 - (3) Enrollment Criteria
 - (4) Enrollment Procedures
 - E. Post-Secondary Schools
 - (1) Policy
 - (2) Authority
 - (3) Scope and Purpose of BIA Operated Post-Secondary Schools
 - (A) Southwestern Indian Polytechnic Institute
 - (B) Haskell Indian Junior College
 - (C) The Institute of American Indian Arts
 - (4) Enrollment and Class Size
 - (5) Attendance Boundaries
 - (6) Eligibility for Admission
 - (7) Eligibility for Dormitory Residence
 - (8) Cooperative Relationships
 - (9) Discipline
 - (10) Board of Regents
 - (11) Financial Assistance
 - (12) Grants and Endowments
 - F. Cooperative Schools
 - (1) Definitions
 - (2) Policy

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

- (3) Attendance Boundaries
- (4) Enrollment Criteria
- (5) Enrollment Procedures
- G. Tribal Schools
- H. Public Schools
- I. Sectarian Schools

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

3. Types of Schools.3.1 Bureau Operated Schools.A. Community Schools.

(1) Definition. To the people served by a local community school, that school should be "our school." Such a community school approach will be characterized by the active participation of the local community members in the school. Not only will there be a school board which is actively providing policy direction and support, but parents and others will be involved in working with students and school staff. The school will be an institution which is in, and of, the community--not apart from and foreign to, the people and their lives. Its doors will be open for many hours beyond the regular school day, and it will serve a wide range of the educational and social needs of the community. In orienting its programs toward the needs of the community, it will develop a curriculum which treats as strengths, and builds upon, the cultural and linguistic backgrounds of the students; it will recognize the inter-relationship of the economic and environmental needs of the community and its members; and it will treat each student as a worthwhile human being with a unique contribution to make.

(2) Attendance Boundaries. It is the general policy to educate all students as close to their homes as possible. Students shall not be enrolled in schools outside their attendance boundary unless no school exists within the attendance boundary having a program and space to meet the student's needs or unless it is determined by appropriate officials that a transfer outside the attendance boundary is preferable to alternate attendance in a local public school.

(3) Enrollment Criteria. A student (meeting the 1/4 Indian blood standard) living within the established attendance boundary having membership in a federally recognized tribe shall be eligible to attend.

(4) Enrollment Procedures. Form 5-6221 (January 1971), "Application for Admission to Boarding School," will be used throughout the Bureau for boarding school admissions, except where a locally developed alternative form has been approved by the Central Office. It will be necessary to give assistance to some parents or guardians in the preparation of the form, and it is expected that staff of the local agency will furnish this assistance as well as the liaison assistance necessary to obtain the medical examinations when Federal facilities

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

are within reach for this service. (There will be instances when the medical certificate cannot be obtained at the time the application is prepared. If there is no evidence of disease or other disability which would cause rejection of the application, admission will be approved and arrangements made to furnish the physical examination immediately when the child reports to the school.) Otherwise, forms shall be fully completed prior to admission.

B. Reservation Residential Schools.

(1) Definition. A reservation residential school is a boarding school located within the boundaries of a reservation.

(2) Attendance Boundaries. Students needing the services of a reservation residential school shall attend the reservation residential school nearest their home. If another dormitory can better meet the needs of the student, he or she may be allowed to enroll even if it is not near his or her home.

(3) Enrollment Criteria.

(a) Education Criteria. Those students (meeting the 1/4 Indian Blood standard) who are members of a federally recognized tribe and meet one or more of the following criteria:

(i) Those for whom a public or Federal day school is not available. A school is considered available if it is not severely overcrowded, offers instruction at an appropriate grade level and is located, or served by a bus route, within walking distance of the student's home. Walking distance to a school or bus stop is defined as one mile for elementary pupils and 1-1/2 miles for high school, unless unusual circumstances of student health, terrain, or weather prevail.

(ii) Those who need special vocational or preparatory training, not available to them locally, to prepare them for gainful employment.

(iii) Those for whom the available school makes no adequate provision to meet the educational requirements of students with academic deficiencies, linguistic or cultural differences, or other specialized needs of individual students.

(b) Social Criteria.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

- (i) Family environment. Those who are rejected or neglected for whom no suitable plan can be made.
- (ii) Those who do not receive adequate supervision due to parental limitations.
- (iii) Those whose family has behavioral problems which imperil the well being of the student.
- (iv) Those who may have siblings or other close relatives enrolled in the boarding school and who would be adversely affected by separation.
- (v) Those whose behavioral problems are too difficult for solution by their families, or through existing community resources, and who can benefit from the more structured environment of a boarding school without harming other children.
- (vi) Those whose health or proper care is jeopardized by the illness of other members of the household and for whom no more suitable arrangements can be made.

(4) Enrollment Procedures. Form 5-6221 (January 1971), "Application for Admission to Boarding School", will be used throughout the Bureau for boarding school admissions, except where a locally developed alternative form has been approved by the Central Office. It will be necessary to give assistance to some parents or guardians in the preparation of the form, and it is expected that staff of the local agency will furnish this assistance as well as the liaison assistance necessary to obtain the medical examination when Federal facilities are within reach for this service. (There will be instances when the medical certificate cannot be obtained at the time the application is prepared. If there is no evidence of disease or other disability which would cause rejection of the application, admission will be approved and arrangements made to furnish the physical examination immediately when the child reports to the school.) Otherwise, forms shall be fully completed prior to admission.

C. Off-Reservation Residential Schools.

(1) Definition. An off-reservation residential school is a boarding school located outside the boundaries of an Indian reservation.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

(2) Attendance Boundaries. Students who need the services of an off-reservation residential school will attend the residential school nearest their home unless there is justification for transfer to another off-reservation school.

(3) Enrollment Criteria. Those students (meeting the 1/4 Indian blood standard) who are members of a federally recognized tribe and meet one or more of the following criteria:

(a) Education Criteria.

(i) Those for whom a public or Federal day school is not available. A school is considered available if it is not severely overcrowded, offers instruction at an appropriate grade level and is located, or served by a bus route, within walking distance of the student's home. Walking distance to a school or bus stop is defined as one mile for elementary pupils and 1-1/2 miles for high school, unless unusual circumstances of student health, terrain, or weather prevail.

(ii) Those who need special vocational or preparatory training, not available to them locally, to prepare them for gainful employment.

(iii) Those for whom the available school makes no adequate provision to meet the educational requirements of students with academic deficiency, linguistic or cultural differences, or other specialized needs of individual students.

(b) Social Criteria.

(i) Family environment. Those who are rejected or neglected for whom no suitable plan can be made.

(ii) Those who do not receive adequate supervision due to parental limitations.

(iii) Those whose family has behavioral problems which imperil the well being of the student.

(iv) Those who may have siblings or other close relatives enrolled in the boarding school and who would be adversely affected by separation.

(v) Those whose behavioral problems are too difficult for solution by their families, or through existing community resources,

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

and who can benefit from the environment of a boarding school without harming other children.

(vi) Those whose health or proper care is jeopardized by the illness of other members of the household and for whom no more suitable arrangements can be made.

(4) Enrollment Procedure. Form 5-6221 (January 1971), "Application for admission to Boarding School", will be used throughout the Bureau for boarding school admissions, except where a locally developed alternative form has been approved by the Central Office. It will be necessary to give assistance to some parents or guardians in the preparation of the form, and it is expected that staff of the local agency will furnish this assistance as well as the liaison assistance necessary to obtain the medical examination when Federal facilities are within reach for this service. (There will be instances when the medical certificate cannot be obtained at the time the application is prepared. If there is no evidence of disease or other disability which would cause rejection of the application, admission will be approved and arrangements made to furnish the physical examination immediately when the child reports to the school.) Otherwise, forms shall be fully completed prior to admission.

D. Dormitories.

(1) Definition. A dormitory is a residential care center operated by the Bureau of Indian Affairs for students attending public school or BIA school.

(2) Attendance Boundaries. Students who need the services of a dormitory will be assigned to the dormitory nearest their home.

(3) Enrollment Criteria. Those students (meeting the 1/4 Indian blood standard) who are members of a federally recognized tribe and meet one or more of the following criteria:

(a) Education Criteria.

(i) Those for whom a public or Federal day school is not available. A school is considered available if it is not severely overcrowded, offers instruction at an appropriate grade level and is located, or served by a bus route, within walking distance of the student's home. Walking distance to a school or bus stop is defined as one mile for elementary pupils and 1-1/2 miles for high school, unless unusual circumstances of student health, terrain, or weather prevail.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

(ii) Those who need special vocational or preparatory training, not available to them locally, to prepare them for gainful employment.

(iii) Those for whom the available school makes no adequate provision to meet the educational requirements of students with academic deficiency, linguistic or cultural differences, or other specialized needs of individual students.

(b) Social Criteria.

(i) Family environment. Those who are rejected or neglected for whom no suitable plan can be made.

(ii) Those who do not receive adequate supervision due to parental limitations.

(iii) Those whose family has behavioral problems which imperil the well being of the student.

(iv) Those who may have siblings or other close relatives enrolled in the boarding school and who would be adversely affected by separation.

(v) Those whose behavioral problems are too difficult for solution by their families, or through existing community resources, and who can benefit from the more structured environment of a boarding school without harming other children.

(vi) Those whose health or proper care is jeopardized by the illness of other members of the household and for whom no more suitable arrangements can be made.

(4) Enrollment Procedure. Form 5-6221 (January 1971), "Application for Admission to Boarding School", will be used throughout the Bureau for boarding school admissions, except where a locally developed alternative form has been approved by the Central Office. It will be necessary to give assistance to some parents or guardians in the preparation of the form, and it is expected that staff of the local agency will furnish this assistance as well as the liaison assistance necessary to obtain the medical examination when Federal facilities are within reach for this service. (There will be instances when the medical certificate cannot be obtained at the time the application is prepared. If there is no evidence of disease or other disability which would

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

cause rejection of the application, admission will be approved and arrangements made to furnish the physical examination immediately when the child reports to the school.) Otherwise, forms shall be fully completed prior to admission.

E. Post Secondary Schools.

(1) Policy. The policy of the Bureau of Indian Affairs is to provide educational and social research services at the post-secondary level that will enable Native Americans to meet those special socio-economic and cultural needs that arise from their relationships to the government as defined both by history and federal statutes. This program of education shall be under the direct administrative responsibility of the Director of of Indian Education Programs as provided in DM 130.6.

(2) Authority. Schools operated by the BIA may include programs of post-secondary, adult, vocational-technical and junior college level to meet the needs of those that so desire to attend a government school. Programs may be operated on a full time or part time day basis or as a residential school. No school may grant certificates, diplomas or degrees, or carry on any programs of instruction unless specifically approved by a Board of Regents (or other recognized governing body) and authorized by the Director of Indian Education Programs.

(3) Scope and Purpose of BIA Operated Post-Secondary Schools.

(a) Southwestern Indian Polytechnic Institute. The primary purpose of the Institute is to provide vocational-technical education in those occupations which have a high employment potential. The Institute is responsible for maintaining an educational, social, and physical environment which will serve its population in the following ways:

- (i) Becoming employable individuals;
- (ii) Becoming economically self-sufficient;
- (iii) Developing self-awareness;
- (iv) Achievement of cultural harmony;
- (v) Development of a program of service to the broad population in areas of special needs;
- (vi) Development of a cooperative program with the total Indian population in post-secondary education;

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

- (vii) Development of a cooperative program with National, State and local institutions of higher education that could be beneficial to the school population.

(b) Haskell Indian Junior College. Offers a comprehensive community college program. The program consists of a four track program of vocational/technical, business, Indian studies, and general education. The college is authorized to grant degrees, diplomas and certificates. The college serves the Indian community by developing and conducting extension and outreach programs, materials and educational tools, workshops and seminars, consultative and research services.

(c) The Institute of American Indian Arts. IAIA's purpose is to serve the entire Native American community as a central research and educational center designed to assist young adults in the exploration of Native American traditions for those viable social factors that can be used to advantage in relating to a technological contemporary society. It concentrates the development of cultural services, particularly in the arts and related fields, that are not currently (nor likely to be) offered in other standard available institutions. The IAIA has the following objectives:

(i) To prepare students to gain professional status in the arts and crafts fields.

(ii) To prepare students for the pursuit of advanced studies.

(iii) To prepare students for gainful employment in arts - related occupations.

(iv) In the lower school: To prepare students to meet the educational equivalents recognized nationally for graduation from the secondary level.

(v) In the upper school: To offer curricula equal in scope and quality to that of simular nationally recognized schools.

(vi) To offer the Associate of Fine Arts Degree to those students who complete the prescribed courses required by the Native American Council of Regents, IAIA, and the Director of Indian Education Programs.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

(vii) Offers non-degree opportunities on a continuing education basis to eligible participants in special studio or independent studies projects.

(viii) To produce inquiring citizens whose functional abilities will be enhanced by an educational structure that is designed expressly to assist Native American students.

(ix) To utilize educational techniques that will result in independent choices for social mobility.

(x) To collaborate with other institutions in the exercise of leadership in the promotion of a sound cultural continuity for all Native Americans.

(4) Enrollment and Class Size. Current appropriations and the requirements of different types of programs should govern the size of classes which are maintained. Care must be exercised to prevent either small classes from draining financial resources or large classes from impairing the learning situation.

(5) Attendance Boundaries. For the schools covered by this manual section, there shall be no attendance boundaries. All eligible to attend are to be enrolled regardless of the state or territory of their residence.

(6) Eligibility for Admission. This shall be on the basis of meeting the Indian blood requirement of one fourth and being a member of a federally recognized tribe. Applications of individuals recommended for attendance are certified by the agency superintendent (or designee) and forwarded to the appropriate school.

(7) Eligibility for Dormitory Residence. Students who have been fully accepted to attend the post-secondary schools shall be eligible to move into the residence halls if they have not been denied the privilege of living in the residence halls as stated in the governing rules, regulations, and policies as approved by the Board of Regents. A loss, breakage, or damage deposit may be required of every student.

(8) Cooperative Relationships. It shall be the responsibility of the schools to develop cooperative relationships with other BIA divisions and programs, and with other Indian schools so that the best interests of the individual student are met.

EDUCATION

Types of Schools

(a) Social Services personnel shall assist the school in providing information (within legal restriction) and services to students enrolled at the schools when those services are not provided by the school.

(b) Agencies and/or tribes will not send a student to these schools until such time as an acceptance notice is issued.

(c) Agencies and/or tribes sending a student to these schools on something other than a residential basis will be certain funding arrangements have been completed before the student arrives.

(d) Schools will work with each other in a consortium to provide the best possible program at the least cost. This cooperation will include, but not be limited to, exchange of students, joint staff use, inter-locking of programs, credit exchange, etc.

(e) Schools will work with tribally sponsored programs of post-secondary education in every way possible to bring about the development of Indian Education.

(9) Discipline. It shall be the responsibility of each school to develop a program of discipline and behavior that is in keeping with existing civil law, and will provide a safe home living and educational environment. The provisions of 25 CFR Part 35 regarding due process are to be part of this section.

(10) Board of Regents. Each school shall have a Board of Regents to direct its program, policy and operation. This board will be composed of duly elected or appointed members as provided by specific by-laws and/or constitution.

(a) Each Board of Regents shall be recognized as the official representative group for that school by the Director of Indian Education Programs.

(b) Each Board of Regents shall develop a memorandum of understanding with the Chief Administrative Officer of each school and the approval of the Director of Indian Education Programs that will provide for the following:

(i) Development, approval, evaluation and change of the fiscal program.

(ii) Development, approval operation, and evaluation of a personnel management program.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

- (iii) Development and implementation of institutional policy and changes thereof.
- (iv) Responsibility of board to function so as not to impair the operation of the school for the lack of board participation.
- (v) Development, preparation, documentation and forwarding to appropriate authority all construction needs.
- (vi) Appropriate programs to meet student needs.
- (c) Board of Regent members may be reimbursed for expenses only when performing a service in an official capacity for the school.
- (d) The Board of Regents may engage the services of a consultant for/on school related matters through the Chief School Administrator with the approval of the Director of Indian Education Programs.

(11) Financial Assistance

- (a) The schools will maintain an office and staff to assist students in securing funds and in counselling them in the use of such assistance.
- (b) The policies controlling financial assistance to students will be developed by the schools and approved by the Board of Regents.
- (c) Whenever possible the financial assistance funds should be incorporated into the operational budget of the school. The school has the responsibility for seeing that the funds are distributed on an equitable basis. The school will develop a schedule of fiscal support related to the local area and the individual student needs.
- (d) The school will maintain close contact with potential resources that are involved with financial assistance to students such as: tribal governments, government agencies (local, state, and federal), foundations, private scholarships and others.
- (e) BIA Higher Education and employment assistance funds are sent directly to the school and are administered in accordance with the school's financial aid program as approved by the Board of Regents.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Types of Schools

(12) Grants and Endowments.

(a) The schools are permitted to seek funds from foundations and other donors for institutional use and development.

(b) The schools shall be permitted to establish an endowment fund as approved by the Board of Regents. This would enable the endowment fund to accept gifts, donations, estates, and real and personal property for institutional use and development.

(c) Funds from other than Interior appropriations can be used for research, special projects, construction, workshops, seminars, development of special materials, and construction of facilities.

F. Cooperative Schools.

(1) Definition. A cooperative school is a school formed when a public school district and the Bureau determine that it is mutually advantageous to jointly operate one school system rather than separate systems.

(2) Policy. Approval or disapproval of cooperative agreements will rest with the Director, Office of Indian Education Programs. Cooperative agreements shall be renegotiated annually. Proposed agreements must be submitted to the Director at least 6 months prior to the beginning of the term for which they are to be effective.

(3) Attendance Boundaries. Will be the legal description of the subject public school district or reservation.

(4) Enrollment Criteria. Students living within the local public school district or reservation shall be eligible to attend the cooperative school.

(5) Enrollment Procedures. Will be defined by the cooperative agreement.

G. Tribal Schools. Funding for the support of tribally operated schools is available under the provisions of 20 BIAM. A distinction is made between contracts which provide for services (food, maintenance, etc.) to a Bureau-operated or public school, and contracts for the complete management and operation of a school outside of the public schools system of the State and, therefore, constituting a private school. The objectives which the contract, private school can meet

EDUCATION
Types of Schools

are: (1) to permit the development of programs for Indian students which might not be possible within the context of the local public school and (2) to enable the tribal group to manage and operate their own schools. A tribal school is considered to be a Federal school for purposes of eligibility to receive funds from the U.S. Office of Education under Public Law 94-142. P. L. 93-638 provides the right of retrocession, at the tribes' request, for previously Bureau operated schools. The authority for new start contract schools and contracts for previously private schools is based in Public Law 93-638.

H. Public Schools. By virtue of their citizenship established by the Act of June 2, 1924, (43 Stat. 253) and the constitutional placement of the educational responsibility at the State level, Indian children and adults are entitled to admission to the public schools of the State within which they reside on the same basis as any other resident citizen. When public schools meet the challenge, they not only provide the opportunity for the Indian student to learn English and other skills which are useful in the nonIndian society, but they allow the members of all cultural groups to develop a concern for the dignity and rights of one another, a positive self-image and an ability to function successfully in the pluralistic society of the United States. Therefore, wherever public school opportunities may be made available within reasonable transporting distance of Indian homes, every effort shall be made to insure that the programs are suited to the needs of the Indian people and to encourage the enrollment of students in these schools. Federal financial aid may be furnished when necessary in accordance with applicable statutes and regulations. Furthermore, whenever adequate arrangements can be worked out with local and/or State authorities to achieve the educational objectives of the Bureau and to safeguard the rights of Indian people, existing Federal school facilities (including lands, structures and equipment) may be transferred to public school administration. Whether the transfer of facilities is involved or not, the transfer of responsibility for the education of Indian students to public schools should be accomplished wherever such a transfer of responsibility can be accomplished to the mutual benefit of the Indian people, the State, and the Bureau.

I. Sectarian Schools. Boarding and day schools for Indian pupils are maintained by several religious denominations. Whether an Indian child attends a Federal, public, or a mission school is a matter to be determined by his parents; however, no form of Federal tuition may be paid for the education of Indian children in sectarian boarding or day schools. In instances where foster home care is justifiable, Federal payments for subsistence only of children in sectarian schools may be

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Types of Schools

made. Payments consisting of a reimbursement of cost for transportation services, noon lunch, textbooks and supplies may be made on behalf of Indian children enrolled in sectarian day schools where there are no available public or Federal day schools in which these children could be enrolled.

BIAM REISSUE
FEBRUARY 1984

Education
Academic and Dormitory Standards

4. ACADEMIC AND DORMITORY STANDARDS

4.1 Philosophy and Goals.

A. Philosophy.

(1) Introduction. In order to give direction and purpose to educational programs, a written statement of education philosophy shall be developed at each school. The philosophy is to address the accumulation of knowledge and skill development, appreciations, attitudes, ideals and interests the school intends to impart to its students. Furthermore, the philosophy shall include statements regarding:

- (a) Conservation of Tribal Cultural/Natural Resources
- (b) Democracy
 - (i) the values of
 - (ii) the process
- (c) Equality
- (d) Individual Freedom
- (e) Political Liberty
- (f) Mastery of Knowledge

(2) Definition. A "philosophy" is a statement of general beliefs, concepts, and values about education that is consistent with the beliefs, and needs of the tribe, community, parents, students and school staff.

B. Goals.

(1) Introduction. Each school shall have a written statement of goals which correlates with the school's philosophy and the needs assessment. The statement shall include how the needs and interests of both the student and the community are being met. Development of the goals shall be accomplished with the participation of the tribe, community, parents, students and school staff.

(2) Definition. A "goal" is the end product toward which the instructional effort is directed (i.e., the intended result). A "goal" is stated in broad, general terms, and should not be confused with the more specific objective (a concise, specific task).

Education
Academic and Dormitory Standards

C. Development of Philosophy.

(1) The statement of philosophy shall be developed by a committee with input and involvement of students, parents, lay citizens, school staff, and tribe or tribes.

(2) The statement of philosophy would then be submitted to the school board for formal approval.

D. Review.

(1) Each school's philosophy and goals statement shall be agreed to and adopted by the local school board.

(2) Each school's philosophy and goals statement shall be reviewed annually by a school committee assigned by the school supervisor to determine possible need for change.

(3) Each school's philosophy and goals statement shall be presented by the school supervisor to the local school board with recommendation for change or leaving the philosophy and goals statement as written at least annually.

(4) A copy of the school board approved philosophy and goals will be submitted to the Agency Superintendent for Education or the Area Education Programs Administrator, whichever is applicable.

E. Dissemination of School Information.

(1) The dissemination of information about the school's minimum academic standards, and basic rules and procedures shall be accomplished through the development of a manual, handbook, brochure, or other written document. The information is to be made available to all staff, students and parents, and the document be explained to all those who request such an explanation.

(2) The handbook(s) shall include but not be limited to:

(a) Philosophy and Goals Statement.

(b) How School and School board policies are developed and administered.

(c) A copy of the school's Student Rights and Responsibilities requirements.

Education
Academic and Dormitory Standards

(d) School practices related to:

- (i) grading
- (ii) graduation requirements
- (iii) attendance
- (iv) special programs
- (v) student activities

F. Responsibility.

(1) The school supervisor shall be responsible for the development of the philosophy and goals statement, and the dissemination listed in paragraph 1E(1) above.

(2) The local school board shall be responsible for the review and adoption of the philosophy and goals statement.

G. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a copy of the written Philosophy and Goals statement which has been approved by the school board;

(2) a copy of the school board minutes where approval of the present written Philosophy and Goals statement was received by the school;

(3) a copy of the school board minutes where the annual review of the Philosophy and Goals statement was made by the local school board. This requirement is not necessary if a new philosophy and goals statement has been made this last year;

(4) a copy of the manual, handbook, brochure or other written document that explains the schools programs and the basic rules and procedures of the school. The topics covered in the document(s) will include at least the following items:

- (a) Statement of Philosophy and Goals
- (b) School Policy development statement
- (c) Statement of curricular offerings
- (d) Student Rights and Responsibilities Handbook
- (e) Schools Grading system

Education
Academic and Dormitory Standards

- (f) Graduation Requirements (if applicable)
- (g) Attendance policy
- (h) Special programs at the school
- (i) Student activities at the school

(5) a copy of cover letter that indicates the school's school board approved Philosophy and Goals statement was submitted to that school's responsible Agency Superintendent for Education or the Area Education Programs Administrator.

H. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to verify compliance with this section:

(1) The statement of Philosophy and Goals was developed with the involvement of students, parents, lay citizens, school staff, and tribe or tribes.

(2) The statement of Philosophy includes conservation of tribal culture and natural resources, values of democracy, devotion to equality, individual freedom, political liberty, democratic process, and the mastery of knowledge.

(3) The statement of goals includes a statement of what the school is attempting to do to meet the needs and interests of its individual students and the community.

Education
Academic and Dormitory Standards

4.2 Administrative Requirements.

A. Introduction. Administrative requirements of the Office of Indian Education Programs (OIEP) operations, are designed to identify staffing requirements for maximum achievement among students and to establish enrollment procedures and attendance policies and boundaries to implement improvement of education opportunities for students.

B. Definitions.

(1) "Admission Policy" means the requirements for enrollment at the school.

(2) "Departmentalized classroom" means classrooms in which a division exists in schools to give instruction in a particular subject.

(3) "Geographical Attendance Boundary" means a given particular region of boundary within a specified attendance area for an established school within an assigned agency.

(4) "Multi-grade classrooms" means classrooms having more than one grade.

(5) "Self-contained classrooms" means classrooms in which all core subjects are taught by one teacher.

(6) "Staffing ratio" means the average number of students assigned to those staff defined as being required for ratio counts.

(7) "Teacher" means a certified staff member performing assigned professional activities in guiding and directing the learning experiences of pupils in an instructional situation.

(8) "Teaching Credentials" means the general process by which the requirements of the state standards in the state where the school is located have been met prior to employment for a teacher in education and the credentials have been maintained.

(9) "Teaching Load" means the total number of individual students assigned to a particular teacher during the instructional day.

C. Standards for Student-Teacher Ratio.

(1) Maximum requirements for student-teacher ratio are as follows:

(a) Self-Contained Classrooms. The student/teacher ratio shall not exceed the following ratio:

Education
Academic and Dormitory Standards

<u>Levels</u>	<u>Ratio</u>
Kindergarten	20.1
1st Grade - 3rd Grade	22.1
4th Grade - High School	25.1

(b) Multi-Grade Classrooms. Membership in a multi-grade classroom shall use the maximum of the lower grade. Grades may be consolidated to meet the student-teacher ratios.

(c) Departmentalized Classrooms.

(i) Student membership in any departmentalized classroom shall not exceed 150 students (ADM) per teacher.

(ii) Activity type classes such as music and physical education classes in the departmentalized classroom may exceed 150 students (ADM).

(d) Exception to the ratio. In situations where the requirements of the Bureau student-teacher ratio conflicts with the academic accreditation of the State or region, the lower student-teacher ratio will prevail. Schools exceeding these specific staffing ratios for over thirty (30) consecutive days during one school year shall submit a justification for a request for a waiver to the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs), through the Agency Superintendent for Education or Area Education Programs Administrator, as appropriate, which may be approved for a period not to exceed one school year and only for the following reasons:

(i) Additional classroom space is not available for establishing another class;

(ii) The school, Agency, Area and Office of Indian Education Programs Applicant Supply Files have been exhausted and the required teacher position cannot be filled. However, efforts to fill the vacancy shall be continued; or

(iii) Lack of school budget may be an acceptable reason but would need to be justified based on particular circumstances.

(e) Substitute Teacher. In the absence of a regular certified teacher, each school shall provide a certified substitute teacher who meets the State substitute teacher qualifications. In the event that such a substitute is not available, the school supervisor will designate an educational employee to perform substitute service not to exceed thirty (30) consecutive school days during any one school year.

Education
Academic and Dormitory Standards

D. Written School Enrollment and Attendance Policies. Each school shall have written school enrollment and attendance policies in compliance with and/or consistent with 25 CFR Part 31, Federal School for Indians; the statutes of the State; and tribal education ordinances.

(1) Development of Enrollment Policy. Each Local School Board will develop a school enrollment policy which includes, but not limited to the following:

(a) The Degree of Indian Blood requirement and proof of Indian blood;

(b) The age of entrance requirements; and

(c) Enrollment of non-eligible students in accordance with 25 CFR Part 39 and 25 U.S.C. §297 provided space is available and no eligible Indian student is displaced.

(2) Approval of Enrollment Policy.

(a) The enrollment policy must be approved locally by the School Board through formal action and submitted to the Office of Indian Education Programs for final approval.

(b) The approved copies of the attendance policy will be disseminated to the schools for implementation.

E. Geographic Attendance Boundaries.

(1) Responsibility.

(a) Each Agency Superintendent for Education, in consultation with local and the Agency School Board, shall establish and implement non-overlapping geographic attendance boundaries within that Agency for each school with the administrative jurisdiction of that Agency. The establishment of such geographic boundaries shall require coordination with contiguous Agencies within the Area and consultation with the Agency or other relevant school boards and/or tribes, and shall be reviewed each year to appropriately adjust for geographic changes in enrollment, changes in school capacities, and improvement of day school opportunities for students.

(b) The Deputy to the Assistant Secretary - Indian Affairs/ Director (Indian Education Programs) shall establish and implement geographic attendance boundaries for each off-reservation boarding school. The establishment of geographic boundaries shall require coordination with Area Education Program Administrators affected by this requirement and the affected tribes.

Education
Academic and Dormitory Standards

(2) Approval.

(a) The established geographic attendance boundaries for the identified schools will be submitted to the Office of Indian Education Programs for final approval by the appropriate Agency Superintendent for Education or the Area Education Programs Administrator.

(b) The approved copies of the geographical attendance boundaries will be disseminated to the schools for implementation.

(3) Revision. Review of the School Enrollment Policy will be made annually by the Agency or Area School Board with input from the local school board. Any revisions are subject to approval of the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs).

(4) Principal Review. Enrollment records to verify compliance with the enrollment and geographic policy will be made by the Agency Superintendent for Education or the Area Education Programs Administrator. Compliance is mandatory.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section.

(1) For all self-contained classrooms, a list of teachers by grade with the number of students during the school's count week and the student-teacher ratio determined for each grade.

(2) For all departmentalized classrooms, a list of teachers and subjects they teach with each teacher's total student membership (ADM) (numbers only) during the schools count week.

(3) A copy of any written waivers which were approved to justify non-compliance with the student-teacher ratio standard.

(4) A written properly approved copy of the school's enrollment and attendance boundaries policy.

(5) A map of the school's properly approved geographic boundaries.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances, which includes the following statements for compliance with this section.

(1) At no time during the school year were the specific listed student-teacher ratios exceeded for more than 30 days without a properly submitted approved waiver received.

Education
Academic and Dormitory Standards

(2) The school is in compliance with the local school's enrollment policy as well as all OIEP regulations pertaining to enrollment of students.

Education
Academic and Dormitory Standards

4.3 Program Needs Assessment.

A. Purpose. The purpose of this section is to prescribe regulations and directions for program evaluations and/or needs assessments for the schools.

B. Definitions. For the purpose of this manual, the following definitions are to provide a general understanding of major terms:

(1) Needs Assessment. A needs assessment is a gathering of opinions, judgments, and facts on the present conditions at a school. It is a comprehensive inquiry into the educational status of the school. It includes various accumulations of information and data using as objective methods as possible to determine the specific educational needs of the students. The assessments must receive input from students, parents, tribal members, and educators in development of student needs and will, therefore, be somewhat subjective in nature.

(2) School Program Evaluation. Evaluation is a comprehensive study of the results of the needs assessment to determine the specific needs of the students at that particular school. The evaluation will determine if the school's written philosophy is still valid or will establish criteria for developing a revised philosophy. Program objectives are reviewed for revision to meet the expressed needs of the students. The major intent of the evaluation is to determine the degree to which the school's programs are implementing the stated philosophy of education and the degree to which goals are being met by existing programs.

C. Policy. Beginning with the second complete school year following the issuance of this manual, each school shall complete a formal needs assessment every seven (7) years.

D. Responsibility. It is the responsibility of each school supervisor to see that the required school program evaluation/needs assessment is completed satisfactorily. A copy of such evaluation/needs assessment is to be forwarded to the Agency Superintendent for Education or Area Education Program Administrator upon completion of the document. The Director will provide a model for an evaluation/needs assessment for use by the school supervisor.

E. Process. The completion of this process can be done in one of several different formats. The format that is used can be the same as the format used for evaluation/self-study used by regional accreditation associations. In fact, it is recommended that the same evaluation/needs assessment be used to meet the criteria for both the regional accreditation association as well as for the requirements of this section. One of the accepted formats for the evaluation/needs assessment is the method outlined by Evaluative Criteria, Evaluative Criteria for Junior High Schools, Elementary School Evaluative Criteria, all published by the National Study of School Evaluation. The steps to be followed in the evaluation process include:

Education
Academic and Dormitory Standards

- (1) A self-study completed by the staff of the school with input from students, parents, community, and tribes.
- (2) A visit to the school by an external team for the purpose of making an evaluation of the school in terms of the BIA standards.
- (3) Submission of the visiting team's report to the school, the Area/Agency Office, and the local school board.
- (4) Development of a response to the team recommendations by the school staff following the format and timeline established by the accreditation process.
- (5) Development and implementation of a school improvement plan.

F. Required Elements. Each school's evaluation/needs assessment design shall provide objective and quantitative analysis of at least the following areas of the school's program:

- (1) School philosophy and objectives
- (2) Administrative and organizational requirements
- (3) Program planning and implementation
- (4) Curriculum development and instruction
- (5) Grading requirements
- (6) Promotion requirements
- (7) Graduation requirements (if they are applicable)
- (8) Library/media
- (9) Textbooks and other instructional materials
- (10) Counseling services
- (11) Medical and health services
- (12) Student activities/recreation
- (13) Transportation services
- (14) Staff certification and performance

Education
Academic and Dormitory Standards

- (15) Facilities (school plant)
- (16) School procedures and policies (operational manual)
- (17) School board operations
- (18) Dormitory operations (if applicable)

G. Other Needs Assessment Models. For schools not interested in the model of evaluation/needs assessment described above, the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) will provide and distribute to the schools a standardized needs assessment/evaluation instrument for their adoption and use.

H. Schools in Regional Accreditation Associations. Schools having regional accreditation may submit a copy of their current self-study evaluation to the Agency Superintendent for Education or Area Education Programs Administrator and continue in the same cycle as required by the accreditation association which will meet the requirements of this section.

I. Statement of Education Needs. The statement of education needs is the most important part of the needs assessment/evaluation and is an interpretation by some group or individual. The resulting statement is a list of educational needs which identify the difference between the current status of the students at the school and the desired goals of the students as indicated by the supporting documents developed in the assessment process.

J. Plan of Action. The next item in the needs assessment is the plan of action which describes in detail, including timelines, the school's plans to meet the educational needs identified for the students. The plan would normally include:

- (1) Plans to review or revise the school's philosophy.
- (2) Plans to review or revise the objectives of the different programs of the school.
- (3) Plans to restructure the curriculum offerings of the school based on the educational needs.
- (4) Other changes at the school necessary to meet the determined educational needs of the students.

K. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance with this section:

Education
Academic and Dormitory Standards

(1) A copy of the most recent North Central Accreditation self-study evaluation or other such document which meets the requirements of 25 CFR Part 36.12.

(2) A copy of the statement of needs which identifies the difference between the current status of students and the desired goals for the students. (This may be part of the NCA self-study evaluation.)

(3) A copy of the plan of action to remediate assessed needs. (This may be part of the NCA self-study evaluation.)

L. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances which includes the following statement to be in compliance with this section:

A questionnaire was disseminated to parents, tribe(s), school staff, and students and the results were compiled according to the above categories of community/school members.

Education
Academic and Dormitory Standards

4.4 Curriculum Development.

A. Purpose. The purpose of this section is to prescribe minimum requirements and direction for standards in developing a school curriculum.

B. Definitions. For this particular section the following definitions are provided:

(1) Curriculum. All of the experience that individual learners have in a systematically selected program of education where subjects, academic and non-academic are being taught and whose purpose is to achieve broad goals and related specific objectives.

(2) School Philosophy. A written statement that establishes the framework of the basic principles of education which expresses both the school's and staff's convictions on such essential points as the scope of the school's responsibility for the education of youth, the nature of the education process, the content and methods of instruction, desirable types of student activities, and the outcomes to be attained. The philosophy gives direction to the objectives and affects every policy and every activity of the school.

(3) Program. Any subgroup of the school organization such as an academic department, guidance department, dormitory program, or recreation department that has formal organized student activities.

(4) Statement of Purpose. A brief written statement that outlines the responsibilities and purpose of the program based on the school philosophy.

(5) Measurable Objectives. Objectives written in such a way that a quantitative measure can be placed on the expected outcome which will be used to evaluate student progress at the end of the course or program.

(6) Evaluation. A systematic analysis of the objectives of a program after it is completed.

C. Policy. Each school shall implement an organized program of curriculum development involving certified and non-certified staff, students, and members of the local community.

D. Authority. It is the responsibility of the local school supervisor to implement the requirements of this section and to report activities of curriculum development committees to the local school board.

E. Process. The curriculum development program activities shall be based on an analysis of school programs and shall be directly related to needs assessment and evaluation. The staff and community shall be involved in

Education
Academic and Dormitory Standards

planning programs, writing objectives or programs, and program activities. The prepared written course outlines of the measurable objectives of each academic subject area or course will be combined in a comprehensive curriculum guide.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

- (1) membership list of curriculum development committee;
- (2) a copy of the school's philosophy, goals and objectives;
- (3) a copy of the most recent needs assessment and program evaluation conducted at the school;
- (4) a copy of the course objectives for each course in the education program at the school.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statement(s) to be in compliance with this section:

- (1) The developed objectives of the academic program meet student and teacher needs.

4.5 Minimum Program of Instruction.

A. Introduction. The minimum program of instruction provides for the developmental needs of children, takes into account the unique qualities and needs of the community, is designed through consultation with the school board and establishes a foundation for children to become successful members of society.

B. Authority. The Office of Indian Education Programs has the responsibility for ensuring that appropriate learning opportunities for Indian students are provided through the establishment of a minimum program of instruction and a minimum standard for the length of the instructional day and year.

C. Policy.

(1) It is the policy of the Office of Indian Education Programs that each school shall meet the applicable minimum programs of instruction. A school that has difficulty in meeting these minimum academic program requirements may seek alternative ways of meeting portions of the minimum program.

(2) It is the policy of OIEP that each high school shall meet the graduation requirements provided except as indicated in this manual.

D. Definitions.

(1) Minimum academic programs. Those instructional areas that are determined as essential preparation for students to be active, contributing members of our democratic society.

(2) Intra-School Programs. Those instructional or resource programs that provide services to the students in a variety of grades and instructional levels. Examples are libraries, recreation programs and athletic programs.

(3) Developmental Learning. A view of learning that acknowledges that as a student grows and matures he/she changes, not only in the amount of information that can be processed, but also in the ways in which that information is processed. Developmental learning asserts that current learning is based upon prior learning.

(4) Multi-cultural/Multi-ethnic dimensions. Considerations based on exposure to and analysis of the cultural values and styles of learning in three or more cultures.

E. Minimum Program of Instruction. The purpose of the Minimum Program of Instruction is to insure a sequential program of learning appropriate to the uniqueness of Indian communities and to establish a national baseline for OIEP academic programs.

Education
Academic and Dormitory Standards

(1) Length of school term and day. All schools shall provide an educational program of studies which is conducted for not less than 180 instructional days per school term. Regular program students shall be in instructional activities, exclusive of lunch (which must be at least 30 minutes a day), in accordance with the following minimums: Kindergarten - 2.5 instructional hours/day; grades 1-3 - 4.5 instructional hours/day; grades 4-6 - 5.0 instructional hours/day; grades 7-12 - 5.5 instructional hours/day.

(a) If an emergency arises from an uncontrollable circumstance during the school day which results in the dismissal of students by the school administration, the day may be counted as a school day provided that three-fourths of the instructional hours are met.

(b) The educational program shall include multi-culture and multi-ethnic dimensions designed to enable students to function effectively in a pluralistic society.

(2) Multi-Cultural/Multi-Ethnic Dimensions. Local administrators must assure that the program of instruction includes the multi-cultural variations inherent in local, state, regional, national and world cultures. (e.g. the progression might start with the family, then move to community, then the state...)

(3) Intra-school Program. All Intra-School programs (i.e. library, labs, physical education, music, etc.) which directly affect student instruction shall commence at the beginning of the school term, as soon as students have been assigned to classes. These services shall continue until the final class period at the close of the school term.

(4) Waivers on minimum program. A school that has difficulty meeting these requirements may seek alternate ways of meeting some or all portions of the minimum program. This may occur by choice or because, for reasons outside the control of the school, it is unable to meet the requirements. In either case, an acceptable plan for meeting these requirements will be developed by the principal in consultation with the school board and presented to the Agency Superintendent for Education or Area Education Program Administrator before the start of school.

F. Responsibilities. For the purposes of this section the following standards will be in effect.

(1) The local school supervisor and the school board will be responsible for establishing a policy which is in compliance with this standard and, where appropriate, tribal truancy codes.

Academic and Dormitory Standards

(2) The Principal with the board through a program of public information will explain to the parents and community the educational importance of regular school attendance.

G. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section.

(1) a copy of the school board's approved calendar that indicates the school's instructional program is 180 days or more in length.

(2) a copy of the schools schedule of classes, including times of periods, indicating that the required time requirements as defined in 25 CFR Part 36.20(b) are being met.

H. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statement(s) to be in compliance with this section:

All intraschool programs (library, labs, PE, Arts, etc.) are open at the beginning of the school year and remain open through the final day.

4.6 Kindergarten Instructional Program.

A. Introduction. Kindergarten is a readiness year for personal, social and conceptual growth.

B. Definitions.

(1) Kindergarten. A group of students in a class that is organized to provide educational experiences for children for the year immediately preceding the first grade.

(2) Goals. A statement of what the school system is attempting to do to meet the comprehensive educational needs and interests of its pupils, in accordance with its statement of philosophy.

C. Policy. It is the policy of the OIEP that the kindergarten year establish a foundation for the child in forming concepts and in developing a language facility to communicate ideas in relation to those concepts.

D. Authority. The OIEP has the responsibility for insuring that an appropriate kindergarten program for Indian students is provided through the administration of a school system and support activities must meet pre-determined goals. In so doing, the kindergarten program facilitates individual and program accountability in compliance with established policies set forth in this section.

E. Scope. A kindergarten program shall include but not be limited to:

- (1) language (observing, listening, speaking).
- (2) exploration of the environment (number, space and time relationships, natural science).
- (3) psychomotor and socialization development.
- (4) development of imaginative and creative tendencies.
- (5) health education inclusive of the requirements contained in the Act of May 20, 1886, 24 Stat. 69.
- (6) tribal and native cultural heritage.

F. Purpose. The purposes of a kindergarten program within the OIEP are to:

- (1) sharpen visual acuity of shapes, forms, and configurations.

Education
Academic and Dormitory Standards

- (2) develop sensitive auditory awareness of sounds and the rhythm of language.
- (3) build relationships of time, or space, or cause and effect.
- (4) emphasize a risk-free language-rich environment in all activities.

G. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

a copy of any State requirements in area of kindergarten.

H. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

- (1) The actual program of instruction provided by the kindergarten program includes the components of (1) language, (2) exploration of the environment, psychomotor and socialization development, development of imaginative and creative tendencies, health education and tribal and native cultural heritage.
- (2) Applicable state requirements for kindergarten programs are being met.
- (3) The kindergarten program provided meets the needs and interests of the pupils and assists the students in developing positive feelings toward themselves and others.

Education
Academic and Dormitory Standards

4.7 Elementary Instructional Program.

A. Purpose. The elementary instructional program shall provide a variety of learning experiences in skills, abilities and attitudes needed for the wide range of needs and interests of children in grades 1-6. It is the purpose of the elementary instructional program to provide children with experiences which integrate the affective, cognitive and psychomotor dimensions of learning with emphasis on language development and performance within today's society.

B. Definitions.

(1) Basic academic skills. The abilities acquired by observation, study, or experience in mental and/or physical performance (e.g., proficiency in planning and investigating, operational techniques, comprehension, organization, execution, remembrance and application of knowledge to acquire a desired result) basic to the mastery of school work or other activity.

(2) Content Area. The usual school subjects of instruction, such as: language arts, mathematics, science, social studies, fine arts, practical arts, health, and physical education.

(3) Goals. A statement of what the school system is attempting to do to meet the comprehensive educational needs and interests of its pupils, in accordance with its statement of philosophy.

(4) Indian Tribe. Any Indian tribe, band nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(5) Discovery Approach. Learning activities based upon the student's own observation and exploration to reach a conclusion.

(6) Problem Solving. Science activities which begin with questions to be solved, not principles to be memorized. It involves forming hypotheses, gathering data, interpreting data, testing hypotheses, and drawing conclusions.

C. Policy. It is the policy of the OIEP that the elementary instructional program stress the teaching of those concepts that lead the child to an understanding of the structures of the various disciplines in which current knowledge of the world is organized and his/her tribal and native cultural heritage is utilized.

Education
Academic and Dormitory Standards

D. Authority. The local school supervisor has the responsibility for insuring that an appropriate elementary instructional program for Indian students is provided through the administration of a school system and support activities must meet pre-determined goals. In so doing, the elementary instructional program stimulates intellectual development through interaction of child, teacher, and materials (manipulative and non-manipulative). The elementary instructional program facilitates individual and program accountability in compliance with established policies and standards set forth in this section.

E. Process. The elementary instructional program shall include but not be limited to:

(1) Core Curriculum.

(a) Language Arts which includes receptive language arts activities of reading and listening and the expressive activities of speaking and writing. While it is important to the child's self-concept that his/her first language be respected, it is critical to the language arts that a sequential program of teaching English meets the needs of a native speaking child.

(b) Mathematics which stresses the importance of patterns and relationships as the child moves from concrete experiences to abstract ideas. Appropriate methods should employ meaningful applications of concepts and fundamental operations.

(c) Social Studies which starts in the kindergarten with a study of the home and broadens into the school, the community, the city, the world, etc. as the child's knowledge and understanding of his/her native culture, people and places widen.

(d) Sciences which utilizes an interdisciplinary approach to life, earth, and physical sciences, including the conservation of natural resources. The Discovery Approach and Problem Solving Methods must be included.

(e) Fine Arts enrich the life of each student through a continuity of experiences including art, music, drama, and dance that stimulate self-expression.

(f) Physical Education uses a variety of structured locomotor and non-locomotor activities for psychomotor development. Extra-curricular sports are supplementary to the school's physical education program.

(2) Integrated Content Areas.

(a) Career Awareness. A variety of career opportunities will be explored in grades 4-6.

Education
Academic and Dormitory Standards

(b) Environmental and safety education. A sequential understanding of rules and concepts relating to the world in which they live and play will be taught in all grades.

(c) Health Education. General health education including topics on substance abuse must be taught at all grade levels.

(d) Metric education. Topics on metric education will be explained at all grade levels.

(e) Computer Literacy. Students at all grade levels will be exposed to the operation and function of the computer and students in grades 3-6 will be able to demonstrate the operation of a computer.

(f) Tribal and native cultural heritage. Consideration of contemporary and traditional learning styles, customs, values and language which the student encounters in his/her home environment will be taught at all grade levels.

(g) Library skills. Students at all grade levels will be taught skills in researching topics through print and non-print media.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) A master schedule of all subjects taught and when they are taught.

(2) Duty schedule for each teacher that will explain the daily role and responsibilities of each teacher.

(3) Copy of approved waivers to regulations will be made available.

(4) Statement explaining plan for integrating career awareness, environmental and safety education, health education, metric education, computer literacy, and tribal and native cultural heritage.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to verify compliance with this section:

(1) The core curriculum reflects the school philosophy and meets the needs of the students and community.

(2) Career awareness, environmental and safety education, health education, computer literacy, library skills, and tribal and native cultural heritage are integrated into the curriculum.

Academic and Dormitory Standards

4.8 Junior High/Middle School Instructional Program.

A. Introduction. The instructional program should be designed to specifically meet the needs of pre and early adolescent students. The particular grade grouping pattern selected by the local school should be chosen to reflect not only the common universal needs of children at this age level, but also should reflect a knowledge of local tribal values. A Junior High/Middle School concept may include the traditional grades of 6th, 7th, 8th, and 9th in any of a variety of patterns. (example: 7th, 8th; 6th, 7th, 8th; 7th, 8th and 9th). Programs which include 9th graders must meet high school standards for the 9th graders. Schools that have 7th and 8th grade students must meet the requirements of this standard.

B. Definitions.

(1) Computer Literacy. The general range of skills and understanding needed to function effectively in a society increasingly dependent on computer and information technology. In junior high this would include hands - on work with computer hardware.

(2) Curriculum. A natural outgrowth of the school's philosophy based upon identified student needs and clearly communicated to the students, staff, and community. It includes knowledge, skills, values and attitudes which the students are to acquire. Listed are specific measurable learning objectives for each grade in each subject describing clearly what teachers are expected to teach and what students are expected to learn.

(3) Fine Arts. Courses in music, art, drama, dance, theatre, etc. that stimulate self-expression, thereby enriching the student's life experience.

(4) Physical Education. Courses including lifelong health and fitness information and activities. Participation in the school's sports or cheer-leading programs do not meet this requirement.

(5) Practical Arts. Courses focused on the development of readily useable skills. This includes courses such as business, typing, home economics, and exploratory vocational classes.

(6) Unit. One Carnegie unit defined as at least 40 minutes of direct instruction per day, 5 days per week for 36 weeks, 120 clock hours of teacher-student contact (see also "unit" under section 4.12 in this manual).

C. Policy. It is the policy of the OIEP that the minimum program of instruction for junior high/middle school students provide intense, comprehensive course offerings in all areas listed in paragraph 4.8D interwoven throughout the fabric of the curriculum offerings are to be a direct outgrowth and

Education
Academic and Dormitory Standards

continuation of earlier learning in the elementary program and must prepare the student for successful later learning in High School, College and most importantly life as an adult.

D. Minimum Program of Instruction. (1) This section provides the standard for a minimum program of instruction for all students in all Junior High and Middle Schools. The curriculum shall include the following required instructional content areas but need not be limited to:

- (a) Language Arts. One unit shall be required of each student every year.
- (b) Social Studies. One unit shall be required of each student every year.
- (c) Mathematics. One unit shall be required of each student every year.
- (d) Science. One unit shall be required of each student every year.
- (e) Fine Arts and Practical Arts. One unit each shall be required of each student in the junior high/middle school instructional program.
- (f) Computer Literacy. One unit shall be required of each student in the junior high/middle school instructional program.
- (g) Physical Education. One unit shall be required of each student in the junior high/middle school instructional program.

(2) The following content areas shall be integrated into the minimum instructional content areas at every grade level and in every appropriate instructional unit. (See also Elementary.)

- (a) Tribal and native cultural heritage.
- (b) Career exploration and orientation.
- (c) Environmental and safety education.
- (d) Metric education.
- (e) Consumer economics (including personal finances).
- (f) Health education (includes meeting the requirements contained in 24 Stat. 69-see Secondary Education).

Education
Academic and Dormitory Standards

(3) The content areas identified in paragraph 2 may be offered as specific courses if so desired by the school/local school board.

(4) Languages other than English are encouraged to be offered as content areas beginning at junior high/middle school level. Native language may be included.

(5) Student enrollment in any laboratory or vocational exploration class shall be consistent with applicable health and safety standards.

E. Purpose. The purpose of the junior high/middle school instructional program is to meet the unique educational, social, psychological, physical and cultural needs of the pre and early adolescent students. Through this program they will be motivated and challenged to reach their fullest potential. Through an aggressive career exploration and awareness program students will be strongly encouraged and motivated to continue their schooling. The junior high/middle school program must:

(1) Lay a firm foundation for later learning.

(2) Prepare students to assume a productive role in society at large (both tribal and national), thru the inclusion of instruction in survival skills for all 7th and 8th graders.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a copy of the schedule of classes for the school which will indicate compliance with the instructional content areas required by paragraph D of this section;

(2) a copy of any safety reports or statements by safety officer, any employee, or any support personnel listing any Safety or Health standards not being maintained or met in the laboratories and/or vocational classes. Special notice should be made of unsafe equipment or facilities that do not meet applicable Office of Safety Health Administration standards;

(3) a copy of any applicable state standards for junior high/middle schools.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to verify compliance with this section:

(1) The junior high/middle school instructional program reflects the schools philosophy and the needs of the student and the community.

Education
Academic and Dormitory Standards

(2) The junior high/middle school instructional program is part of a progressive development that begins in the elementary school and continues into the secondary program.

(3) Career exploration and orientation, environmental and safety education, metric education, consumer education and health education are integrated into the curriculum.

(4) All applicable health and safety standards are being met in any laboratory or vocational exploration classes.

(5) The junior high/middle school program meets or exceeds any applicable state standards.

(6) Languages other than English are offered in the curriculum of the junior high/middle school, if possible, at the school.

Education
Academic and Dormitory Standards

4.9 Secondary Instructional Program.

A. Purpose: The purpose of this section is to provide the standards, guidelines and direction for implementation of the regulations pertaining to the secondary instructional program.

B. Definition. The following definitions are to provide a common understanding of the terminology in the implementation of this chapter.

(1) Community. Includes people who live within the geographical area of the defined school boundaries.

(2) Fine Arts. Includes courses in music, visual arts, dance, drama, theatre or any other fine arts courses as defined by the local school board or local school curriculum committee. Appreciation courses may be included in the above areas.

(3) Language Arts. Include courses relating to listening, speaking, reading and writing in English as defined by the local school board or local school curriculum committee.

(4) Language other than English. Include Native American languages as well as foreign languages.

(5) Practical Arts. Includes those courses whose objectives prepare the student for independent living through employment and/or marriage.

C. Policy. Each secondary instructional program shall implement the BIA Educational Standards at the beginning of the 1988-89 school year with the graduating class of 1992.

D. Responsibility. It is the responsibility of each school supervisor to implement the BIA Educational Standards at the beginning of the 1988-89 school year. Each school supervisor shall report the progress of this implementation periodically to the school Agency Superintendent for Education and Area Education Programs Administrator. (Refer to Section 4.17 Monitoring and Evaluation Responsibilities.)

E. Process. (Curriculum) Each secondary instructional program shall assure that the following requirements are provided in the schools program of instruction.

(1) The secondary instructional program shall reflect the philosophy of the student, tribe, community, and school, and an awareness of the changing world. The secondary instructional program shall encompass grades 9 through 12. The philosophy shall be determined by the outcome of the needs assessment (refer

Education
Academic and Dormitory Standards

to Section 4.3 - Program Needs Assessment.) The Tribal input into the school philosophy shall reflect the views of the tribe or tribes represented by the student body. The school philosophy shall include the input of the students and the academic staff.

(2) The secondary instructional curriculum shall include the following content areas:

- (a) Language arts (communication skills).
- (b) Sciences.
- (c) Mathematics.
- (d) Social Studies.
- (e) Fine Arts and Practical Arts.
- (f) Physical Education.
- (g) Language other than English.
- (h) Driver Education. (See guidelines available from the applicable State Department of Education.) Driver Education shall be included only in those states whose education laws mandate such a requirement.
- (i) Vocational Education. Curriculum shall be designed and directly related to actual occupational trends (national, regional, and local) and to introduce and familiarize students with various occupations in technology, industry, and business, as well as required special skills and the training requisites. Programs shall be directed toward assisting students in making career choices and developing consumer skills and may include the following:

- (i) vocational exploration,
- (ii) vocational skill development, and
- (iii) school/on-the-job cooperative education programs.

(3) The following shall be integrated into the curriculum:

- (a) Consumer economics (including personal finances),
- (b) Metric education,

Education
Academic and Dormitory Standards

- (c) Safety education, and
- (d) Health education. (In addition, the program shall meet the requirements contained in 24 Stat. 69.)
- (4) Consumer economics, metric education, and safety education shall be integrated interdepartmentally into current course offerings. Health Education may be a separate program or part of the physical education program as determined by the local school board or local school curriculum committee.
- (5) The 1886 Statute (24 Stat. 69) requires that alcohol and drug abuse be included in the Health Education Program:

CHAP. 362. - An act to provide for the study of the nature of alcoholic drinks and narcotics, and of their effects upon the human system, in connection with the several divisions of the subject of physiology and hygiene, by the pupils in the public schools of the Territories and of the District of Columbia, and in the Military and Naval Academies, and Indian and colored schools in the Territories of the United States.

"BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That the nature of alcoholic drinks and narcotics, and special instruction as to their effects upon the human system, in connection with the several divisions of the subject of physiology and hygiene, shall be included in the branches of study taught in the common or public schools, and in the Military and Naval Schools, and shall be studied and taught as thoroughly and in the same manner as other like required branches are in said schools, by the use of textbooks in the hands of pupils where other branches are thus studied in said schools, and by all pupils in all said schools throughout the Territories, in the Military and Naval Academies of the United States, and in the District of Columbia, and in all Indian and colored schools in the Territories of the United States.

SEC. 2. That it shall be the duty of the proper offices in control of any school described in the foregoing section to enforce the provisions of this act; and any such officer, school director, committee, superintendent, or teacher who shall refuse or neglect to comply with the requirements of this act, or shall neglect or fail to make proper provisions for the instruction required and in the manner specified by the first section of this act, for all pupils in each and every school under his jurisdiction, shall be removed from office, and the vacancy filled as in other cases."

Approved, May 20, 1886.

Education
Academic and Dormitory Standards

(6) The high school program shall provide program coordination with feeder schools, career direction, and will provide, through general course objectives, preparation for the student entering independent living through employment, post-secondary education, and/or marriage. The high school supervisor will coordinate curriculum offerings with their feeder schools by becoming aware of the courses taught and the programs offered at the junior high level. The high school counseling program will provide the students with career direction through testing and awareness programs.

(7) Yearly class schedules shall take into account the graduation requirements of each student. High school counselors shall maintain records of each student to insure program procedure.

(8) Student enrollment in any laboratory or vocational class shall be consistent with applicable health and safety standards.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a written document showing the school's class schedule for the year that indicates meeting the requirements listed in paragraph E(2) of this section;

(2) a list of any health or safety standards that any safety officer, employee or support personnel has submitted indicating any problems with meeting the requirements of this standard;

(3) a copy of any applicable state standards in the area of secondary education.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements if the school is to be in compliance with this section:

(1) The secondary instructional program reflects the philosophy of the students, the tribe or tribes, the community and the school and has an awareness of the changing world.

(2) The local school supervisor provides program coordination with feeder schools, career direction and preparation for independent living.

(3) Consumer education, metric education, safety education and health education (includes drug and alcohol abuse) are integrated into the school curriculum.

(4) The yearly class schedule takes into account the graduation requirements of each student.

Education
Academic and Dormitory Standards

(5) Laboratory or vocational classes meet all applicable health and safety standards.

(6) Vocational education curriculum is designed and directly related to actual occupational trends (national, regional and local) and to introduce and familiarize students with various occupations in technology, industry and business, as well as required special skills and the training requisites.

(7) The vocational program is directed toward assisting students in making career choices and developing consumer skills.

(8) The secondary program meets or exceeds any applicable state standards.

4.10 Grading Requirements.

A. Purpose. The purpose of this section is to provide guidelines and direction for implementation of the regulations pertaining to grading requirements.

B. Definitions. The following definitions are to provide a common understanding of the terminology in the implementation of this section.

(1) Mastery. The satisfactory completion of the course objectives as determined by the local school curriculum and approved by the local school board.

(2) Prescribed objectives. The pre-determined specific measurable standards (goals) that students must attain in order to satisfactorily complete a given course.

C. Policy. Each school shall implement the BIA Educational Standards at the beginning of the 1988-89 school year.

D. Authority. It is the responsibility of the school supervisor to see that the requirements of this section are implemented and to report such implementation to the school board of education.

E. Process.

(1) Each school shall implement a uniform grading system which assesses a student's mastery of the prescribed objectives of the courses of study undertaken. Each course shall have pre-determined measurable objectives for each course as stated in the curriculum. The mastery of the course objectives shall be the primary measure of grading, the granting of credit in each course and reporting of student grades on report cards. It is recommended that the students are made aware of these course objectives and the grading system prior to the presentation of each unit taught.

(2) The information derived from student instructional evaluations shall be shared with the students and parents, and shall be used to give teachers and students direction for subsequent learning activities. Instructional testing results will be shared with the students tested. Parental reporting is desirable when the students do not pass tests. In residential schools, dormitory personnel should also be notified of the student's less than satisfactory performance in a given course. This communication to parents and dorm staff may be on a progress report form.

(3) Parent/teacher and parent/teacher/student conferences focused on the student's instructional progress and development shall be held, where

Education
Academic and Dormitory Standards

feasible and practical, to provide an additional means of communication between home and school. Residential schools may meet this standard by documenting the communication of student grades on report cards to parents.

(4) Each school shall issue a report card to parents of students who are under the age of eighteen (18) and to students eighteen (18) years of age and older on a regular basis, but not less than four (4) times yearly. The report card shall include, but not be limited to, the following sections:

- (a) Recommendations and probable promotion status;
- (b) Appropriate signatures and request for return of report cards; and
- (c) Student attendance record.

(5) The local school, with the school board approval, shall design a report card form which includes at least the three (3) items stated above. The recommendations and probable promotion status shall include the current academic achievement status in a given course. The student attendance record may include excused and unexcused absences and tardies distinguished as separate entries. The Agency/Area Education Office may desire a common report card for all their schools.

(6) A summary of each year's final report card shall become part of the student's permanent school record.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

- (1) a calendar of school activities describing the end of grading periods, parent/teacher conferences, and when reports will be mailed;
- (2) course objectives for each subject area and/or course;
- (3) a copy of the standard report card used by school to report to parents the academic progress of students;
- (4) written explanation of method used to report student achievement on a report card. The intent of this document will explain the meaning of a mark, whether it be a number, letter, or percent.

G. Statement of Assurances. It is the responsibility of the local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

Education
Academic and Dormitory Standards

- (1) The mastery of prescribed course objectives is the primary measure of academic achievement for reporting grades.
- (2) The information derived from the evaluation of instruction is shared with students and parents.

Education
Academic and Dormitory Standards

4.11 Student Promotion Requirements.

A. Purpose. The purpose of this section is to provide the standards, guidelines and direction for the implementation of the regulations pertaining to student promotion requirements.

B. Definitions. The following definitions are to provide a common understanding of the terminology in the implementation of this section.

(1) Criterion - referenced test. A test that uses predetermined objectives to measure specific skills within a subject area.

C. Policy. Each school shall establish and implement a promotion policy which shall be submitted to and approved by the local school board and Agency Superintendent for Education or Area Education Programs Administrator at the beginning of the 1988-89 school year with the graduating class of 1992.

D. Responsibility. It is the responsibility of the school supervisor to see that the requirements of this section are implemented and reported to the Agency Superintendent for Education or Area Education Program Administrator.

E. Process.

(1) The requirements for student promotion shall include, but not be limited to, the following:

(a) Each grade level or equivalent shall have minimum criteria for student promotion based primarily on measurable mastery of the instructional objectives.

(b) As an example, high school students could be classified by grade based on the number of credits earned while in school. The number of credits should be in proportion to the number of credits required to graduate. If a school required 20 credits for graduation the following could be an example of this:

Example

Below 4 credits	=	Grade 9
4 - 8 3/4 credits	=	Grade 10
9 - 13 3/4 credits	=	Grade 11
14 or more credits	=	Grade 12

(2) Criterion - referenced tests that evaluate student skills shall be utilized for measuring the mastery of instructional objectives. The evaluation results shall form the basis for the promotion of each student.

Education
Academic and Dormitory Standards

(3) A student who has not participated, either directly or through approved alternative instructional methods or programs, in a minimum of 160 instructional days per academic term or 80 instructional days per semester without a written excused absence shall not be promoted. A school board or a school committee may review a promotion decision and, if warranted due to the compelling and/or extenuating circumstances, rescind in writing such action on a case-by-case basis. Alternative instructional methods shall be submitted in writing for approval by the Agency Superintendent for Education or Area Education Programs Administrator, as appropriate.

(4) High school students shall earn credits, or fractions of credits based on year (1 credit), semester (1/2 credit), or quarter (1/4 credit) periods.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a copy of the school board and Agency Superintendent for Education and/or Area Education Programs Administrator, as appropriate, approved policy for promotion based on the minimum criteria used for student promotion from grade to grade. It should indicate that the promotion is based primarily on the mastery of measurable instructional objectives;

(2) a copy of the school's attendance policy that states a student must attend a minimum of 80 instructional days per semester or his/her credits/grades will be withheld unless the absences are excused;

(3) a copy of any alternative instructional methods or procedures that the school has received from the Agency Superintendent for Education or the Area Education Programs Administrator, whichever is appropriate, concerning required school attendance;

(4) a copy of the high school's policy concerning how students earn credit;

(5) a written policy statement of how either the local school board or a local school committee reviews and/or rescinds promotions on a case-by-case basis if a policy exists at the school.

G. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

Criterion-referenced tests are being used by the staff to measure the attainment of instructional objectives which are used for determination of student promotions.

Education
Academic and Dormitory Standards

4.12 High School Graduation Requirements.

A. Purpose. The purpose of this section is to explain the graduation requirements necessary for a student to graduate from a Bureau operated high school.

B. Definitions. The following definitions are meant to provide a common understanding of the terminology in this section.

(1) Diploma. A certificate that indicates that a student has completed the graduation requirements of the school. In this case it also means the requirements of this section as required by the Bureau.

(2) Unit or credit. One carnegie unit which is defined as at least 40 minutes of direct instruction per day, five days per week for 36 weeks. At least 120 clock hours of teacher-student contact.

(3) Tribal History/Government. A course that requires one-semester for seniors, focusing on the history of the United States government's American Indian policy. It reviews the special relationships between the United States and the tribes. A goal of this course is that by studying the past and present Tribal government operations, young Native Americans will be effective in solving problems and charting future endeavors.

(4) Indian Studies. A one-semester required course for seniors, emphasizing appreciation for Indian tradition. The course also encourages student adaptation to essentialities of the present, because people, regardless of which culture, have equal interest, concerns, responsibilities and opportunities in the United States and in the world.

(5) Physical Education. Courses including life-long health and fitness information and activities. Participation in the school's sports programs or team or cheerleading does not meet this requirement.

(6) Practical Arts. Courses that provide basic skills in an occupational cluster that provide a background in basic skills as well as job seeking and job-keeping skills.

(7) Fine Arts. Courses in music, art, drama, dance, theatre, that stimulate self-expression, thereby enriching the students' life experiences.

C. Specific Requirements.

(1) Credits. A student must satisfactorily complete 20 units in a four year high school program unless the state in which the school is located requires more credits. If the state requires more credits, the school must meet the requirements of that state.

Education
Academic and Dormitory Standards

(2) Manditory Graduation Units. A student must earn credit in the following units of course work. Schools may establish academic or vocational requirements in excess of the following minimum requirements.

- (a) Language Arts - four (4) units
- (b) Mathematics - three (3) units
- (c) Social Studies - three (3) units:
 - (i) one (1) unit in United States History
 - (ii) one-half (1/2) unit in civics/government
 - (iii) one-half (1/2) unit in tribal history/government
 - (iv) one-half (1/2) unit in Indian Studies
 - (v) one-half (1/2) unit in any other social studies
- (d) Science - two (2) units:
 - (i) one (1) unit in the general science area
 - (ii) one (1) unit in laboratory science area, such as biology, chemistry, physics, zoology, laboratory anatomy.
- (e) Physical Education - one (1) unit
- (f) Practical Arts - one (1) unit, credit in a practical art or in a vocational course may be used to satisfy this requirement.
- (g) If the state in which the school is located has additional units required then these requirements must also be met.

(3) Special Consideration: The following special considerations are required/allowed in considering graduation requirements.

(a) Schools with less than 75 students in the four (4) year high school may offer classes in alternate years. If schools choose this option they are to write up the alternating pairs of subjects and receive approval from their Agency Superintendent for Education or Area Education Programs Administrator, as appropriate.

(b) Credits may be earned by students through approved correspondence or extension study may be accepted if such credits are from schools approved or accredited by the state in which they are located or by a college or university which is regionally accredited for such a purpose.

Education
Academic and Dormitory Standards

(c) Schools in states where proficiency examinations are required should have this fact as an additional endorsement on graduation diplomas of students who pass the exams.

D. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a copy of the graduation requirements of the high school indicating compliance with the requirements of this section. The requirements should go into effect with the graduating class of 1991-92;

(2) a copy of the school's class schedule offered for the current year;

(3) a list of the courses that will meet the requirements of the Fifteen (15) units which will be required for graduation; and

(4) for a school with less than 75 students (ADM) during count week a written list of the courses offered in alternating years that has been approved by the Agency Superintendent for Education or the Area Education Programs Administrator.

E. Statement of Assurances. It is the responsibility of each local supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

(1) If the graduation standards of the state that the school is located in are higher than the Bureau; then that state's requirements are also being met.

(2) The school allows approved correspondence or extension courses to be used to meet graduation requirements.

(3) Students who successfully complete the requirements of the High School Proficiency Examination in the state in which the school is located shall receive an endorsement so stating on their diplomas.

Education
Academic and Dormitory Standards

4.13 Library Media Program.

A. Purpose. The purpose of this section is to provide the standards, guidelines and direction toward the organization of a library media program that motivates students in becoming independent in the search for information and in finding purpose and meaning in learning. In order for such a program to exist, an organized library media center must be developed such that it provides and maintains a wide range of resources, equipment, services and facilities which support and enrich the entire educational program.

B. Definitions. The following definitions are meant to provide a common understanding of the terminology in this chapter.

(1) Librarian. A certificated school employee whose principal responsibilities include selection, acquisition, preparation, cataloging, and circulation of books and other printed materials.

(2) Library committee. A committee that should include the librarian, students, teachers, and community members.

(3) Library Media Center. An organized center containing a wide range of resources including media (print materials and audiovisual software) and appropriate equipment that are easily accessible to teachers, students, and other school personnel. It shall provide for the storage, retrieval, and display of information.

(4) Microforms. Audiovisual software that may include microfiche or microfilm.

(5) Periodicals. The term shall include current subscriptions to newspapers, newsletters, and magazines. They may be either print or microform.

(6) Reference books. These books must include dictionaries, encyclopedias, atlases, almanacs, yearbooks, and indexes.

(7) Regional standards. This term refers to accrediting associations.

(8) Shelflist. It is the complete listing of the entire library collection, except equipment, one entry per resource, arranged by call number.

(9) Sound recordings. This term refers to records/albums.

(10) Weeding. An annual evaluation process to determine if materials/resources should be removed/discarded from the collection. These discarded materials/resources may then be replaced with current, curriculum-related

Education
Academic and Dormitory Standards

materials. Criteria for "weeding" material/resources may include: out-of-date, damaged, non-circulation, unnecessary duplications.

C. Policy. (1) Each school shall provide a library/media program which shall, as a minimum, meet the applicable state and/or regional standards.

(2) The library media center will support, enhance, and supplement the entire instructional program, which affects all school personnel. It will spark the personal growth, curiosity, and development of each student in their individual levels and types of abilities and learning styles. Information is the free commodity of all libraries and students should have the ability to retrieve information from a wide variety of resources, whether for survival or personal interest. Thus, the library media center will provide a totality of services focused on the best utilization of materials to facilitate, improve and support the learning process.

D. Authority. It is the responsibility of the local school supervisor to see that the requirements of this chapter are implemented.

E. Process. If the library media program is to be successful, the following recommendations should be considered, but not limited to, the following:

(1) The library media center should be attractive, well-lighted, easily accessible, appropriately equipped, and have an atmosphere conducive to learning utilizing effective displays.

(2) The library media center should be able to seat 10% of the student enrollment at one time or a minimum of twenty-five students.

(3) The minimum budget designated for the library media program/center should be \$6.00 per student (based on ADM of the prior year) for non-personnel costs.

(4) The library media program maintains an alphabetically arranged card catalog, using either the Dewey Decimal system or the Library of Congress system.

(5) The circulation of resources and equipment among students and school personnel should be arranged to easily facilitate the use of resources. Although care should be exercised to prevent injury to or loss of materials, library media program requirements should be reasonable to encourage their use.

(6) The library media center should be open and accessible to students and school personnel each school day of the school year, before and after class hours.

Education
Academic and Dormitory Standards

(7) The librarian and classroom teachers shall cooperate in the teaching of library/reference skills. A sequential skills checklist or guide should be developed by the librarian and/or library committee. It will then become a shared learning experience while library/reference skills are taught to students K-12.

F. Library Committee. (1) The library committee shall conduct an annual needs assessment, which shall be used to establish the instructional and service objectives before each school year begins. The development and implementation of the selection policy for the library media program/center is also the responsibility of this committee. The philosophy statement should be re-evaluated by the library committee whenever the school philosophy is re-examined and/or changed.

(2) Other functions of the library committee may include recommendations to purchase; resource/equipment removal; liaison with school personnel, students, and community; policy development; assistance with the development and implementation of teaching library/reference skills; and the publicity for various library media center program/services/activities.

G. Minimum Requirements.

(1) A broad, well-balanced collection must consist of quality books suitable for the range of student abilities and interests being served in the following ADM ratios (based on statistics of the previous year):

Elementary (K-5), 15 books per student

Middle (6-8), 12 books per student

Secondary (9-12), 10 books per student

(2) It is required that materials pertaining to Indian tribes and Alaskan Natives be integrated within the basic collection.

(3) Eight (8) to twelve (12) percent of the basic collection must be composed of reference books, currently relevant and in a state of good physical condition, for practical use. Other reference resource materials, such as vertical/pamphlet files, should be included.

(4) Single copies of the principal textbooks used to complement instruction shall be in the collection; but textbooks cannot be counted toward the standard. The purchase of textbooks should not be deducted from the library media center budget. It is recommended that these textbooks not be in the general collection or in the reference collection. They should be available upon request for use only in the library.

Education
Academic and Dormitory Standards

(5) A periodical collection, suitable for the range of student abilities and interests being served, consisting of one (1) periodical for every ten (10) students, shall be maintained. Schools with more than 200 students will have a base collection of 20 periodicals, which means 20 different titles of periodicals. It is recommended that these periodicals meet the same requirements as outlined in the selection policy. The periodical collection should contain back issues of commonly used periodicals for student research as well as current subscriptions.

(6) A professional collection for the school staff shall be developed and maintained by the librarian in cooperation with a faculty committee and/or library committee. This collection shall consist of professional books, periodicals, and other materials that promote professional growth, awareness of current curricular trends and research findings, effective classroom presentation techniques, and other job-related information, such as employee handbooks.

(7) A variety of audiovisual materials, suitable for the range of instruction being provided, of at least 750 software items or five (5) items for each student, whichever is larger, and inclusive of materials located in the classrooms shall be maintained.

(8) In order to meet this requirement, all audiovisual materials/software must be in the shelflist. This category includes some of each of the following: tactile objects, globes, models, maps, films, filmstrips, microforms, slides, audio and video tapes, sound recordings, transparencies and graphics. It may also include computer software and study prints.

(9) Audiovisual equipment shall not be considered as materials and therefore, not counted to meet this requirement. All necessary equipment should be available and in good working condition to utilize all various types of audiovisual software.

(10) Multiple items within a specific set of materials will be counted as separate items. However, it should be considered one item if the multiple items of a set are dependent upon each other. (Example: a filmstrip with a cassette/sound recording on a topic.)

(11) It is strongly recommended that the entire collection be "weeded" at the end of each school year by the librarian.

H. Adequate Personnel. (1) A library media center shall be serviced by a librarian. Schools with fewer than 200 students are encouraged, where feasible, to cooperate in sharing librarian resources. Schools within an Agency and/or Area may cooperatively share the costs and services of a librarian who shall facilitate the sharing of available resource/materials among the cooperating schools. Shared costs and services of a librarian could be one full day per week or one full week per month or eight hours throughout one week.

Education
Academic and Dormitory Standards

The following ratio shall be used:

School Enrollment (ADM based on statistics of previous year.)	Minimum of Personnel
up to 100	1/5 time librarian
100 - 200	1/5 time librarian (plus one of the following) 1/2 time library aide or 20 hours of library activity per week

The 20 hours of activity would be provided by teachers or counselors trained by the librarian. It is recommended that a library technician be hired instead of the library aide.

201 - 400	1 full-time librarian or 2/5 time librarian and 1 full-time library aide.
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It is strongly recommended that a library technician be hired instead of the library aide.

400 +	1 full-time librarian and 1 full-time library aide
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(2) It is strongly recommended that libraries serving more than 500 students increase the library personnel by using the stated ratio. This additional personnel could include library technicians as well as library aides. Another recommendation could be "differentiated staffing", which may include substitute teachers. This will allow library personnel to effectively perform their assigned roles, which will result in students becoming more knowledgeable/adept with library skills.

(3) The library staff shall provide such services as instructing students in the use of the library media center; assisting teachers in locating and utilizing resources; organizing the availability and accessibility of all materials and equipment; producing local media and graphics; provide training sessions so facilities/resources/equipment are used effectively. It is recommended that monthly and annual reports be submitted to the administration, school board, and library committee so it can be determined how effectively the library media program is meeting the objectives, philosophy, instructional needs, and student interests.

Education
Academic and Dormitory Standards

I. Annual Inventory. (1) The librarian must conduct an annual inventory of available books, materials, and equipment in accordance with the selection policy. The maintenance of a shelflist is recommended.

(2) An inventory report should be given to the administration, library committee, and school board each year.

J. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section: each of the members of the committee.

(1) a membership list of Library Committee including the position of each of the members of the committee;

(2) a copy of the inventory of library/media materials;

(3) most recent library/media needs assessment conducted at the school;

(4) a copy of the budget for the library/media center;

(5) a copy of the board minutes indicating board approval of the committee;

(6) a copy of the library/media report completed by the librarian that describes the degree of compliance to BIA and state guidelines.

K. Statement of Assurances. It is the responsibility of the local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

(1) The results of the needs assessment will be the basis for "weeding".

(2) The library/media center will be able to seat 10% of the student enrollment or a minimum of twenty-five students.

(3) The library/media center meets the applicable state requirements.

(4) The inventory of books and materials in the library/media center meets state and BIA guidelines.

Education
Academic and Dormitory Standards

4.14 Textbooks.

A. Purpose. The purpose of this section is to prescribe guidelines and direction for the selection of textbooks.

B. Policy.

(1) Each school shall establish a textbook review committee composed of teachers, parents, and students, and school board members. Appointment to the textbook review committee shall be subject to school board approval.

(2) The textbook review committee shall establish a procedure and criteria for annual review of textbooks and other materials used to complement instruction. The criteria shall include, but not limited to, the following:

(a) The textbook content shall meet the course objectives which are within the adopted school curriculum and within the state requirements for state accredited schools. It is recognized that because curriculum is based on a needs assessment and the school philosophy, it is very possible that more than one (1) textbook per course may be necessary, or at least desirable.

(b) The textbooks shall reflect cultures accurately.

(c) The textbooks shall be current, in good physical condition, and varied in reading levels. Sequential basal textbooks series shall be utilized for the establishment of program continuity. It is desirable that textbooks show copyright dates no older than five (5) years from the date of use. If the State has an approved textbook listing, the schools may use the depository as a source.

(3) Each school shall equitably distribute instructional materials to all classrooms. Each school shall inventory all property and equipment annually prior to requisitioning additional materials. Copies of the inventory shall be kept on file by the school staff. Purchasing requirements shall be determined by each local school.

C. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

(1) a copy of the action by the school board to approve the textbook committee which has parents, students and board members on the committee;

(2) a copy of the annual inventory of texts of the school; and

(3) a list of the primary textbook used with each required course of subject with the copyright date of each and the number of texts sufficient to teach the students in the course or subject.

Education
Academic and Dormitory Standards

D. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

- (1) The school has developed a review procedure to assure that the content of textbooks meet the objectives of each course.
- (2) The primary texts used for courses reflect cultures as accurate as possible.
- (3) The textbooks used are current, in good physical condition and varied in reading levels.
- (4) The instructional materials are distributed equitably among the staff.

Education
Academic and Dormitory Standards

4.15 Counseling Services.

A. Purpose. An effective counseling program should address the needs of the child to better enable him/her towards self-awareness, understanding of others and the development of a positive self-concept, which leads to effective functioning as a worthwhile person.

B. Definition. Counseling services should be regarded as an integral part of the total education program. A counseling program should be developed, and function from within the educational framework of the child. When developing a counseling program, the child's family, social, cultural traditions, and community concerns, as well as intellectual abilities, career, vocational and educational opportunities need to be considered.

C. Scope. The academic counselor works within the education framework and the child's total environment to enable the child to mature in self-understanding and understanding of others, in self-responsibility, in decision making ability, in development of attitudes and values which leads to effective functioning as a worthwhile human being.

D. Policy. Each school shall offer student counseling services concerned with physical, social, emotional, intellectual, and vocational growth, as determined, under this part, for each individual. The school has a school-wide testing program to test academic performance.

E. Responsibility. It is the responsibility of the guidance counselor or counselors and the school supervisor to see that the requirements of the guidance standards are implemented.

F. School-Wide Testing Program. The school guidance program should strive to promote a cooperative effort between all persons, special programs and assessments designed to evaluate and to meet the educational needs of the child.

(1) School-wide testing requirements. Each Area/Agency shall institute and supervise a uniform testing program for its schools in order to provide for the objective assessment of student academic performance. Required formal tests will be administered annually to all regular program students in grades two through twelve; first grade may be included where appropriate. These formal tests and their subject content will include, but not be limited to, the following:

(a) A pre-test and post-test from nationally-normed and standardized achievement test which can be nationally correlated in the content areas of reading, language arts, and mathematics to be administered during the norming dates.

Education
Academic and Dormitory Standards

(b) Each school shall report, as directed, the summative results of all formal tests under paragraphs (1)(a) of this section to the Agency or Area, as appropriate, and respective school boards. Parents shall be informed of the results of such tests for their children.

(c) Each Agency or Area, as appropriate, shall report results of all formal tests under paragraph 4.15F(1)(a) above to the Office of Indian Education Programs.

(2) When developing a testing program through guidance services, the selected tests should be consistent with the curriculum objectives of the particular school; consistent with objectives, norming and guideline requirements for supplemental programs, and should be administered consistently to assess the achievement growth of the child accurately.

G. Counseling Program Minimum Requirements:

(1) Counseling services of a certified counselor with experiences in that particular age/grade level of students. Certified is defined as meeting the certification requirements of the state in which the school is located or Bureau employment requirements which ever is higher.

(2) Number of certified counselors required for an academic program:

Less than 200 students	1/2 time counselor
201 - 300 students	1 FT counselor
301 - 400 students	1 FT + 1/2 time counselor
401 - 500 students	2 FT counselors
501 - 600 students	2 FT + 1/2 time counselor
601 - 700 students	3 FT counselors

(3) Counselors must be assigned counseling responsibilities to be counted in above ratio. For academic programs that exceed 700 students (ADM), counselor time will be provided according to the above ratios. It should be noted that counselor's time used to meet the above ratio cannot be used to meet the dormitory ratio. School Social Workers can be used to meet the ratio so long as the school has one school counselor working full time.

H. Unique Characteristics of Students.

The counselors will be familiar with the unique tribal, social, and economic characteristics of students. The Guidance Counselor should concern themselves with the child in the developmental process of maximizing his or her potential. To work effectively with the student population, the Counselor should blend the child's educational and environmental framework into a counseling approach that can address the cultural influences and life experiences that the child has accumulated.

Education
Academic and Dormitory Standards

I. Contents of the Counseling Program:

(1) A written referral procedure.

(a) The referral procedure should be understood by all staff members, local resources and community agencies involved in working with the child. In developing a written referral procedure, the counselor shall provide inservice training to staff in behaviors that may be symptomatic of an emotional or educational concern.

Example:

Some behavioral symptoms of an individual who may be "emotionally disturbed."

- Anti-social
- Loss of control of behavior
- Compulsive
- Phobias
- Obsessions
- Passive
- Complaintive
- Aggressive (verbal and physical)
- Demanding
- Inappropriately adult (takes a parental role)
- Inappropriately infantile (baby talk, rocking)
- Mental or emotional developmental lags
- Quickness to cry
- Quickness to become aggressive/angry
- Tends to be irrational
- Anxious/tense
- Nervous (extreme)
- Verbally expresses abuse, neglect or home life concerns
- Hyperactive

Any other behaviors you feel are "out of the ordinary" or stand out of the classroom student norm.

(b) The counselor should define and make known the process of the written referral format which should include all relevant information pertaining to the reason for referral, the child's behavior, and if possible, the child's educational and background characteristics. *See Illustration A.

(c) The counselor may act as a consultant, a facilitator, a support system or liaison agent to resources beyond the school and family to promote a cooperative effort between all persons involved in working with the child to meet his or her needs.

Education
Academic and Dormitory Standards

(d) If the child is in need of special educational or psychological diagnostic evaluation, the counselor may initiate the proper referral process to the appropriate Agency or Area resource person.

(2) Counseling techniques and documentation procedures are to provide for the career, academic, social, and personal needs of the students which are based on the cultural beliefs and values of the students being served.

(a) Counseling techniques and approaches should be developed from a basic awareness of the cultural, emotional, developmental and educational needs and differences of the children being served. The counselor's primary function should be to make themselves accessible to the children through vehicles such as: classroom guidance, group counseling, referrals and counselor observations.

(b) Some suggested counseling/approaches are as follows:

(i) Counseling children individually; the counselor should strive to facilitate individual student counselor relationships that allow a child the freedom to express feelings, attitudes, strengths and weaknesses, life experiences, etc. in an atmosphere of warmth and acceptance.

(ii) Counseling children in the classroom setting; through classroom guidance the children can learn the value of sharing, participating, learning how to care, respect and listen to others. The counselor may want to use classroom guidance as a vehicle in (1) approaching all the children in the educational setting, (2) to identify children who may not have been referred, but may be in need of counseling, (3) to become more familiar with the children being served, and (d) to familiarize children positively with guidance counseling.

(iii) Small Group Counseling; through small group counseling sessions, children have an opportunity to gain greater self-understanding and confidence through the interaction with his or her peers. The counselor in developing a group should identify specific children who could benefit, share, be supportive and grow from a small group counseling experience.

(iv) Counselor Observations; the counselor should be an individual who children recognize and feel comfortable seeing in their educational environment. The counselor can better understand the concerns of the children being served or counseled by observing their behavior, or how they relate and interact with one another. The counselor may want to make frequent visits to the classrooms and to the areas of the school or setting where children congregate. Some examples would be: school cafeteria, playground, recreation center, dormitories, and home visits.

(3) Preventive and crisis counseling on both individual and group basis.

Education
Academic and Dormitory Standards

- (a) A preventive counseling program should be designed around the social, personal or educational issues that may have a negative impact on the child's ability to grow to his or her fullest potential. The counselor may want to utilize community programs, community counselors, health personnel, tribal leaders, or other resource persons who may have expertise in the area that needs to be addressed. Preventive counseling approaches can be effective through both classroom guidance and individual conferences. When developing a preventive counseling program the counselor should again be aware of the differences in levels of understanding between elementary and secondary children. For example: a drug and alcohol use prevention program.
- (b) An elementary school counselor may want to focus on developing a positive self-image within the child through guidance activities and materials that focus on expression of feelings, self-awareness and understanding, relationship building, decision making skills and communication skills, etc.
- (c) The middle and secondary school counselor may want to focus more on positive self-concept, consequences of drug and alcohol abuse, health issues, how drugs and alcohol can prevent the child from achieving educational and personal goals and saying no to peer pressure, etc.
- (d) The counselor shall develop inservice programs for educational and dormitory staff utilizing materials that focus on social issues. Some topic examples may be child abuse, drug and alcohol abuse, pregnancy, suicide, or topics staff have expressed an interest in knowing more about.
- (e) A Crisis Counseling situation should focus on helping a child deal with an immediate concern that could be life or safety threatening to himself, or when the child himself could be threatening to the well being of others. The focus should be directed towards what can be the best way to deal with the child's behavior or concern at that point and time. Some examples of crisis counseling might be: a child who has been abused, a child who is contemplating suicide, a child who has just experienced a death in his/her family.
- (4) Confidentiality and security of counseling records for each student must be insured.
- (a) The Counselor shall be responsible for implementing security measures to protect the confidentiality of the records of students who are being counseled. The counselor may want to include pertinent information in the student file that will help them in conceptualizing the child's total framework. Some examples of pertinent information would be:
- (i) the written referral
 - (ii) home visit documentation

Education
Academic and Dormitory Standards

- (iii) family history information
- (iv) incident/behavioral/discipline reports
- (v) test results
- (vi) summaries of counseling session

(b) The counselor may want to work closely with the records clerk in maintaining the upkeep of student permanent records, i.e. cumulative files as noted in Code of Federal Regulations.

(5) Design and implementation of orientation programs to facilitate the pupil's transition from elementary to junior high/middle school and from junior high/middle school to high school.

(a) The counselor should be familiar with the educational programs offered by the local elementary, junior high/middle and high schools. The counselor may want to initiate meetings with counselors from other schools to promote a counseling team effort in developing orientation programs for children. Orientation programs should address both student and parental involvement and should address issues in the following areas; adjustment behaviors, rules, expectations, parental involvement, course offerings, daily schedules, attendance and any other topic relevant to the educational program that the child is about to become involved in.

(6) Each junior high or middle school and high school student shall receive academic counseling a minimum of twice yearly during which time the counselor shall assist the student in developing a written academic and career plan based on ability, aptitude, and interests. Additionally, counselors will assist high school students in selecting courses which satisfy the school's and the state's graduation requirements and the student's academic and career plan. Further, seniors will be given aid in completing registration and/or financial assistance applications for either vocational or academic post-secondary institutions.

(a) A primary function of the middle and high school counselor is to initiate individual student conferences in which the counselor will attempt to nurture the students self-understanding and self-review.

(b) The counselor should design a form to be followed, updated, and kept in the student file that should include the following information:

- (i) courses required for graduation;
- (ii) required courses that need to be completed;

Education
Academic and Dormitory Standards

- (iii) student vocational goals and interests;
- (iv) student educational goals and interests;
- (v) college entrance examination scores (if applicable);
- (vi) other relevant information.

(7) Each high school counseling program will be required to have on file for each student a planned academic program of studies which is available from the regular course offerings of the school to meet the student's career objectives and which will show that the student has received counseling.

- (a) The counselor should maintain a student file to include:
 - (i) documentation of student conferences;
 - (ii) a brief summary of the purpose of the conference;
 - (iii) a copy of student transcripts or courses completed;
 - (iv) copies of results of any assessments that measure or relate to: interests, aptitudes, educational growth, educational abilities or other relevant information regarding the student.
 - (v) The form addressed in (6)(b) may be kept in the student conference file.

J. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

- (1) A memo or written document from Agency Superintendent for Education or Area Education Programs Administrator, as appropriate, stipulating the test to be used.
- (2) Document showing what grades will be tested at this school.
- (3) A written document showing pre-test and post-test dates for present school year.
- (4) School Board minutes showing test results were discussed with them.
- (5) Staffing chart showing the academic counselors and school count week enrollment supporting required ratios.
- (6) A copy of referral form(s) used by counselors at the school.

Education
Academic and Dormitory Standards

K. Statement of Assurances. It is the responsibility of each local school supervisor to sign a verification of compliance with the following statement(s) with this section.

(1) A copy of the test results are given to the parents of the student tested.

(2) A copy of the test results are sent to the Agency/Area Education Office.

(3) Counseling techniques are geared towards the personal needs of students and are based on cultural beliefs and values of the students served.

(4) Preventative/crises counseling is provided for all students.

(5) Confidentiality of student records is maintained.

(6) Orientation programs are provided for pupil transition if the programs are at the school from:

(a) elementary to junior high/mid-schools, and/or

(b) junior high/mid-school to high school

(7) If the school is a junior high/mid-school or high school, students receive academic counseling on academic and career plans based on ability, attitudes and interests of the student.

(8) If the school has high school students that a course of study to meet graduation requirements has been developed for each student.

(9) If the school has high school seniors that they are aided in completing registration and/or financial assistance applications for vocational or academic postsecondary institutions.

(10) If the school has high school students that there is a planned academic program of studies on file for each of the students.

4.16 Student Activities.

A. Purpose. The purpose of this section is to establish the standard and provide guidelines and direction for the implementation of a student activities program.

B. Definition. The following definitions are to provide a common understanding of the terminology in the implementation of this section.

- (1) Sponsor. A professional staff member of the school who is given responsibility to provide guidance or supervision for a student activity.
- (2) Sanctioned Activity. An activity that is indicated in the school activity plan approved by the school board.
- (3) Activity Plan. A listing of sponsored activities and the purpose, structure, coordination, and planned fund-raising activities of each activity.
- (4) Participation on informal basis. Student participation in activities that are not in competition with other schools.
- (5) Participation on formal basis. Student participation in activities that are in competition with other schools.

C. Policy. All schools shall provide and maintain a well-balanced student activities program based on assessment of both student and program needs. Each activity program shall help develop leadership abilities and provide opportunities for student participation, but shall not be limited to activities that include special interest clubs, physical activities, student government, and cultural affairs.

D. Authority. The local school supervisor is responsible for implementing the requirements of this standard.

E. Process.

(1) Prior to the start of the school year the director of student activities will provide the school board with the activity plan for the upcoming school year and ask for school board approval.

(2) A plan of student activity operations will be submitted to the local school supervisor by the director of each activity at the beginning of each school year. The plan will include the purpose, structure, coordination, and planned types of fund-raising activities.

Education
Academic and Dormitory Standards

(3) Schools may participate in interscholastic sports and activities on an informal basis. On an informal basis, the Bureau-operated schools will coordinate with other schools in setting up a schedule of sports and games. Schools that participate in state-recognized leagues shall abide by those state rules regulating inter-school competition.

(4) Until comparable competitive opportunities are provided to all students regardless of sex, no student shall be barred from participation in interscholastic competition in non-contact sports except on the basis of individual merit.

(5) Residential schools shall plan and provide an intramural program for all students. The program shall include a variety of scholastic and sport activities. The development of a well-rounded child, able to function in the adult world, depends to a great degree on the experiences offered that child. The Student Activity plan should be carefully reviewed to make sure that this aspect is fulfilled.

(6) Students shall be involved only in activities which are sanctioned by the school. In addition, some thought should be given to the qualifications a student must have to be eligible for participation in student activities. Minimum requirements for participation should be addressed in the schools Student Handbook.

(7) All student activities involved only in fund-raising are required to establish a school/student activity bank account following school/student banking procedures outlined under 25 CFR Part 31.7. All student activity accounts shall be audited annually.

(8) The local school supervisor shall provide for the safety and welfare of students participating in school-sponsored activities. The local school supervisor should make sure that sponsors who are involved in school sponsored activities are aware of their responsibility for the safety and welfare of participating students.

F. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance with this section:

- (1) a student handbook that explains school rules for participation, student rights, and student responsibilities;
- (2) the activity plan approved by the school board.

G. Statement of Assurances. It is the responsibility of the local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

Education
Academic and Dormitory Standards

- (1) Each sponsor of an activity is adequately prepared to properly supervise an activity.
- (2) No student will be barred from participation except on the basis of individual merit.
- (3) Students do not have approval to participate in activities not sanctioned by the school.
- (4) The safety and welfare of all students participating in school-sponsored activities is provided.
- (5) The school will provide and maintain a well-balanced student activity program based on assessment of both student and program needs.
- (6) Schools that participate in interscholastic sports and other activities will abide by those state rules regulating those activities.
- (7) Student activities involved only in fund-raising have established a school/student activity bank account following school/student banking procedures as required and outlined under 25 CFR Part 31.7.

4.17 Monitoring and Evaluation.

A. Purpose. The purpose of the Monitoring and Evaluation Process is to ascertain the degree of accomplishment being made toward established Bureau Education Standards including individual school and program goals. Monitoring and evaluating activities are to be carried out by all OIEP personnel in a spirit of helpfulness and professionalism by presenting objective findings of both a positive and negative nature but primarily with the intent to improve the educational program for the students at the school level.

B. Policy. It is the policy of the OIEP that all education programs, systems, and activities be monitored to ascertain the degree of accomplishment being made toward established goals within a specified period of time.

C. Authority. The OIEP has the responsibility for ensuring that appropriate learning opportunities for Indian students are provided through the administration of a school system that monitors education program and support activities underway to meet pre-determined goals. In so doing, it facilitates individual and program performance accountability in compliance with established policies set forth in 25 CFR Part 32, 130 DM 7, and 44 BIAM 430.

D. Scope. Monitoring and evaluation activities will be conducted at all levels of the OIEP organization. Specifically, monitoring actions will be completed within the following framework:

(1) School-level monitoring and evaluation will be the responsibility of Area/Agency Office staff except in cases where special program monitors are approved by the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) to conduct on-site monitoring activities.

(2) Area/Agency Office-level monitoring will be conducted by a combination of headquarters and field line officials.

E. Intent: The intent of monitoring and evaluation activities within the OIEP is to:

(1) Assess the degree of organizational progress being made toward established standards and goals in specific activity areas for use in employee and unit performance reviews.

(2) Identify strengths and weaknesses so that corrective actions can occur to enhance effective and efficient operations.

(3) Provide information on program implementation actions that assist senior officials in making decisions to continue, expand, or terminate program functions as a result of organizational assessments.

Education
Academic and Dormitory Standards

F. Definitions. For purposes of this chapter the following definitions are provided:

(1) Monitoring. Monitoring is a process where an organization is reviewed to see if it is providing proper support to their programs and if their evaluation process is adequate to assure that the educational programs are meeting the established standards of the Bureau.

(2) Evaluation. Evaluation is a process to see if the school's programs are meeting the established criteria of the Bureau Educational Standards as well as some determination as to the degree of success or failure of the programs and recommendations for improvement of the programs.

(3) Terminology. For the purposes of this section, the terms monitoring and evaluation will be used interchangeably; however both functions are implied.

G. Responsibilities.

(1) The Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) is responsible for:

(a) A Bureau-wide monitoring policy/process as a part of the overall education program evaluation system.

(b) Setting Bureau-wide monitoring action priorities.

(c) Directing follow-up actions required by monitoring results.

(d) Assessing subordinate line/staff manager performance based upon monitoring results through the performance appraisal system.

(2) The Assistant Directors, OIEP, are responsible for:

(a) Ensuring that monitoring actions, on-site and Management Information Systems (MIS) reviews, are conducted and the results used in program planning.

(b) Determining the need for special evaluations based upon internally and externally identified strengths and weaknesses.

(c) Reviewing the results of internal monitoring reports and external audit reports to identify trends that will be addressed in future planning, to determine corrective action, and to keep top management advised and informed; and, to monitor ongoing activities and program accomplishments against program standards.

Education
Academic and Dormitory Standards

(d) Assessing subordinate line performance based upon monitoring results through the performance appraisal system.

(3) The OIEP Area/Agency Education line officers are responsible for:

(a) Monitoring on-going program accomplishments to ensure that service delivery is properly coordinated between programs, and that results are in compliance with established standards.

(b) Identifying existing and potential problem areas as a result of on-going assessments, taking action to correct problems within their authority, and notifying the appropriate Assistant Director, OIEP, of problems, with recommended solutions, which require higher-level decisions and/or actions.

(c) Assessing subordinate staff performance based upon evaluation results through the performance appraisal system.

(d) Providing access to records of documented data to OIEP monitoring teams.

(4) Local school supervisors are responsible for:

(a) Day-to-day monitoring of all school instructional and administrative program activities and taking corrective actions within their authority to resolve operating problems.

(b) Determining and reporting each year that the school is in compliance or non-compliance with Bureau Conformance Standards.

(c) Developing plans for correcting the deficiencies established by the self-evaluation needs assessments and other evaluation and monitoring processes.

(d) Assessing school staff performance based upon the performance appraisal system.

(e) Providing access to records of documented data to OIEP monitoring teams.

H. Agency/Area Monitoring. The Office of Indian Education Programs (OIEP) shall annually conduct on-site monitoring of one-third of the Agencies and Areas. This process will assure that each Agency and/or Area is monitored at least once every three years. The OIEP monitoring team will submit a written report within forty-five (45) calendar days from the ending day of the on-site visit. The report will summarize the monitoring findings and recommend actions to correct any noted deficiencies.

Education
Academic and Dormitory Standards

I. Responsibility for Monitoring Process. The responsibility for insuring completion of the monitoring of the Agency/Area is the responsible OIEP Assistant Director. The process will follow standardized monitoring procedures for the reviews. The team approach will be used for all monitoring reviews, criteria will be established for each review and reports and follow-up actions will be required.

J. Team Membership of Agency/Area Monitoring Process. The makeup of the monitoring team is the responsibility of the OIEP Assistant Director responsible for the process. It is recommended that, where possible, peers be utilized as team members. This would allow for fellow peers to learn from the monitoring process as well as add expertise to the team. For example, an Agency Superintendent for Education or a school principal might serve on a monitoring team to assist with the monitoring process at another Agency. The travel expenses of the monitoring team members are the responsibility of the responsible OIEP Central office program unless special arrangements are made otherwise. The Agency/Area being monitored will have the opportunity to recommend team members of the monitoring team.

K. Pre-monitoring Review. A detailed review plan will be prepared as soon as practical after a team leader has been assigned by the OIEP Assistant Director responsible for the process. The team leader will prepare and submit a review plan to the Assistant Director for approval. The team leader normally will be the principal.

L. Review Plan Format. The review plan will contain the following elements:

(1) Logistics of the monitoring that includes review site location, name of officer in charge, dates of review, and travel schedules.

(2) Objectives. The direction and effectiveness of a review depends on understanding review objectives. The review objectives will basically be standard for all Agencies/Areas. Special objectives for a particular Agency/Area may be established but must be known to the line officer of the unit to be reviewed.

(3) Specific tasks and responsibilities of team members and timelines are an important element of the review plan format. Dates for conducting the review and availability of team members and participants for the review unit need to be considered simultaneously. The timing of the review should be adjusted rather than do without an essential skill or individual.

(4) Estimated review costs (i.e., travel, materials, per diem, etc.)

Education
Academic and Dormitory Standards

M. Pre-work. Background information will be prepared and distributed to all review team members prior to the on-site visitation. The pre-work package will include as a minimum:

- (1) Statutes, regulations (enabling and authorizing legislation).
- (2) Departmental Manual (DM) and Bureau of Indian Affairs Manual (BIAM) releases.
- (3) Internal BIA guidelines.
- (4) Exact assignments of team members including the responsibility of each team member.
- (5) Time frames of the on-site visit which is usually 5-10 work days in duration, depending upon the size of the monitoring site, scope of assessment and other factors.
- (6) The appropriate monitoring checklists for sections that employee is responsible.

N. Responsibility. Prior to the on-site review, the following are required:

(1) The Assistant Director responsible for the monitoring process will provide the Agency/Area Program being monitored, as a minimum, the following:

- (a) Advance notice of expected monitoring dates.
- (b) A copy of the criteria that will be used to monitor the program or programs.
- (c) The team leader assigned to the Agency/Area.
- (d) A list of team members for the monitoring process and the expected dates they will be involved in the evaluation process.

(2) A designated review team leader will subsequently complete these actions:

- (a) Notify team members through appropriate chain of command.
- (b) Initiate pre-review actions.
- (c) Conduct team-training sessions.

Education
Academic and Dormitory Standards

- (d) Supervise on-site review activities.
- (e) Ensure completion of post-review activities.
- (3) The Agency/Area line officer is responsible for:
 - (a) Cooperating with the review team.
 - (b) Making records and documents available to the review team.

O. Review Conduct. Upon arrival at the monitoring site, these actions are required:

- (1) Conducting an entrance interview with the official in charge to formally begin the review.
- (2) Scheduling with assistance of the Agency/Area, specific interviews and other activities such as reviews of files and records.
- (3) Conducting staff interviews and other fact-finding activities using standard checklists and forms to document data collected by review team members.
- (4) Have daily meetings of the review team to assess progress and work out problems.
- (5) Closeout review team meeting to integrate the results of the various interviews and to formulate preliminary findings, and assign final report writings of the review team.
- (6) Conducting an exit interview with the official in charge covering preliminary findings of strengths and weaknesses as well as to clarify or validate data.
- (7) Complete the final report after getting the written input from team members.

P. Monitoring Content Areas. The monitoring will include as a minimum the following areas of responsibility as appropriate to the agency/area:

- (1) Programs:
 - (a) Elementary.
 - (b) Secondary.

- (c) Kindergarten.
 - (d) Chapter I.
 - (e) Exceptional child.
 - (f) Residential programs.
 - (g) Adult education.
 - (h) Higher education.
 - (i) Food Service programs.
 - (j) Transportation.
 - (k) Johnson O'Malley programs.
- (2) Administrative systems:
- (a) Financial management.
 - (b) Personnel management.
 - (c) Contract/grants management/procurement.
 - (d) Property management.
 - (e) Facilities management.
 - (f) School-student support services.
 - (g) Management Information Systems.
 - (h) Safety.
- (3) Management:
- (a) School/community relations.
 - (b) Internal control measures.
 - (c) Inter-intra Agency activities.
 - (d) Planning.
 - (e) Evaluation program.

Education
Academic and Dormitory Standards

Q. Monitoring Schools. Each team should visit at least one school that the Agency/Area has monitored in order to validate the Agency's evaluation process that the Agency/Area completed at the school.

R. Post-Review Activities. Monitoring reports will present findings following the checklist criteria used in conducting the review and any special agenda objectives developed for the site assessment. Each criteria category will contain a separate section for recommendations. Recommendations will be written in a direct manner and arranged in the order of their priority. Separate recommendations for each program of the Area or Agency offices will be provided.

S. Report Submission. Upon completion of the on-site assessment, these actions are required:

(1) Preparation of a draft report is to be completed within 14 calendar days after the date of the exit interview.

(2) Submission of the draft report through the appropriate Assistant Directors to the Office of the Deputy to the Assistant Secretary/ - Indian Affairs/Director (Indian Education Programs) for review.

(3) Preparation of a final report after review, for signature by the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) and transmitted to the monitored site line official and their respective school board members within 35 calendar days of the exit interview.

(4) A statement of action will be prepared by Agency/Area Education line officer of plans concerning the monitoring team's recommendations.

T. Report Disposition. Files will be maintained for each monitoring review in the appropriate Assistant Director's office. Case folders of reviews will include: pre-planning review documents, the review plan, review instruments and data forms, the final review document, the remedial action plan, post review correspondence and letters relating to follow-up actions, and certification(s) of completion. Case folders will be retained in an "open" status until the remedial action plan is certified as accomplished by the appropriate Assistant Director, OIEP, and for the OIEP headquarters, by the Director or Deputy Director. Case folders will be used in assessing individual performance, conducting evaluation reviews, and in future planning actions. Inactive files and records will be maintained and disposed of in accordance with 16 BIAM.

U. School Monitoring Policy. Each Agency or Area, as appropriate, and for an Agency in conjunction with the Agency school board, shall monitor and evaluate the conformance of its schools with the applicable standards and requirements. Each Agency/Area will monitor one-third of its schools each year assuring that each school is monitored at least once every three years. Within

Education
Academic and Dormitory Standards

thirty (30) calendar days after the monitoring visit, the Agency Superintendent for Education or Area Education Program Administrator, as appropriate, shall issue to the local school supervisor and local school board a written report summarizing the findings and ordering required actions to correct any noted deficiencies.

V. Elements of Monitoring Process. In each of the monitoring processes, it is recommended that each approach be used by the Agency/Area. The person responsible for the evaluating who normally will be the Agency/Area line officer will provide the school being evaluated with, as a minimum, the following:

- (1) A copy of the criteria that will be used to evaluate the programs in advance of the team visit.
- (2) A list of team members for the evaluation and the expected dates they will be involved in the evaluation process.
- (3) A pre-evaluation session will be held to allow school officials to be aware of the plans of the evaluation team.
- (4) A post-evaluation meeting to allow the school official an opportunity to know the results of the evaluation.
- (5) At a minimum, the evaluation team will look at the supporting documents to verify the school's adherence to the Bureau's Standards.

W. Team Membership of School Monitoring Process. The makeup of the monitoring team is the responsibility of the Agency Superintendent for Education or the Area Education Programs Administrator responsible for the evaluation process. It is recommended that, where possible, peers can be utilized to be team members. This would allow for fellow peers to learn from the evaluation process as well as add expertise to the evaluation team. The travel expenses of the evaluation team members are likewise the responsibility of the responsible Agency/Area unless special arrangements are made otherwise. The local school supervisor can recommend evaluation team members to the responsible line officer.

X. Monitoring Categories. The evaluation will include a review of each of the following categories:

- (1) Academic Instruction:
 - (a) School philosophy and objectives.
 - (b) Curriculum.
 - (c) Primary education.

Education
Academic and Dormitory Standards

- (d) Elementary, middle school, and/or secondary programs.
 - (e) Grading, promotion, graduation requirements.
 - (f) Library, media.
 - (g) Textbooks, instructional materials.
- (2) Community Relations:
- (a) School boards/regents.
 - (b) Parents.
 - (c) Inter-intra agency officials.
- (3) Student Support Services:
- (a) Food service.
 - (b) Extra-curricular activities.
 - (c) Transportation.
 - (d) Medical and health.
 - (e) Counseling.
- (4) Administrative Staff Support Services:
- (a) MIS.
 - (b) Personnel.
 - (c) Facilities Management.
 - (d) Contract/grant/procurement
 - (e) Financial management.
 - (f) Safety.
 - (g) Property Management.
- (5) Management Control:
- (a) Policies/procedures.

Education
Academic and Dormitory Standards

- (b) Planning.
- (c) Evaluation.
- (6) Supplemental Programs:
 - (a) Exceptional Education.
 - (b) Chapter I.
 - (c) Other programs at the school.
- (7) Homeliving Operation:
 - (a) Dorm program.
 - (b) Recreation.
 - (c) Intensive Residential Program.
 - (d) Exceptional Child Residential Program.

Y. Compliance with Standards. As a prime responsibility the evaluation team will determine if the school being evaluated is in compliance with Bureau Educational Standards.

Z. Mechanics of the Monitoring Process. The basic requirements and essential elements of process are as follows:

- (1) Each year the Agency Superintendent for Education or Area Education Programs Administrator, as appropriate, will determine which of the schools will be evaluated. This will be in compliance with the evaluation of one-third of the schools each school year and that each school is evaluated every three years. This should be done as early in the school year as possible.
- (2) A proposed date for the selected school's evaluation is determined and the leader of the team is appointed. The leader would normally be the Agency Superintendent for Education or the Area Education Programs Administrator.
- (3) The school evaluation leader selects the team members. The School Supervisor can make recommendations of the team members.
- (4) The leader conducts team-training sessions for team members if the training is necessary.

Education
Academic and Dormitory Standards

- (5) Team members' responsibilities are assigned for the evaluation process.
- (6) The School Supervisor is made aware of the team members and their responsibilities in the evaluation process.
- (7) The evaluation team visit is made. Members of the team complete their reports.
- (8) The evaluation report is prepared and submitted to the Agency Superintendent for Education or the Area Education Programs Administrator for their concurrence and approval.
- (9) The Agency Superintendent for Education or Area Education Programs Administrator finalizes the report and sends a copy to the school and to the members of the school board.
- (10) The school prepares a plan for remediating the deficiencies pointed out in the evaluations.

AA. Monitoring Process. Upon arrival at the school, the monitoring team has the following requirements:

- (1) Conduct an entrance interview with the official in charge to formally begin the review.
- (2) Schedule specific interviews and other activities such as reviews of files and records with the cooperation of the school supervisor.
- (3) Conduct staff interviews and other fact-finding activities using standard checklists and forms to document data collected by review team members.
- (4) Have daily meetings of the review team to assess progress and problems.
- (5) Conduct a closeout review team meeting to integrate the results of the various interviews and to formulate preliminary findings, and assign final report writings of the review team.
- (6) Conduct an exit interview with the official in charge covering preliminary findings of strengths and weaknesses as well as to clarify or validate data.
- (7) Prepare the recommended final report to be presented to the Agency Superintendent for Education or Area Education Programs Administrator as appropriate.

Education
Academic and Dormitory Standards

BB. Post-Review Activities. Monitoring reports will present findings following the checklist criteria used in conducting the review and any special agenda objectives developed for the site assessment. Each criteria category will contain a separate section for recommendations. Recommendations will be written in a direct manner and arranged in the order of their priority. There will be separate recommendation sections for the responsibility of OIEP, Area and Agency Office, and for each program at the school.

CC. Report Submission. Upon completion of the on-site assessment, these actions are required.

(1) Preparation of a draft report is to be completed within 14 calendar days after the date of the exit interview.

(2) Submission of the draft report to the Agency Superintendent for Education or Area Education Program Administrator to be completed within 20 calendar days.

(3) Preparation of a final report for signature by the Agency Superintendent for Education or Area Education Program Administrator within 30 calendar days of the exit interview and submitted to the school supervisor and the members of the school's board and a copy forwarded to the appropriate Assistant Director, OIEP.

(4) Development of an improvement plan by the local school supervisor to be submitted to the appropriate Agency Superintendent for Education or Area Education Programs Administrator within 30 calendar days following the date of the final report.

(5) Documentation of the improvement plan and accomplishments submitted to the appropriate Assistant Director, OIEP.

(6) The school supervisor through the Agency Superintendent for Education or Area Education Programs Administrator will provide the submission of progress reports to the appropriate Assistant Director, OIEP as received. The progress report must show tasks or actions completed, tasks or actions planned, problems encountered or anticipated, and corrective actions taken or required. The Agency Superintendent for Education or Education Programs Administrator will be responsible for tracking progress and keeping files on the cases.

DD. Report Disposition. Files will be maintained for each monitoring review in the appropriate Agency Superintendent for Education's or Area Education Programs Administrator's office. Case folders of reviews will include: pre-planning review documents, the review plan, review instruments and data forms, the final review document, the local improvement plan, post-review

Education
Academic and Dormitory Standards

correspondence and letters relating to follow-up actions, and certification(s) of completion. Case folders will be retained in an "open" status until the remedial action plan is certified as accomplished by the Agency Superintendent for Education or the Area Education Programs Administrator. Case folders will be used in assessing individual performance, conducting future evaluation reviews, and in future planning actions. Inactive files and records will be maintained and disposed in accordance with 16 BIAM.

EE. Educational Policy and Administrative Procedure Review. Each program officer (i.e., Assistant Directors, Division Chiefs and Branch Chiefs) of the Office of Indian Education Programs, each Agency Superintendent for Education and each Area Education Programs Administrator shall annually conduct a summary evaluation of their programs to assess the degree to which each Bureau educational policy and administrative procedure assists or hinders schools in complying with the requirements of the standards required by this manual. This evaluation will include, but not be limited to, the following actions:

(1) Evaluation of current policies and practices not related to this section and the effects they may have in terms of time and resources required which otherwise would be used to meet the standards of this section.

(2) Recommend the modification of any policies and practices which interfere with or compromise a school's capability to achieve and maintain the established standards.

(3) Include any non-Federal agency's evaluation of the current policies and procedures and their effect on the school being able to comply with the requirements of this part.

(4) This review procedure is to be documented in writing with the results submitted annually by July 1 of each year to the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs).

FF. Review Components. Each procedural review will cover as a minimum the assessment of:

(1) Policy Actions:

(a) Legislative.

(b) Regulatory inter and intra Agency.

(c) Judicial.

(d) Executive orders.

Education
Academic and Dormitory Standards

- (2) Procedural Actions:
 - (a) BIAM guidelines.
 - (b) Other guidelines.
- (3) Organizational Management:
 - (a) Monitoring.
 - (b) Evaluation.
 - (c) Feedback.
- (4) Special programs.

GG. Process. The exact criteria and method of presentation of the evaluation will be made at a later date.

HH. Documents Necessary for Compliance.

- (1) Copies of the instruments used in the process.
- (2) Copies of pertinent backup documentation used for the review.

Education
Academic and Dormitory Standards

4.18 National Dormitory Criteria.

A. Purpose. This section contains the criteria and mandatory requirements for all dormitories. The general intent of the development and implementation of the dormitory standards is to maintain or bring all dormitory operations, whether Bureau or contract, to a level of acceptable quality and effectiveness. The standards range from programmatic, personnel and other requirements in the operation of dormitories of varying student populations and architectural designs. The individual employee responsibilities, based on terminology used to designate specific employee positions and their assigned responsibilities may vary depending upon whether the dormitory is a direct Bureau operation or contract operation.

B. Definitions. For this particular section the following definitions are provided:

- (1) Counselor. A certified staff member, including those in both academic and dormitory situations, who help the students to understand educational, personal, and occupational strengths, and limitations; to relate abilities, emotions, and aptitudes to educational and career opportunities; to utilize abilities in formulating realistic plans; and to achieve satisfying personal and social development.
- (2) Dormitory. A facility which provides students boarding and lodging on a temporary residential basis for the purpose of attending a Bureau-operated or Indian-controlled contract or public school.
- (3) Intense Residential Guidance. A program for residential students who need special residential services due to one or more problems as stated in 25 CFR Part 39.11(h).
- (4) Paraprofessional. A staff member who works with and is under the supervision of (direct or indirect) a professional staff member, but who does not have full professional status, e.g., Homeliving Assistant, Dorm Manager.
- (5) Peripheral Dormitory. A facility which provides students boarding and lodging during the school year for the purpose of attending a public school.
- (6) Residential Services under Exceptional Child Programs. A program providing specialized residential care as determined by 25 CFR Part 39.11(i).
- (7) School Supervisor. A person with or delegated with decision making authority for the entire school.

Education
Academic and Dormitory Standards

C. Policy. Each school with dormitory programs and peripheral dormitories shall implement the BIA National Dormitory Standards at the beginning of the 1988-1989 school year.

D. General Provision.

(1) Autonomy and Authority. Dormitory programs will be administered by an individual who shall have sufficient autonomy and authority to ensure a successful operation. This individual may be called a Homeliving Specialist, Supervisory Guidance Counselor, Department head or Principal. Said individual will report to the school supervisor through the established channels of authority.

(2) Counseling Services in Peripheral Dorms. In peripheral dormitory operations, the program will ensure access to or provide a guidance program equal to the counseling standards as stated in section 4.15 Counseling Services. In cases where counseling services are available through the public schools, the dormitory administrators are also responsible to assure that counseling services are equal to the counseling standards. Peripheral dormitory administrators are also responsible to assure that counseling services during after-school time is available.

(3) Residential Exceptional Child Program. Dormitory programs which receive funds for students under this program shall adhere to the following:

(a) Eligible students are those that have been diagnosed and currently receiving services in a special education program. High service level and only certain moderate service level students are eligible. Handicapping conditions requiring moderate service levels, such as the following, will allow a student to be eligible:

- (i) Orthopedically handicapped
- (ii) Health impaired
- (iii) Emotionally disturbed
- (iv) Mentally retarded
- (v) Multi-handicapped

(b) A separate "Residential Individual Education Plan" is required for each student and will be placed in the student's special education folder. A separate folder on the student must also be kept in the dormitories.

Education
Academic and Dormitory Standards

(c) Documentation to support completion and tracking of dormitory developed objectives found in the plan must be on file.

(d) In peripheral dormitory operations, the stated procedures also apply. The dormitory administrator will be responsible for coordinating the process with the public school.

(4) Intensive Residential Guidance Program. Dormitories with "Intensive Residential Guidance Program" shall have a written description of the Program(s). The written description should include purpose, objectives, activities, staffing, and an evaluation system. Each student who receives funding for such services must have a file that contains the following:

(a) Certification of Eligibility. (Presenting Problems and Supporting documentation, must have one of the following):

(i) Written/signed request from an office of Court or Juvenile authority;

(ii) Diagnostic reports from a licensed psychologist, psychiatrist or psychiatric social worker, certifying a student as socially maladjusted;

(iii) School, court and/or social service agency records indicating dropout status, expulsion under due process and/or 50 or more days of truancy during this or last school year;

(iv) History of extreme disruptive behavior with appropriate records, incident reports may also certify eligibility. Occasional talking back, use of profane language, not following direction shall not be construed as extreme disruptive behavior. Extreme disruptive behavior must be on a regular and reoccurring basis.

(b) Staffing and Placement. A staffing conference shall be held on each eligible student. Signatures of three (3) staff members on the staffing committee are required to place the student into the program.

(c) An "Individual Treatment Plan" (I.T.P.) will be developed for each student. The plan needs to include the following:

(i) referral date and sources;

(ii) identification of specific needs;

(iii) specified goals and objectives to be met;

Education
Academic and Dormitory Standards

- (iv) record of services (5 hours per week minimum) with beginning and ending dates;
 - (v) responsible staff persons who will be providing services; and
 - (vi) an evaluation system to measure the student's progress and the effectiveness of the programs.
- (d) Services provided to students in the "Intensive Residential Guidance Program" must be above and beyond those offered to students in the regular residential programs.

(5) Counseling Services. Counseling services shall be made available for students during non-academic hours. The intent is two-fold. One, it will not disrupt the student's instructional time. Two, it will provide the counselor and student an opportunity to discuss more social and/or emotional oriented problems that may be directly related to educational success. Non-academic time may include before school, lunch period, study halls, after school hours, evenings and weekends.

(6) Notification Provisions. Provisions shall be made to interpret to staff, students and parents the administrative policies and practices of the dormitory. This can be presented in form of a manual, handbook, brochure or other written document. A school handbook will suffice if a section is devoted to dormitory operations. In situations where only a dormitory operation exists (peripheral dorm), a separate document will need to be developed. The handbook from the school where students are in attendance should be included as a supplement. Dorm handbooks and/or inserts should contain the following:

(a) Statement of dormitory philosophy and goals. The philosophy can be a general statement as to what students, staff and community are trying to accomplish through the dorm program. Philosophies should, whenever appropriate, support the total school and/or academic program. Goals are more specific in the sense that they are to be developed with the idea of accomplishing them in a time frame.

(b) Policy Development. Description of the process of how policies are developed at the local level; publication of rules governing student behavior; consequences of infraction; and a listing of responsible parties for enforcement of the aforementioned.

(c) Student Rights. A separate manual/handbook or a section of the school/dormitory handbook will include student rights and responsibilities and due process procedures.

Education
Academic and Dormitory Standards

(d) Other. The document may include information on grading systems, checking in and out procedures, student interest activities as arts and crafts, and recreation; special student programs, behavior modification, guidance sessions, etc.

(7) Responsibilities and Supervision. As students become older and mature it should be expected that they should and will handle more responsibilities. Dorm programs should be developed to teach, train, and allow students a gradual and successful transition from various levels in their lives. For the primary grade dorms, closer supervision of the students can be expected. In middle school dorms, students should be trained to accept and carry out responsibilities in a successful manner. High school dorm programs should emphasize the ability of students to enter adult society successfully.

(8) Interest Programs. Dormitory programs shall provide and maintain a well-balanced student activities program. The program offerings shall be decided upon after an assessment of needs and wants is made. The assessment can be done through a questionnaire and/or committee comprised of students and staff. It is imperative that offerings are what the students want and need. It is also important that staff or outside talent is available before embarking on a particular activity. Examples of activities that can be offered are: special interest clubs, physical activities, student government, and cultural affairs. In addition, the following provisions shall be adhered to:

(a) Dormitories should plan and provide for an intramural program which includes a variety of scholastic and sports activities. These programs should teach basic rules and techniques of a particular activity; provide for cooperative play; encourage positive team/individual competition; and use of decision making skills that would conclude in a more balanced use of leisure time.

(b) A plan of operation shall be submitted by each activity or school program at the beginning of each school year. It will be submitted to the school supervisor, and approved by the school board. The plan shall include purpose, structure and coordination of the activity.

(c) All dormitories conducting fund-raising activities are required to establish a school/study activity bank account, following school/student banking procedures outlined under 25 CFR Part 31.7. All accounts shall be audited annually. It will be the responsibility of the Agency/Area Office of Indian Education Programs to assure that such audits are completed.

(9) Staff/Parent/Student Conferences. Dorm staff/parent and student conferences on the student's behavioral/social progress and development shall be held, where feasible and practical. This should be done to provide an additional means of communication between home and dormitory. This could

Education
Academic and Dormitory Standards

be done in conjunction when parent/teacher conferences are held at the school, during an open-house function, on home visitation by dorm staff and/or parent visitation to the dorm. Dorm staff who work with students on a day-to-day basis should be in attendance at such conferences. Where great distances are involved and where it would be unfeasible, dorms may elect to communicate with parents through correspondence.

E. Elementary/Secondary Level Dormitories (Counseling Services).

(1) General. Counseling services are essential to a quality and successful dormitory program. Dormitory programs shall provide or have access to the services of applicable state certified counselors with experience in dealing with that particular level of students. Counselors may serve both the academic and dorm programs of the school. This can be done as long as equal time is allocated for students to receive services during non-academic sessions.

(2) Dorm Counselors. In schools where there are both academic and dorm counselors who work exclusively in their respective departments, the dorm counselor need not necessarily be certified as the academic counselor if he/she will be considered as a support personnel to the professionally trained counselor. However, Dorm Counselors are still required to have Bachelor of Arts degrees in a social science/service area with similar accompanying experience.

(3) Supervisory duties of Counselors. Counselors may be assigned minimal or temporary school supervisory duties. However, the individual should not be expected to perform both duties simultaneously. If at all possible, such assignments should be done on a last resort alternative basis.

F. Dorm Counselor to Student (ADM) Ratios. The following are the ratios of Dorm Counselors to students at the respective class levels:

(1) Elementary Level (K-8)

Less than 74 students:	1/2 Time Counselor
75 - 150 students:	1 Full-Time Counselor
151 - 225 students:	1 Full-Time Counselor and 1/2 Time Counselor

(2) Secondary Level (9-12)

Less than 100 students:	1/2 Time Counselor
100 - 200 students:	1 Full-time Counselor
201 - 300 students:	1 Full-time Counselor and 1/2 Time Counselor

(For dormitories that exceed 300 students (ADM), counselor time will be provided according to the above ratio.)

Education
Academic and Dormitory Standards

(3) Other methods of meeting the ratio. As long as 1/2 time, professionally trained and certified counselor is providing services in the dorm, degreed education personnel may be utilized to meet the ratio. Certified School Social Workers are considered counselors as well as state certified school counselors. An approved counseling plan should be adopted that includes referral and follow-up. Examples of such supportive personnel are, but not limited to, the following:

- (a) Dorm Counselors - non-certified
- (b) Homeliving Specialists, teachers

(4) It should be noted that supportive personnel are required to have some form of documentation that services are being rendered. It is suggested that dormitories and/or schools utilize innovative ways of best utilizing the services of a counselor. The time that a school counts as counseling time to meet the ratio must be utilized with student counseling activities. Exploration may involve the idea of time-sharing of the service of an individual to meet the ratio.

G. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

- (1) A copy of state certificate for each counselor;
- (2) Staffing chart to verify student/counselor ratio, or, written explanation of how student/counselor ratios are met if other than standard method is used, i.e. teacher, homeliving personnel who are state certified;
- (3) Copy of student referral system used for counseling services in peripheral dorms;
- (4) Blank samples of IRG folders used to verify eligibility, placement, time, personnel involved, IIP, and follow-up;
- (5) Schedules of dormitory counseling conducted during count weeks to indicate meeting the required student/staff ratio;
- (6) Copy of formally adopted, student handbook, brochures, announcements outlining those topics required but not limited to the standards;
- (7) Copy of the counseling plan which outlines schedules, activities, responsible personnel, school supervisor's approval, goals, and follow-up evaluation for future planning.

Education
Academic and Dormitory Standards

H. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to be in compliance with the section:

(1) Counseling techniques provide for career, academic, social, and personal needs of the students based on their cultural and personal values.

(2) At no time during the year was the required student/counselor ratio exceeded.

4.19 Homeliving.

A. Purpose. To provide a consistent formula for paraprofessional distribution in the Homeliving setting that allows for better supervision and accountability of students.

B. Definitions.

(1) Intra-School Pass System. The pass system is a means by which student movement is authorized by school staff. Student movement is meant to refer to such activities as "going to the counselor's office." The pass system should be addressed in the policy and procedures developed for the school/dorm and placed in the school handbook.

(2) Loco Parentis. A strict translation reads, "In place of the parents". The school is charged with performing basic parental responsibilities, for its students, providing for student welfare, meals when necessary, disciplining students, rewarding good behavior, and the safety of its Student body are examples. It should be noted that students do not forfeit constitutional rights. It is recommended that the head of the dormitory operations be versed in "school law".

(3) Isolation Room. A room(s) within the dormitory facility that is to be used for students with communicable illness/diseases. Every effort to work in conjunction with local Indian Health Services should be made by the school; example: IHS may recommend a particular method of resolving the illnesses, recommendation should be followed where possible.

(4) Check-Out. When responsibility for the student is transferred from the school to another responsible person through a written document.

C. Policy. Each residential operation funded by the Bureau of Indian Affairs shall implement these standards at the beginning of the 1988-89 school year.

D. Responsibility. It is the responsibility of each school supervisor to implement the BIA Educational Standards at the beginning of the 1988-89 school year. Each school supervisor shall report the progress of this implementation periodically to the school Agency Superintendent for Education or Area Education Program Administrator. (Refer to section 4.17 of this part - Monitoring and Evaluation.)

E. Staffing Requirements. Staff shall be provided so that at least one adult is on duty at all times when students are in the dormitory. Each dormitory program shall include, but not be limited to, the following:

Education
Academic and Dormitory Standards

(1) Every dormitory facility shall be under the direct supervision of a dormitory manager. A building composed of separate wings or several floors shall be counted as one facility.

(2) Each dormitory operation shall provide the following minimum on-duty paraprofessional staff to student ratio (ADM):

Grades 1-6

<u>Weekdays</u>	<u>Ratio</u>
mornings	1:30
during school hours	1:40
evenings	1:30
nights	1:40
 <u>Weekends</u>	 <u>Ratio</u>
mornings	1:30
evenings	1:30
nights	1:40

Grades 7-12

<u>Weekdays</u>	<u>Ratio</u>
mornings	1:50
during school hours	1:80
evenings	1:50
nights	1:80
 <u>Weekends</u>	 <u>Ratio</u>
mornings	1:50
evenings	1:50
nights	1:80

(a) Dormitory operations for grades one through eight are encouraged to provide additional staff aides during the time children in the primary grades are dressing, preparing for breakfast and school. Staff ratios on weekends shall be reduced at boarding schools to adjust for those students who go home, according to the above ratio.

(b) Before a discussion of the ratios takes place, it must be clearly understood that location directly affects these ratios. Residential operations both on and off the reservation in some parts of the country are

Education
Academic and Dormitory Standards

only open when the students are in residence before and after school. Therefore, it must be assumed that those residential operations will only be in compliance during their regular hours of operation.

(c) These guidelines are required for the development of the dormitory student. It must be understood that homeliving situations are responsible for the education of the child much the same way a parent is responsible for education. Manners, morals, oral hygiene, personal hygiene, reinforcement of educational techniques taught in the academic area, physical fitness, responsibility, social awareness, and other areas are either taught directly or reinforced in the residential setting. These ratios should accomplish not only supervision of the child, but also should address the issues previously mentioned.

(3) Personnel included in ratio. In the Homeliving Department there are other personnel besides paraprofessionals. Some of these people may be included in the ratio and some may not. The standards themselves state that the ratio is that of on-duty paraprofessional staff to student.

(a) Homeliving Specialist, Counselors, and Other Related Professionals have their own ratios and would not be eligible for consideration.

(b) Dormitory Managers oversee the entire paraprofessional staff and are included in the ratios, because they should be actively involved with the students.

(c) Night Guard, if a facility has the position of night guard, they may not be considered part of the night ratio.

(d) Recreation Staff provides more programs than daily supervision of students. They shall not be considered in the program ratios. Their time is more effectively spent dealing with many groups of children.

(4) Schedules. Schedules shall be the key to effectively dealing with the hours criteria. A new attitude towards scheduling will help the dormitory manager accomplish the criteria. During the light hours such as in school time and on weekends when there is check-out, the staff pattern can be lightened because there are fewer students. Early mornings and after school, Monday through Friday, the staffing pattern must be heavier to meet the criteria. Evening hours should have more personnel on duty in almost all cases.

Education
Academic and Dormitory Standards

A sample schedule of one wing of 50 third grade students is shown:

	SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
Aide 1	xxx	2P-10P	2P-10P	2P-10P	2P-10P	2P-10P	xxx
Aide 2	6A-2P	6A-2P	6A-2P	6A-2P	6A-2P	xxx	xxx
*Aide 3	2P-10P	xxx	xxx	6A-10A	6A-10A	6A-2P	6A-2P
*Aide 3				2P-6P	2P-6P		
Aide 4	xxx	2P-10P	2P-10P	2P-10P	2P-10P	2P-10P	xxx
*Aide 5	xxx	6A-10A	6A-10A	6A-10A	6A-10A	6A-10A	xxx
*Aide 5		2P-6P	2P-6P	2P-6P	2P-6P	2P-6P	

Aide 6	10P-6A	10P-6A	10P-6A	10P-6A	10P-6A	xxx	xxx

Aide 7	xxx	xxx	10P-6A	10P-6A	10P-6A	10P-6A	10P-6A

Aide 8	10P-6A	10P-6A	xxx	xxx	10P-6A	10P-6A	10P-6A

* - Aide for evening activities, split between two wings.

** - Aide for morning activities, supper and after school help, split between two wings.

*** - Aide split between two wings.

This is a sample only. Scheduling can be accomplished in many ways depending on the personnel available and the needs of the program. It is possible that dormitories may not have enough personnel to provide the coverage. However, you are cautioned that the first review should be at the local level; attempt to provide the coverage. Appropriate documentation must be maintained if you cannot.

F. Group Instruction. (1) Group instruction and discussion sessions shall be held on various topics at least on a monthly basis, but preferably on weekly basis. Topics to be presented may be determined by a committee comprised of students, staff, administrators, and parents. These topics shall include discussions of problems or needs that exist at the location and/or community.

Education
Academic and Dormitory Standards

(2) Group instruction is one area where additional people in the framework of the program can make a positive contribution. Problems, new ideas, complaints, guidance lessons, personal hygiene and other timely topics can be discussed. This kind of staff, student, and community involvement will improve the program by improving dormitory-home communication. A list of suggested topics for lessons is below:

- (a) Disease Awareness
- (b) Career Awareness
- (c) Personal Property
- (d) Drug Awareness
- (e) Courtesy
- (f) Study Skills
- (g) Sex Education
- (h) Personal Hygiene
- (i) Stealing
- (j) Homework
- (k) Personal Attitudes

G. Housekeeping. Each dormitory facility shall be cleaned daily when in operation so as to provide a safe and sanitary environment. Student assistance may be utilized; however, the responsibility for the cleanliness, safety, and sanitation of the facility shall rest with the dormitory administrator. Bed and bath linen shall be changed a minimum of once per week. Necessary toiletry items shall be made available to those students who are economically unable to provide them.

H. Student Assistance. It is important to keep this area in proper perspective. The homeliving area is the child's home away from home and students should be taught the responsibility of keeping the space clean. However, it is not their total responsibility. The aides in the wing, the dormitory manager and the Homeliving Specialist should carefully evaluate the child's role in keeping the dorm clean. It is also important to remember that there are warnings prohibiting children from using some equipment in dormitories such as floor polishers, extractors, and carpet shampooers.

Education
Academic and Dormitory Standards

I. Laundry Facilities. Dormitory operation shall have clothes washers and dryers. Equipment shall be utilized only for student clothing unless a laundry contract is not in force or during emergencies. In grades one through six, residential para-professionals shall be responsible for the upkeep of clothing. Students in grades seven through twelve shall be responsible for the upkeep of their own clothing. In grades seven through twelve, students shall be allowed to wash and dry their clothes after training is given. The standard will be one operative household-sized washer and dryer per 25 students or 1 operative commercial-sized washer and dryer per 50 students.

J. Student Accountability. A system of student attendance accountability shall be established at each residential facility.

(1) Minimum requirements of the system shall include an attendance check procedure:

(a) At least four (4) check procedures per normal/waking days for grades one through eight, and

(b) Two (2) check procedures for grades nine through twelve.

(c) Students in grades seven through twelve may be allowed to have a self check-in system provided that an employee reviews the roster within an hour at each check-in time; this does not include "check-out" from the school/dormitory.

(d) During sleeping hours, students in grades one through eight shall be checked on an hourly basis.

(e) Students in grades nine through twelve shall be checked every two (2) hours.

(f) At the start of each school day, residential facility supervisors shall report to the school office, which students will not be in attendance.

(g) an intra-school pass-system shall be developed and implemented.

(2) It should be noted that these are guidelines for minimum standards. Residential facilities are encouraged to develop in-depth accountability procedures, such that the residential program is actually involved in the act of "loco parentis". The students' safety and welfare shall always be one of the major responsibilities of the residential operation.

Education
Academic and Dormitory Standards

K. Student Check-Out. Residential operations shall have, as part of their operations handbook, a policy for student check-outs. Such a policy must adhere to the concept that the dormitory/school is acting in "Loco Parentis".

(1) The policy shall:

(a) be adopted by the school board;

(b) provide for overnight, weekend and vacation check-outs from school/dormitories; and

(c) require students to have on file, written approval from their parents or guardian, to participate in the check-out system.

L. Isolation Rooms. Dormitory facilities shall have a designated room or rooms which shall be utilized as an isolation room(s) for student health care needs.

(1) Where there is an Indian Health Services facility on school campus, cooperation and coordination in development of such an isolation area would be strongly recommended.

(2) Students isolated in such room(s) shall be checked on a minimum of an hourly basis.

(3) In the event of a diagnosed serious illness, parents should be informed of their son/daughter's situation.

M. Emergency Procedures. Each dormitory facility shall develop a written procedure for handling emergency situations. Some examples of emergencies are: life threatening medical health problems both on and off campus (field trips, interscholastic sports), power failures, walkaways, etc. Such a procedure shall:

(1) Include names and telephone numbers of the responsible parties to contact in case of emergencies. Responsible parties are meant to include, but should not be limited to:

(a) Dorm Manager

(b) Home Living Specialist

(c) Department Head/Assistant Principal

(d) Principal/Superintendent

(e) Local Law Enforcement Agency

Education
Academic and Dormitory Standards

- (f) Local Medical Service Unit
- (g) Doctor, Nurse
- (h) Fire Department

(2) be adopted by the school board.

(3) be reviewed a minimum of once a year for update.

(4) be reviewed a minimum of four (4) times an academic year by the entire residential staff (should be incorporated into the department's annual in-service program).

(5) include the training program by which dormitory staff are trained in first aid procedures.

N. Tutoring Services. A tutoring program shall be developed and implemented to assist those students having academic difficulties.

(1) The program shall:

(a) Provide a place and time where tutoring, homework, reading, and/or studying can be done for at least one hour daily during non-school hours.

(b) work in conjunction with the academic programs, such that information on student status can be available to dormitory personnel.

(c) Operate during established quiet time/study hour.

(2) It is strongly recommended that schools be creative in developing a tutoring program. Cooperation and coordination with programs like Chapter I, Special Education (Public Law 94-142) or intense residential guidance should be utilized where possible.

O. Dormitory Facilities. The responsible dormitory supervisor shall be accountable for reporting any hazardous or defective items in the dormitory to the appropriate supervisor and plant manager.

(1) Where there is an existing BIA Facility Management Program on campus, the residential supervisor should use the current written procedures on workorder reporting and follow-up.

(2) It would be recommended that the dormitory supervisor maintain a record of the building(s) history, as it pertains to repairs, vandalism, etc. The record should include costs of repairs, the date of situation, and the date of repair.

P. Leisure Time. The area of leisure-time activities is one of major concern. Student profiles of boarding school students indicate that students may not be utilizing leisure-time in a constructive manner. As the residential facility is likened to the home of the student, the residential supervisor shall strive to maximize the student's free time by proper utilization of resources and structured leisure-time services shall be provided to dormitory students.

(1) Dormitory leisure services should be incorporated in the student activity program plan as it is required by section 4.16 of this manual. A school-wide plan of student activities shall be submitted to the school supervisor and adopted by the school board.

(2) Leisure-time activities may include activities such as recreational activities, clubs, arts/crafts, 4-H, and reading of newspapers and periodicals.

(3) Television viewing shall not be considered as structured leisure time except when a scheduled program provides an educational benefit.

Q. Communication/Local Service Agency. Lines of communication shall be established with other local social services agencies to assist in the resolution of problems that may extend beyond the confines of the dormitory. The agencies may be State, Tribal, or Federal.

(1) These communication procedures should be part of the written operations handbook.

(2) These communication procedures should also be made available to the residential staff via the inservice program.

R. Emergency First Aid. As each school is required to have on record an emergency procedure plan as stated in 25 CFR part 36.74, it shall include a means by which staff are trained in basic first aid, such that:

(1) All dormitory personnel shall receive training in emergency first-aid procedures. Such procedures should include:

(a) Review of established emergency situation procedures as required by in 25 CFR part 36.74.

(2) Residential employees should be holders of current first-aid cards, such as CPR (cardiovascular pulmonary resuscitation), multi-media, first-aid or basic red cross first-aid card.

S. Documentation. It is the responsibility of the local school supervisor to provide the following documents to verify compliance to this section:

Education
Academic and Dormitory Standards

- (1) Schedules of Dormitory Managers and Homeliving Assistants to verify ratios during count week;
- (2) A copy of adopted check-in/check-out procedures;
- (3) A copy of the adopted school emergency procedures;
- (4) Have on file written documentation of first-aid certification of personnel;
- (5) Have documentation of washer-dryer ratio.

T. Statement of Assurances. It is the responsibility of each local school supervisor to sign a statement of assurances with the following statements to be in compliance with this section:

- (1) The dormitory program provides for guidance lessons, recreational activities, and tutorial time that is consistent with student interest and need.

Education
Academic and Dormitory Standards

4.20 Space and Privacy.

A. Purpose. The purpose of this section is to provide guidelines and direction for the implementation of the regulations pertaining to the space and privacy area of the dormitory program.

B. Definitions. The following definitions are to provide a common understanding of the terminology in the implementation of this section.

(1) Space. Includes the student room of a dormitory, and any commonly shared area of the dorm such as the living room and bathroom.

(2) Privacy. An opportunity for the student to care for his/her personal belongings, and for the student to maintain an area for his/her occupancy, by the residential facility providing space for the exclusive use of the students.

(3) Sleeping Room. Includes the area of the dormitory which is identified as a student's room and where the students sleep.

C. Policy. It is the policy of the Office of Indian Education Programs (OIEP) that each residential operation funded by the Bureau of Indian Affairs, implement the space and privacy standard at the beginning of the 1988-89 school year. It is the policy of OIEP that each dormitory operation meet the space and privacy requirements provided in 25 CFR Part 36.75 except as indicated in this manual.

D. Responsibility. It is the responsibility of the school supervisor to see that the requirements of this chapter are implemented. Each school supervisor shall report the progress of this implementation periodically to the local school board, Agency Superintendent for Education or Area Education Programs Administrator.

E. Scope. The configuration of sleeping rooms and other areas will vary according to the grade levels of the occupants; however, sleeping rooms shall provide sufficient space and privacy for the resident students.

F. Process. The following space and privacy requirements shall be required for dormitories. A dormitory shall be considered at capacity when the addition of one more student would put the school/dormitory out of compliance with the space standard; and additional students shall not be admitted for residential purposes.

(1) Dormitory facilities for grades one through eight shall have space footage of 40 square feet per student on an average for each sleeping room.

Education
Academic and Dormitory Standards

(2) Dormitories housing students who are in grades nine through 12 shall provide sleeping rooms with square footage ranging from 50 to 70 square feet on an average for each student in the dormitory.

(3) When new dormitories are constructed, or existing dormitories are remodeled, sleeping rooms shall be constructed not to exceed a maximum of four students per room for grades one through twelve.

(4) Each peripheral dormitory shall have a set of encyclopedias, one dictionary for every ten students (ADM), and ten other general reference materials such as an atlas or periodical subscription.

(5) When new dormitories are constructed, it shall be the duty of BIA officials to incorporate the structural advantages to maintain a high level of student safety and welfare. BIA officials are meant to include residential supervisors, school supervisors, responsible agency and area office personnel, and facility management architects/engineers.

4.21 Compliance.

A. Purpose. The purpose of this section is to establish compliance guidelines for the implementation of the national criteria for dormitory situations.

B. Definitions.

(1) Compliance. Compliance is a process whereby a dormitory has successfully met and satisfied all the required national criteria for dormitory standards as set forth in 25 CFR Part 36.

C. Policy. Each dormitory shall implement the national criteria for dormitory situations within 30 calendar days of the publication in the Federal Register of the dormitory standards.

D. Responsibility. Each responsible dormitory supervisor shall, within 45 calendar days after the start of each school term, submit a compliance report to the local school board; within 15 calendar days after the report has been submitted to the school board, the compliance report shall be submitted to the Agency Superintendent for Education or the Area Education Programs Administrator, as appropriate, which attests to whether a dormitory is in compliance or non-compliance.

E. Process. In those instances where a dormitory does not meet the requirements of these standards, the dormitory supervisor shall so inform the parents or legal guardians by letter no later than 60 calendar days after the start of each school term.

F. Compliance Report.

(1) The compliance report shall contain the following:

(a) A written statement attesting to the fact that the dormitory has or has not met all of the requirements.

(b) A specific listing of the requirements which have not been met.

(c) A detailed action plan designed to correct deficiencies.

(d) A statement signed by the local school board attesting to the fact that it has been apprised of the school's compliance status and concurs or does not concur with the action plan to reach compliance.

G. Summative Report. The Agency Superintendent for Education or the Area Education Programs Administrator, as appropriate, shall review each dormitory

Education
Academic and Dormitory Standards

compliance report and shall provide the Director with a summative report by November 15 of each year which includes:

- (1) A listing of those dormitories in compliance and those not in compliance.
- (2) A detailed statement as to why each dormitory is not in compliance and how it proposes to reach compliance.
- (3) A plan of action outlining what administrative support actions the Agency Superintendent for Education or Area Education Programs Administrator will provide to the school supervisor and school board to reach compliance.

H. Non-Compliance. In the event a dormitory is not in compliance for two consecutive years due to conditions which can be corrected locally, appropriate personnel actions shall be initiated at all applicable levels of school administration. Non-compliance may be acceptable grounds for dismissal.

I. Annual Congressional Report. The Secretary shall submit, to the appropriate committees of Congress in the annual budget request, a detailed plan to bring all Bureau and Contract/Grant schools up to the level required by the applicable standards established under §1121 of Public Law 95-561, 25 U.S.C. §2001.

J. Waiver and Revision Authority. The waiver authority is addressed in the standards as a process to be used for revising dormitory standards. The non-action thereby eliminates any authority for the Bureau to grant dormitory waivers.

EXAMPLE ILLUSTRATION
REFERRAL FORM FOR COUNSELING

_____ (Date)

NAME OF PERSON REFERRING STUDENT: _____

TITLE OF PERSON REFERRING STUDENT: _____

NAME OF STUDENT BEING REFERRED: _____

GRADE: _____ PARENTS NAME: _____

BRIEF FAMILY HISTORY (If known): _____

DESCRIPTION OF BEHAVIOR WHICH LEAD TO HIS/HER REFERRAL: _____

_____ (Signature)

All referrals will be kept confidential

EDUCATION
Special Programs

- .1 General Information
- .2 Policy
- .3 Procedures
- .4 Types of Programs
 - A. Alcohol and Drug Abuse
 - B. Summer Programs
 - (1) Policy
 - (2) Eligibility to Participate
 - (3) Summer Program Plans
 - (4) Summer Program Reports
 - (5) Academic Program
 - (6) Services Bureau Schools May Perform
 - (7) General Administrative Requirements

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

5. Special Programs.

5.1 General Information. Special programs are considered by the Bureau's Office of Indian Education Programs to be those activities engaged in by the schools and supported by the Office of Indian Education Programs which are not covered by general program offerings.

5.2 Policy. It shall be the policy of the Bureau's Office of Indian Education Programs to encourage and support programs of a special nature which have an impact on the growth and development of students served by the Office of Indian Education Programs.

5.3 Procedures. All special programs whether initiated at the local level or on the national level should adhere to criteria formulated cooperatively between the Office of Indian Education Programs and the school.

5.4 Types of Programs.

A. Alcohol and Drug Abuse.

(1) All elementary and secondary schools shall provide alcohol and drug abuse programs required by the Act of May 29, 1886 (24 Stat. 69) as follows:

"The nature of alcoholic drinks and narcotics and special instruction as to their effects upon the human system, in connection with the several divisions of the subject of physiology and hygiene, shall be included in the branches of study taught **** and in all Indian **** schools in the territories of the United States.

"It shall be the duty of the proper officers in control of any school described in the foregoing section to enforce the provisions of this Act; and any such officer, school director, committee, superintendent, or teacher, who shall refuse or neglect or fail to make proper provisions for the instruction required and in the matter specified by the first section of this Act, for all pupils in each and every school under his jurisdiction, shall be removed from office and the vacancy filled as in other cases."

(2) In view of the destructive effect of alcohol and narcotics, the proper and intelligent carrying out of this section is considered of vital importance.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Special Programs

B. Summer Programs.

(1) Policy. Summer programs provide Indian children and youth with opportunities to engage in enriching and wholesome experiences during the summer months. These opportunities contribute to the broadened social and cultural understandings necessary for full participation in American life.

(a) Bureau Personnel. Bureau Education personnel shall organize and conduct wholesome and beneficial summer programs for eligible Indian students. These programs are to be carried out by existing education staffs when possible. When existing education staff are inadequate to conduct the summer programs, temporary employees may be employed. Requests for additional personnel must be included in the plans submitted to the Central Office for approval. Preference is to be given to qualified Indian high school graduates, or college students. Bureau education staffs should work closely with other branches of the Bureau planning and carrying out the summer programs.

(b) Tribal Cooperation. Bureau personnel are to encourage Indian tribes to sponsor or co-sponsor summer programs.

(c) Non-Bureau Programs. It is the policy that Bureau Education personnel shall cooperate with non-Indian community representatives to involve Indian children in community sponsored programs.

(2) Eligibility to Participate. All students, including post high school students, under the Bureau's jurisdiction whether in Bureau, public, mission or private schools are eligible to participate in Bureau sponsored programs. Agency officials should determine whether post high school students would profit more as participants or as student aides. Agency and off-reservation school administrators shall have the responsibility of terminating the enrollment of participants who do not adhere to program regulations.

(3) Summer Program Plans. Written plans are to be developed at the local level for all summer program activities. These plans must be submitted in duplicate on Form 5-1486 ("Summer Program Plans") to the Central Office by a date to be set by the Director. A Form 5-1486 must be completed for each phase of the program. (Work, academic, recreational, etc.) Each agency and reservation school must prepare a summary of its programs on Form 5-1487 ("Summary of Summer Program Plans") and forward it to the Central Office with its plans. Central Office officials are responsible for the detailed review of all agency and off-reservation school program plans. Such reviews will be concerned with adherence to the prescribed format, controlling excessive

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Special Programs

expenditures including those for long expensive trips, assigning priorities in terms of funds available, and with the feasibility of the plans in terms of benefits to Indian children, on the basis of the review the Director shall approve the plans, recommend changes or disapprove the plans.

(4) Summer Program Reports.

(a) Pupil Report. Each agency and off-reservation school must complete Form 5-1484, "Summer Program Report", and forward the original and one copy to the Central Office by a date to be set by the Director. Short inexpensive intrastate trips to State Fairs, State Parks, National Monuments, and other high interest points may be made. Special permission for extensive trips must be obtained from the Central Office.

(b) Planning. Plans and arrangements for field trips should be made well in advance. Students should be involved in the planning and arrangements where practicable so that they can get the maximum benefits from the trips. The planning and follow-up stages of such trips are to be documented and the educational results evaluated by the appropriate officials.

(c) Parental Consent. Obtain the consent of the parent or guardian for all day school students participating in educational field trips, and for all boarding school students participating in extended field trips.

(d) Transportation.

(i) Commercial. The official in charge of the school shall be responsible for the safety of Indian children on all field trips and for taking reasonable precautions to protect the Government against tort liability claims. Commercial transportation must be used for extended trips that expose children to hazardous traffic patterns associated with high speed highways and urban centers. Trips over 100 miles must be examined closely in terms of the above criteria and justifications provided when commercial transportation is not used.

(ii) Bureau Vehicles. Bureau vehicles may be used to transport Indian children enrolled in Federal, public, or mission schools, to and from camp sites where the approved summer program for the Area includes camping activities and the Bureau and other sponsoring agencies have agreed to cooperate in furnishing transportation and other services for the children.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

(iii) Driver Qualifications. Employees transporting children on educational field trips must comply with the requirements of 25 BIAM 1.4D.

(iv) Advance of Travel Funds. Students should be encouraged to earn and save funds for incidental expenses while on educational field trips. Where they have no resources or opportunities to earn money, small sums may be given to them for individual purchasing of refreshments, snacks, and other incidentals. These pupil expenses may be considered necessary expenses of an employee escort incidental to the authorized official travel. Travel advances may be made to employee escorts in accordance with Government Travel Regulations, for this purpose.

(v) Recording Pupil Expenses. Pupil expenses are to be recorded on the employee's travel voucher by an explanation such as: "100 students X \$.75 = \$75. Funds furnished students for subsistence, refreshments and incidentals." Receipts must be obtained as required by Section 11 of the Government Travel Regulations.

(5) Academic Program.

(a) Tuition. Summer program funds may be used to pay tuition and related costs of Indian children attending public school summer sessions.

(b) Supplies. Summer program funds may be expended for materials and supplies essential to academic programs.

(c) Study Work Programs. The study-work program is an academic program with primary emphasis on the academic portion of the program. The work portion is to be considered incidental to the academic activities. The study-work students attend class four hours or more and work four hours or less. Study-work students are not counted as Federal employees. They are to be given a stipend for the work performed. Payment of the grants should be made on Standard Form 1034, revised.

(6) Services Bureau Schools May Perform.

(a) General. The success of the Summer Program depends in large part upon the extent to which we are able to reach and hold Indian children through wholesome activities; therefore, in general, a school may perform any service during the summer program period that it performs during the regular school year.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Special Programs

(b) Transportation. Bureau vehicles may be used to transport Indian children to and from the site of the program.

(c) Lunch. A lunch or snack may be served to Indian children participating in Summer Programs. Food costs may be charged to the Summer Program account.

(7) General Administrative Requirements.

(a) Per diem. Per diem rates may be paid to employees while they are in the process of transporting or supervising students if they are away from their headquarters within periods of time specified in Government Travel Regulations. Such costs may be charged to the Summer Program account.

(b) Supplies and Equipment. Supplies and materials related to summer program activities may be charged to the Summer Program account.

(c) Minor Equipment. Minor equipment, costing \$50. or less per item, may be purchased with Summer Program funds.

(d) Major Equipment. Summer program funds cannot be used to purchase items of major equipment. Bicycles, cameras, and transistor radios for student use, are excepted from this restriction. Requests for other exceptions must be submitted to the _____ Central Office for approval.

(e) Major Alterations and Repairs. Summer program funds cannot be used to finance major alterations or repairs to buildings and grounds.

(f) Contracts. Contracts with Tribes and Agencies of State Government etc., are permissible.

(g) Other. A breakdown of costs in this category (1757.3.2; 1757.6) must be listed on the reverse side of Form 1486.

(h) Interscholastic Programs. Secondary schools are encouraged to participate in interscholastic athletic and educational programs. Such programs shall, as a minimum, meet state standards. Elementary schools are encouraged to develop intramural programs.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

(i) Student Government. It is the policy of the Bureau of Indian Affairs to educate students in Bureau operated schools to become active members of society. Schools enrolling students in grade 7 and up shall be required to have a student government. The student government will be appropriately involved in the decision making and program planning processes. Among the responsibilities of the student government will be the direction of the various student activities and the expenditure of funds derived from these activities.

(j) Innovative Programs. All schools are encouraged to develop innovative programs to meet the unique needs of students, e.g., married students, student parents, hospital instruction, delayed entry and the like.

(k) Other. Schools wishing to implement special programs other than those specified under this section will submit a program description and justification for approval or disapproval to the Director, Office of Indian Education Programs no later than 3 months preceding the planned date of implementation of the program.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
School Organization

- .1 Calendar & School Day Organization
 - A. Length of School Year
 - B. Length of School Day
- .2 Instructional Levels
- .3 Authorized Enrollment
- .4 Religious Activities
 - ~~A. Religious Instructions~~
 - A. ~~(1)~~ Boarding Schools
 - B. ~~(2)~~ Limited Uses of Federal Facilities
 - C. ~~(3)~~ Duties for School Authorities in Complying with Parents' Requests for Religious Instruction

Note: 6.4 A. Boarding Schools

B. Limited Uses of Federal Facilities

C. Duties for School Authorities in Complying with Parents' Requests for Religious Instruction

BIAM REISSUE
FEBRUARY 1984

EDUCATION
School Organization

6. School Organization.

6.1 Calendar and School Day Organization.

A. Length of School Year. The School year shall consist of 180 school days unless local conditions make this impracticable, in which case approval for a shorter term may be secured from the Director on a showing of facts. Vacations may occur either in summer or in winter as best meets conditions in the community. A school calendar showing the proposed dates for beginning and ending the school term and the vacation periods for each school is to be filed with the Office of the Director. Any changes in the school term should be reported promptly.

B. Length of School Day. The length of the school day/instructional time shall be no less than required to meet the standards of state or regional accrediting association.

6.2 Instructional Levels. No school may carry on any grades of instruction other than those which have been specifically authorized by the Director, Office of Indian Education Programs.

6.3 Authorized Enrollment. The authorized enrollment (number of students authorized) of each school will be established and certified by the Director, Office of Indian Education Programs.

6.4 Religious Activities. The following precepts deal exclusively with the Indian schools. Since the varied situations require practical judgment, mutual tolerance, and individual self-restraint, the items which follow are not set down as immutable requirements or limitations, but are to be adhered to in spirit by all employees of the Bureau, and followed literally unless a modification is granted in a particular case after correspondence with the Area Office. Subject to the necessary qualifications indicated below, the controlling principles respecting sectarian or religious activity in the Indian schools are identifiable with the controlling principles respecting identical matters in tax-supported schools for others than Indians.

(A) Boarding Schools. No child at a Federal boarding school shall be excused for religious instruction, including instruction in the native Indian religion, during regular school hours. Religious exercises are not to be held on the premises of the boarding schools during regular school hours.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

(B) Limited Uses of Federal Facilities. Boarding school facilities may be provided for the use of religious instructors at times and conditions not in conflict with the uses of the buildings by the Bureau of Indian Affairs, within the following limitations:

(1) Use Equally Available to all Religious Groups. Any denomination or religious representative, including any representative of a native Indian religion, may be granted as a privilege the use of rooms in the buildings or premises of boarding schools for group meetings or personal conferences with pupils, who, by parental choice, or personal choice if the pupil is 18 years of age or older, request the services of such religious representatives or denomination. Space in Bureau school structures may not be provided for headquarters or for the exclusive use of any religious representative, but shall be equally available to all representatives.

(2) Use to be at no Expense to Government. The Federal Government shall be put to no expense to prepare school structures for use for religious purposes.

(C) Duties for School Authorities in Complying with Parents' Requests for Religious Instruction. When the parent or natural guardian of an Indian child appearing in person before the Superintendent, or other representative of the agency where such parent or guardian resides or before the Superintendent or principal, or other representative, of the boarding school where such child is in residence, knowingly and voluntarily, in writing, registers a request for teaching or ministration for the child by a religious representative or a denomination, such information shall be entered on the child's admission form. The Bureau official in question shall clearly inform the parents or guardians that they are under no requirement to register any request and officials shall not attempt to influence the choice, if any, by parents or guardians. When such request is made by the parent or guardian, it shall be the duty of the school authorities to inform the minister or religious representative of that faith designated by the student's parent or indicated on the student's application for admission that such student requests religious instruction. The religious representative or denomination thus selected shall be invited and enabled to make contact with the child. Such contact shall be a time other than regular school hours and shall be a time not in conflict with group activities of the schools or the tasks assigned to the child.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

(1) When Parents do not Understand English. In any situation when Indian parents do not read or understand the English language, and, therefore, hesitate to sign any document in that language, it shall be permissible for them to make the request for religious instruction or ministrations orally in the presence of witnesses, who must include the reservation or school superintendent or an official representative or either, and may include a representative of the religious denomination affected. Care must be taken to see that a full understanding of the situation is communicated to the Indian parents through the service of an impartial interpreter.

(2) Provision for Change. For students under 18 years of age, a change in religious affiliation may be made by the parent or recognized guardian in the same manner as in 6.4C and 6.4C(1). Such change may also be made by bona fide written request of the parent or guardian to the officials of the school in which the child is enrolled. Form 5-1517 is acceptable for this purpose.

(3) Pupils Encouraged to Attend Religious Services. Boarding school authorities shall cooperate with the expressed desires of the parents by encouraging and facilitating attendance at the specified religious services.

(4) Employees May Volunteer Services. Employees of any school may volunteer to conduct Sunday school exercises or religious group activities but compulsion shall not be used upon any employee to participate in such activities, or upon the children to attend them.

(5) Proselytizing. Direct or indirect proselytizing in the Indian boarding schools is prohibited.

(6) Religious Representatives Participating in Extra-Curricular Secular Activities. Nothing contained above shall be interpreted as a prohibition or advice against the Superintendent of a boarding school, in the extra curricular secular activities of the school, as in the case of Boy Scouts and Camp Fire Girl activities, adult education activities, lectures, entertainment, etc., but such persons may not act as classroom instructor, advisor, or otherwise perform the work of classified positions.

(7) Day Schools. No child at a Federal day school shall be excused for religious instruction, including instruction in the native Indian religion, during regular school hours. Religious exercises are not to be held on the premises of the day schools during regular school

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Special Programs

school hours. Facilities at the school may be provided, however, for the use of religious instructors at times and under conditions not in conflict with the uses of the buildings by the Bureau of Indian Affairs or the Indian community. Sub paragraphs (5) and (6) above shall apply to day schools as well as to boarding schools.

EDUCATION

School Enterprises

- .1 General Information
- .2 Policy
 - A. Authority
 - B. IMPL Funds
 - C. Program Management

BIAM REISSUE
FEBRUARY 1984

EDUCATION
School Enterprises

7. School Enterprises.

7.1 General Information. A school enterprise is defined as any activity that is incidental to the operation of a school and may not be directly related to the instructional program. Included (but not limited to the following examples) are: Golf courses, cattle herds, hay operations, oil wells and farming.

7.2 Policy.

A. Authority. School enterprises operate under the authority and at the discretion of the Director, Office of Indian Education Programs. A yearly plan of operation will be submitted to the Director, Office of Indian Education Programs, no later than June 1. The yearly plan must include the proposed plan of operation and justification.

B. Use of Indian Monies, Proceeds of Labor. Indian monies derived from any school enterprise should be devoted so far as required to the maintenance and upkeep of the department where earned. Only balances representing gains for the department are ordinarily regarded as available for general school purposes, after the needs of the department have been cared for. The responsibility for the expenditure and accounting of such funds shall rest with the local school supervisor.

C. Program Management. The day to day management of school enterprises shall be under the direction of the school supervisor. Care shall be taken to ensure that such enterprises do not interfere with the designated mission of the school, the education program. Each program shall comply with applicable health and safety standards.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

- .1 General Information
- .2 Policy
- .3 Student Funds in Small Isolated Elementary Schools
- .4 Funds of Elementary Grade Students in Larger Schools
- .5 Personal Funds of Older Students in Larger Schools
- .6 Group Funds of Older Students in Larger Schools
 - A. Organization
 - B. Sponsorship
 - C. Plan of Operation
 - D. Fund-Raising Activities
 - E. Accounting
- .7 School Banks
 - A. Organization
 - B. Sponsor
 - C. Funds in School Bank
 - D. Bonding
 - E. Insurance
 - F. Safekeeping Facilities
 - G. Accounting
 - H. Audits and Inspections

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

8. Students' Personal and Group Funds and School Banks

8.1 General Information. The Office of Indian Education Programs recognizes the importance of student organizations and provides for the management of student funds. The opportunity for learning experiences in the management of funds shall be provided through the participation of students in organizations and by personal use of banking services.

8.2 Policy. Sound financial management procedures and rules for purposeful student organizations will be followed at the school employing standards developed cooperatively between the Office of Indian Education Programs and the school administration.

8.3 Student Funds in Small Isolated Elementary Schools.

(A) The personal funds of these young children may, under certain conditions of privacy be used as the basis for classroom and dormitory instruction and guidance in the use and value of money. Group funds (which ordinarily will result from only one activity comprising the entire school enrollment) shall also be used in the same manner.

(B) The principal or principal-teacher of the school shall set up a plan which shall permit the teachers and other school personnel to use money experiences adjusted to the pupils' needs and maturity in developing the ability of pupils to handle their personal and group funds.

(C) The plan shall provide for protection of the funds and the school personnel handling the funds by requiring a simple means of bookkeeping which show the amount of pupils' funds on hand at all times. The teachers or other members of the school staff responsible for receiving and returning the pupils' funds shall maintain a bound desk ledger to keep record of individual and group funds and shall keep this ledger in a safe place (locked desk or file). Each pupil or group account shall be assigned a number page in the ledger. This page shall show:

- (1) Name of pupil or activity
- (2) Date and amount of each deposit
- (3) Date and amount of each withdrawal
- (4) Current balance

(D) A separate ledger page may be used for the maintenance of the cash control account. This page would show the following columnar headings: Date; Increase; Decrease; and Balance. Each deposit and

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

withdrawal shall be initiated by the pupil in the case of personal funds. (The use of individual envelopes or of wall and desk charts for convenience in the teaching of younger children may be used in addition to the ledger. These should bear the same numbers as the ledger sheets for easy identification of accounts.) The balance of the individual funds on hand shall be returned to the pupils at the end of the school year. The group funds shall likewise be used for the group's benefit and in conformance with its wishes by the end of the school year. The desk ledgers shall be audited for accuracy and conformance to requirements by the principal-teacher, the reservation principal or Agency Education Program Administrator at the end of the school year and shall be retained until a Bureau internal auditor has performed an official audit. If a staff member charged with keeping the record leaves during the school year, the principal-teacher or reservation principal shall audit the ledger and the cash.

E. The school shall provide locked protection for these funds when they are not being used in a teaching situation.

F. In this instance the sponsor will not be bonded. Therefore, the amount of cash may not exceed \$100 at any one time in one classroom or in one school activity.

8.4 Funds of Elementary Grade Students in Larger Schools. The same plan stated in 8.3 above shall apply to teaching money value and use and to protecting the personal and group activity funds of elementary grade children in larger schools except that the funds shall be deposited in the school bank if one is in operation. The presence of a central school bank or of a commercial bank should enable the school personnel to give the older pupils of this group practice in the use of banking facilities.

8.5 Personal Funds of Older Students in Larger Schools.

A. All Bureau schools enrolling students in grade 7 and above and/or of ages 13 and above shall teach in both formal and informal situations the use and value of money and the handling of personal and group funds. This teaching is most timely and valuable for these students who are now beginning to earn through after-school and summer employment. The making of bank deposits, the withdrawal of funds, the use of a savings account, the balancing of personal records against bank statements, etc., shall be used regularly as a part of classroom teaching while being carried out in actual practice.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

B. Most of the Bureau schools enrolling students in this group will have a central school bank (8.7 below). Schools which do not have enrollment to justify establishment of a central school bank shall adopt a plan which will provide means for the use and protection of students' personal funds as much in keeping with bank practices as is practicable.

8.6 Group Funds of Older Students in Larger Schools.

A. Organization. All schools enrolling children in grade 7 and above and/or of ages 13 and above shall provide for the conduct of student associations and activities for the learning experiences to be gained from them. These organizations shall be subject to the official supervision of the official in charge of the school. This official shall be responsible for encouraging the maximum educational use of those activities in accordance with the regulations prescribed herein.

B. Sponsorship. One or more school employees shall be designated in writing by the official in charge of the school to sponsor each student activity. This shall be done at the beginning of each school year, at the time the activity is organized during the school year, or upon personnel changes which affect sponsors hitherto designated. The sponsor shall be responsible for the conduct of the activities in conformance with the plan of operation but shall require the students to carry out the operation. The sponsor shall not be required to handle or account for activity funds but should give adequate instruction and supervision for proper handling and accounting of funds by the designated student officers.

C. Plan of Operation.

(1) A written plan of operation shall be drawn up by the membership of each student activity. This plan shall state the title, the purpose, membership eligibility and requirement, and such details of operations as election of officers, schedule of meetings, fund raising and production activities, use of funds or products, and the accounting system. The plan must include provisions for payment of claims received after the duly elected officers have left school. Provision shall also be made for audit of the activity accounts if the sponsorship changes during the school year.

(2) A plan of operation shall not be required of a school group which organizes temporarily to raise funds by means of one project

EDUCATION

Students' Personal and Group Funds and School Banks

which will be expended within a short time such as making and selling food projects to finance a group picnic.

(3) The plan of operation of each activity shall be finally approved by the official in charge of the school unless other approval is required by the agency superintendent or the area director.

(4) For sample organization plans see Illustrations 7 and 8.

D. Fund-Raising Activities. The student activities authorized by their approved plans of operation to conduct entertainments, concerts, athletic events, etc., shall charge out pre-numbered admission tickets issued in numerical sequence to the individuals designated to sell tickets. Season tickets shall be serially numbered and a record kept of all sales. Total proceeds of such activities, including those acquired as profits from vocational enterprise activities (such as junior livestock associations, etc.), shall be deposited as received by the treasurer of the association or by other individuals authorized to make deposits.

E. Accounting. Student activity accounting shall be done by the students under the guidance of the sponsor in accordance with the system approved by the organization's plans of operation.

8.7 School Banks.

A. Organization. All Bureau schools enrolling 100 or more students of junior and senior high school grades and/or of ages 13 to 18 shall operate a central school bank to safeguard student activity funds and students' personal funds and to provide learning experiences for the students. The bank shall be organized as a controlled student activity and shall operate in accordance with a plan of operation as described in 8.5 above.

B. Sponsor. The school employee selected to be the sponsor of the school bank shall be designated as required by 8.6B, above. The sponsor shall work closely with other school personnel in teaching students how to use the school bank and in the instruction of students assigned to banking duties.

C. Funds in School Bank.

(1) Personal Funds. The school banks shall provide for the deposit and withdrawal of personal funds by individual students and

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

for the accounting of these funds. Students shall be encouraged to open and maintain personal accounts in the school bank for the purposes of learning how to use bank services and safekeeping of personal funds. Where it is feasible, older students who may have personal funds in sufficient amount to warrant it shall be encouraged to transfer their accounts to commercial banks.

(2) Group Funds. All group funds derived from class projects, student associations, or other types of group activities shall be deposited and expended through the school bank.

D. Bonding. Federal personnel assigned to perform duties in the school bank shall be covered by the Interior Department Position Schedule Bond. Student officers who are designated school bank employees and non-Federal employees paid by the school bank activity shall be covered by a surety bond and the premium paid from school bank funds.

E. Insurance.

(1) School bank funds on hand and in transit to commercial depositories shall be protected from burglary, unexplained shortages, theft, fire, etc., by purchase from an insurance company of broad form money and securities coverage, the premiums for which are payable from student activity funds.

(2) School bank funds, over the amount authorized by the plan of operation to be retained on hand for operating purposes, shall be deposited in commercial depositories providing insurance coverage with the Federal Deposit Insurance Corporation.

(3) No more than \$10,000 may be maintained on deposit in any one insured commercial depository, unless such depository shall have first been designated as a depository of public monies by the Secretary of the Treasury pursuant to Treasury Department Circular No. 176 (Revised), as amended, and pledged securities in the manner and necessary amounts as provided for in 12 USC 265. In cases where maintenance of accounts in excess of \$10,000 with a single commercial depository is necessary or desirable, a letter shall be addressed to the Central Office for instructions.

F. Safekeeping Facilities. Cash on hand shall be kept in a safe, vault, or other appropriate safekeeping facility.

G. Accounting. The following regulations and procedures shall be observed in connection with school bank accounting:

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

(1) Accounts Balance Register (Illustration 3). The accounts balance register includes the three accounts which are used in school bank accounting and identifies these accounts according to their balancing relationship. It is designed to reflect both a picture of the day's operations and the status of the accounts at the close of the operating day, or at any time during a day when necessary to determine the balances of the accounts. Where the operation is accomplished without benefit of adding machines or other automatic accounting equipment, the Register shall be maintained in detail. Where adding machines are provided, entries representing deposits and withdrawals may be made in summary form for each type of transaction from the adding machine tape. Such adding machine tapes shall be dated, signed, and used to bind together the individual deposit slips and withdrawal slips, respectively, listed thereon by amount, after which they shall be filed for future audit. Where postings are made by accounting machines, only the summary account balances need be entered to the register to provide a daily record of balance between what the bank has and what it owes.

(2) Outline of Accounts. The three summary accounts prescribed for school banks are identified in accordance with their balancing relationship as follows:

<u>What the Bank Has in Its Name</u>	<u>What the Bank Owes to Depositors</u>
Cash on hand	Summary of Depositors' Accounts
Cash in Commercial Banks	

(3) Definitions of Accounts.

(a) Cash on Hand. This account represents the total amount of cash items (coins, bills, checks and money orders, etc., received in the course of the day's business) which have not been deposited in a commercial bank at the close of each operating day. Such items shall be counted at the close of each operating day to prove that the balance of the account is correct. All negotiable instruments and currency surplus to operating needs shall be deposited as provided for in 62 BIAM 8.7G(7).

(b) Cash in Banks. The balance of this account represents the total of cash on deposit in commercial banking institutions. Where more than one such depository is used, a separate subsidiary account shall be maintained for each bank in order that the respective periodic bank statements may be reconciled with the school bank's records. All transactions affecting these subsidiary accounts shall be entered thereon following the entry to the summary account on the Accounts Balance Register (See 62 BIAM 8.7G(6), (7), and (8)).

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

(c) Summary of Depositors' Accounts. This account reflects the total of all the balances of all the individual depositors' accounts. An account for each individual depositor shall be maintained in alphabetical order subsidiary to this summary account, and periodic statements shall be prepared from these accounts as prescribed in the approved plan of operation for the school bank activity (See 62 BIAM 8.7G(11)).

(4) Receiving and Recording Deposits. All deposit slips (Illustration 2) shall be entered each operating day on the Accounts Balance Register as increases to both the Cash on Hand column and the Summary of Depositors' Accounts column. They shall also be entered as increases to the individual depositors' accounts, (Illustration 6.) (See sample entry 1, Illustration 1.)

(5) Paying and Recording Withdrawals. For withdrawals of personal and student activity funds deposited in school banks, pupils and authorized activity officers shall fill out a withdrawal slip (Illustration 4) and present it to the student officer or employee serving as banker. The banker or student officer shall verify, or cause to be verified, that the account of the individual or activity has a balance sufficient to cover the requested withdrawal. If sufficient funds are on deposit in the account, the banker shall then make payment or authorize the paying out of money equal to the requested amount. The withdrawal slip shall then be marked "Paid". (Rubber impression stamps should read "Paid" in bold face followed by a space for the date of payment and the name of the school bank.) Each time a slip is stamped, it shall be initialed by the person making payment. On each operating day all withdrawal slips presented for payment shall be entered to the Accounts Balance Register as decreases to both the Cash on Hand column and the Summary of Depositors' Accounts column. They shall also be entered as decreases to affected individual depositors' accounts. (See sample entry 5, Illustration 1.)

(6) Banker Payments for Depositors. When impracticable or undesirable for student activities to pay their debts by withdrawing cash from the school bank and securing a paid receipt, the banker shall make payment by check drawn on the commercial bank against the account of the school bank. Such payment shall be made only after receiving a signed voucher for payment (Illustration 5) requested by the authorized activity representative and approved by the sponsor. The number and date of the check shall be noted on the voucher when drawn. In recording such transactions, the check shall be posted as a decrease to the activity account involved and to the "Summary of Depo-

EDUCATION

Students' Personal and Group Funds and School Banks

ditor Accounts" column of the register with a corresponding decrease entered to the "Cash in Banks" column, the check shall also be posted as a decrease against the account of the bank upon which the check was drawn. (See sample entry 5, Illustration 1.).

(7) Depositing Surplus Cash. All the accumulation of cash on hand above the amount authorized in the approved plan of operation to be maintained for daily operations shall be promptly deposited in a commercial bank. Checks and money orders tendered and accepted for deposit to the credit of an individual account in the school bank shall be taken to a commercial bank and deposited not later than the first working day after receipt. A commercial bank deposit slip shall be prepared in duplicate covering all the checks, money orders, etc., as well as the accumulation of currency in the forms of bills and coins above the amount authorized to be retained on hand. After deposit, the receipted duplicate of the commercial bank deposit slip shall be entered to the Accounts Balance Register as a decrease to the Cash on Hand column and an increase to the Cash in Banks column. If the school bank maintains accounts in more than one commercial bank, the deposit shall also be entered as an increase to the account for the affected bank. (see sample entry 2, Illustration 1.).

(8) Replenishing Cash on Hand. Whenever the cash on hand for daily operation of the school bank falls below the amount needed, the authorized officer shall draw a check on the commercial bank to the order of "Cash" and record it, before leaving for the commercial bank, in the accounts balance register as a decrease to the Cash in Banks column and an increase to the Cash on Hand column. If more than one commercial bank is utilized as a depository, the account of the bank affected shall also be reduced by a decrease entry. This is just the reverse of the deposit entries described under 7. (See sample entry 3, Illustration 1.).

(9) Balancing Accounts. All accounts shall be balanced after the close of each day's business before the bank is again open to transact business. The balancing operation requirements are as follows:

(a) The balance of each account on the Accounts Balance Register shall be determined and reflected in the manner shown in Illustration 3.

(b) After determining that the amounts of the two total columns of the Register are equal, the actual "Cash on Hand" (currency, checks, money orders, etc.) shall be counted and the actual total of such items must equal the balance of the "Cash on Hand" account.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

(c) The individual depositors' accounts shall be totaled and must equal the balance of the "Summary of Depositors Accounts" account shown on the Register.

(d) Where school bank funds are deposited in more than one commercial bank, the individual accounts maintained for each bank shall be totaled and balanced to the "Cash in Banks" account on the Register.

(e) After counting the cash on hand and the totaling of subsidiary accounts proves the balances of the Register accounts, balances shown thereon shall be ruled off and initialed by those participating in the counting and balancing processes.

(10) Reconciling School Bank Accounts to Depository Statement. Promptly upon receipt of a periodic statement of account from the bank in which the school bank's consolidated fund is deposited, the "Cash in Banks" account shall be reconciled thereto as of the date of the statement. Where more than one commercial bank is utilized as a depository, only the balance of the account for the bank rendering the statement will be involved. Where a reconciliation form is not provided on the reverse of the statement, a statement of reconciliation shall be prepared and signed with a listing of the checks not processed as charges against the account on the date of the statement. Each reconciliation shall be approved by the official in charge of the installation. After approval, the documents shall be filed for future audit.

(11) Statements to Depositors. Periodically, and in keeping with the approval plan of operations, statements of individual account balances (both pupils' and student activities' of associations) shall be rendered to inform depositors of transactions affecting their accounts and to provide the depositors with an opportunity to reconcile their records to school bank records. Deposit and withdrawal slips will not be returned to the depositors but shall be retained by the school bank and securely fastened together to support the transaction entered in the accounts, both the summary accounts on the Register and the individual depositors' accounts. (Fold-over-once type forms with precarboned inserts or no-carbon required type paper are suggested for the individual accounts.) When statements to the depositors are due, the insert can be given to the depositor in lieu of a transcribed statement. (A new insert can then be inserted for recording later transactions.)

(12) Closing Accounts and Disposition of Unclaimed Balances. Whenever an individual pupil depositor leaves school permanently, his or her funds shall be returned and the account shall be closed. If at

EDUCATION

Students' Personal and Group Funds and School Banks

the close of a school year, an individual pupil depositor expects to return to the same school and school officials have no knowledge which would indicate otherwise, the pupils money may be either retained in the account or refunded, depending upon the wishes of the depositor. In the event that a pupil depositor who has not closed his or her account fails to return and does not request the funds in the account, immediate and aggressive action shall be taken to locate the depositor and forward the balance of the account. For amounts of \$1.00 or less one attempt shall be made to locate the depositor. If the depositor is not located, the account may be closed by transferring the balance to the general student activity fund subject to claim and payment therefrom any time requested by the student. For amounts of more than \$1.00, locator action shall be actively pursued for a reasonable period in relation to the amount after which the balances of such accounts may be disposed of in the same manner as those of less than \$1.00. Payment of all claims from individual depositors against this fund shall be subject to approval of the official in charge of the school.

(13) Change in Designated Sponsor. When the designated sponsor responsible for supervision of a school bank is relieved of such duties and responsibility, the following clearance steps shall be observed:

(a) All accounts shall be balanced.

(b) The cash items on hand shall be counted in the presence of two Bureau officials, balanced to the "Cash on Hand" account on the Register, and verified in writing by the attending officials, and a copy of that statement furnished the relieved sponsor.

(c) A statement of account shall be requested from each commercial bank in which school bank funds are deposited and the school bank records shall be reconciled thereto and approved by the official in charge of the installation, or the one designated to act in that capacity.

(14) Bank Reserves. When funds of school banks grow beyond an amount necessary to meet normal operational needs, the surplus may and should be deposited in savings accounts at commercial banks in order to draw interest. Interest earnings from these sources will be regarded as revenues of the school bank and will be recorded as an increase, when notice of credit is received, to the individual account maintained for the banking activity. Such revenues, when received, may be expended in payment of insurance premiums and other necessary

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Personal and Group Funds and School Banks

expenses of the operation. If there are any questions concerning the investment of surplus funds, they shall be referred to the Central Office.

(15) Closing Group Accounts. In order to keep the number of class, activity, and association accounts to a minimum, the accounts which do not reflect any activity for a period of one year may be transferred upon approval of the official in charge of the school to the school bank activity account unless the approved plans of operation of such organizations make contrary provisions.

H. Audits and Inspections. Accounting records and documents of school banks and student associations shall be periodically audited by Bureau internal auditors. Where the size and scope of the association or associations warrant and the approved plans of operation so provide, audits may be performed by independent firms of certified public accountants. A specific feature of audit shall be a reconciliation between accounts of the organizations and the organizations' accounts maintained by a school bank or by the commercial bank where consolidated student activity funds are deposited. Area Directors shall cause periodic random inspections to be made and officials in charge of individual schools shall audit, or cause to be audited, student activity accounts to the extent necessary upon change in sponsor personnel; i.e., determining that the total cash equals the depositor liability and that the cash controls equal that on hand plus that in depositories.

BIAM REISSUE
FEBRUARY 1984

SAMPLE ENTRIES

1. To record receipt of cash (coins, bills, checks, money orders, etc.) from depositors:

Increase Cash on Hand
Increase Depositor Control
(Summary of Individual Depositor Accounts)
Posting medium - deposit slips

2. To record deposit of cash in Commercial Bank:

Increase Cash in Banks
(Subsidiary account if necessary)
Decrease Cash on Hand
Posting medium - receipted duplicate deposit slip from
commercial bank.

3. To record check to replenish Cash on Hand:

Increase Cash on Hand
Decrease Cash in Banks
(Subsidiary account if necessary)
Posting medium - numbered check

4. To record depositor withdrawals:

Decrease Depositor Control
(Summary of individual Depositor Account)
Decrease Cash on Hand
Posting medium - withdrawal slips

5. To record payments by check for associations:

Decrease Depositor Control
Decrease Cash in Banks (Subsidiary account if necessary)
Posting medium-numbered check supported by an approved
voucher

Accounts Balance Register

What the Bank Has In Its Name
 What the Bank Owes
 to Depositors

Date	Explanation & Doc. No.	Cash on Hand : Increase: Decrease:	Cash in Banks : Increase: Decrease:	Total Cash: : Increase: Decrease:	Depositor Control : Increase: Decrease:	Deposit
1957						
6/1	Deposits	25.00			25.00	
6/1	Withdrawals	2.00				2.00
6/1	Payment for--Ck. No. 1		7.00			7.00
6/1	Transfer deposit to Bank:	15.00				
6/1	Account Balances	8.00(1)	8.00(2)	16.00		16.00

6/2	Balances Brought Fwd	8.00	8.00			16.00
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- (1) Cash on Hand to be counted and account balances initialed.
- (2) Account balance to be reconciled when commercial bank statement is received.
- (3) Individual depositor subsidiary accounts to be totaled and agree with summary balance daily.

WITHDRAWAL SLIP

No. _____		Sequoyah, Oklahoma _____ 19 _____ No. _____	
To _____			
For _____			
		I apply for the withdrawal of \$ _____	
	Dollars	Cents	Dollars
Bal. Bro't Fwd.			
Amt. Deposited			
" "			
Total			
Amt. this chk.			
Bal. Car'd Fwd.			
		Account No. _____	
		(Not negotiable--payable upon only application of depositor in person.)	

(It is suggested that withdrawal slips and stubs be made up in book form.)

VOUCHER FOR PAYMENT

Name of Association

Funds on deposit in the _____ School Bank
to the credit of the above-identified are authorized for
expenditure in payment of the articles or services des-
cribed below and by the method indicated.

Payee _____

Address _____

Invoice	Description	Amount

Method of Payment:

By Currency (obtain receipt)

Requested by: Account Owner

By check

Approved by: Sponsor

SAMPLE ENTRIES

SCHOOL BANK

Account of _____
(Name of depositor; pupil or association)

Date	Description of Transaction	Decreases (Withdrawals Payments)	Increases (Deposits Receipts)	Balance
1960				
3/1	Deposit		25.00	25.00
3/1	Withdrawal	2.00		23.00
3/1	Payment of Bill (Chk. No. 1)	7.00		16.00

ARTICLES OF ASSOCIATION

OF _____

We, the undersigned, all of whom are enrolled in the _____, do voluntarily associate together without capital stock for the purpose of forming an agricultural cooperative association.

Article I

Name: The name of this association shall be the _____.

Article II

Purpose: The purpose of this association shall be to carry on the business of farming and livestock raising and to operate related enterprises; to encourage the ownership and proper management of cattle by members of the student body of the _____; to encourage the use of the land resources of the _____ through the ownership of livestock; and to aid more members of the _____ to become economically independent through livestock enterprises.

Article III

Powers: The powers of this association which shall exist and be exercised only in legal pursuance of its purpose shall be to acquire, hold, and dispose of property, to make and perform contracts; to borrow money and give liens on its property, to assign income; to engage in any business pursuant to its purpose; and such further powers as may be necessary to the conduct of its business.

Article IV

Place of Business: The principal place of business shall be the _____.

Article V

Member Participation: This association is formed to operate on a cooperative basis. Each member in good standing shall be entitled to one vote and only one vote. There shall be no voting by proxy.

Article VI

Management: The management shall be vested in a board of five directors, each of whom shall be a member of the association. Directors shall be elected by ballot at the annual meeting of members and shall hold office until their successors have been elected and have entered upon their duties. The directors shall manage the association in accordance with general plans and business policies approved by the members at a regular or special meeting of members called for the purpose, provided that if this association shall become indebted to any public leading agency, and, so long as any such indebtedness may continue, the business policies and the general management of this association shall be such as are satisfactory to such agency, and provided further, that the business policies and general management shall be such as are satisfactory to an advisory committee composed of the superintendent, the school principal and the agricultural instructor.

Contracts of the association involving the payment of funds or employment of labor shall specifically provide that members of the association shall be responsible for only their proportionate share of the contracted debts of the association.

Article VII

Member Interests: The interests of members in assets of the association shall be fixed upon an equitable basis determined by reference to the source of such assets, the relative dates of acquirement of membership, and all other pertinent facts relating to the acquirement of such assets. Such interest shall be recorded annually in the books of the association. No interest or dividends shall be paid on book interests of members or on the amounts paid as membership fees.

Article VIII

Disposition of Earnings: The association shall create the reserves and operating capital as provided in the by-laws and shall make no distribution of earnings except as provided therein.

The association may maintain separate records of business done with its members in connection with the handling of stock owned by individual members.

Article IX-Duties of Officers

Sec.1. Duties of President: The president shall preside over all meetings of members and the board of directors; perform the acts and duties usually performed by a presiding officer, and sign such papers as he may be authorized or directed to sign by the board of directors. The vice-president shall perform the duties in the absence of the president.

Sec.2. Duties of the Secretary: The secretary shall keep a complete record of the meetings of the association. He shall serve required notices, make all reports and perform such other duties as may be required of him by the board of directors.

Sec. 3. Duties of the Secretary: The treasurer shall perform such financial duties as may be prescribed by the board of directors.

Article X - Member Interests and Responsibility, Reserves and Operating Capital

The association shall maintain accounts showing interest of members created through patronage. Entries in such accounts shall be made annually as of the close of business for each fiscal year and shall reflect the net gain or loss in the interest of the member in undistributed net earnings. Such interests shall in no way less responsibility of members to pay indebtedness to the association.

For the purpose of determining the interest of the member in undistributed net earnings, the undistributed net earnings shall be considered as the earnings, remaining after deductions are made for the physical depreciation of the property, other reserves authorized by the members, and twenty-five per cent of the remaining balance for the creation of permanent operation capital until such fund equals \$4,000. Members shall have no interest in money set aside as reserves, permanent operating capital or for depreciation except in case of dissolution when all members shall, after settlements for members interest have been made, share equally in the net assets of the association. Net earnings may be distributed to members on a patronage basis with the approval of the superintendent, when it can be done in accordance with this Article.

Article XI - Contracts and Assessments for Management of Livestock

Livestock shall be handled for members or non-members only under writing contracts, the forms of which shall be approved by the superintendent. Such contracts shall provide for payment by individual owners of the estimated costs per head for grazing, vaccine, salt, and other goods and services in handling such cattle. The assessment per head shall be not less than ten per cent greater than the estimated cost for the season.

In the event of loss of any repayment cattle by a member of the association while the cattle are under the care of the association at the school an assessment will be levied on all members who are operating their cattle under the management of the association for the purpose of purchasing replacements for those lost. The assessment against each member will be based upon the proportion that the number of repayments owed to the association by him bears to the total number of repayments owed to the association by all members.

Article XII - Miscellaneous

Sec.1. All members of the association and the association shall conform to the regulations of the Bureau of Indian Affairs as to sale, trade or other disposal of livestock, the increase therefrom, of livestock products, and other property.

Sec.2. The business year of the association shall be from October 1 to September 30.

Sec.3. The name and residence of those accepting and agreeing to these articles of association and by-laws, who in testimony thereof have herewith set their hands and seals this _____ day of _____, 19____, are:

The foregoing Articles of Association and By-Laws of the _____
_____ are recommended for approval:

Date

Date

Approved _____

Sec.4. Special Meetings: Special meetings of members may be called at any time by the president, upon written request of two members of the board or upon written petitions signed by 20% of the members in good standing. No business shall be transacted at a special meeting unless such business is specified in the notice.

Sec.5. Notice of Meetings: Members shall be notified of meetings by notices posted at the agency, and school at least five days before the meetings, which shall state the time, place, and purpose. No failure or irregularity of notice to any annual meeting regularly held shall affect any proceedings thereat. Meetings of members may be held without notice upon unanimous consent of all members. Notice of meetings held during vacation periods shall be sent to all members.

Sec.6. Quorum: One-third of the members in good standing shall constitute a quorum

Article XIII - Board of Directors

Sec.1. Term of Office: The board of directors shall serve for one year and until their successors have been elected.

Sec.2. Quorum: A majority of the board shall constitute a quorum at any meeting of the board.

Sec.3. Removal: A director may be removed for cause by vote of not less than two-thirds of the members in good standing at any regular or any special meeting called for the purpose at which a quorum is present. Officers may be removed for cause by vote of a majority of the members of the board.

Sec.4. Meetings: The board shall meet at least once every month at the time and place to be set by the board. Special meetings of the board shall be called by the president upon written request of two members of the board. Special meetings may be held without notice upon consent of all members of the board.

Sec.5. Election of Officers: The board shall meet within ten days after each election and shall elect by ballot from among themselves a president, a vice-president, a secretary and a treasurer, or a secretary-treasurer, who shall hold office until the election and qualification of the members, unless earlier removed by death, resignation or for cause.

Sec.6. Compensation: Directors and officers shall serve without pay in such capacities. No director or officer may be employed by the association at more than laborers' wages.

Sec.7. Advisory Member: The agriculture instructor or a designated representative of the superintendent shall act as an advisory member of the board and shall be given notice of all meetings.

Sec.8. Vacancies: Vacancies in the board of directors may be filled by the members in good standing at any regular or any special meeting called for the purpose at which a quorum is present. Vacancies caused by removal of members of officers, or for other reasons, shall be filled only for the unexpired term.

Article XIV - Duties of Directors

Sec.1. Management: The board shall manage the business and affairs of the association and at the beginning of each year shall formulate a plan of operation and budget for the coming year and present the same to the members for consideration, such plan of operation and budget shall be acceptable to the advisory committee.

Sec.2. Bonds: The treasurer may be required by the board of directors or the superintendent to give bond of a kind and amount acceptable to them. The cost shall be paid by the association.

Sec.3. Audits: The board of directors shall cooperate with the superintendent in having an audit made of the books and records of the association and in presenting report of the business to the members at the annual meeting.

Sec.4. Depository: The funds of the association shall be deposited in an account at the _____. Disbursements shall be made only as authorized by resolution of the board. All receipts of funds shall be deposited in the depository.

Sec.5. Records: Records shall be kept of each transaction. Accounts records shall be open to the inspection of any member or any authorized representative of the superintendent.

Article XV

Dissolution: This association may be dissolved by mutual agreement of 80% of the members but such dissolution shall not be effective

until approved by the Area Director. In case of dissolution, all members shall be entitled to their respective shares in the net assets of the association; and such dissolution shall be in accordance with the directions of the Area Director.

Article XVI

Managing Directors: The names and places of residence of the directors of this association who shall hold office until the first annual meeting are as follows:

Name	Residence
<u>Pres.</u>	_____
_____	_____
<u>Vice-Pres.</u>	_____
_____	_____
<u>Sec.-Treas.</u>	_____
_____	_____

Article XVII

Existence and Amendments: These articles of association and by-laws shall not be effective until approved by the Area Director. Amendments thereto may be made at any meeting of the association duly called for the purpose, provided a quorum is present and two-thirds of the members in good standing present approve the amendment, and further provided that any amendment shall not be effective until approved by the Area Director.

BY-LAWS

Article I - Purposes

The purposes for which this association is formed are those set forth in the Articles of Association.

Article II - Membership

Sec.1. Eligibility for Membership: An Indian enrolled in _____ who is able and willing to participate in the activities of the association shall receive respective shares in the net assets of the association; and such dissolution shall be by board of directors and acceptance of such application by a majority of the board of directors. All

members shall be required to sign the articles of association and by-laws, the members agreement and pay a membership fee of \$.25 per person per year.

Sec.2. Expulsion: Members who violate any of the by-laws or members' agreements may, after an opportunity for hearing before the board, be expelled by the board. In lieu of expulsion the board may suspend the voting rights of a member until the next annual meeting of the members, who may continue the suspension or require expulsion of the member.

Sec.3. Withdrawal: A member may withdraw from the association by serving notice in writing to the board. Withdrawals shall not effect the indebtedness of the borrower to, or any agreement with, the association.

Sec.4. Restoration: Expelled members or those who have withdrawn may be restored to membership by a majority of the board acting upon a written application of such ex-member.

Sec.5. Payment of Interest: A retiring member shall be entitled to his interest in the net earnings set up for distribution and undistributed net earnings as shown on the books of the association at the close of the last fiscal year. Payment may be withheld until such payment can be made without seriously curtailing the business of the association

Article III - Meetings of Members

Sec.1. Annual Meeting: The annual meeting of members shall be held at the _____, _____, _____ at _____ o'clock on the first day of October of each year, or if a holiday on the next day.

School Student Activities or Clubs

Article I - Name of Organization

- a. The organization composed of students of the _____ shall hereafter be known as _____

Article II - Purposes of Organization

- b. Educational instruction in (1) the raising of and the expenditure of funds for various school activities which are not provided by the Government, and (2) maintenance of accounting records.
- c. To create good fellowship among the members of the student body and the faculty.
- d. To arouse and maintain a high degree of pride in the group in particular and the school in general.
- e. To teach the elementary rules of parliamentary procedure.

Article III - Officers

a. The members of the organization shall elect various officers who shall act as representatives of the organization. Term of office shall be for (1) a full school term or (2) half a school term. Nominations for office may be made by a nominating committee or by open nomination. Elections of officers shall be by secret ballot. Elections of officers shall be held during the first weeks of the school term. If terms of office or for a half-term school period the elections of officers for the second half term shall be held _____ weeks prior to the beginning of the second-half term of office.

b. Officers to be elected to terms as prescribed in III. a. above and their duties are as follows:

1. President: shall preside over all regular and special meetings of the organization.
2. Vice-President: shall serve in the absence of the President or other duties as assigned by the President.

3. Secretary: shall keep minutes of all meetings (regular and special); shall read list of all outstanding bills and record action taken on each bill by the members.

4. Treasurer: shall maintain the financial record of the organization shall sign all checks for disbursement of funds.

Article IV - Meetings

a. Meetings shall be held on the _____, _____, _____, _____, of each month at such place prescribed by the school principal. Special meetings shall be called by the President as required.

b. No business shall be conducted unless a quorum is present. A quorum shall consist of a majority of the members of the student body or group.

Article V - Accounting System

a. The accounting system to be maintained is to be any system prescribed by the Bureau of Indian Affairs.

Article VI - Faculty Sponsors

The student body shall select a member of the faculty who is to serve as their advisor and sponsor. The faculty member so selected shall serve as the sponsor and advisor upon approval of the school principal.

Article VII - Amendments and Revisions

a. This plan of operations may be amended or revised at any time by a majority vote of the student membership in which over _____ of those entitled to vote cast their ballot.

"We certify that the above Plan of Operations on _____ was approved by a vote of _____ for and _____ against in an election in which over _____ % of those entitled to vote cast their ballots and shall become effective upon approval of the Area Director."

President

Secretary

APPROVED:

_____	_____
Date	Reservation Principal
_____	_____
Date	Superintendent
_____	_____
Date	Area Director

EDUCATION

Student Rights and Responsibilities

- .1 General Information Statement
- .2 Policy
- .3 Rights Provided by Law
- .4 Administrative Levels of Responsibility
- .5 The Legal Role and Responsibilities of Authorities
- .6 The School and the Student - a Teaching-Learning Partnership
- .7 Rules, Discipline and Grievance Procedures
- .8 Student Rights and Due Process Procedures
- .9 Responsibilities of the Student
- .10 Corporal and Degrading Punishments Prohibited
- .11 Access to Bia School Premises and Students

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities9. Student's Rights & Responsibilities.

9.1 General Information Statement. The Office of Indian Education Programs is concerned with the development of guidelines for students' rights and responsibilities programs that are consistent with the constitution and relevant court decisions. Tribal expectations are also included within this concept.

9.2 Policy. The Office of Indian Education Programs in consultation with schools will prescribe such rules and regulations as are necessary to insure the constitutional and civil rights of Indian students attending Bureau schools.

9.3 Rights Provided by Law. Student rights may be defined as encompassing all of those specific rights which our courts recognize as being vested in students. The source of these rights may be derived from applicable Federal, State, and/or local laws including regulations of the school.

A. Guaranteed Rights Under the Constitution. The United States Supreme Court has affirmed that students are protected by the Bill of Rights and that no agent of the school can compel a student to surrender his constitutional rights in exchange for the privilege of attending school.

B. Rights Imply Responsibilities. Students in Bureau of Indian Affairs schools not only have rights afforded by the Federal Constitution but also those which have been developed cooperatively at the local school level. Cooperatively in this respect means the involvement of students and parents as well as school personnel. Rights imply corresponding responsibilities and each individual student must be responsible for the way he or she exercises his or her rights. He or she must accept the consequences of his or her actions as determined by law.

9.4 Administrative Levels of Responsibility. The Bureau of Indian Affairs recognizes the importance of local development of Rules and Regulations which are relevant to the particular needs and concerns of the students and community. The schools, in turn, must abide by the legal system based on the Federal Constitution and transmitted to the people through other levels of government.

A. The Central Office Level. The Central Office is concerned with the development of guidelines for students rights and responsibilities programs that are consistent with the Constitution and relevant court decisions which have been handed down. It will undertake a

EDUCATION

Students' Rights & Responsibilities

continual review of the legal changes in this field and keep the Area Offices informed. The Central Office will also maintain a current file on Student Rights and Responsibilities programs on each Bureau school.

B. The Area Office Level. The Area Offices and Agencies should assist local schools in developing their Student Rights and Responsibilities programs and serve as monitors to assure their full compliance with the law on all levels.

C. The Local Level. Specific Student Rights and Responsibilities Codes must be developed at the school level involving school personnel and students. The School Administrator has the legal obligation to see that the program is conducted with thoroughness and integrity.

9.5 The Legal Role and Responsibilities of School Authorities. Bureau school authorities as representatives of the United States Government have been assigned the task of helping to shape the future of their students. They should undertake this responsibility with intelligence, dedication, and with respect for the rights of the Indian youth under their supervision. School administrators are obligated to do the following:

A. Provide the student body with the best educational opportunities possible and protect the health and safety of each student.

B. Guarantee that Student Rights and Responsibilities programs agree with local, State and Federal laws.

C. See that Student Rights and Responsibilities programs are appropriate to the ages and maturity of the students.

D. Act in lieu of parents when necessary in the best interests of the individual as well as for the entire student body.

9.6 The School and the Student: A Teaching - Learning Partnership. The process of education requires that both the teacher and the student be actively engaged. The Bureau sees this approach as the means to help encourage student creativity and self-direction fundamental in its Rights and Responsibilities policies. The school's relation to the student is described as follows:

A. The school must respect the student's right of access to education as prescribed by current Bureau of Indian Affairs Manual criteria.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities

- B. The school must permit students to participate and affect the total educational program.
- C. The school must not violate the student's right to confidentiality of private or personal information.
- D. The school must permit freedom of association on the campus within the established school regulations.
- E. The school must permit student representation in its governance through recognized student councils.
- F. The school must permit freedom of inquiry and expression.

9.7 Rules, Discipline, and Grievance Procedures. Rules, discipline, and grievance procedures are to be developed locally with the involvement of all parties concerned (administration, faculty, students and parents). They must be compatible with the Federal Constitution, or applicable codes of the respective states and communities in which the schools are located.

A. Rules. Rules and regulations must be precise and specific rather than general, and must also be clearly explained. It is mandatory that the student body receive prior notification of the rules and regulations which govern their behavior. Administrative regulations with regard to search and seizure in the schools should be reasonable and just so as not to conflict with the basic rights of individuals.

B. Discipline. Disciplinary actions for minor infractions of a behavior code should bear no relation to course credits, marks, graduation, or similar academic awards, unless related to academic dishonesty.

C. Grievances. Schools should have adequate procedures for the airing of grievances in order to insure that legitimate complains and concerns, whether from parents or students, will receive just consideration.

D. Hearing Boards or Panels. Administrative regulations in regard to the selection and qualifications of boards and panels for hearing disciplinary actions and grievances should insure that hearing officials will be fair and impartial, and that they have not been a witness to the incident being heard nor have any conflicting interests or concerns in the matter.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities

9.8 Student Rights and Due Process Procedures. This part governs programs of student rights and due process procedures in Bureau of Indian Affairs schools and in schools that are operating under contract with the Bureau of Indian Affairs.

A. Application to Bureau Schools. All Bureau of Indian Affairs schools shall be governed by the regulations set forth in this part and said regulations shall be expressly included as a part of the local school regulations of each Bureau of Indian Affairs School. Upon admission, all students of Bureau of Indian Affairs schools shall be given a copy of the school regulations governing the conduct of students and shall be notified of any amendments thereto.

B. Rights of the Individual Student. Individual students at Bureau of Indian Affairs schools have, and shall be accorded, the following rights:

- (1) The right to an education.
- (2) The right to be free from unreasonable search and seizure of their person and property, to a reasonable degree of privacy, and to a safe and secure environment.
- (3) The right to make his or her own decisions where applicable.
- (4) The right to freedom of religion and culture.
- (5) The right to freedom of speech and expression, including symbolic expression, such as display of buttons, posters, choice of dress, and length of hair, so long as the symbolic expression does not unreasonably and in fact disrupt the educational process or endanger the health and safety of the student or others.
- (6) The right to freedom of the press, except where material in student publications is libelous, slanderous, or obscene.
- (7) The right to peaceably assemble and to petition the redress of grievances.
- (8) The right to freedom from discrimination.
- (9) The right to due process. Every student is entitled to due process in every instance of disciplinary action for alleged violation of school regulations for which the student may be subjected to penalties of suspension, expulsion, or transfer.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & ResponsibilitiesC. Due process.

(1) Due process shall include written notice of charges within a reasonable time prior to a hearing. Notice of the charges shall include reference to the regulation allegedly violated, the facts alleged to constitute the violation, and notice of access to all statements of persons relating to the charge and to those parts of the student's school record which will be considered in rendering a disciplinary decision.

(2) Due process shall include a fair and impartial hearing prior to the imposition of disciplinary action absent the actual existence of an emergency situation seriously and immediately endangering the health or safety of the student or others. In an emergency situation the official may impose disciplinary action not to exceed a temporary suspension, but shall immediately thereafter report in writing the facts (not conclusions) giving rise to the emergency and shall afford the student a hearing which fully comports with due process, as set forth herein, as soon as practicable thereafter.

(3) Due process shall include the right to have present at the hearing the student's parent(s) or guardian(s) (or their designee) and to be represented by lay or legal counsel of the student's choice. Private attorney's fees are to be borne by the student.

(4) Due process shall include the right to produce, and have produced, witnesses on the student's behalf and to confront and examine all witnesses.

(5) Due process shall include the right to a record of hearings of disciplinary actions, including written findings of fact and conclusions in all cases of disciplinary action.

(6) Due process shall include the right to administrative review and appeal.

(7) Due process shall include the student shall not be compelled to testify against himself.

(8) Due process shall include the right to have allegations of misconduct and information pertaining thereto expunged from the student's school record in the event the student is found not guilty of the charges.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities

D. Application of Schools under Bureau contract. Non-Bureau of Indian Affairs schools which are funded under contract with the Bureau of Indian Affairs must also recognize these student rights.

9.9 Responsibilities of the Student. The declaration of all human rights guaranteed by the Federal Constitution implies corresponding responsibilities. Students must accept these responsibilities so as not to infringe upon the rights of others in the school community.

A. Obtain an Education. The student must regard the opportunity of obtaining an education as one of his duties to the community. It is the student's responsibility to attend all of his or her classes regularly.

B. Follow the School Rules. The student must obey recognized rules and procedures developed by the school community, including those affecting environmental health, order, and use of school property.

C. Practice Self-Control. The student must refrain from inflicting bodily harm on other students or other persons, and respect the privacy of their property and correspondence.

D. Know Grievance Process. The student must inform himself or herself of the proper methods and channels for complaints, and make use of them.

9.10 Corporal or Degrading Punishments Prohibited. The principal or teacher who can anticipate pupil reactions and forestall difficulties is in a far stronger position than the one who attempts to punish delinquency after it has occurred. This emphasis upon constructive discipline is made because corporal punishment of all kinds, and solitary confinement, or anything which smacks of imprisonment calculated to bring shame and humiliation upon pupils, is prohibited and may be made the basis for charges with a view to possible dismissal.

9.11 Access to BIA School Premises and Students. The Fourth and Fifth Amendments to the Constitution of the United States and the regulations found in 25 Code of Federal Regulations, Part 35 promulgated by the Secretary of the Interior place a duty on Indian educators to insure that the civil rights of students in Bureau of Indian Affairs schools are not violated by school or other officials. An area particularly sensitive to the potential infringement of the students' civil rights is law enforcement activities. A cooperative working relationship

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities

between BIA school administrators and law enforcement officials is desirable and should be maintained. School administrators should have no hesitancy in requesting assistance from law enforcement personnel in order to protect life, property, and the general welfare of the students. However, when law enforcement activities involve a student enrolled in a BIA school, school officials, in the absence of the student's parent or guardian, must act in the interest of protecting the rights of the student. The following guidelines are provided to insure that basic civil rights of students are not infringed.

A. Access. No person, including law enforcement officials, who is not currently enrolled as a student of the school, or a member of the staff of the school, shall be permitted upon the premises without the knowledge and permission of the school administrator. Permission to visit upon the school premises, for whatever purpose, may be granted at the discretion of the school official in charge. Signs shall be posted upon school premises notifying visitors of restricted access and requiring visitors to report to the administration office.

B. Law Enforcement Investigation. It is the duty of all citizens, including both the school staff and students, to assist law enforcement investigation, however, such assistance does not include the authority to waive any of the students' constitutional rights. Law enforcement officers seeking the cooperation of school administrators in their investigative activities must inform the school administrator concerning the focus and scope of the activity to be pursued on school premises prior to any action. Before permitting any minor student to be interviewed by law enforcement officials, the school official in charge must secure the consent of the parent or legal guardian of the student. The parent and student must be advised by the school official in charge of the student's right to remain silent, that silence cannot be held against the student, and of the right of the student to be represented by counsel during the interview at the expense of the parent or guardian. This advice must be given in a language clearly understood by the parent or guardian. Interviews of minor students without permission of the parent or guardian is not authorized.

In the absence of a parent, legal guardian or attorney hired by the parent or guardian to assist the student, and only after permission has been granted by the parent or guardian to allow the interview, the school official in charge and one other adult witness selected by the student should be present during any interview with law enforcement officers. All interviews of students on the school premises are to be conducted in private, with as little disruption of school programs as possible.

BIAM REISSUE
FEBRUARY 1984

EDUCATION

Students' Rights & Responsibilities

C. Removal of Minor Student. No minor student may be removed from school premises by law enforcement personnel without the consent of a parent or legal guardian, except upon service of a valid warrant of arrest.

D. Legal Process. Legal process such as warrants of arrest, search warrants, or subpoenas cannot be impeded, but must be presented for service through the school official in charge. When legal process is presented to the school official in charge and the student concerned is a minor, the student and his parent or legal guardian shall immediately be notified. All known facts giving rise to the issuance of the legal process shall be conveyed to the student, and, if the student is a minor, to his or her parent or guardian. Both the student and the parent or guardian should be advised that they have a right to obtain legal counsel at their expense. This advice must be given in a language clearly understood by all parties.

E. Search and Seizures. Students have an absolute right to be secure in their persons and property against unreasonable searches and seizures. Warrantless searches of students, their property, or school premises should not be permitted without the concurrence of the Office of the Solicitor, except under extraordinary circumstances, where there is immediate danger to life or public safety. The school official in charge should be present during any search made of the person or property of students on school premises, whether by warrant or without warrant. No items may be removed from the person or property of a student or from school premises unless a receipt for such item is prepared by the law enforcement official removing it, describing the item and specifying the time and date of removal and the destination to which item will be taken. Receipts for property taken pursuant to searches shall be given to the student from where the property is seized or to the school official in charge.

F. School Personnel as an Agent. Under no circumstances may any school personnel act as an "agent for law enforcement officials.

It shall be the duty of school officials to be informed of the provisions of the regulations in 25 CFR, Part 31.1 of Subchapter E, and to follow both guidelines and regulations in all dealings affecting students enrolled in the school. Any questions concerning implementation of these guidelines shall be referred to the nearest Office of the Solicitor.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Health Services

- .1 General Information
 - A. Policy
 - B. Objectives
 - C. Medical Aid Performed by Staff
 - D. IHS-BIA Agreement of Services
 - E. Other Health Services Resources
 - F. Student Accidents, Illness or Death
- .2 Medical Examinations
 - A. Physical Examinations
 - B. Vision Examinations
 - C. Hearing Tests
 - D. Dental Examinations
- .3 Immunization Program
- .4 Pregnancy
- .5 Health Curriculum
- .6 Overcrowding
- .7 Comprehensive Facility and Sanitation Inspection
- .8 Nutrition

BIAM REISSUE
FEBRUARY 1984

EDUCATION
Health Services

10. Health Services.

10.1 General Information

A. Policy. With the variations in physical setup, in number and type of personnel available, as well as other factors in the Bureau, no one pattern can be followed in every situation. However, certain procedures should be followed in every instance. As early in the school year as possible, a plan for the health service including immunization should be developed in conference with teachers, principals, public health nurses and other interested individuals. The health teaching program should prepare a child for this service and take full advantage of all the educational implications.

B. Objective. The purpose of a school health program is to provide those services which will enable a child to achieve optimum health, to develop and to learn unhampered by any physical or emotional handicap, and to acquire the ability to become responsible for his personal health, that of his family and of his community.

C. Medical Aid Performed By Staff. Medical aid performed by staff shall be limited to administering medication prescribed by a medical doctor or other representative of IHS, eye and hearing screening and referrals. In emergencies, every staff member will do everything within his power to protect the life and safety of students. Normally, this can best be accomplished by securing assistance from trained medical personnel.

D. IHS-BIA Agreement of Services. The Director of the Office of Indian Education Programs and Indian Health Services will develop an agreement of services to be provided in Indian schools. This agreement will be reviewed and updated annually and copies provided for all BIA funded schools, IHS clinics and hospitals.

E. Other Health Services Resources. Bureau schools are encouraged to participate in special health service programs such as provided through State (e.g., crippled children's programs), special eye glass programs, etc. Referrals to these programs are the responsibility of Indian Health Service.

F. Student Accidents, Illness or Death

In Case of serious Accident, Serious Illness, or Death. In case of serious accident, serious illness or death of pupils, the school supervisor must notify parents, guardian or nearest friend at once, using telegraph if necessary. If in a non-reservation school,

EDUCATION
Health Services

Area Education Officer must also be notified. In case of death, a detailed statement must be made to the Central Office, together with copies of the above notices. In cases of serious illness, accident or death, the school supervisor should at once make adequate expression of sympathy to the family in a manner which will be acceptable and comforting to the family and friends. In case of death of students, Government funds are available only for such burial as is customary in that locality. Burials shall be arranged in accordance with the wishes of the family and dignified standards existing in the locality.

When reporting the death of a student, it is imperative that as many facts as possible surrounding the death are given; e.g., time of death, circumstances surrounding death, facts listed in chronological order, all action taken, name of student, age, name and address of parents or guardian, tribe and what arrangements are being made for the transportation of the body and the funeral, as plans develop. The phone report is to be followed up by a written report as soon as possible, but in any event no more than 72 hours.

10.2 Medical Examinations.

A. Physical Examination. A complete physical examination by a physician should be given to each child at the beginning of his school life and again in the third, sixth and twelfth grades. These should be supplemented by nurses' and teachers' observations and screening. Those children with health problems should be referred for interim examinations as necessary. All students shall have a complete physical examination prior to participation in interscholastic sports and enrollment in residential schools and dormitories.

B. Vision Examinations. Vision screening will be given every child at the opening of the school year. All children showing objective signs suggestive of vision difficulties or failing to read the vision test chart readily should be referred for examination and diagnosis. When refraction and corrective glasses are recommended, they are to be provided by IHS.

C. Hearing tests should be provided by trained personnel at the beginning of a student's school life and again in the third, sixth and twelfth grades.

D. Dental Examinations. Dental examination and appropriate repairs shall be provided at a minimum on an annual basis.

EDUCATION
Health Services

- 10.3 Immunization Program. There should be a planned program for the administration of vaccinations and immunizations at regular intervals in accordance with the best practices as interpreted by the Indian Health Service to meet local needs. Accurate individual records of the immunization status of all children should be maintained by IHS and reviewed at least annually so that all children will be fully protected at all times and unnecessary repetition of injections avoided.
- 10.4 Pregnancy. Pregnant girls will be provided medical care by IHS and allowed to attend classes as long as the IHS doctors so recommends.
- 10.5 Health Curriculum. The school health curriculum in grades 7 and up shall include sex education. Information shall be provided on venereal disease, contraceptives and abortion, etc.
- 10.6 Overcrowding. The use of dormitory facilities in excess of the designed capacity shall be avoided. In determining the number of children to a dormitory bedroom, a minimum of fifty square feet of gross area and a minimum of five hundred cubic feet per child should be allowed. Use of double deck bunks for lower elementary children and secondary level girls should be avoided. Beds should be placed a minimum of three feet apart, thus helping to prevent the spread of respiratory infections. Where these standards cannot be met, the practice of sleeping alternately head and foot shall be followed. Dining rooms and classrooms should allow ample space for comfort of students.
- 10.7 Comprehensive Facility and Sanitation Inspection. Arrangements shall be made through State or Public Health Service sanitation officers to have the school water and milk supplies as well as dishes, utensils and culinary equipment tested at frequent intervals, and for the reporting of the findings and recommendation to the proper education personnel.
- 10.8 Nutrition. Each school shall be responsible to ensure a balanced diet for students.

BIAM REISSUE
FEBRUARY 1984

EDUCATION
TABLE OF CONTENTS

0. TABLE OF CONTENTS

11. Education Contract Personnel

- .1 Scope
- .2 Policy on Education Contract Personnel
- .3 General Definitions
- .4 Recruitment Policy
- .5 Authorities for Recruitment
- .6 Responsibility for Recruitment
- .7 National Professional Applicant List
- .8 Recruitment for Indian Educators
- .9 Vacancy Announcements
- .10 Applicant Supply File
- .11 Specific Vacancy Announcements
- .12 Qualifications
- .13 Forms Used
- .14 Rating/Interviewing Applicants
- .15 Referring Applicants
- .16 Releasing Current Employees
- .17 Responsibility of the Selecting Official
- .18 Training for Indian Educators
- .19 Policy for Establishing Education Positions
- .20 Staffing Patterns
- .21 Establishment of Education Positions
- .22 Organization Charts
- .23 Policy on Appointment of Educators
- .24 Appointment of Educators
- .25 Prohibited Reappointments
- .26 Types of Contracts
- .27 Probationary Period
- .28 Contract Renewal
- .29 Contract Non-Renewal
- .30 Temporary Advancement and Details
- .31 Probationary Period for Supervisory and Managerial Positions
- .32 Voluntary Service
- .33 Employee Benefits and Tax Withholdings
- .34 Status Quo Employees in an Education Positions
- .35 Conversion of Status Quo Employees to Contract Positions
- .36 Citizenship Requirements
- .37 Restriction on Employment of Relatives
- .38 Members of Family
- .39 Age Requirements
- .40 Physical Examination Requirements
- .41 State Certification
- .42 Suitability Disqualifications

EDUCATION
TABLE OF CONTENTS

- .43 Indian Preference
- .44 Waiver of Indian Preference
- .45 Veteran's Preference
- .46 Equal Employment Opportunity
- .47 Reduction-in-Force
- .48 Moving Expenses
- .49 Restoration to Duty
- .50 Policy on Pay Administration
- .51 Development of the Pay Schedules
- .52 Special Compensation for Contract Education Positions
- .53 Type of Contracts
- .54 Determination of Pay Increments
- .55 Contract Renewal
- .56 Contract Revision or Adjustment
- .57 Premium Pay
- .58 Fair Labor Standards Act (FLSA)
- .59 Compensatory Time
- .60 Stipends
- .61 Conversion Rule (Status Quo Employees)
- .62 Severance Pay
- .63 Advancement
- .64 Movement Between Pay Schedules
- .65 Conversion to Higher or Lower Level
- .66 Movement Between Levels on the OIEP Teacher/Counselor Pay Schedule
- .67 Conversion of Intermittents and Reemployment of Intermittents
- .68 Probationary Period for Supervisory or Management Positions
- .69 Higher Rates for Supervisors of OIEP Teacher/Counselor Pay Schedules, Wage Grade or OIEP Wage System Employees
- .70 Credited Benefits for Prior Federal Employees (GS) With a Break in Service
- .71 Leave Administration
- .72 Leave Administration Policy
- .73 Leave Administration Responsibilities
- .74 Types of Leave
- .75 Applicability of Leave to Type of Appointment
- .76 Leave Accrued Prior to Contract Appointment
- .77 Leave Alternative for Status Quo Educators Converting to Contract Under OIEP Teacher/Counselor Pay Schedule
- .78 Recredit of Sick Leave
- .79 Performance Appraisal
- .80 Performance Appraisal Policy
- .81 Performance Appraisal System Approval
- .82 Performance Appraisal Definitions
- .83 Performance Appraisal Responsibilities
- .84 Eligibility for Performance Appraisal

EDUCATION
TABLE OF CONTENTS

- .85 Performance Appraisal Form (Form BIA-4439)
 - .86 Planning Session
 - .87 Establishing Performance Elements and Standards
 - .88 Periodic Review and Feedback During the Appraisal Period
 - .89 Summary Performance Rating
 - .90 Supplemental Employee Performance Folder (SEPF)
 - .91 Individual Element Rating
 - .92 Relating Performance Appraisal to Personnel Actions
 - .93 Reduction-In-Force
 - .94 Employees Hired on Temporary Contracts
 - .95 Long Term Trainees
 - .96 Administrative Process for Complaint Review
 - .97 Maintenance and Disposition of Records
 - .98 Release of Performance Appraisal Information
 - .99 Employee Discipline and Discharge Policies
 - .100 Responsibilities of Officials for Employee Discipline
 - .101 Level of Authority To Take Disciplinary Action
 - .102 Determining the Disciplinary Action
 - .103 Types of Disciplinary Action
 - .104 Procedures for Disciplinary Actions
 - .105 Employee Grievance Policy
 - .106 Employees Covered
 - .107 Grievance Coverage
 - .108 Responsibility of Officials on Employee Grievances
 - .109 Definitions for Employee Grievances
 - .110 Criteria for Grievance Review
 - .111 Grievances
 - .112 Informal Grievances Procedure (Step 1)
 - .113 Formal Grievance Procedure (Step 2)
 - .114 OIEP Grievance Examiner Policy
 - .115 Selection of Grievance Examiners
 - .116 Standards for Grievance Examiners
 - .117 Assignment of Grievance Examiners
 - .118 Grievance File
 - .119 Guidelines for the Conduct of Inquiries into Grievances
 - .120 Conduct of a Hearing by the Grievance Examiner
 - .121 Grievance Examiner's Report
 - .122 Final Decision on a Grievance
 - .123 Special Considerations
- Appendix A. Applicant Supply File Procedures
- Appendix B. Specific Vacancy Announcements
- Appendix C. Background Investigations
- Appendix D. Random Referral Instructions
- Appendix E. Processing Contracts
- Appendix F. Schedule of Offenses and Range of Penalties
- Appendix G. Checklist of Contract Documents Required for Public Law 95-561

EDUCATION
TABLE OF CONTENTS

Illustrations

1. Master Log of Applications Received, Actions and Dispositions
2. Verification of Indian Preference for Employment in Bureau of Indian Affairs and Indian Health Service Only
3. Letter to Applicant
4. Ineligible Notice
5. Rating Sheet, Pub. L. 95-561
6. SF-171, Application for Federal Employment
7. Eligible Notice
8. Up-date Notice
9. Roster of Qualified Applicants
10. Documentation Card
11. Certificate of Eligibles
12. Specific Announcement Log and Certification Log
13. Confirmation Letter
14. Non-Selection Letter
15. Vacancy Announcement Roster
16. Questionnaire for Sensitive Positions (SF-86)
17. General Locator Three-Digit Code
18. Selecting Officials' Responsibilities
19. Random Number List
20. Education Employment Contract
21. Addendum to Contract for Provisional Appointments
22. Retirement Under Pub. L. 96-135
23. Final Salary Clearance
24. Reduction-in-Force Memorandum
25. Employees Orientation Package
26. Calculation Used to Compute Increments & Hourly Pay Rate for School Year
27. Agreement for Voluntary Services
28. Parental Approval Form
29. Education Categories of Duties for Determining Pay of Education Positions (Form 5-6233)
30. OIEP Statement of Policy/Employee Conduct
31. SF-52 for Cash Award
32. Cash Award Summary Sheet
33. Stipend Payment Election Form
34. Conversion of Status Quo Educators to Teacher/ Counselor Pay Scale
35. Salary Payment Option Form
36. Performance Appraisal Form
37. OIEP Grievance Form
38. Letter of Warning
39. Letter of Reprimand
40. Letter of Proposed Suspension

EDUCATION
TABLE OF CONTENTS

Illustrations

41. Decision on Suspension
42. Notice of Proposed Discharge
43. Decision on Discharge
44. Proposal for Indefinite Suspension Pending Investigation
45. Separation for Abandonment of Position
46. Teacher/Counselor Rating Form
47. Rating Sheet for OIEP Support Positions

EDUCATION

Education Contract Personnel

11. EDUCATION CONTRACT PERSONNEL

11.1 Scope. This chapter applies to procedures for implementing the contract Education Personnel system as provided in Public Law 95-561, November 1, 1978, and Pub. L. 100-297 and 25 CFR 38. The provision of this chapter shall apply to individuals hired or converted to contract education positions in an Agency Education Office and the elementary and secondary schools and dormitories in the Bureau of Indian Affairs.

11.2 Policy on Education Contract Personnel.

A. It shall be the policy of the Office of Indian Education Programs (OIEP) in carrying out its functions, to facilitate Indian control of Indian Affairs in matters relating to education.

B. The Director shall establish and maintain an efficient Personnel Program for the operation of Bureau schools. High quality Indian educators shall be recruited and selected to fill all contract education positions. When there are no qualified Indians available, qualified non-Indians shall be employed.

11.3 General Definitions.

A. Agency means the current education organizational unit of the Bureau which provides direct services to the governing body or bodies and members of one or more specified Indian tribes.

B. Agency School Board as defined in Section 1139(1), Public Law 95-561, means a body, the members of which are appointed by the School Boards of the schools located within such agency. The number of such members shall be determined by the Director in consultation with the affected tribes. In Agencies serving a single school, the School Board of that school shall function as the Agency School Board.

C. Agency Superintendent for Education (ASE) means the Bureau official in charge of education functions at an Agency Office and to whom the school supervisor(s) and other educators in the Agency's jurisdiction report.

D. Area Education Programs Administrator (AEPA) means the Bureau official in charge of an Area Education Office that provides services to off-reservation residential schools, peripheral dormitories or on-reservation BIA funded schools that are not served by an Agency Superintendent for Education. The AEPA may also provide education program services to tribes not having an Agency Superintendent for Education at

EDUCATION

Education Contract Personnel

their Agency. The AEPA has no line authority over Agency education programs that are under the jurisdiction of an Agency Superintendent for Education.

E. Assistant Secretary means the Assistant Secretary for Indian Affairs of the Department of the Interior.

F. Bureau means the Bureau of Indian Affairs of the Department of the Interior.

G. Consulted, as provided in Section 1131(d)(1)(B) and (C), Public Law 95-561, means providing pertinent information to and being available for discussion with the School Board, giving the School Board the opportunity to reply, and giving due consideration to the school board's response, subject to appeal rights provided in 25 CFR 38.7(a), (b) and (c), and 25 CFR 38.9(e)(3).

H. Contract Education position means an education position as herein defined, to which an individual employee is appointed or converted after November 1, 1979, implemented by an employment contract as herein defined.

I. Director means the Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) in the Bureau.

J. Discharge means the separation of an employee during the term of the contract.

K. Education function means the administration and implementation of the Bureau's education programs and activities (including school operations).

L. Education position means a position in the Bureau, the duties and responsibilities of which:

(1) Are performed on a school term or year long basis principally in Bureau elementary or secondary schools which involve:

(a) Classroom or other instruction or the supervision or direction of classroom or other instruction;

(b) Any activity (other than teaching) which requires academic credits in educational theory and practice equal to the academic credits in educational theory and practices required for a bachelor's degree in education from an accredited institution of higher education; or

EDUCATION

Education Contract Personnel

(c) any activity in or related to the field of education notwithstanding that academic credits in educational theory and practice are not a formal requirement for the conduct of such activity; or

(d) support services at or associated with the site of the schools; or

(2) Are performed at the Agency level of the Bureau and involve the implementation of education-related Bureau programs. The position of Agency Superintendent for Education is excluded.

M. Days, unless otherwise defined or limited, means calendar days and not workdays. In computing a period of time prescribed in this manual the day of the action or event after which the designated period of time begins to run is not included. The last day of the period is included unless it is a Saturday, a Sunday, or a legal holiday in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

N. Educator as defined in Section 1131(n)(2), of Public Law 95-561, means an individual whose services are required, or who is employed, in an education position as defined in 25 CFR Part 38.3

O. Employment contract means a signed agreement executed by and between the Bureau and the individual employee hired or converted under this part, that specifies the position title, period of employment and compensation attached thereto.

P. Involuntary change in position means the release of an employee from his/her position instigated by a change in program or other occurrence beyond the control of the employee.

Q. Local School Board as used in this part and defined in Section 1139(7), Public Law 95-561, means a body chosen in accordance with the laws of the tribe to be served, or in the absence of such laws, the body elected by the parents of the Indian children attending a Bureau-operated school. In schools serving a substantial number of students from different tribes, the members shall be appointed by the governing bodies of the tribes affected and the number of such members shall be determined by the Director in consultation with the affected tribes.

R. Negotiated agreement means a written agreement between a recognized labor organization and management of the Bureau of Indian Affairs.

EDUCATION

Education Contract Personnel

S. Probationary period means the extension of the examining/ appointment process during which a person's character and ability to satisfactorily meet the requirements of the position are reviewed. The duration of the probationary period will be three years for new employees and one year for former employees, and also for current employees who are appointed to their first supervisory or managerial position.

T. School Board means an Agency School Board or a local School Board.

U. School supervisor means the Bureau official in charge of a Bureau school who reports to an Agency Superintendent for Education. In the case of an off-reservation residential school(s), and in some cases, peripheral dormitories and on-reservation day schools, the school supervisor shall report to the Area Education Programs Administrator.

V. Status quo employee means a Bureau employee occupying an education position or comparable position on November 1, 1978, or a Bureau employee occupying a support service position on April 1, 1988.

W. School term is that term which begins usually in the late summer or early fall and ends in the spring. It may be interrupted by one or more vacation periods.

EDUCATION

Education Contract Personnel

11.4 Recruitment Policy. The Office of Indian Education Programs shall develop and implement a recruitment program to employ education personnel for its Agencies, schools and dormitories.

A. Recruitment is essentially a local responsibility, i.e., Area Education Office or school for off-reservation boarding schools; Agency Office for agency positions; and Agency Office or School for local schools. The affected School Boards will determine the level at which recruitment will take place. The recruiting office will determine the appropriate recruiting method and procedure to use in locating applicants and filling vacancies.

B. The Office of Indian Education Programs will establish, maintain and disseminate a national application list for interested professional education applicants.

C. A recruitment and training program will be maintained to attract and promote Indians for education positions.

D. It is the policy of the Office of Indian Education Programs to fill vacancies in accordance with the Indian preference law with the best qualified available applicants. A qualified individual meeting the criteria of Indian preference will be afforded preference in filling a vacancy. The appropriate Tribal authority may grant a waiver of Indian preference for a qualified non-Indian employee (already employed), or non-Indian applicant.

11.5 Authorities for Recruitment.

A. The school supervisors, Agency Superintendents for Education, and the Area Education Programs Administrators are delegated the authority to recruit, examine, refer and select applicants for Education positions.

B. The school supervisor with the concurrence of the School Board, may delegate authority for recruitment, examination and referral to the Agency Superintendent for Education or the Area Education Programs Administrator (for off-reservation boarding schools).

11.6 Responsibility for Recruitment.

A. Each School, Agency, and/or Area will assign person(s) to coordinate all recruiting activities.

B. The OIEP will develop and distribute a national recruitment brochure describing the Bureau of Indian Affairs, its education programs and its needs.

EDUCATION
Education Contract Personnel

C. The national applicant list will be maintained by the OIEP.

D. The local level applicant lists will be maintained by the School, Agency, or Area Education Offices, as designated by the School Board.

11.7 National Professional Applicant List. Applications for each kind of position established shall be maintained in the Office of the Director, OIEP.

A. Applicants not indicating an interest in a specific location or applicants who indicate national interest will be entered on this list. The national list will be a secondary source of applicants for school vacancies. When schools are unable to fill positions from their local list, requests for referral of applicants may be made to OIEP. OIEP shall forward applications of qualified candidates to the school for consideration.

B. Applicants indicating an interest in specific locations will be forwarded to that location and will not be entered on the national applicant list.

C. Applicants requesting consideration for several locations will have their applications returned with a mailing list and directions for applying directly to the desired locations.

D. Applicant Supply file procedures are identified in 62 BIAM 11 Appendix A.

E. See Appendix E(F) for information regarding conditional appointments.

11.8 Recruitment for Indian Educators.

A. Each school, off-reservation boarding school or Agency delegated such authority will include in their recruitment program detailed plans for recruitment of qualified Indians for education positions under Pub. L. 95-561. Actual needs assessments will be the basis for recruitment activities in a given period. The recruitment program will be reviewed annually and updated as necessary.

B. Recruitment plans will include projected methods to actively recruit from post-secondary schools with significant Indian populations for positions of a professional or para-professional nature. Recruitment plans will also be developed to recruit from secondary schools and Indian communities for applicants for non-degree support positions.

EDUCATION

Education Contract Personnel

11.9 Vacancy Announcements. Vacancies shall be advertised and announcements will be open for the following minimum areas and periods at pay levels indicated. Areas of consideration may be expanded at the discretion of the responsible supervisor and School Board. If the minimum area of consideration is expanded, the length of advertisement must be expanded accordingly.

<u>Pay Level(s)</u>	<u>Announcement Area of Consideration</u>	<u>Minimum Period</u>
*1/2/3	Local and/or Agency Wide	7 days
*4/5/6	Area Wide (this includes all schools in the Area and Agency jurisdiction.	14 days
*7/8	Bureau Wide (All Bureau Education and Personnel Offices)	21 days

*May be advertised "Open Continuous" as determined locally based on the need of the Agency. A certificate from an open continuous announcement may not be issued prior to the minimum periods as shown above.

11.10 Applicant Supply File. A published list of positions for which applications are continuously accepted is an integral part of the applicant supply system. Local employment needs based on employee turnover rates or hard to fill positions govern the types of positions to be listed. The published list may be issued as often as necessary but as a minimum should be up-dated at least annually. The title of each position, salary range, and locations, should be included on each listing and the dates applications will be accepted.

11.11 Specific Vacancy Announcements. Specific vacancy announcements may be used to advertise contract education positions. Local employment needs will determine whether a specific vacancy announcement or Applicant Supply File method, or both, is used to fill vacancies (see Appendix B for procedures for specific vacancy announcements). As a minimum, the specific vacancy announcement will include title, pay level and salary range, location, duties to be performed, minimum qualifications, length of contract and the dates applications will be accepted. Applications in the Applicant Supply File must be considered along with applications received in response to a specific vacancy announcement when both methods of recruitment are used.

11.12 Qualifications. Applications will be rated using established OIEP education job categories, including appropriate state certification. The recruiting office is also responsible for determining that appointees meet the appropriate requirements on age, citizenship, physical condition and suitability.

EDUCATION

Education Contract Personnel

11.13 Forms used.

A. (1) Standard Form 171, "Application for Federal Employment," will be used by applicants when filing for Education contract positions within the OIEP.

(2) "Verification of Indian Preference in BIA or IHS Only," Form BIA-4432 (Illustration 2), must be attached to the application, if Indian preference is claimed. Applicants claiming Indian preference, who do not attach a valid Verification of Indian Preference for employment will be treated as non-Indian applicants.

(3) A copy of the Official College Transcript(s).

(4) State certification, if applicable (62 BIAM 11.41).

11.14 Rating/Interviewing Applicants.

A. All applications will be rated qualified or not qualified using established OIEP education position qualification standards and appropriate state certification. All qualified applicants will be provided an SF-86, Questionnaire for Sensitive Positions, and the SF-87, Fingerprint Chart, to complete prior to appointment. (See procedures in Appendix C). The position, series, and pay level for which the applicant is eligible will be recorded on the application (see Illustration 6). Depending on recruitment method, applicants rated qualified will be placed on a certificate of eligibility or added to the Applicant Supply File. Applications are maintained in accordance with the recruitment method (See Appendix A and B).

B. All applicants must be interviewed prior to selection. If a personal interview cannot be arranged a telephone interview is authorized.

11.15 Referring Applicants.

A. Upon request for a certificate of eligibles, the administrator of the applicant supply file or specific vacancy announcement will prepare the certificate(s). The certificate(s) will be referred, with applications, to the selecting official for review and consultation with the School Board.

B. All qualified Indian applicants must be given priority consideration. However, the Tribal Governing Body or the local School Board, if delegated such authority by the Tribal Governing Body, may waive Indian preference on a case-by-case basis for an individual already

EDUCATION

Education Contract Personnel

employed in the Federal Government or any job applicant. The local school board or the Tribal governing body must request that non-Indian candidates be referred for appointment consideration.

11.16 Releasing Current Employees.

A. When a current employee is selected outside their current geographic area at the same pay levels or within their present geographic area at the same pay level, the approval of the appropriate school board(s) is required for release. The affected school supervisors will negotiate with their respective school boards to establish a release date.

B. When a current employee is selected for a higher paying position, this is a valid reason to "break" the current contract and a new contract may be offered, regardless of location. In these situations an employee should not be held for more than 30 days to the current contract. This provision is an exception to the prohibited reappointment provisions.

11.17 Responsibility of the Selecting Official.

A. The selecting official has the responsibility to insure that the individuals referred are selected within the context of Federal Law. He/she must also obtain the concurrence of the appropriate School Board.

B. The selecting official cannot contact the selected applicant and notify him/her of his/her selection until the recruiting office has determined that the selection conforms to the procedures with this part.

11.18 Training for Indian Educators.

A. Training programs will be developed at the Agency or local school levels to prepare Indian trainees for entry into professional supervisory and staff level positions. This program will provide for tutored work experience during the school year in an advanced or comparable position under the tutelage of a competent educator already holding or supervising such a position.

B. The training cycle will be announced by the Director (OIEP) by March 1 of each year. Applications and nominations will be accepted at the local level through the month of April. Applications and nominations will be screened locally for potential ability to perform at a higher level of responsibility. Recommendations of trainees will be made to the Director by May 15. At the same time, employees qualified to oversee the training will be nominated. The Director will select trainees and assign tutors with his/her next contract period. Tutors will be selected from qualified staff at or near the trainee's place of employment.

EDUCATION

Education Contract Personnel

C. Selected tutors will: (1) design training plans which will provide opportunities for experience in every phase of the position; (2) evaluate the trainee(s) on a monthly basis; and (3) issue a final determination of successful or unsuccessful completion of training. These plans will be subject to approval by the Director (OIEP), prior to the beginning of the training period.

D. At the conclusion of the training period, selected tutors will provide a narrative, including a brief outline of the training received and verification of successful or unsuccessful completion, which will be forwarded to the Director. A copy will also be placed in the trainee's Official Personnel Folder.

E. Successful trainees will be eligible for advancement consideration as vacancies occur and as they meet all other requirements for the higher position. Unsuccessful trainees may reapply for training for any future training cycle.

EDUCATION

Education Contract Personnel

11.19 Policy for Establishing Education Positions. The following common education positions are established:

Assistant Dormitory Manager	Recreation Specialist
Assistant Principal	Recreation Therapists
Assistant Superintendent for Education	Registrar
Business Manager/Technician	School Banker
Clerk	School Bus Driver
Clinical Psychologist	School Bus Driver Leader
Clinical Treatment Center Director	School Bus Driver Superv.
Counseling Psychologist	School Cafeteria Asst. Superv.
Counseling Technician	School Cafeteria Cook
Counselor	School Cafeteria Superv.
Cultural & Traditional Leader	School Cafeteria Helper
Department Head	School Janitor
Diagnostician/Psychometrist	School Janitor Leader
Dormitory Manager	School Janitor Superv.
Educational Aid	School Psychologist
Education Specialist	School Social Worker
Education Technician	Sch. Soc.Worker-Subst. Abuse
Homeliving Assistant/Night Attendant	Secretary
Homeliving Specialist	Speech Pathologist
Librarian	Student Services Director/Spec
Occupational Therapist	Sub. Abuse Counseling Spec
Physical Therapist	Teacher
Principal	Training Instructor
Principal Teacher	Tutor/Subst.Teacher/
Psychiatrist	Classroom Monitor
Recreation Assistant	

Parenthetical modifiers may be added to any of the above titles to clarify areas of responsibility.

A. Several education positions may involve such significant supervisory responsibilities that a supervisory prefix or suffix is required.

B. Further description of the above positions will be found in the Job Categories Handbook.

11.20 Staffing Patterns. Education standards mandated in Section 1121(a) of Pub. L. 95-561, shall serve as the primary basis for the establishment of staffing patterns. The staffing pattern at the local school is established through the local financial plan. Therefore, local school

EDUCATION

Education Contract Personnel

supervisors will consult with their local Boards in establishing the staffing pattern at the school in accordance with Pub. L. 95-561, Section 1129 and 25 CFR Part 39.63. The school staffing pattern will insure program effectiveness, academic achievement and student welfare.

11.21 Establishment of Education Positions.

A. The Director shall establish the kinds of positions required to carry out the Bureau's education function. No position shall be established or continued for which:

- (1) Funds are not available; or
- (2) There is not a clearly demonstrable need and intent for it to carry out an education function.
- (3) Positions established for regular school operations shall be restricted to school term or program duration. Particular care shall be taken to insure that year-long positions are not established unless they are clearly required and involve essential 12-month assignments.

B. The Area Education Programs Administrator (with respect to off-reservation boarding schools) and the Agency Superintendent for Education (with respect to Agency and school positions) are hereby delegated the authority to establish education positions in approved job categories.

C. New job categories may be established only with the approval of the Director. The Agency Superintendent for Education or the Area Education Programs Administrator must submit a proposed definition and statement of qualifications in the same format as existing job categories to the Director. Justification and rationale must also be submitted to support the establishment of the position. If approved, the position category and qualification will be issued for inclusion in the Education Position Categories and Qualification Handbook.

11.22 Organization Charts. Agency Superintendents for Education and Area Education Programs Administrators are responsible for developing and maintaining current organization charts and functional statements. Organizational charts must show the position number, pay level/grade, series and title for each funded position. Vacant positions must be included. No personnel action will be processed unless the position involved is covered by an organizational chart and functional statement approved by the appropriate Assistant Director for Education. Charts must be submitted for review and approval to Central Office by August 15 annually.

EDUCATION

Education Contract Personnel11.23 Policy on Appointment of Educators.

A. (1) The OIEP shall, in consultation with school boards, issue employment contracts each year for employment in education positions at the Agency and school levels.

(2) References throughout this manual made to "School Boards" will also be interpreted to mean "Agency School Boards" when the actions or references pertain to an education position or employee in an Agency Office.

B. Absence of local school boards. Where a local school board has not been established in accordance with section 1139(7) of Public Law 95-561 with respect to a Bureau school, or where a school board is not operational, and the local school board is required to be given a notice or required to be consulted by statute or these requirements, the official involved shall notify or consult with the Agency school board serving the tribe(s) to which the parents of the Indian children attending that school belong, or, in that absence, the tribal organization(s) of the tribe(s) involved.

C. Supervision not delegated to school boards. School boards do not have authority to direct, control, or interrupt the day-to-day activities of BIA employees carrying out Bureau-operated education programs.

D. Correspondence. It is the responsibility of the appropriate recruiting office to respond to general and congressional correspondence regarding vacancies, appointments or selection of applicants for contract positions in the Office of Indian Education Programs.

E. Evaluation. The Director of the Office of Indian Education Programs shall form an evaluation team consisting of local, Agency, Office of Indian Education Programs (OIEP), and personnel program officials to evaluate and perform placement follow-up on the operation of the contract education system. This evaluation will be completed annually for at least 10 percent of the recruiting offices.

11.24 Appointment of Educators.A. Local School Employees.

(1) Local Bureau school employees shall be appointed only by the school supervisor. Before the local school employee is employed, the school board shall be consulted. An individual's appointment may be finalized only upon receipt of a formal written determination certified by the local school board under such uniform procedures as it may adopt. Written determination by the School board should be received within a

EDUCATION

Education Contract Personnel

reasonable period, but shall not exceed 30 days. Failure of the school board to act within this period shall have the effect of approving the proposed appointment. The local school board shall use the same written procedure to disapprove an appointment.

(2) The school supervisor may appeal to the Agency Superintendent for Education, or, where appropriate, to the the Area Education Programs Administrator, any determination by the local school board concerning an individual's appointment. A written statement of appeal describing the action and the reasons the supervisor believes such action should be overturned must be filed within 10 days of receipt of the action from the local school board. A copy of such statement shall be submitted to the school board and the board shall be afforded an opportunity to respond, not to exceed 10 calendar days, in writing, to the appeal.

(3) After reviewing such written appeal and response, the Agency Superintendent for Education or Area Education Programs Administrator may, for cause, overturn the action of the local school board. The Agency Superintendent for Education or Area Education Programs Administrator must transmit the determination of the appeal (in the form of a written opinion) to the board and to the supervisor identifying the reasons for overturning the action within 10 calendar days. Failure to act within the 10 calendar day period shall have the effect of approving the local school board's determination.

B. School Supervisors.

(1) School supervisors may be appointed only by the Agency Superintendent for Education, except the Area Education Programs Administrator shall appoint school supervisors for off-reservation boarding schools and those few other schools supervised by the Area Education Programs Administrator. The school board shall be consulted before the school supervisor is employed. The appointment may be finalized upon receipt of a formal written determination certified by the school board under any uniform procedures as it may adopt. Written determination by the school board shall be received within a reasonable period, but not to exceed 30 calendar days. Failure of the school board to act within this period shall have the effect of approving the proposed appointment.

(2) The school board shall use the same procedure to disapprove an appointment.

(3) Within 20 calendar days of receipt of any determination by the school board concerning an individual's appointment, the Agency Superintendent for Education or Area Education Programs Administrator, as

EDUCATION

Education Contract Personnel

appropriate, may appeal to the Director by filing a written statement describing the determination and the reasons the supervisor believes the determination should be overturned. A copy of the statement shall be submitted to the school board and the board shall be afforded the opportunity to respond, in writing, within 10 calendar days, to such an appeal.

(4) The Director may reverse the determination for cause set out in writing to the school board. Within 20 calendar days of the school board's response, the Director shall transmit the determination of the appeal (in the form of a written opinion) to the board and to the Agency Superintendent for Education identifying the reasons for overturning the determination. Failure by the Director to act within the 20 calendar day period shall have the effect of approving the school board's determination.

C. Agency Office Education Program Employees

(1) Appointments to Agency office education positions may be made only by the Agency Superintendent for Education. The Agency school board shall be consulted before the agency education employee is employed, and the appointment may be finalized upon receipt of a formal, written determination certified by the Agency school board under any uniform procedures as it may adopt. Written determination by the school board shall be received within a reasonable period, but not to exceed 30 calendar days. Failure of the school board to act within this period shall have the effect of approving the proposed appointment.

(2) The Agency school board shall use the same written procedure to disapprove an appointment.

(3) Within 20 calendar days of receipt of any determination by the Agency school board concerning an individual's appointment, the Agency Superintendent for Education may appeal to the Director by filing a written statement describing the determination and the reasons the supervisor believes the determination should be overturned. A copy of the statement shall be submitted to the Agency school board and the board shall be afforded the opportunity to respond, in writing, within 10 calendar days, to such an appeal.

(4) After reviewing the written appeal and response, the Director may, for cause, overturn the determination of the Agency school board. Within 20 calendar days of the school board's response, the Director shall transmit the determination of the appeal (in the form of a written

EDUCATION

Education Contract Personnel

opinion) to the board and to the Agency Superintendent for Education identifying the reasons for overturning the determination. Failure by the Director to act within the 20 calendar day period shall have the effect of approving the school board's determination.

11.25 Prohibited Reappointments.

A. A contract employee who voluntarily terminates his/her employment before the end of the contract shall not be appointed to another Bureau education position, as defined in 62 BIAM 11.3L, during the term of the current contract.

B. A contract employee will not have voluntarily terminated his/her employment before the expiration of his/her current contract if one of the following conditions exist:

(1) When a contract employee accepts employment at a Bureau school/Agency education office in another geographic location as long as he/she does not move to the new location prior to the expiration of the current contract.

(2) When a contract employee accepts employment at another school/ Agency education office and secures approval from his/her school board to be released from his/her current contract, the employee may then move to the new location before the end of the current contract. When this happens, the current school supervisor shall contact the new supervisor and establish a mutually agreed upon reporting date.

11.26 Types of Contracts. Contracts may be year long, school term, short-term, temporary or provisional. (Illustration 20)

A. Year long contracts will run one year from the date of appointment, except the initial contract will terminate June 30th of the contract year, resulting in all ensuing contracts beginning on July 1 of each succeeding year. Full time year-long employees will work the normal work week for the complete contract year (2087 hours). Particular care will be taken to insure that a year-long position is clearly needed and the situation absolutely demands a 12-month assignment. Any dispute between schools as to appropriateness of the length of a contract for a position serving those schools will be resolved by the Agency Superintendent for Education. Such disputes, with respect to off-reservation boarding schools, will be resolved by the Area Education Programs Administrator.

Education Contract Personnel

B. School term contracts will be for the school term or that portion remaining of the current school term. School term employees will work a 40 hour work week. Depending on the beginning and ending dates for the school, the employee will normally be in pay status for 180 student instructional days, up to 10 administratively determined work days, nine holidays, and up to 17 administratively determined non-instructional school vacation days for a total of 215 days. Waivers of the 180 student instructional days may be waived under the provisions of 25 CFR Part 36.61.

(1) There may be special situations in which a school might need a school term contract for a period of time other than the standard 215 day contract. In such situations, the school supervisor, with the concurrence of the school board, may increase or decrease the employee's school term contract from 205 days minimum to 225 days maximum. (See 62 BIAM 11.26C(3) for further information).

(2) If the school supervisor requests and the school board concurs, a contract for more than 225 days or less than 205 days may be issued if approved by the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools).

(3) An employee who is hired after the beginning of the school term will be in pay status beginning with the employee's first day of work through the final day of the contract.

(4) The school supervisor, with the approval of the School Board, will plan the school calendar including all school vacation days and national holidays. This calendar will be approved before the start of each school term.

(5) Recurring positions of less than a full year but at least 8 months in length will be filled as school term contracts even though the term of the contract may not coincide with a standard school term. For example, a groundskeeper might be employed from March 1 to October 31 or an adult education teacher from March 1 through October 31.

(a) Part-time appointments will be made for situations requiring less than full-time work performance. The employee will have a prescheduled regular tour of duty of not less than 16 hours per week or more than 32 hours per week. These contracts may be of year long or school term duration.

(b) Intermittent appointments will be made for situations where work occurs on an irregular basis or less than 16 hours per week. These contracts may be of year-long or school term duration.

EDUCATION
Education Contract Personnel

C. Short Term Contracts.

(1) Short term contracts may be made when there are circumstances where immediate action is necessary and it is impossible to consult with the local school board. Short-term contracts will be made in accordance with 62 BIAM 11.2B and the following procedures:

(a) The length of the short term contract will not exceed 60 days, or the next regularly scheduled school board meeting, whichever comes first.

(b) If the school board meets and does not take action on the individual in question, the short-term contract may be extended only for the duration of the school term.

(c) It shall be the responsibility of the school supervisor to insure the appointee meets all qualification requirements and fully inform the local school board of all such short-term contracts. Failure to do so may be cited as reason to discharge the school supervisor if so requested by the board.

(2) Emergency Short Term Contracts. The local school board may authorize the school supervisor to make an emergency short-term contract for classroom, dormitory and other positions directly related to the health and safety of students. When this situation exists, emergency short-term contracts may be made in accordance with the following:

(a) If local and agency lists of qualified applicants are exhausted, emergency short-term contracts may be made without regard to qualifications for the position.

(b) The pay level will be based on the qualifications of the individual rather than the requirements of the position if the qualifications of the individual are lower than the requirements of the position.

(c) Sixty days after the emergency appointment date, the school supervisor will determine if qualified individuals have been placed on the local or agency lists. If there is no qualified individual, the school supervisor, with school board concurrence, may issue another emergency short-term contract for another 60 days. Emergency contracts are limited to the end of the current school term. If a qualified individual on the list accepts employment, the school supervisor must terminate the emergency short-term contract at the time the qualified individual is appointed.

EDUCATION

Education Contract Personnel

(3) Short-term contracts may also be used for the following and must have prior consultation with the school board.

(a) Temporary advancement not to exceed 120 days - Employees who are temporarily advanced must be fully qualified and will be paid at a rate commensurate with their qualifications.

(b) Summer employment - When the duties of the summer employment position reflect a continuation of a current employee's normal job responsibilities, a short-term contract may be issued for that employee, without advertising for the job. If the summer employment position is a new position, the job must be advertised and filled in accordance with 62 BIAM 11 Appendix A or B.

(c) Workshops - Already certified educators may be issued a short-term contract to attend workshops/institutes in order to obtain education for credit when it is deemed to be beneficial to the government.

(d) Extension of current contract up to 225 days - Temporary advancements, short-term contracts for workshops, and short-term contracts for summer employment must have prior concurrence of the school board. Short term contracts for summer employment and workshops will be paid at the preceding contract rate for the length of the short-term contract.

(4) A short-term contract must be terminated without notice if the school board does not concur with the action or when the appointment is no longer needed. This action is not grievable. Short-term contracts may not exceed the school term and may not be renewed or extended into a new school term.

D. Temporary Contracts.

(1) There may be circumstances where a specific position is needed for a period of one year or less. For example, when an education program has only one year of funding or it is necessary to fill a position behind an employee who is on extended sick leave or leave without pay, a temporary contract may be used. The procedures for application and selection of an individual for a temporary contract are the same as for a year long or a school term contract including meeting all job category qualifications and requires the same school board approval as a year long or school term contract. If required for the completion of the activities specified in the original announcement, the contract may be extended for one additional year or school term with school board concurrences.

EDUCATION

Education Contract Personnel

(2) Individuals appointed to a temporary contract are not eligible for employee health or life insurance benefits but are entitled to appropriate leave. Temporary contracts may be terminated at any time. Such action is not subject to approval of the school board and is not grievable.

E. Provisional Contracts.

(1) A provisional contract may be issued only after it is determined that no available individual meets State or OIEP requirements. The provisional contract may be year long or of school term duration with consultation of the appropriate school board.

(2) A provisional contract may be utilized for an individual who does not qualify fully in a professional position either by state certification requirements or the requirements in Job Categories Handbook. Provisional certification or other limited certificates from the State are not considered full certification.

(3) A provisional contract may be utilized for a professional status quo employee who does not meet state certification requirements or the requirements of the Job Categories Handbook. This conversion to contract must be approved by the respective school board unless effected during the statutory conversion period.

(4) Any employee on a provisional contract will be required to make satisfactory progress toward meeting full state certification and/or the Job Categories Handbook requirements. Satisfactory progress will be outlined in an addendum (Illustration 21) to the basic contract. This addendum is an agreement between the school supervisor, the employee and the school board and signed along with the provisional contract. In the case of meeting full state certification, State criteria will be followed. In the case of meeting education job category requirements, six semester or equivalent quarter hours will be required. The cost of meeting needed requirements is the responsibility of the employee.

(5) In the case of meeting education job category experience requirements, a full school term of satisfactory performance in all critical elements will be considered as one year experience. If the employee fails to meet the requirements of the provisional contract, their employment will be terminated. Such termination cannot be grieved or appealed. (See 62 BIAM 11.41 for State Certification Requirements.)

EDUCATION

Education Contract Personnel

11.27 Probationary Period.

A. The probationary period is an extension of the examining or appointment process, during which a careful review is made of an employees' character and ability to satisfactorily perform the duties of the position. It provides the supervisor an opportunity to measure actual job performance on the job against his/her assessment of the employees' potential at the time the employee was selected. It also provides the supervisor with the opportunity to recommend non-renewal of a contract during the probationary period should the employees' performance fall short of expectations and job requirements or for cause. In addition, a probationary employee may be terminated at any time during the term of a contract. Termination is accomplished by providing written notice to the employee two weeks prior to the effective date of the termination.

B. The probationary period begins with the first day of a continuing appointment to a school term or year long contract and ends after three full continuous contract terms under consecutive contract appointments and satisfactory performance in the same or comparable position.

C. Short-term or temporary contracts do not require an employee to serve a probationary period. Any time an employee serves under a short-term or temporary contract does not count as service time toward completion of a probationary period. For example, an employee is initially appointed to a temporary school term contract. At the end of the school year, the employee is selected under normal recruitment procedures, for a continuing school term contract. The probationary period for this employee begins on the effective date of the appointment to the second contract.

D. Employees in continuing part-time school year or year long contracts receive service credit toward completion of the probationary period for time spent in such a contract regardless of the tour of duty. Therefore, after three consecutive contract renewals in a part-time position, the employee will have served the full probationary period.

E. Intermittent employees serving under a continuing school term or year-long contract receive service credit toward completion of a probationary period only for actual time spent in pay status. In order to complete the three full continuous years of service requirement, intermittent employees will serve more than three continuous calendar years in a position.

F. Employees who resign prior to the completion of the three year probationary period must begin a new probationary period if the employee is reappointed to another contract position. Employees who resign after completing a probationary period will serve another one year probationary period upon reappointment, unless the reappointment is to a new line of work. For example, an education aide earns a degree in education is

EDUCATION

Education Contract Personnel

reappointed to a teacher position. A new three year probationary period will be served in the teacher position.

G. Employees who transfer in the same line of work will continue serving the probationary period until the three year requirement is completed. Employees who transfer to a position in a new line of work will begin a new probationary period effective the date of the transfer.

H. An employee hired after December 1 of a school term will not complete his/her probationary period until the conclusion of the following consecutive full contract term. Any break in service after the completion of the probationary period requires completion of a new probationary period at the time of reappointment.

I. Non-renewal or termination of a contract during the probationary period for performance or cause is not grievable or appealable.

J. Status quo employees who convert to the contract system are not required to serve a probationary period under this part (see 62 BIAM 11.31 for other requirements).

11.28 Contract Renewal.

A. The school supervisor, Agency Superintendent for Education, or the Area Education Programs Administrator (with respect to off-reservation boarding school supervisors) shall notify the appropriate school board not less than 90 calendar days before the end of the school term which education contracts are recommended for renewal and which are not recommended for renewal.

B. If the school board disagrees with the recommendations, the board will submit, within 25 calendar days, a formal, written certification of its determinations to the school supervisor, the Agency Superintendent for Education, or the Area Education Programs Administrator (with respect to off-reservation boarding school supervisors).

C. If Board determinations are not received within the 25 calendar days, the school supervisor, the Agency Superintendent for Education, or the Area Education Programs Administrator (with respect to off-reservation boarding school supervisors) will issue the required 60 calendar days notification to individuals in education positions.

D. If the school board submits its determinations within the 25 calendar days, the school supervisor, Agency Superintendent for Education, or Area Education Programs Administrator shall implement the Board's determination through issuance of the required 60 calendar days notice of renewal or non-renewal, or appeal the determination of the school board to the appropriate official who will make a determination in accordance with the appeal procedure of 11.24.

EDUCATION

Education Contract Personnel

E. If the contract is to be renewed, the employee must agree in writing within 14 calendar days of the date of the notice to serve the next school term in order to complete the contract renewal. If the agreement is not received by the fourteenth day, the employee has voluntarily forfeited his/her right of continuing employment. If an individual agrees to serve for the next school term and fails to report for duty at the beginning of the next school term, the contract will be terminated and future appointments will be subject to the restrictions of 62 BIAM 11.25.

F. This is not grievable or appealable. After the probationary period, if the determination is that the contract will not be renewed, the employee may appeal under the procedures of 62 BIAM 11.29.

G. When a disagreement exists between the recommending official and the school board, every precaution must be taken to ensure a resolution is made before the 60 day deadline to notify the employee of renewal or nonrenewal.

H. The criteria for allowing additional pay increments for contract renewal are discussed in 62 BIAM 11.54C(2) and in the NFFE negotiated agreement. Supervisors are responsible for insuring that State certification is current. See Illustration 26 for determining contract renewal increments.

11.29 Contract Non-Renewal.

A. Nonrenewal of a contract is not a discharge for cause and will not follow the discharge procedures. The procedures described herein applies only to non-probationary employees.

B. In these processes no more than the substantial standard of evidence shall be required to sustain a nonrenewal determination. A procedural error shall not be grounds for overturning a nonrenewal determination unless the employee shows "harmful error" (error by the Agency in the application of its procedures which, in the absence or cure of the error, might have caused the Agency to reach a conclusion different than the one reached) in the application of the Agency's procedures in arriving at such a decision. The burden is upon the appellant to show that, based upon the record as a whole, the error was harmful.

C. Once the non-probationary employee receives the 60 day written notice of nonrenewal which specifically states the reasons for the nonrenewal, the following procedures will apply:

EDUCATION

Education Contract Personnel

(1) The employee must request an informal hearing before the management official or the school board, whichever recommended nonrenewal, within 10 calendar days of receipt of the notice. Upon request to his/her supervisor the employee will be given official time, not to exceed eight hours, to prepare a written response to the reason(s) for the contract nonrenewal.

(2) If so requested, the informal hearing will be held within 30 calendar days of receipt of the request. At the informal hearing, the employee may only provide evidence and documentation addressing the reason(s) for the non-renewal. The proceedings of the informal hearing will be documented and an official written summary of the hearing will be maintained by the hearing official(s).

(3) A written determination will be sent to the employee within seven calendar days after the informal hearing by the party initiating the non-renewal action.

(4) If the employee is not satisfied with the written decision, the employee may request an administrative review by the next higher management official within 10 calendar days of receipt of the decision from the informal hearing. In most cases, the next higher management official is the ASE or AEPA. However, when the employee is a school supervisor or an Agency education employee, the appropriate Assistant Director for Education is the next supervisory level.

(5) Prior to making a decision, the written summary of the informal hearing must be obtained from the informal hearing official(s) and carefully reviewed. A written decision will be sent to the employee within 20 days of receipt of the request for review. Failure to act within this 20 day period will automatically sustain the initial determination made at the informal hearing. If this decision overturns the decision of the informal hearing official(s), a written statement specifically stating the reason for overturning their decision will be sent to the informal hearing official(s) within the same 20 day period.

(6) This completes the administrative review process for non-probationary employees. Failure of any of the parties to meet the requirements of the above procedures will serve to negate the particular action sought by the negligent party.

EDUCATION

Education Contract Personnel

D. (1) If a school supervisor, ASE or AEPA wishes to appeal the non-renewal determination of a school board for a probationary employee, the school supervisor, ASE or AEPA must appeal to the next appropriate higher authority describing the non-renewal action and the reason(s) such non-renewal action should be overturned. Regardless of any such appeal the required 60 day notice of non-renewal will be issued timely. The appeal must be within 10 calendar days of receipt of the school board's nonrenewal determination. A copy of this appeal must go to the school board. The school board, in turn, has 10 calendar days from receipt of the appeal to forward a response to the Agency Superintendent for Education or Area Education Programs Administrator. If the Agency Superintendent for Education or the Area Education Programs Administrator decides to overturn the non-renewal determination, then the Agency Superintendent for Education or Area Education Programs Administrator must inform the school board and the school supervisor in writing outlining the reason(s). This must be done within 10 calendar days of receipt of both the appeal and the school board's response. Failure to respond to the school supervisor within 10 calendar days shall have the effect of sustaining the local school board's non-renewal determination.

(2) When a disagreement exists between the recommending official and the school board, every precaution must be taken to ensure a resolution is made before the 60 day deadline to notify the employee of renewal or nonrenewal.

E. (1) Independent of the above procedures the school supervisor, Agency Superintendent for Education or Area Education Programs Administrator, for applicable positions, must submit all pertinent information for all nonrenewal actions to the next appropriate higher authority. This includes non-renewal actions for both probationary and non-probationary employees. This non-renewal information shall be submitted to the ASE or AEPA at the same time the 60 day notice is sent to the employee.

(2) Within 60 days the appropriate higher authority shall review information pursuant to the nonrenewal determination(s) and may overturn the determination(s). During this review, the appropriate higher authority may request additional information from any party concerned. If the non-renewal determination is overturned, the Agency Superintendent for Education or Area Education Programs Administrator or appropriate higher authority shall notify the school supervisor and the school board in writing of his/her reason for doing so and directing the school supervisor to offer the employee a contract for the next contract term.

EDUCATION

Education Contract Personnel

11.30 Temporary Advancement and Details. Employees appointed under Pub.L. 95-561 are appointed under the excepted service. Excepted service employment is not interchangeable with competitive service. Civil Service Rule 6.5 specifically states that "no person who is serving under an excepted appointment shall be assigned to the work of a position in the competitive service without prior approval of the Office of Personnel Management." Authority has been delegated to the Bureau and such actions may be approved only by the Assistant Secretary - Indian Affairs.

A. Temporary Advancement of Contract Employees: A contract education employee, who meets all the requirements of the appropriate job category, may be temporarily advanced with compensation, to a higher contract position. This requires consultation with the appropriate school board and is implemented by a short-term contract up to a maximum of 120 days. An employee placed in temporary advancement status, and who is given a short-term contract, retains his/her employment status as specified in the basic contract. Upon return to the lower pay level, his/her salary will be at the rate specified in the basic contract unless the contract changes during the period of the temporary advancement. In this case, the employee will be paid at the new rate.

B. Details of Contract Employees:

(1) Contract education employees may be detailed to other approved job categories for a period that will not exceed the duration of their base contract. All details may be processed by the school supervisor after school board consultation.

(2) Details to undescribed job categories may be made for a 120 day period by the school supervisor. The ASE or AEPA may approve one 120 day extension of this detail. A statement of duties must be provided to the employee which fully describes job responsibilities during the detail period.

(3) Details of contract employees to General Schedule positions may be finalized only with the approval of the Assistant Secretary - Indian Affairs. Requests for such details must be transmitted by an SF-52 through appropriate education channels to the Division of Personnel Management, Central Office. A copy of the request will be provided to the servicing Personnel Office.

(4) If an employee is detailed to a higher level position and subsequently temporarily advanced in the higher level position, the total time spent on the detail and temporary advancement is combined and limited to 120 days maximum, per contract term.

EDUCATION

Education Contract Personnel

(5) Details to the same or lower pay level may be made for 120 days. One extension of 120 days may be made for a total of 240 day maximum, per contract term.

(6) Details of more than 30 days will be documented on a SF-52, Request for Personnel Action. Details of less than 30 days will be documented by memorandum. Distribution of the documentation will be made as follows: (1) Official Personnel File (Original); (2) Supervisor; (3) Employee; and (4) Administrative File.

C. Temporary Advancement of Status Quo Employees: Status quo employees may not be temporarily advanced to contract education positions as these positions are required by Public Law 95-561 to be filled by the excepted contract provisions. If a status quo employee is temporarily advanced to a contract education position, this employee loses his/her status quo condition. Status quo employees can only be temporarily advanced to another General Schedule position for which he/she qualifies. These temporary advancements are limited to 120 days maximum and cannot be extended without competition and advertising through the normal recruitment process.

D. Details of Status Quo Employees: A status quo employee, however, may be detailed to contract education positions. The employee continues to be the incumbent of the position from which detailed since a detail does not "fill" a position. These details must be in accordance with the FPM regulations.

11.31 Probationary Period for Supervisory and Managerial Positions.

A. There are actually two separate probationary period requirements - one for positions identified as supervisory and a separate one for positions determined to be managerial.

B. An employee who has served one year in a Federal Civilian managerial position does not have to complete a probationary period as either a manager or supervisor. An employee who has completed one year in a Federal Civilian supervisory position does not need to complete a new supervisory probationary period; however, if assigned to a managerial position, this employee will have to complete a probationary period as a manager.

C. When the appointment to a managerial or supervisory position is by an initial contract, this probationary period will be for a three full contract term period. It is only when a current employee accepts a supervisory or managerial position that a one year or contract term probationary period applies. For example, a current employee, Teacher A,

EDUCATION

Education Contract Personnel

is selected for a Department Head position after four contract years of continuous service. Since the Department Head is a Supervisory position, Teacher A begins serving a new supervisory probationary period on the effective date of the new contract for the Department Head position; even though Teacher A has already served the three year probationary period after the initial appointment contract. If Teacher A is selected for a Principal position at some future date, an additional one year managerial probationary period will be served since a Principal position is a managerial position.

D. Because supervisory and managerial positions require unique skills and abilities which cannot be readily taught or developed in other kinds of positions, most new supervisors and managers are selected on the basis of their potential for performing supervisory or managerial duties. During the probationary period, the new manager's or supervisor's performance is carefully monitored, with emphasis on helping the individual succeed with appropriate training being provided as needed. If, however, after a fair trial period the employee is unsuited to the demands of the position, the employee shall be, after school board consultation, reassigned to a non-supervisory or non-managerial position within the Agency's jurisdiction of no lower pay level or increment equivalent to the one the employee left when accepting the supervisory or managerial position. However, in a case where an employee takes a downgrade to accept a supervisory position, a re-promotion is not required.

(1) The reassignment must be in accordance with the Indian Preference provisions for employment, unless the school board chooses to waive Indian Preference. The employee must also be fully qualified for the new position. A reassignment may be made at any time during the supervisory or managerial probationary period.

(2) The immediate supervisor must notify the employee in writing that he/she is being reassigned in accordance with this section. This is not a disciplinary action, however, and the employee has no grievance or appeal rights.

(3) Occasionally, it may be impossible to locate an available position or obtain school board agreement to place an employee. In such cases, the employee may be terminated for unacceptable performance using the requirements outlined in 62 BIAM 11.27. If the employee's contract is recommended for nonrenewal, the appropriate requirements under 62 BIAM 11.27 will be followed.

(4) Prior to taking the above actions, supervisors must ensure that the unsatisfactory performance is carefully documented.

EDUCATION

Education Contract Personnel

11.32 Voluntary Service.

A. An ASE or AEPA may, subject to the approval of the local school board concerned, accept voluntary services on behalf of Bureau schools from the private sector. Acceptance of these voluntary services may be delegated to the school supervisor and includes voluntary services of individuals, students or groups.

B. Volunteers may be accepted without regard to the normal appointment process and participate in the volunteer program because they can fill an identified need. They are individuals or members of groups with specific skills and/or interests who will perform a specific function or type of work without compensation (salary or wages). All voluntary services shall be for non-hazardous activities where public services, special projects, or school operations are improved and enhanced. In no case shall any part of these regulations be construed to require contract or status quo employees to work without compensation or to allow the use of volunteer services to displace or replace Federal employees. Every volunteer must have a designated supervisor who is a paid staff member and who will be directly responsible for the work the volunteer performs. If appropriate, a volunteer may act as a supervisor of other volunteers provided the supervisory volunteer is under the direct supervision of a paid staff member.

C. Voluntary Services Agreement. When voluntary services are used, a voluntary service agreement must be developed and shall include as a minimum, the following:

- (1) State the responsibilities of:
 - (a) The School Board
 - (b) The volunteer(s)
 - (c) The school supervisor
 - (d) The educational institution and student(s) (for student teachers or other students receiving credit for such services).

(2) A statement indicating that the volunteers are not considered Federal employees for any purpose other than Title 5 U.S.C. Chapter 81, dealing with compensation for injuries during the performance of work assignments, federal tort claims provisions published in 28 U.S.C. Chapter 171, Department of the Interior Regulations governing Responsibilities and Conduct, and all Federal travel regulations.

EDUCATION

Education Contract Personnel

(3) Evidence of parental/guardian approval for any volunteer under the age of 18 years old.

D. The agreement is to be signed by the school supervisor, school board, volunteer (in the case of a group of volunteers, an official representing the group), and a representative of the education institution, when appropriate. Each signer will also list a telephone number for use in emergencies. (See Illustration 27 and 28 for agreement forms).

E. Volunteer Qualification. The selection of students to participate as volunteers must be in conformance with State or local laws and standards regarding the employment of minors. Volunteers do not need to meet specific job requirements such as those identified in the Job Categories and Qualification Handbook. However, they must be physically able to perform the work they volunteer to do. The ASE, AEPA or school supervisor may require a physical examination at any time if there is a question regarding the volunteer's ability to perform the assigned duties. Volunteers must also undergo appropriate background checks.

F. Forms Required. Standard Form 171, Application for Federal employment, shall be completed by each volunteer and each member of a group of volunteers. An SF-87, Fingerprint Chart and an SF-86, Questionnaire for Sensitive positions, will be required for volunteers assigned duties of working with children. Physical examinations may also be required in some instances.

(1) When a volunteer is selected, the following forms must be submitted to the personnel office for appropriate processing:

- (a) Original SF-171.
- (b) SF-86 and SF-87.

(2) The following forms are maintained by the local school:

- (a) Copy of the SF-171
- (b) Job Description
- (c) Agreement form
- (d) Copies of the SF-86.

(3) A copy of the completed forms and any other pertinent documents should be maintained in individual volunteer folders for three full years after the completion of the voluntary services by the appropriate education office.

EDUCATION

Education Contract Personnel

G. Volunteer Work Assignments. Volunteers can be utilized in any and all parts of the education system. All levels and types of skills can be utilized and almost any type of work can be performed as long as the work performed by a volunteer does not displace or replace any paid employee.

(1) The following constraints must be considered when assigning work responsibilities to volunteers:

(a) A volunteer must never be required to perform any type of work which he/she is not adequately trained to do, or does not feel comfortable doing, or is not willing to do.

(b) Volunteers who are assigned to operate machinery, equipment or vehicles (such as power shop tools, lawn mowers, computers, tractors or buses), must first have demonstrated their proficiency of that equipment or vehicle to the satisfaction of the immediate supervisor. All applicable age restrictions relating to the operation of machinery, equipment and vehicles must be applied. In addition all state licensing requirements must be met before a volunteer is allowed to operate any vehicle.

(c) Volunteers may not assist in any law enforcement activities or related activities that may place them in a life-threatening situation.

(d) Supervisors must ensure that all volunteers are aware of and observe all safety requirements. If questions regarding safety arise, supervisors must consult with the appropriate Bureau safety officer before assigning a volunteer a specific duty.

(2) Formats for specific assignments may be developed locally. Volunteer agreements must clearly identify all duties and responsibilities for each volunteer and the volunteer must have signed and receive a copy of the agreement prior to beginning work. Volunteer agreements may be amended as needed, but a new agreement must be signed with each amendment.

H. Benefits and Protection. Volunteers receive the same benefits and protection as other employees under the Federal Employees Compensation Act (5 U.S.C., Chapter 81) and the Federal Tort Claims Act (28 U.S.C. Sections 2671-2680) and are considered to be Federal employees for those purposes only. These two acts provide the following benefits and protection:

(1) Federal Employees Compensation Act.

(a) Volunteers are entitled to first aid and medical care for on-the-job injuries as well as hospital care when necessary. When travel is necessary to receive medical care, transportation may be furnished and/or the travel and incidental expenses associated with it may be reimbursable. When death results from an on-the-job injury, burial and funeral expenses, not to exceed \$800, may be paid. In addition, other compensation benefits may be approved by the Office of Workers Compensation Programs on a case-by-case basis. Obviously, volunteers do not receive compensation for lost wages.

(b) A volunteer who suffers an on-the-job injury and desires to file a claim for compensation should contact his or her immediate supervisor. The supervisor is responsible for helping the volunteer obtain and complete the proper forms and must certify the authenticity of the claim. The supervisor then submits the claim to the servicing personnel office for processing.

(2) Federal Tort Claim Act - This act provides a means whereby damages may be awarded as a result of claims against the Bureau of Indian Affairs for injury or loss of property or personal injury or death cause by the negligent or wrongful act or omission of any employee of the BIA while acting within the scope of his or her office or employment under circumstances where the BIA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. Since volunteers are considered employees for the purpose of this Act, they are offered the protection of the Act for personal liability as long as they are within the scope of their assigned responsibilities.

(3) Because of the coverage that volunteers receive, it is imperative that they operate under written agreements, containing specific information on the type of work they are assigned to do. This is necessary in case questions arise about whether a volunteer was acting within his or her assigned responsibilities.

I. Employment of Family Members. Family members and relatives of Bureau employees may serve as volunteers as long as both the Bureau representative signing the agreement and the immediate supervisor of the volunteer are not related to the volunteer.

J. Travel and other Expenses.

(1) Volunteers may be reimbursed for out-of-pocket expenses incurred as a result of their volunteer activities such as expenses for

EDUCATION

Education Contract Personnel

supplies, gasoline, local transportation costs, local telephone calls, if necessary, etc. Reimbursement for any incidental costs are meant to offset the volunteer's personal cost of volunteering and is not meant to function as a salary. The decision to reimburse incidental costs and the amount of the reimbursement is made by the school supervisor, ASE or AEPA and the respective school board. Payment of incidental costs to volunteers can generally be paid from imprest cash funds. A detailed record of reimbursement costs should be maintained for each volunteer for future reporting purposes.

(2) Payment of travel and per diem expenses to a volunteer on a particular assignment must be supported by a specific travel authorization and cannot exceed the cost of employing a temporary employee of comparable qualification at the school for which a travel authorization is considered. The school supervisor, ASE or AEPA decides the amount of the reimbursement with the concurrence of the respective school board. Payment is made in the same manner as for regular employees.

K. Annual Report. All school supervisors must submit reports on volunteers to the Agency Superintendent for Education or Area Education Programs Administrator by July 1 of each year for the preceding school year. Reports should contain sufficient information that will assist the ASE or AEPA in determining the dollar value and kind of work contributed to the Bureau of Indian Affairs by volunteers. As a minimum each report must include:

- (1) Number of volunteers by name, age and sex.
- (2) Number of hours worked by activity for each volunteer.
- (3) Amount spent for incidental expenses per volunteer. Amounts in excess of \$100 per volunteer per year must be documented.
- (4) Identify by volunteer name and work location any claims for workman's compensation benefits and amounts paid.
- (5) Identify by volunteer name and work location any Tort Act Claims and amount of benefits paid.
- (6) A brief (one or two line) description of major tasks assigned to each volunteer.

This report contains information which is subject to the Privacy Act. Precautions must be taken to ensure the information is protected in accordance with provisions of the Act.

EDUCATION

Education Contract Personnel

11.33 Employee Benefits and Tax Withholdings. Contract employees are entitled to fringe benefits and their salaries/wages are subject to tax and other deductions prescribed by Federal, State and local laws.

A. Year long employees, school term employees, part-time employees, employees temporarily advanced and continuing employees on short-term contract for workshop or summer employment are entitled to retirement, life insurance and health benefits. Year long employees and school term employees and part-time employees (exceeding 20 hours per week) are entitled to leave.

B. Non-continuing employees, such as short term employees and temporary employees, and intermittent employees are not entitled to retirement, life insurance, or health benefits. However, temporary employees become eligible for enrollment in the health benefits program after one continuous year of employment, excluding any break in service of five days or less. These employees must register to enroll within 31 days after becoming eligible. Temporary employees on school term or year long contracts are entitled to leave, while other non-continuing and intermittent employees are not entitled to leave.

C. All wages are subject to local, State and Federal tax deductions, as applicable; deductions for health and life insurance benefits as authorized; and retirement or FICA deductions, as applicable. Withholdings for life insurance and health benefits will be prorated for school term employees. Deductions will not be made for life and health insurance for school term employees who continue on short-term contracts for workshop or summer employment. Retirement and FICA deductions are not prorated. Service credit for retirement automatically extends over periods in a non-pay status which do not total over six months in any calendar year.

11.34 Status Quo Employees in an Education Position. Status Quo employees shall be continued in their positions under the terms and conditions of that appointment with no change in their status or position. The terms and conditions of their appointment, status and entitlements are determined by competitive service regulations and procedures.

A. These individuals, called "status quo employees," are also entitled to receive any changes in compensation attached to the position (i.e., promotion to the full performance level of their position, cost of living increases, within grade increases and/or quality increases, etc.).

B. An involuntary change in position shall not affect the current status of status quo employees, with school board approval. Assignment as a result of reduction in force is considered to be involuntary and does not constitute a change to the contract system. This requires (1) appointment by the supervisor; (2) consultation by the school board; and

EDUCATION

Education Contract Personnel

(3) formal written approval by the school board. If the school board disapproves such an appointment the supervisor may appeal the disapproval in accordance with 62 BIAM 11.24.

B. Retirement eligibility: An employee of the Bureau of Indian Affairs or Indian Health Service will be covered by Pub. L. 96-135, "Early Out Retirement for Non-Indians," if:

(1) They have 25 years of service or 20 years of service and are at least 50 years old or they are separated involuntarily (except by removal for performance or misconduct) during the 2 year period before they meet the age and service requirements, and

(2) They are not entitled to Indian preference, and

(3) They have been employed continuously since December 21, 1972 by the Indian Health Service or Bureau of Indian Affairs, a tribal organization, or any combination thereof (if the tribe or school board waives the Indian preference law for a reassignment of a non-Indian, this employee forever loses his/her retirement eligibility under Pub. L. 96-135, if they are entitled to the early out retirement), and

(4) They are separated or retire within 10 years after they meet the age and service requirements.

(5) Employment in a tribal organization may be considered for purposes of paragraph (3) above only if the employee was employed by the tribal organization after January 4, 1975 and immediately before such employment he/she was employed by BIA or IHS. At the time of such employment the employee and the tribal organization must have been eligible to elect and did elect to have the employee retain coverage as provided by the Indian Self Determination Act.

C. If the tribe or school board waives Indian Preference, the non-Indian employee forever loses his/her retirement eligibility under Pub. L. 96-135, "Early Out Retirement for Non-Indians," if they were entitled to early-out retirement. If the tribe or school board grants such a waiver, a memorandum for the record will be prepared on BIA letterhead, signed by the employee and placed on the permanent side of his/her Official Personnel Folder, along with the original tribal resolution. (See Illustration 22, sample of "For the Record - Pub. L. 96-135 Retirement.")

D. Status quo employees who maintain career-seasonal status may take temporary employment with their current organization or with another organization during the period of time that they are placed into a non-pay status, such as during the summer months. This does not constitute dual compensation. Such employment will not endanger the employee's right to return to his/her permanent base position and retain the "status quo" condition. (Reference 62 BIAM 11.30 for temporary assignment of Status Quo employees.)

EDUCATION

Education Contract Personnel

E. With school/agency board consultation, an involuntary change in position shall not affect the current status of status quo education employees.

11.35 Conversion of Status Quo Employees to Contract Positions.

A. Status quo employees may request in writing to the school supervisor, Agency Superintendent for Education or Area Education Programs Administrator, as applicable, that their position be converted to contract. The appropriate school board will be consulted whether such individual should be converted to a contract and if the determination is to approve the request, a contract will be issued. School board consultation is not required until April 2, 1993, for educators paid under the Teacher-Counselor Pay Schedule.

B. Written determination by the school board should be received within a reasonable period, but not to exceed 30 days from receipt of the request. Failure of the school board to act within this period shall have the effect of disapproving the proposed conversion.

C. For schools such as off-reservation boarding schools, where the school boards do not hold regular monthly meetings, this provision can be met by the school supervisor, Agency Superintendent for Education or Area Education Programs Administrator, as appropriate, contacting each board member within 30 days of the request to convert, informing each member of the status quo employee's request to convert their position to a contract educator position. If verbally approved by the required majority of the members, the conversion will be considered approved and a contract can be issued. At the next official school board meeting, this action will be ratified and so entered into the official board minutes and the contract signed by the board.

11.36 Citizenship Requirements. The applicant must be a citizen of the United States or a citizen of territories owing allegiance to the United States. Citizenship will be verified on the SF-171 and the Employment Eligibility Verification, Form I-9.

11.37 Restriction on Employment of Relatives. An official with appointment and/or promotion authority shall not advocate, recommend, appoint, employ, promote, or advance a relative within the Department of the Interior. The term relative includes: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

11.38 Members of Family. Contracts shall be in compliance with the Department of the Interior and the Bureau's regulations regarding members of the family. No more than one member of a family member will be employed in the same organizational unit where one would have supervision

EDUCATION

Education Contract Personnel

over the other or their employment would reflect adversely upon the Department, except in emergency situations, such as forest fires, floods, earthquakes, etc. An exception also may be made in the case of an immediate family member at isolated field stations or where there is a shortage of quarters. Exceptions in these situations and in other emergencies (e.g., when recruiting efforts have failed to provide qualified candidates other than a family member) will be made with the approval of the next higher supervisory level. (See Department of Interior; "Employee Conduct and Responsibilities.")

11.39 Age Requirements. No maximum age requirement shall be imposed for OIEP employment. The minimum age for appointment is 18 years of age, except for high school graduates (minimum age is 16 years). The minimum age for those applicants who have received a High School Equivalency certificate (GED) is also 16 years. This does not include student work/learning experience curricula, which will be exempted from minimum age requirements.

11.40 Physical Examination Requirements. All employees, excluding short term appointees shall be required to have a physical examination (at employee's expense) prior to reporting for duty.

A. The school supervisor may make an exception in those isolated areas where a physical examination cannot be completed prior to reporting for duty. In such cases, a time limit of no longer than 60 days will be allowed by the school supervisor during which the examination must be completed.

B. If an exception has been made and the required medical examination is not completed within the 60 days limit, the contract will be terminated. Such termination is not grievable or appealable.

C. There may be times when management may require additional medical examinations for current employees. Except for those annual physical examinations that are required as a condition of employment, management will bear the cost of the additional required examinations.

11.41 State Certification. All professional employees shall be required to obtain and maintain appropriate state certification in the state where employed. In the event an employees state certification expires during a contract period, the employee shall be responsible for ensuring that timely action is taken to renew their state certification. If the employee can demonstrate by documentation that he/she has taken appropriate action to renew his/her certification, a copy of the documentation shall suffice for one contract renewal. State certification shall be required for any subsequent contract renewals.

EDUCATION

Education Contract Personnel11.42 Suitability Disqualifications.

A. Employees in education positions will be assigned the task of helping to shape the lives and future of Indian students. An applicant will be disqualified on a suitability basis when a serious question is raised in reference to his/her character, reputation and fitness. An applicant may be denied appointment for the following reasons:

(1) Removal from previous employment for delinquency or misconduct;

(2) Criminal, infamous, dishonest, immoral or notoriously disgraceful conduct;

(3) Membership in an organization having as its objective the overthrow of the Constitutional Government of the U.S. by force or violence and when membership is with the specific intent of furthering that objective;

(4) Intentional false statements, deception or fraud in an examination or appointment;

(5) Refusal to furnish testimony as required by 5 CFR Part 5.3;

(6) Habitual use of drugs (including alcoholic beverages), affecting job performance;

(7) Any legal or other disqualification which makes the person unfit for the service.

B. In making suitability determinations, the following factors will be taken into account: (1) the kind of position involved; (2) the nature, seriousness, and recency of the conduct; (3) the circumstances surrounding the conduct; (4) the age of the applicant at the time of the conduct; (5) contributing social or environmental conditions; and (6) the absence or presence of rehabilitation or efforts toward rehabilitation.

C. Elimination of an applicant from employment consideration on suitability grounds requires a determination by the Agency Superintendent for Education or the Area Education Programs Administrator that the applicant's conduct may interfere with his ability to function in the position or the Agency's ability to discharge its duties and responsibilities. An objection will document the existence of a rational and direct relationship between the conduct of the applicant and nature of the work involved in the position. Suitability concerns on current employees must be handled in accordance with 62 BIAM 11.99 through .104, Employee Discipline and Discharge.

Education Contract Personnel11.43 Indian Preference.

A. The Bureau is required by law to give preference to persons of Indian descent in filling positions, whether through initial appointment or advancement. Preference will be extended to persons of Indian descent who meet any one of the following conditions:

(1) Members of any recognized Indian tribe now under Federal jurisdiction;

(2) Descendants of such members who were, June 1, 1934, residing within the present boundaries of any Indian reservation.

(3) All other of one-half or more Indian blood of tribes indigenous to the U.S.

(4) Eskimos and other aboriginal people of Alaska; and

(5) Until January 5, 1990, a descendant of at least one-quarter degree Indian ancestry of the Osage Tribe of Indians whose rolls were closed by an Act of Congress

B. Applicants will submit a properly completed Form BIA-4432 "Verification of Indian Preference for employment in the Bureau of Indian Affairs" in order to be considered a preference eligible.

11.44 Waiver of Indian Preference.

A. Tribal governing bodies, or school boards with written delegation of such authority from the tribal government, may waive the Indian preference laws with respect to a specific personnel action regarding a non-Indian employee (already employed) or a job applicant. Such waivers will only be granted on a case-by-case basis. In any instance where a waiver is granted, a file will be established and maintained.

B. The original approval of the waiver and documentation must also be included on the right side of the employee's Official Personnel Folder. (Illustration 22.)

C. A copy of the waiver will be maintained in the certificate file, including supporting documentation, such as the tribal/school board action. (Reference 62 BIAM 11.15 and 62 BIAM 11.34C)

11.45 Veteran's Preference. Veteran's preference does not apply in the appointment process, and discharge for inadequate performance or cause. In a reduction-in-force situation, however, Veteran's preference must be applied.

EDUCATION

Education Contract Personnel

11.46 Equal Employment Opportunity. It is the policy of the Bureau to fill vacancies within the scope of Indian preference, with the best qualified available persons without discrimination because of race, color, religion, sex, national origin, age or physical/mental handicap. This policy shall also apply to selections made for the volunteer services program.

11.47 Reduction-in-Force.

A. There may be circumstances when, because of budgetary and/or program conditions, reduction in staff may be necessary. When an involuntary change in position becomes necessary as a result of budget and/or program conditions, reduction-in-force action must be initiated. A change from full-time to part-time or from year long to school year is an involuntary change in position and is subject to this part.

B. Good management dictates very careful review and adherence to staffing patterns established under 62 BIAM 11.20. Effective dates for reduction-in-force action should, as nearly as possible, coincide with the end of the school year. In this way, disruption during the school year can be minimized.

C. It is a management responsibility to determine and identify staffing needs. School supervisors, Agency Superintendents for Education or Area Education Programs Administrators (with respect to off-reservation boarding schools) are in a position to know their specific program needs. Advice and technical assistance may be requested from the Personnel Office but only education management will make a program decision.

D. (1) The Deputy to the Assistant Secretary/Director - Indian Affairs (Indian Education Programs) is responsible for granting approval to conduct reductions-in-force involving education positions. Requests for reductions-in-force for all education positions will be forwarded directly to the Central Office OIEP for approval. It is mandatory that a courtesy copy of the request be provided to the appropriate Area Personnel Office. (See Illustration 24.)

(2) The original approved action will be forwarded by Central Office OIEP to the servicing Area Personnel Office for action. A copy of the approved action will be returned to the originating office through the appropriate Assistant Director. Upon receipt of the approval, the servicing personnel office will proceed with the reduction-in-force and prepare the official notification to the employee(s).

EDUCATION

Education Contract Personnel

E. (1) The Secretary, Under Secretary or Assistant Secretary - Indian Affairs is responsible for making the determination and approving any request to reassign an individual who is not entitled to Indian preference when reassignment is deemed necessary in a reduction-in-force. All requests of this nature will be submitted by the Area Personnel Office, through the Director, Office of Indian Education Programs, to the Chief, Division of Personnel Management, for submission to the Assistant Secretary - Indian Affairs, prior to the initiation of any action.

(2) A non-Indian who meets Pub. L. 96-135 eligibility, will not lose his/ her retirement eligibility when reassigned by use of reduction-in-force procedures. Reassignment will require consultation with the appropriate school board.

F. (1) Contract employees in education positions under Pub. L. 95-561 shall be separated in accordance with veteran's preference and Indian preference laws, and the qualifications requirements of the position when a reduction is necessary.

(2) The competitive area will be restricted to the school or Agency Office in which the reduction occurs. Schools and Agencies are separate competitive areas and employees in the two do not compete with each other.

(3) Competitive levels only contain positions in that job category and in the same pay level.

(4) Employees within each group will be separated according to length of total Federal service. Retention standing for each employee will include the last three summary performance ratings. The employee(s) with the least amount of service will be separated first. Contract employees who converted from Status quo will be credited with prior Federal service upon conversion to contract for crediting length of service for reduction-in-force purposes. (See 62 BIAM 11.34(B) for involuntary change in position of status quo employees).

(5) Retention registers will be established by job category as follows:

Priority III - AD Veterans with 30% or more compensable disability

Indian Preference eligibles
Non-Indians

Priority III - A Other Veterans

Indian Preference eligibles
Non-Indians

EDUCATION
Education Contract Personnel

Priority III - B Non-Veterans

Indian Preference eligibles
Non-Indians

Release shall be made in the following order:

Priority III - B Non-Veterans

Non-Indian
Indian Preference eligibles

Priority III - A Other Veterans

Non-Indian
Indian Preference eligibles

Priority III - AD Veterans with 30% or more compensable disability

Non-Indian
Indian Preference eligibles

G. The following procedures are set forth for these separations:

(1) Advance Notice. Each competing employee is given a written notice at least 30 days prior to the effective date of the RIF action. This requirement may be satisfied in one of two ways:

(a) A written specific RIF notice issued at least 30 days before the RIF effective date. The specific notice must contain as a minimum:

(i) The specific RIF action to be taken;

(ii) The effective date of the RIF action;

(iii) The employee's competitive area, competitive level, subgroup, service date and annual performance ratings received during the last three years;

(iv) The place where the employee may inspect the regulations and pertinent records to his/her case;

(v) How his/her position was affected as a result of the reduction-in-force;

(vi) The employee's appeal or grievance rights.

EDUCATION

Education Contract Personnel

(b) A written general notice may be issued as early as 90 days prior to the effective date of the RIF, but not earlier without OPM approval. The general notice must be issued a minimum of 30 days prior to the effective date of the RIF and must be followed by a specific notice issued at least 10 days before the effective date of the RIF. A general notice tells the employee that a RIF action may be necessary but that the Bureau has not yet determined the specific action to be taken. The general notice must contain as a minimum:

(i) The employee will be issued a specific notice as soon as a determination is made as to what RIF action, if any, will be taken;

(ii) The date the general notice will expire unless it is renewed or supplemented by a specific notice;

(iii) Appeals rights do not apply until a specific notice is issued;

(2) Appeal Procedures. The employee, upon request, will be provided full and impartial review of the reasons for and procedure used in effecting RIF action. Non-bargaining unit employees may use the procedures outlined in 62 BIAM or the procedures of the Merit Systems Protection Board.

For members of the Bargaining Unit, i.e., those employees covered by the NFFE Master Agreement or the NCBAIE Agreement, the only procedure available is the Negotiated Grievance Procedure.

(3) Out-Placement Procedures. Out-placement for bargaining unit members will be in accordance with the appropriate negotiated agreement. Assistance to place other employees will be in accordance with Department of Interior or Bureau policy. (Further information may be found in Federal Personnel Manual Chapter 351. Pub. L. 95-561 employees are not exempt from Chapter 35 of Title 5).

11.48 Moving Expenses. Individuals employed in a contract education position shall be subject to Title 5 U.S.C. Section 5721-5733. Moving expenses will be paid in accordance with applicable rules and regulations. Agency Superintendents for Education or Area Education Programs Administrator, in consultation with the respective school boards, may waive regulations regarding repayment of monies paid to an employee for travel and transportation (including that for immediate family, household goods and personal effects) when the employee is separated from the service for reasons beyond the employee's control. The request for a waiver will be initiated by the employee.

EDUCATION

Education Contract Personnel

11.49 Restoration to Duty. School term and year long contract education employees are entitled to restorative rights for employees who perform military duty or who sustain compensable injury as provided in 5 CFR Part 353.104 and .105, respectively.

A. An employee entitled to restoration must be considered for advancement as if he/she were currently present for duty. The appropriate education authority is responsible for establishing procedures to ensure this consideration.

B. An absent employee must be promoted in his or her position if the position is categorized to a higher level as the result of (1) an increase of duties and responsibilities occurring before the employee's departure, (2) change in a categorization standard, or (3) a correction of a categorization error. In all other cases, the employee will be accorded consideration for higher level contract positions in accordance with 62 BIAM 11.4 through .18.

C. The appointing office is generally obligated to restore an employee to a like contract position for a period of time equal to the time remaining on the contract he/she left.

D. The order of restoration shall be as follows except when a position is held by an employee in a higher retention subgroup or when the restoration involves physical disqualification or conflicting restoration rights:

(1) To the position advanced or reassigned to while absent for compensable injury or military duty;

(2) To the position left because of compensable injury or military duty;

(3) To the next best available position for which the employee qualifies.

E. Restoration responsibility lies with the local Agency granting restoration rights. If the employee cannot be restored in his or her Agency, the responsibility extends Bureau-wide throughout the excepted system. If an employee cannot be restored in his/her local Agency, a copy of the action granting restoration rights, an application with supervisory appraisal and documentation of efforts taken to restore within the local Agency will be forwarded by the Agency Superintendent for Education to the Office of Indian Education Programs, for dissemination and coordination with other Agency Superintendents for Education.

F. For more detailed information and technical assistance, the servicing Area Personnel Office may be contacted.

EDUCATION

Education Contract Personnel

11.50 Policy on Pay Administration. The pay for a contract educator position shall be comparable to the rates in effect under the General Schedule, Coordinated Federal Wage System or Schedule C of the Department of Defense Overseas Educators Comprehensive Schedule for Educators and Specialists, as appropriate, unless such position has been identified, documented, and approved for a special pay differential by the appropriate authorities.

A. Contract education employees are not subject to merit pay or grade and pay retention provisions of the Civil Service Reform Act.

B. Contract education employees responding to fire alarms and subsequently actually engaged in firefighting are entitled to hazardous duty pay for firefighters. Responding to a false alarm does not bear entitlement to the differential since the employee does not actually engage in firefighting.

C. Establishment of Compensation Schedules. The Director of the Office of Indian Education Programs (OIEP), shall establish basic and special compensation schedules as such rates are adjusted by Executive Order or established as warranted, based on changes in the rates established under other federal pay systems and in staffing differentials. The pay plan designation for education contract positions will be CE for year-long appointments and CY for school-year and all other appointments.

D. Adjusting Contract Employee Compensation. Pay adjustments for contract employees occupying positions for which a special compensation schedule is established, or further adjusted under 62 BIAM 11.52, will be determined on the basis of the facts and circumstances relating to staffing needs.

E. Responsibility for Pay Determination. The School Supervisor, Agency Superintendent for Education, or Area Education Programs Administrator (with respect to off-reservation boarding school supervisors) is responsible for determining the appropriate pay level and pay increment for each contract position for which they are primarily responsible. The pay will conform to the proper application of the appropriate provisions of this Manual.

(1) Some positions under the Education Pay Schedule may be identified as and subject to a pay limitation which results in a maximum pay at some step below Step 21 of the assigned pay level. The maximum pay for this type of contract position will not exceed Step 10 of the GS Pay rate for a comparable position, which is subject to Chapter 51, Title 5, U.S.C. by more than 10 per cent.

EDUCATION
Education Contract Personnel

(2) Positions approved for special pay differentials in accordance with 62 BIAM 11.52 are exempt from this limitation.

F. Staffing Differential. The school supervisor in conjunction with the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) will initiate and forward a request for special pay differentials through appropriate channels for submission to the Director in accordance with 62 BIAM 11.52.

(1) The Director may establish a staffing differential not to exceed 25 per cent of an employee's rate of basic compensation. This staffing differential may be established for one or more position types, or one or more geographic locations where there are significant recruitment or retention problems for qualified employees based on environmental or work conditions. Such request shall be approved unless (a) the nearest public school pays less than 5% more for comparable positions or (b) the nearest public school pays at least 5% more for comparable positions but the Bureau is able to recruit or retain staff in these positions. Should the Director fail to act on the request by the end of the 60th day after receipt, the request shall be deemed approved as presented.

(2) The Director or the school supervisor may at the start of a school term discontinue or decrease a post differential after (a) the local school board requests such discontinuance or decrease or (b) the Director or school supervisor determines for clear and convincing reasons (and advises the board in writing of those reasons) that there is no disparity of compensation that would affect the recruitment or retention of employees at the school after the differential is discontinued or decreased.

(3) The Office of Personnel Management, at the request of the Secretary or his/her designee, may establish under the provision of Section 5303 of Title 5, U.S.C., a special salary differential where warranted because of significant staffing problems caused by higher non-Federal pay rates.

11.51 Development of the Pay Schedules.

A. The following pay schedules are approved for use for contract education positions:

(1) Education Pay Schedule

(2) Office of Indian Education Programs (OIEP) Teacher/Counselor Pay Schedule

EDUCATION
Education Contract Personnel

(3) Office of Indian Education Programs (OIEP) Wage System Pay Schedules

B. Education Pay Schedule. The Education Pay Schedule contains eight pay levels. Each pay level contains a base level which is labeled with the digits 01. There are 20 additional pay increments which are numbered 02 through 21 consecutively. The hourly rate for the base pay and for the 21st increment for each level are comparable to the hourly rate for a specific grade and step of the General Schedule. The Pay Schedule will be adjusted as the General Schedule rates are adjusted by Executive Order. The pay levels and increments are computed as follows:

(1) Computation for Pay Level 01.

(a) The base pay is comparable to the hourly rate for the GS-02, Step 4 of the General Schedule.

(b) The 21st increment is comparable to the hourly rate for the GS-05, Step 10 of the General Schedule.

(c) The hourly rate for increments 2 through 20 is computed by averaging.

(2) Computation for Pay Level 02. The base pay is comparable to the hourly rate for the GS-06, Step 1 of the General Schedule. The 21st increment is comparable to the hourly rate for the GS-07, Step 10 of the General Schedule. The hourly rate for increments 2 through 20 is computed by averaging.

(3) Computation for Pay Level 03. The base increment 01 is equivalent to the hourly rate for the GS-05, Step 9 of the General Schedule.

(a) Increment 2 is equivalent to the hourly rate for GS-07, Step 4 of the General Schedule.

(b) Increment 3 is equivalent to the hourly rate for GS-09, Step 1 of the General Schedule.

(c) Increment 21 is comparable to the hourly rate for the GS-09, Step 10 of the General Schedule.

NOTE: Pay Levels 01, 02, and 03 cover pay schedules for multiple GS grades. Each position within these levels must be compared to equivalent GS positions. The maximum pay for those positions must not exceed step 10 of the equivalent position.

EDUCATION

Education Contract Personnel

(4) Computation of Pay Levels 04-08. Pay Levels 04 through 08 are comparable with the hourly rates of the GS-10 through GS-14 of the General Schedule.

(a) Pay Level 04: The base increment 01 and increment 21 are comparable to GS-10 Steps 1 and 10 of the General Schedule.

(b) Pay Level 05: The base increment 01 and increment 21 are comparable to GS-11 Steps 1 and 10 of the General Schedule.

(c) Pay Level 06: The base increment 01 and increment 21 are comparable to GS-12 Steps 1 and 10 of the General Schedule.

(d) Pay Level 07: The base increment 01 and increment 21 are comparable to the GS-13 Steps 1 and 10 of the General Schedule.

(e) Pay Level 08: The base increment 01 and increment 21 are comparable to the GS-14 Steps 1 and 10 of the General Schedule.

(f) Increments 2 - 20 for Levels 04-08 are computed by averaging.

C. Teacher/Counselor Pay Schedule. The Office of Indian Education Programs' Teacher/Counselor Pay Schedule is adopted from Schedule C of the Department of Defense (DOD) Overseas Educators Comprehensive Schedule for Educators and Specialists and consists of seven pay levels with 17 increments each.

(1) This schedule applies only to positions titled teacher, counselor or homeliving specialist. Parenthetical modifiers (e.g., teaching speciality) may be added, as may the word "supervisory" when appropriate and necessary.

(2) This Pay Schedule is computed as follows:

(a) For the 1989-90 school term, this pay schedule will reflect one third of the changes in the rates on the 1988-89 DOD pay schedule.

(b) For the 1990-91 school term, this pay schedule will reflect two thirds of the changes in the rates on the 1989-90 DOD pay schedule.

(c) For the 1991-92 school term, this pay schedule will be identical to the 1990-91 DOD pay schedule.

(d) For 1992-93 and future school terms, the pay schedule will be identical to the preceding year's DOD pay schedule.

Education
Education Contract Personnel

(3) The OIEP Teacher/Counselor pay schedule consists of seven pay levels, 11-17. Placement in each level is determined by the employee's education level. The education levels are as follows:

Level 11 - Bachelors degree in education or related field

Level 12 - Bachelors degree plus 15 semester hours of related graduate work

Level 13 - Bachelors degree plus 30 semester hours of related graduate work

Level 14 - Masters degree in education or related field

Level 15 - Masters degree plus 15 semester hours of related graduate work

Level 16 - Masters degree plus 30 semester hours of related graduate work

Level 17 - Earned doctorate in education or related field

D. Office of Indian Education Programs Wage System Pay Schedules. The Education Wage System Pay Schedule is identical to the Coordinated Federal Wage System Pay Schedules.

11.52 Special Compensation for Contract Education Positions. A flexibility is available to provide additional compensation to education positions to help meet essential staffing requirements. This additional compensation may be approved where staffing problems are caused by either (1) environmental/working conditions, or (2) higher non-Federal pay rates for comparable levels of work in the nearest public school, or (3) both of these factors. Staffing differentials authorized under this section are changes in basic pay.

A. Requesting a Staffing Differential. Any request for a staffing differential shall be submitted to the Director. All requests for additional compensation will include the following information as relevant to the staffing problem along with any additional justification considered appropriate.

Education
Education Contract Personnel

(1) Identification of the positions by title, specialty, and pay level/grade for which the staffing difficulty exists. Specify whether the staffing problem is one of the recruitment or retention incentives based on unusually difficult working or living conditions or the geographic isolation of the work site.

(2) Number of vacant positions, by title, specialty, and pay level that would be filled immediately if an adequate supply of well-qualified applicants were available. Number of vacant positions reported will be those that are established but unfilled due to staffing difficulties.

(3) Turnover rate by title, specialty, and pay level/grade for the positions for which the staffing difficulty exists. Turnover rate data will, as a minimum, include one school year. It is also desirable to be able to compare turnover rates with previous school years in order to identify turnover trends.

(4) A description of the geographic and environmental conditions that exist at the post of duty if used as a basis of this request. This will include such factors as climate, isolation, recreation facilities, opportunities for participation in community and social activities, housing availability and quality, and availability and quality of food and other consumer goods and services.

(5) A description of any factors which influence and quality of work and the conditions (physical plant, class size, and related factors) under which the work is performed that may have a bearing on attracting and retaining a quality work force.

(6) Explanation of recruiting actions taken to attract well-qualified applicants and the results of those actions; i.e., number of applications received and the quality of the applicants.

(7) Current compensation in effect for the positions covered by the request. This will include pay and any additional compensation currently authorized, such as a previously authorized staffing differential.

(8) Compensation being paid for comparable positions in the nearest public school that is the primary competitor for well-qualified educators. In this regard, compensation includes all direct and indirect payments, such as base pay, housing rental fees, and other pay or pay-related benefits.

(9) The specific staffing differential that is being requested. This is a percentage of the base pay. In addition, the pay levels to be covered and types of positions covered will be listed. Not every position

Education
Education Contract Personnel

at a school needs to be included in the request. In fact, it would be rare for every position at a school to qualify for the staffing differential.

B. The Director shall notify the appropriate Area Personnel Officer and the Branch of Pay Liaison in Albuquerque, New Mexico, when approval is granted for staffing differentials. If the Director fails to respond to a request within 60 days of receipt, the request shall be deemed approved and the Agency Superintendent for Education or Area Education Programs Administrator shall notify the required offices of the approval.

C. Staffing differentials will not exceed 25 per cent of the rate of basic compensation and may be reduced or abolished by the Director, OIEP, upon recommendation of the appropriate Area Education Programs Administrator (with respect to off-reservation boarding schools) or the Agency Superintendent for Education when the need for a differential no longer exists or upon the request of the local school board. The Union, the appropriate Area Personnel Officer, and the Branch of Pay Liaison in Albuquerque, New Mexico, shall be notified when a differential is reduced or abolished.

11.53 Type of Contracts. The school supervisor, the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding school supervisors) shall administer the following types of contracts:

A. Year Long Contracts. Full year employees will normally work an eight hour day, 40 hour week for the complete contract year, (July 1 to June 30). If an employee is hired after the beginning of the contract year, he/she will be in pay status from the first day of work to the end of the contract year (June 30).

B. School Term Contracts. School year employees will normally work an eight hour day, 40 hour work week. The employee will normally be in pay status for 180 student instructional days, 10 administratively determined work days, nine holidays, and up to 17 administratively determined school vacation days, for a total of 215 days.

C. Other Contracts. Temporary, intermittent, and short-term contracts will receive pay for each hour they are in work status.

(1) Employees who work on a short term contract during the summer, the duties of which are similar to their regular position (e.g., a teacher who teaches in the summer session), will have their pay set at the previous school term rate. Contract renewal incentives are not added to this short-term contract.

Education
Education Contract Personnel

(2) An employee on a short-term contract immediately preceding a school term contract and which is in connection with the school term contract (e.g., a coach who must return to school two weeks early) shall have pay set at the new school term rate which includes contract renewal incentives.

(3) Employees who work on a short-term contract during the summer, the duties of which are not related to their regular contract, will have their pay set at the level the short-term position qualifies for under the provisions of this Manual, during the duration of the short-term contract. If at the same level as their regular position they will be paid at the preceding contract rate. Contract renewal incentives are not included.

(4) Status Quo employees who work on a short-term contract during the summer months will be paid at their current rate of pay if the summer job is in same or equivalent grade level as their regular position. If the short-term contract position is higher or lower than the status quo employee's regular position, the provision of 62 BIAM 11.61 will apply. Status Quo employees will retain their status quo condition when returning to their base position. Contract renewal incentives are not added to this short-term contract

11.54 Determination of Pay Increments.

A. Education Pay Schedule. Employees paid under the education pay schedule receive pay increments in addition to the base for their pay level at the time of the initial contract and each subsequent contract based on the following criteria:

- Prior experience
- Contract renewal incentive
- Merit increase for annual performance rating
- Incentives for education

B. Limitations of Pay. All positions will be subject to specific limitations within the appropriate pay level as follows:

(1) No position will exceed pay increment 21 of the appropriate pay level for the position.

(2) Some positions may be identified as having a maximum pay which is below pay increment 21 of the appropriate pay level for the position.

(3) Some positions may be identified as having a minimum pay which is above pay increment 01 of the appropriate pay level for the position.

Education
Education Contract Personnel

C. Pay increment guidelines are as follows:

(1) Prior Experience. An employee paid under the education pay schedule may receive up to three pay increments, at the rate of one pay increment for each full calendar or school year, as appropriate, for work experience acquired prior to accepting a contract position. Crediting for prior experience applies only to the original contract.

(a) Prior experience will be credited on a day for day basis for a full contract school year.

(b) To qualify as prior experience, the previous position shall have been in education, at the same or higher level, and identical to some position described in the Job Categories and Qualifications Handbook in this manual. Only professional (post degree) experience will count as prior qualifying experience for professional education contract positions.

Example: A person who has been a Principal for four years in a public school applies for an Education Specialist position. The Principal position is identical to a Level 05 Principal position in the Handbook. The individual can be credited with three years of prior experience for the Level 05 Education Specialist position.

(c) Qualifying experience is not necessarily experience for pay. For pay purposes, the experience must be in education and comparable to the same or higher pay level in order to be credited for pay increments.

Example: An applicant for Business Technician has worked for five years as a Tribal budget analyst (at a salary comparable to the 02 business technician) and one year as a personnel specialist (at a higher salary) for the state department of education. All six years are qualifying experience but only the one year working for the education department is creditable for pay purposes. Therefore, this applicant qualifies for and receives one increment for prior experience.

(2) Contract Renewal Incentive. A person will qualify for one pay increment each year as an incentive for renewing his/her contract for each of the first four contract renewals as a contract employee [For NFFE-covered employees, see negotiated agreement]. Movement to another position or to some other type of contract at the same, higher or lower

EDUCATION
Education Contract Personnel

level during a contract period is not a contract renewal and incentives are not added. Incentives are added, however, before an employee moves to another position at the end of his/her current contract. Employees are entitled to only four contract renewal incentives during their employment in the contract system.

(a) To qualify for a contract renewal incentive, the employee must: (i) be in pay status a total of 24 work weeks, not including summer short-term contracts, and (ii) must have been rated fully satisfactory or above on his/her annual performance evaluation.

(b) Employees covered under the Teacher/Counselor pay scale are not entitled to contract renewal incentives.

(3) Merit Increases for Performance. Pay increments for performance will be awarded at contract renewal as follows: above satisfactory - one increment; outstanding - two increments.

(a) To qualify for the above merit pay increments, the yearly performance rating must be documented with evidence that written objective performance standards were used in determination of the rating. In the absence of written objective performance standards, the employee may receive up to an Above Satisfactory rating but the supervisor cannot receive a rating higher than satisfactory. An employee shall be in pay status at least 24 weeks to qualify for this incentive.

(b) Performance standards are required by the Civil Service Reform Act (1978) for all employees. The performance appraisal system is found in 62 BIAM 11.79 through 11.98.

(c) When an employee receives an outstanding or above satisfactory rating, and the rating has been concurred in by the next level supervisor, the principal will issue an SF-52, Request for Personnel Action, Contract Renewal, which will indicate a one or two-step increment for the employee based on the performance rating. The cover sheet of the performance rating will be attached to the SF-52 and forwarded to Personnel for processing with other contract renewal documents.

(4) Performance Cash Awards. Employees already at the top of his/her pay level may warrant a cash award for an outstanding or above satisfactory performance rating. Such cash awards may not exceed one and one-half percent of annual base pay for above satisfactory performance or three percent for an outstanding performance rating.

EDUCATION
Education Contract Personnel

(a) First line supervisors may request a performance cash award which must be approved by the school supervisor, ASE or AEPA. Standard Form 52 (Illustration 31) and the cash award summary sheet (Illustration 32) and the cover sheet of the performance rating must be sent to the servicing Area Personnel Office for transmittal to Payroll.

(b) Performance awards may be submitted at the end of the contract period but not later than December 31. The amount of the cash award is based on the base salary for the previous years' contract.

(5) Education Incentives. Employees may qualify for education incentives based on the following:

NOTE: The number of pay increments listed below in section (a) and (b) for each education level is the maximum number of pay increments for which an employee shall be credited for educational purposes. The employee will receive increments for his/her education even if the education is an entrance requirement for that position in Pay Levels 01 and 02 (group (a) below) only. When a position requires a degree for entrance, no incentive is given for the basic qualifying education.

(a) Employees in positions at Level 01, which do not require education or experience for entry, and Pay Level 02 positions, which do not require a bachelor's degree or equivalent as a minimum requirement for entrance, shall receive pay increments as follows:

High School diploma or equivalent	1 increment
15 semester hours of college work	2 increments
30 semester hours of college work	3 increments
45 semester hours of college work	4 increments
A.A. Degree or 60 semester hours of college work	5 increments
96 semester hours of college work	6 increments
B.S. Degree or 135 semester hours of college work	7 increments

(b) Employees, in Pay Level 02 through 06 positions, which require a bachelor's degree or higher, or equivalent experience, as a minimum requirement for entrance, shall receive pay increments as follows:

B.S. degree plus 15 semester hours of related graduate work	1 increment
B.S. degree plus 30 semester hours of related graduate work	2 increments

Education
Education Contract Personnel

B.S. degree plus 45 semester hours of related graduate work	3 increments
Masters degree in related field	3 increments
Masters degree in related field plus 15 semester hours of related graduate work.	4 increments
Masters degree in related field plus 30 semester hours of related graduate work. (Approved university six-year program will be considered equivalent)	5 increments
Earned doctoral degree in related graduate work.	6 increments

(c) Employees in Pay Level 04 through 08 positions, which require a Masters Degree or higher, or equivalent experience, will qualify for pay increments as follows:

Masters degree plus 15 semester hours of related graduate work	1 increment
Masters degree plus 30 semester hours of related graduate work (Approved university six-year programs will be considered equivalent.)	2 increments
Masters degree plus 45 semester hours of related graduate work	3 increments
Earned doctoral degree in related graduate work	4 increments

D. Office of Indian Education Programs Teacher/Counselor Pay Scale.
Employees paid under the OIEP teacher/counselor pay schedule (teachers, counselors and homeliving specialists) are placed in a pay level based on their education level and receive pay increments for longevity only.

(1) Prior Experience. A teacher or counselor paid under this pay schedule will be given credit for up to five pay increments at the rate of one pay increment for each full school year of teaching or counseling experience acquired prior to accepting a teaching or counseling position with OIEP; crediting for prior experience applies only to the original contract. To qualify as prior experience, the previous position must have been after earning the appropriate degree and in a teaching or counseling position in an elementary or secondary school.

Education

Education Contract Personnel

(2) Longevity Increase. Longevity increases are effective on the starting date of the contract and are earned at the rate of one increment for each full contract year for the first 14 years (increment 2-15); and one increment for each five years to attain increments 16 and 17. To qualify for a longevity increase, an employee must be in pay status a minimum of 32 continuous work weeks, not including any summer short term contract, and must earn a fully satisfactory (Level III) or higher on the annual performance rating.

E. Office of Indian Education Programs Wage System Pay Schedules.

(1) Those persons located at or associated with a school who are employed in a recognized trade or craft or in a manual labor occupation are paid under this pay schedule. This includes those positions previously paid under the Federal Wage System. Examples of such positions are bus drivers, kitchen staff and facilities management employees whose work is primarily at, or concerned with, one or more schools.

(2) This pay schedule uses the same hourly rates as the Federal Wage System. Within-grade increases are earned for longevity, providing his/her annual performance rating is fully satisfactory (Level III) or higher. Waiting periods are as follows:

(a) Step 2: completion of one contract year of at least 24 continuous weeks.

(b) Step 3: completion of two contract years in step two each of no less than 24 continuous weeks.

(c) Steps 4 & 5: completion of 3 contract years in each of step 3 and step 4, respectively.

The provisions of contract renewal incentives or education incentives and merit increases for performance do not apply to wage system employees as they apply to other contract educators. However, education wage system employees are eligible for performance awards under the Bureau's Incentive Award system.

F. Factors affecting Education and Teacher/Counselor pay schedules.

(1) To receive credit for education, an individual shall have an official copy of his/her transcript(s) from an accredited institution(s) on file with the school supervisor. The supervisor shall forward a copy to the Area Personnel Office to be included in the employee's Official Personnel Folder. Increments cannot be given if supporting transcripts

Education
Education Contract Personnel

are not on file with the Area Personnel Office. Quarter hours of college work will be converted to equivalent semester hours. All masters degrees credited will be in an appropriate area of education except for business managers, who may substitute a masters in business administration.

(2) The term "related graduate work" means directly related to the field of education or the employee's teaching field, or, for business managers, to the field of business administration, and/or included in a graduate degree plan from a university in the related field. All hours counted as graduate hours must be credited as graduate hours by the university. The school supervisor, Agency Superintendent for Education, Area Education Programs Administrator, as appropriate, will be responsible for determining whether the work is both related and graduate for crediting purposes.

(3) Calculation of proper increment. To calculate the proper increment that an employee is to receive, determine the number of increments for which the application and accompanying transcripts qualify. Then, add this number of increments to 01, the base increment.

Example: A principal qualifies for three increments in the prior experience category and one increment for education, for a total of four increments; the proper increment and level would be 05/5, or Level 5 increment 5.

(4) Prorata Pay. Employees on a school term contract or status quo employees subject to furlough may elect to have his/her basic pay prorated over a 12-month period within 30 days prior to the beginning of the school term. An employee may further elect to be paid in one lump sum at the end of the school term for the remaining amount of basic compensation otherwise due for the school term, provided notice is given four weeks prior to the end of the school term.

(a) The election may be changed once during the school term provided notice is given two weeks prior to the end of the fifth month after the beginning of the school term.

(b) Employees are required to make an election annually, no employee shall suffer a loss of pay or benefits because of electing to have his/her pay prorated. (See Illustration 35.)

11.55 Contract Renewal.

A. Renewal. An employee's contract renewal in the same pay level or grade for the same position, shall include all previously earned pay increments plus any additional pay increments which the employee has earned at the completion of the contract period. An employee may receive one, more than one, or no increments for contract renewal.

Education
Education Contract Personnel

Example: An employee in Education Pay Level 03 renewing a contract for the fourth year may receive one increment for renewing, two increments for education and one increment for above satisfactory performance for a total of four increments above the previous contract. All pay increments are subject to the limitations of 62 BIAM 11.50 through 11.70.

B. Contract renewal incentive. Contract renewal incentive for Education Pay Schedule employees is limited to the first four contract renewals during employment within the total BIA contract system. However, movement during a contract period will not qualify the employee for a contract renewal increment at the time of movement. The movement of an employee to another position within the Bureau after completion of a contract shall be treated as a contract renewal, and any increments earned under the provisions of 62 BIAM 11.50 through 11.70 will remain to the credit of the employee. Employees paid under the Teacher/Counselor pay schedule are not eligible for this incentive.

C. Credited benefits for prior contract educators. The determination of the pay increment of a former contract educator applying for a position of the same level as the prior position will be treated as contract renewal, and all previously earned increments will be credited to the employee. Former contract employees appointed to a position at a different level will receive the higher of 1) their previous hourly rate or 2) the rate they would receive as a new hire, not to exceed the top increment of the appropriate pay level of the new position.

11.56 Contract Revision or Adjustment. There may be specific instances where the amount of compensation outlined in the renewed contract issued prior to the end of the school year may need adjustment or revision, for example:

A. If the employee has earned additional pay increments or would move to a new pay level based on college work after contract renewal and prior to the beginning of the school term, the employee's contract will be amended to reflect the new rate of pay. Proof of earned credits must be forwarded to the servicing Personnel Office by October 1 of the current school year in order to receive this education credit. Credits completed during the school year or those not received by October 1 will not be recognized until the following contract renewal and school year.

B. Any increments due for performance will be awarded at the beginning of the following contract year.

C. Administrative error.

D. Establishment or further adjustment of a staffing differential under 62 BIAM 11.52.

E. Selection to another position (not the employee's position) at a higher pay level.

Education
Education Contract Personnel

F. If an employee is selected by means of a multiple pay level advertisement, the employee may be advanced in his/her position at any time during the contract period after meeting all the requirements for the next higher pay level.

11.57 Premium Pay. Contract educators paid under the Education Pay Schedule and the Federal Wage System Pay Schedule are eligible for premium pay, including overtime compensation, night differentials, Sunday pay, and holiday pay. Premium pay shall be under the provisions of and in accordance with the applicable rules, regulations and guidelines for Chapter 55 of Title 5, U.S.C., and the Fair Labor Standards Act (FLSA). In order to be eligible for holiday pay, the employee must be in pay status on the preceding or following scheduled work day, or both.

11.58 Fair Labor Standards Act (FLSA). All supervisors and all education pay schedule positions Level 03 and above will be exempt from FLSA. All employees paid on the OIEP Teacher/Counselor Pay Schedule are also exempt. All other education employees will be covered by the provisions of FLSA.

11.59 Compensatory Time. Contract educators who are eligible for premium pay and who are required to perform duties after their normal tour of duty (such as coaching, club sponsor, or other extra-curricular activities) are eligible for overtime compensation. An employee may request and be granted compensatory time in lieu of overtime pay. Compensatory time may be used at any non-instructional time while he/she is in pay status. Compensatory time will not be carried over to the next contract year. This authority is an exception to the six-month restriction stated in 370 DM 550 Section 1.7.

A. The supervisor must approve the use of compensatory time in advance and may determine when the compensatory time will be scheduled. When an exigency of the service prevents utilization of the compensatory time, before the end of the current contract, the employee will be paid overtime on the basis of the rate earned at the time the overtime was performed.

B. The Area Education Programs Administrator (with respect to off-reservation boarding school supervisors), Agency Superintendent for Education and the school supervisor, as appropriate, are authorized to grant compensatory time for overtime work approved in advance and performed by employees engaged in education activities.

11.60 Stipends. All contract educators under any pay schedule are eligible for stipends and may elect to receive a stipend in lieu of overtime.

A. Stipends may be paid to any contract educator who performs additional activities outside his/her regular tour-of-duty to provide services to students or otherwise support the school's academic and social programs.

Education
Education Contract Personnel

B. A stipend is a supplement to the employee's basic pay.

C. Those who are to receive a stipend may elect to receive the stipend in either of two ways:

- (1) in equal installments over the term of the activity; or
- (2) in a lump sum paid the pay period following the completion of the activity.

D. All those who are to receive a stipend must submit the required election to the Area Personnel Office for processing no later than the pay period preceding the start of the activity. See Illustration 33 for the election form.

E. Establishment of Stipend Schedule. The initial stipend schedule will be established as follows:

(1) The three largest school districts in the Area with schools having comparable enrollments jointly will be surveyed to determine schools with student populations in the categories named below. Such surveys will be conducted by mail or telephone at each Area by a representative of the Office of Indian Education Programs and the BIA Council of the NFFE within 30 days of final approval of the Director.

(2) A simple arithmetic average rounded up to the nearest dollar will be made of the rates paid by the surveyed schools for each enrollment category as follows: 600 to 1,000; 300 to 599; 50 to 299. This average will be the scheduled stipend for the upcoming school year for all Bureau-operated schools in the Area. In those instances where less than three comparable size schools are found, the next largest school district(s) will be surveyed until an average of three can be computed. If no comparable activities are found, e.g., Pow-Wow Club Sponsor, the stipend will be determined by arithmetical average (mean) of similar stipends in the Public Schools surveyed by enrollment categories. This survey will divide athletics and non-athletics to arrive at separate schedules for each of these extra-curricular activity categories.

(3) This process is subject to revisions after the 1989-90 school year.

11.61 Conversion Rule (Status Quo Employees). A status quo employee may request, under the authority of 25 CFR Part 38, to convert their present position to a contract position, or they may apply for a vacant contract position. This employee will enter the contract system using one of the following methods (whichever is more beneficial to the employee):

Education
Education Contract Personnel

A. The employee may receive pay equal to the hourly rate that he/she is presently receiving in the General Schedule or Federal Wage System. If the current rate of pay falls between two hourly rates of the appropriate Pay Schedule, the employee will receive the higher pay increment; or

B. The employee may receive pay in accordance with the pay determination procedures of 62 BIAM 11.54, that is, starting with the appropriate base pay, adding increments for education and experience where appropriate. All experience in a comparable position within the Bureau is creditable. For an explanation of a comparable position see the appropriate explanation in this chapter (62 BIAM 11.54C(1) and .54D(1)). In addition, an employee can receive credit for up to three years of outside experience (five years for those on the OIEP Teacher/Counselor Pay Schedule), if the work is comparable. Outside experience is not creditable for OIEP Wage System educators. (See Illustration 34 for converting status quo employees to the Teacher/Counselor pay schedule).

C. The limitations of the top pay increment or step of each level, or grade will not be exceeded.

D. Status Quo Teacher, Counselors and Homeliving Specialist may convert their position upon written request until April 28, 1993, and may be converted without school board approval. After April 28, 1993, such requests must have prior approval by the appropriate school board. This provision applies only to status quo teachers, counselors and homeliving specialists. All other educators must continue to obtain prior school board approval for conversion to contract.

11.62 Severance Pay. The criteria for basic entitlement is set forth in FPM Supplement 990-2, Book 550, Subchapter 7. Entitlement includes position abolishment and non-renewal of contract when non-renewal is not for cause.

A. An employee appointed under a school term or year long contract will be eligible for severance pay when he/she is involuntarily separated from the service and the separation is not by removal for cause on charges of misconduct, delinquency, or inefficiency.

B. Employees appointed on contracts for less than a full school term or temporary employees on school term or year long contracts or employees who have received less than fully satisfactory performance appraisals, are not eligible for severance pay.

11.63 Advancement. The advancement of a contract employee from one pay level to a higher pay level shall be accomplished in accordance with one of the following methods, whichever yields the greater benefit to the employee.

Education
Education Contract Personnel

A. Education Pay Schedule.

(1) An education pay schedule employee issued a new contract and advanced from one pay level to a higher pay level will receive at a minimum, a pay increase equivalent to four pay increments of the current pay level, or the base pay of the higher pay level, whichever is greater.

(a) If a four pay increment increase falls between pay increments of the new pay level, the higher pay increment will be the new basic rate of pay.

(b) An education employee may receive pay in accordance with the pay determination procedures of 62 BIAM 11.54, the same as a new hire, excluding any increment for prior outside experience, since this would not be an original contract.

(2) The advancement of a status quo employee from his/her current General Schedule (GS) grade to a higher pay level contract position, as a result of selection from a certificate of eligibles, will be accomplished in accordance with one of the following methods (whichever yields the greater benefit to the employee):

(a) The employee will receive, as minimum, a pay increase equal to two pay steps of the current General Schedule (GS) pay schedule, or the base pay of the higher pay level of the Education Pay Schedule, whichever is greater. If a two pay step increase falls between pay increments of the new pay level, the higher pay increment will be the new basic rate of pay.

(b) The education employee may receive pay in accordance with the pay determination procedures of 62 BIAM 11.54 of this Chapter the same as any new hire.

(3) Any increments earned for such reasons as contract renewal, performance appraisal, etc., will be added to the employee's present pay level prior to determining the pay increment entitlement at the higher level if advancement takes place after the end of one contract period and before the start of another.

(4) An employee hired in a multi-level position (e.g., principal 05/06) may be advanced from the lower to the higher level when all requirements of the job category are met.

B. Office of Indian Education Programs Wage System Pay Schedule. An Office of Indian Education Programs Wage System School employee issued a new contract and advanced from one pay grade to a higher pay grade will be assigned that step of the new grade which is at least four per cent higher than step two of the the current pay grade or the base step of the higher pay grade, whichever is greater.

EDUCATION
Education Contract Personnel

C. Office of Indian Education Programs Teacher/Counselor Pay Schedule.

There is no advancement within this pay schedule. Refer to 62 BIAM 11.64 and 11.66 to determine movement between pay schedules or movement between pay levels.

11.64 Movement Between Pay Schedules. Generally, contract employees appointed to a new position under a different pay schedule are treated as new hires and "saved pay" provisions do not apply. The only exception is an employee under the OIEP Teacher/Counselor Pay Schedule who is promoted to a principal, assistant principal, or education specialist position; in this case, pay is either as a new hire or set at that increment of the approved pay level on the Education Pay Schedule at least equal to a one increment increase in the former position, whichever is higher. Where the calculated amount falls between pay increments, the higher increment will be assigned.

11.65 Conversion to Higher or Lower Level. If the responsibilities of an employee's position change and, as a result of proper application of the standards of the Education Position Categories and Qualifications Handbook, the employee's job level is increased or reduced, then the pay shall be adjusted accordingly at the beginning of the next contract period.

A. When an employee is placed in a lower level position for reasons other than personal request or for disciplinary reasons, and the current pay falls between increments of the new pay level, pay will be fixed at the higher increment/step.

B. When an employee is placed in a lower level position at his/her request, and the current pay falls between increments of the new pay level, pay will be fixed at the lower increment/step.

C. Employees hired under the contract system are excepted by Pub. L. 95-561 from Chapter 53, Subsection III of Title 5, U.S.C. Thus, contract education employees downgraded as a result of reduction in force actions are not eligible for Retained Grade and Pay provisions of the Civil Service Reform Act.

11.66 Movement Between Levels on the OIEP Teacher/Counselor Pay Schedule.

A. Employees may move from one pay level to another only at contract renewal. An employee who moves from one pay level to another retains all previously earned increments, including the longevity increment for the school year just completed.

Education
Education Contract Personnel

Example: A teacher, level 13/10, completes her masters degree in December. She remains level 13/10 until the completion of the current contract. When her contract is renewed for the following school term, she receives one increment for contract renewal and moves to level 14. Her new pay level and increment is level 14 increment 11 for the next school year.

B. Under the same conditions and timeframes discussed under 62 BIAM 11.56, contracts may be adjusted at the beginning of the contract term for education completed during the summer.

11.67 Conversion of Intermittents and Reemployment of Intermittents. When an Intermittent Tutor/Substitute Teacher is converted to a regular school term/year long contract, the employee will be credited with experience prior to the intermittent contract when the intermittent contract was the original contract. This also applies upon reemployment of a former intermittent Tutor/Substitute Teacher to a regular school term/year long contract when the prior contract was the original contract. Pay for these employees will be set at the level and increment that he/she qualifies for in the new contract.

11.68 Probationary Period for Supervisory or Management Positions. An employee, who for reasons of supervisory or managerial performance does not satisfactorily complete the three year probationary period, may be reassigned to a position in the same Agency if he/she previously occupied a non-supervisory position in that agency. School board approval is required before any such reassignment may be effected. Management is not required to offer a position to a supervisory employee who does not satisfactorily complete the probationary period. If a position is offered, "saved pay" provisions do not apply.

11.69 Higher Rates for Supervisors of OIEP Teacher/Counselor Pay Schedule, Wage Grade or OIEP Wage System Employees. A contract employee who regularly has responsibility for the supervision (including the technical aspects of the work concerned) over one or more employees whose pay is fixed and adjusted from time to time by Department of Defense wage boards or similar administrative authority may have his/her salary adjusted within his/her pay level to the nearest increment on their pay scale which will give them at least one cent an hour more than the highest rate being paid to an employee regularly supervised or to the maximum increment of his/her level, whichever is lower. This adjustment pertains only to the basic hourly rate of pay and does not include staffing differentials. The rate will be determined at the time the supervisory contract is issued and will not be subject to change during the duration of the contract.

Education

Education Contract Personnel

11.70 Credited Benefits for Prior Federal Employees (GS) With a Break in Service. The pay increment of a former Federal employee accepting a contract position comparable to their former position (explained in 62 BIAM 11.54C(1) OR .54D(1)) will be equal to the pay at the current rate of the former GS position. These employees may alternately choose to be treated as a new hire if it is to their benefit. If the contract position is not comparable, the employee will be treated as a new hire.

EDUCATION
Education Contract Personnel

11.71 Leave Administration. The purpose of this Section relative to leave administration is to prescribe procedures to implement regulations governing leave administration for educators and employees occupying education positions as defined in subsection (n) of Section 1131 of the Education Amendments Act of 1978, Public Law 95-561.

11.72 Leave Administration Policy. Leave will be administered on a uniform and equitable basis within the scope of the law and applicable regulations.

A. Supervisors and managers who are authorized to approve leave requests are responsible for ensuring that leave granted is in accordance with the applicable laws and regulations.

B. Each separate office or school will schedule school vacation leave, if applicable, in advance at the beginning of the school year. School vacation leave may only be scheduled during periods when school is not in session and the students are not in dormitories.

11.73 Leave Administration Responsibilities.

A. The Director. The Director, Office of Indian Education Programs, is responsible for establishing the leave policy governing educators and education positions.

B. The Agency Superintendent for Education and Area Education Programs Administrator. The Agency Superintendent for Education and the Area Education Programs Administrator responsible for off-reservation boarding schools who report to the Director, Office of Indian Education Programs, will be responsible for:

(1) Assuring that leave is administered in accordance with established policy and regulations.

(2) Establishing appropriate internal administrative procedures for scheduling, requesting and approving/disapproving all types of leave.

C. The School Supervisor. The school supervisor who reports organizationally to the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) is responsible for:

(1) Approving or disapproving employees' requests for leave to the extent authorized by this manual and other administrative procedures;

EDUCATION
Education Contract Personnel

(2) Keeping employees informed of leave regulations and prescribed administrative procedures for requesting and utilizing leave.

(3) Ensuring that absences from duty are charged to leave in accordance with regulations;

(4) Establishing leave schedules which assure that all employees are provided an opportunity to use earned leave;

(5) Monitoring leave use and attempt to identify problems or misuse of leave privileges.

D. The Employee. Employees are responsible for:

(1) Following established procedures for requesting and receiving approval in advance for vacation leave or other leave, except when an absence could not be planned or approved in advance due to an emergency. In such circumstances employees will inform their supervisor as soon as possible of the reasons for their absence;

(2) If possible, planning for and requesting the use of vacation leave or other types of leave that can be scheduled in advance (e.g., medical appointment/recurring treatments, etc.) during non-instructional time.

11.74 Types of Leave.

A. Personal Leave applies only to school-term employees. Full time employees receive 28 hours of personal leave to be used for personal reasons and 12 hours for emergency purposes. Part-time employees scheduled for more than 20 hours per week receive 20 hours of personal/emergency leave. This leave is credited provided the length of the contract exceeds 24 weeks. No liquidation or carry over of this leave is authorized.

(1) Authority to Approve: The school supervisor, Agency Superintendent for Education and the Area Education Programs Administrator (with respect to off-reservation boarding schools) or someone acting in his/her place is authorized to approve personal leave. This authority may not be further delegated.

(2) Procedures:

(a) Requests for personal leave will be made through the immediate supervisor by submission of appropriate leave forms. The

EDUCATION
Education Contract Personnel

reasons should be described in writing and in sufficient detail to enable the rendering of a decision unless the reason is of a confidential nature; in this case, it will be presented orally to the immediate supervisor.

(b) The school-term employee will request the use of this leave in advance when it is for personal use or personal business (e.g., going to the bank, etc.). When this leave is requested for emergency purposes (e.g., death in immediate family), it will be requested by the employee immediately after the emergency is known, if possible, and before leave is taken or as soon as the supervisor reports to work on the first official work day.

(c) The immediate supervisor will recommend approval/disapproval to the approving official. The approving official will approve/disapprove the employee's request and immediately notify the supervisor, who will notify the employee of the decision.

B. Sick Leave. Sick leave is approved absence due to injury or illness not related to or incurred on the job and for medical appointments. For full-time employees, sick leave will accrue at the rate of four hours for each of the bi-weekly pay periods that the employee is in pay status. For part-time employees scheduled to work in excess of 20 hours per week, sick leave is accumulated at the rate of three hours each bi-weekly pay period in pay status. There is no limit on the amount of sick leave that may be carried over from one contract year to the next. No pre-credit, advance or liquidation of unused sick leave is authorized. Accumulated sick leave at the time of separation will be recredited to an educator who is reemployed within three years of separation.

(1) Authority to Approve: The immediate supervisor is authorized to approve sick leave for employees under his/her responsibility.

(2) Procedures:

(a) Requests for sick leave will be submitted to the immediate supervisor. Employees incapacitated due to illness or physical impairment will notify the immediate supervisor of the incapacitation in accordance with leave procedures and will provide, upon return to duty, satisfactory evidence of illness or impairment.

(b) The immediate supervisor may approve sick leave up to 20 work days in any contract term, or 160 cumulative hours.

Education
Education Contract Personnel

(3) Sick Leave in excess of 20 work days: Request for approval of sick leave in excess of 20 days will be transmitted through supervisory channels to the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools). The employee's physician or a federally-selected physician may recommend, or may be asked to recommend, the amount of additional sick leave necessary. The final approval of this sick leave is the responsibility of the Agency Superintendent for Education, or the Area Education Programs Administrator (with respect to off-reservation boarding schools) and will take into consideration the recommendation of the school supervisor.

C. School Vacation Leave. Full-time school term contract employees may receive up to 136 hours (17 days) of school vacation leave during the school year for use when school is not in session. Part-time employees who are scheduled to work in excess of 20 hours per week may receive up to 102 hours of school vacation leave during the school year for use when school is not in session. School vacation leave is recorded on the basis of the employee's regular work schedule (e.g., an employee scheduled to work 32 hours per week cannot be paid for more than 32 hours per week school vacation leave). The schedule for the use of this leave is administratively determined by the school supervisor, Agency Superintendent for Education or Area Education Programs Administrator (with respect to off-reservation boarding school supervisors), as appropriate, in accordance with the approved school or office calendar and work priorities of the education program. This may result in some employees receiving fewer school vacation days/hours than other employees at the same or other locations.

(1) Authority to Approve: The school calendar which is proposed by the school supervisor and approved by the local School Board will determine the dates of the school vacation leave. No other official action is necessary to approve the leave. Some employees may have special dates administratively determined for their school vacation leave dates if they work other than a regular school term or schedule. The immediate supervisor of these employees will be responsible for determining their leave dates with concurrence of the school supervisor and approval of the appropriate school board.

(2) Procedures: The supervisor of the employee will make the employee aware of these days and when they are scheduled. No other official notice or request for leave is necessary.

EDUCATION
Education Contract Personnel

D. Vacation Leave.

(1) Year-long contract employees will be allowed vacation leave which will be scheduled and used to the greatest extent possible during periods when school is not in session and/or the students are not in the dormitories. A full-time employee will be authorized 120 hours for each of the first two years; 160 hours for years 3-5; and 200 hours for six or more years of employment. Part-time year-long employees scheduled to work in excess of 20 hours per week will be authorized 64 hours for years 1 and 2; 80 hours for years 3-5; and 104 hours for six or more years employment.

(2) In determining years of service, the contract educator service and previous permanent Federal government service is creditable. School term and year long contract service is considered permanent service for this purpose. One year of credit is given on the basis of a full school term.

(3) Vacation leave is precruited on the effective date of the year long contract, except that the contract must exceed 24 weeks for the employee to receive vacation leave. If a year-long employee resigns or leaves by other means before completing 24 weeks of his/her contract term, any vacation leave used shall be deducted from the final salary check or funds remaining in his/her retirement account.

(4) Full-time year long employees may carry into succeeding years up to 200 hours of vacation leave. Part-time employees may carry over 104 hours of vacation leave from one contract year to the next. Leave unused at the time of separation will be forfeited.

(a) Authority to Approve: The leave will be scheduled and approved in advance by the school supervisor, Agency Superintendent for Education or Area Education Programs Administrator (with respect to off-reservation boarding school supervisors).

(b) Procedures: Requests for vacation leave will be submitted to the immediate supervisor in advance for approval. Each school/agency will determine its own procedures for approval.

E. Court Leave. Court leave is the authorized absence without charge to other leave or loss of compensation granted to an employee for jury duty or as a non-official witness for the United States, District of Columbia or other government Agencies.

(1) Authority to Approve: The immediate supervisor will have the authority to approve court leave.

EDUCATION
Education Contract Personnel

(2) Procedure: The employee will provide the supervisor with adequate proof of the requested court appearance or jury duty and request the approval of the absence.

F. Military Leave. Military leave is the authorized absence without charge to other leave or loss of compensation granted to the employee who is a reservist of the Armed Forces or member of the National Guard for active duty or for training. Military leave may be granted for not more than 15 calendar days in any calendar year, except under specific provisions stated in Public Law 90-588, dated October 17, 1968, which allows an additional grant not to exceed 22 workdays in any calendar year. Employees are requested to schedule their military leave at times other than when school is in session.

(1) Authority to Approve: The immediate supervisor will have the authority to approve military leave.

(2) Procedure: The employee will request the military leave and provide his/her supervisor with a copy of the official military orders.

G. Administrative Leave. An employee may be excused, in pay status, from the performance of regular duties to carry out other officially recognized tasks. This leave is not a substitute for other paid or unpaid leave categories.

(1) Authority to Approve: The school supervisor, the Agency Superintendent for Education or the Area Education Programs Administrator (for off-reservation boarding school supervisors) will have the authority to approve the leave.

(2) Procedure: Each approving official will determine when the leave will be approved and work out the procedures for granting the leave. However, closure of a school requires notification and approval by the Agency Superintendent for Education or Area Education Programs Administrator.

H. Absence Without Leave (AWOL). Absence without leave from the work site, when an employee's presence is required and for which advance authorization was not received, will be considered as time in a non-pay status. The minimum charge for AWOL will be one hour.

(1) Authority to Approve: The immediate supervisor will be responsible for seeing that each employee is charged with this leave when the employee is absent from work without proper authorization.

EDUCATION
Education Contract Personnel

(2) Procedure: The supervisor will make the employee aware that the employee has been absent without proper approved leave and that the AWOL was recorded on the timesheet. In addition, the supervisor may take action in accordance with 62 BIAM 11.99 through .104.

I. Approved Leave Without Pay (LWOP). An approved absence without pay is any temporary absence from duty in a non-pay status officially approved and granted upon the employee's request. The minimum charge for LWOP will be one hour.

(1) Authority to Approve: The immediate supervisor of the employee will approve this leave for up to five working days. Leave in excess of five working days will be approved by the school supervisor, the Agency Superintendent for Education or the Area Education Programs Administrator.

(2) For approved absence without pay in excess of 30 days, the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) will have approval authority. LWOP in excess of 80 hours must be documented on an SF-52 and submitted to Personnel. An SF-52 must also be submitted when the employee returns to duty.

(3) Procedure: The employee requests leave from his/her immediate supervisor, making the supervisor aware of the purpose for the leave. All leave must be approved in advance; if not approved prior to the absence, AWOL may be charged.

11.75 Applicability of Leave to Type of Appointment.

A. School-Year Employees. The following leave can be charged to school year employees:

- (1) Personal Leave
- (2) Sick Leave
- (3) School Vacation Leave
- (4) Court Leave
- (5) Military Leave
- (6) Administrative Leave
- (7) Absence Without Leave (AWOL)

Education
Education Contract Personnel

(8) Approved Leave Without Pay (LWOP)

B. Year-Long Employees: The following leave can be charged to year-long employees:

- (1) Vacation Leave
- (2) Sick Leave
- (3) Court Leave
- (4) Military Leave
- (5) Administrative Leave
- (6) Absence Without Leave (AWOL)
- (7) Approved Leave Without Pay (LWOP)

C. Intermittent Employees. Leave system does not apply.

D. Part-Time Employees.

(1) The following leave can be charged to part-time employees (less than 21 hours work scheduled weekly):

- (a) Court Leave
- (b) Absence Without Leave (AWOL)
- (c) Approved Leave Without Pay (LWOP)

(2) Employees with more than 20 hours work scheduled weekly (same leave as school-year or year-long, as appropriate).

E. Short-Term Employees. The following leave can be charged to short-term employees:

- (1) Court Leave
- (2) Absence Without Leave (AWOL)
- (3) Approved Leave Without Pay (LWOP)

F. Temporary Employees. Same leave as school-year or year-long, as appropriate.

EDUCATION
Education Contract Personnel

11.76 Leave Accrued Prior to Contract Appointment. The annual and sick leave accrued by a federal employee who transfers from their current leave system to this system without a break in service will be transferred to his/her credit. The 240 hour limitation on annual leave does not apply to leave transferred under this provision. However, planned and requested use of annual leave must be scheduled and used during non-instructional time.

11.77 Leave Alternative for Status Quo Educators Converting to Contract under OIEP Teacher/Counselor Pay Schedule. Status quo educators who elect to convert to a contract paid under the OIEP Teacher/Counselor Pay Schedule may, at the time of conversion, elect to retain their status quo leave system. Failure to make an election will result in their placement in this education leave system. NOTE: Due to Payroll System limitations, this provision cannot be effected until at least the 1990-91 contract year. Anyone converting prior to the change to the Payroll System will be placed in the contract educator leave system; retroactive return to the status quo leave system will not be possible.

11.78 Recredit of Sick Leave. Sick leave which remains to the employee's credit at the time of separation or end of contract year will be available for recredit if the employee returns within three years to a contract Education position.

EDUCATION

Education Contract Personnel

11.79 Performance Appraisal. Performance appraisal requirements apply to all contract education employees in the Office of Indian Education Programs, except employees working less than 120 days in a consecutive 12-month period.

11.80 Performance Appraisal Policy. Evaluating employee performance is a continuous process and an integral part of a sound day-to-day employee-supervisor relationship. It is a matter that requires constant communication and exchange of information concerning performance, overall objectives of the unit, and specific work products. Every Contract Education employee holding a year-long or school year contract shall be appraised at least annually based against predetermined performance elements and standards consistent with those duties. In annual planning sessions, the employee shall assist the supervisor in identifying critical and required performance elements and in developing performance standards for each identified element. Review and feedback sessions will be held once every three months for the educator's first year at a school or agency, and twice annually thereafter during the school term.

11.81 Performance Appraisal System Approval. The guidelines for a Bureau performance appraisal system outlined in 370 DM 430, which was approved by the Department of the Interior on May 28, 1986, are adapted for use in this manual for the Contract Education System.

11.82 Performance Appraisal Definitions.

A. Performance Appraisal. The formal and documented evaluation of an employee's performance of duty. It contains the performance elements and standards against which the employee is appraised, narrative statements of actual performance under each performance standard, and a summary rating of overall performance.

B. Performance Standard. A written standard which establishes the level of performance required of an employee and against which performance is measured. Standards may be expressed in two basic ways, or by a combination of both:

(1) Performance Requirements. Generally expressed in terms of quantity, quality, and similar evaluative criteria related to continuing and recurring job functions.

(2) Performance Objectives. Generally expressed in terms of expected results and deadlines related to the purpose of the employee's position.

EDUCATION

Education Contract Personnel

C. Critical Element. A job component of such significance that performance below the minimum standard established by management may be cause for reassignment, reduction in pay level or removal. Such actions may be taken without regard to performance on other components of the job.

D. Required Element. An important job responsibility of less significance than a critical element but still appropriate for evaluating performance. Establishment of required elements is discretionary with the rating official.

E. Rating Official. The person who evaluates the performance of an employee and who assigns the summary performance rating, usually, the rated employee's immediate supervisor.

F. Reviewing Official. The person who reviews and approves or disapproves the performance appraisal, normally, the rating official's supervisor. Another person(s) may be designated to perform the review function when warranted by the large number of rating officials supervised by any one reviewing official. Such designee(s) may be a deputy or special assistant at a higher organizational echelon than the rating official.

G. Appraisal/Rating Period. The established period of time for which an employee's performance will be reviewed and evaluated. For year long employees, the appraisal period is July 1 of a given year through June 30 of the following year. For school year employees, from the start of the school term to the end of the school term.

H. Opportunity to Demonstrate Acceptable Performance. A chance for the employee to demonstrate that he/she can meet established minimum performance standards for the critical elements of the job after being notified of deficiencies.

I. Reasonable Time. An amount of time commensurate with the duties and responsibilities of the employee's job which is sufficient to raise his/her performance up to minimum standards.

J. Summary Performance Rating. The overall and official performance rating for the period involved as derived from consideration of performance under each of the individual elements. The rating is made at one of five quality levels and serves as the basis for pay incentives, Reduction-in-Force credit, and the initiation of various personnel actions.

EDUCATION
Education Contract Personnel

11.83 Performance Appraisal Responsibilities.

A. The Deputy to the Assistant Secretary - Indian Affairs/Director (Indian Education Programs) is responsible for ensuring that the performance appraisal system is developed, implemented, administered, and evaluated consistent with Civil Service Reform Act (CSRA), Office of Personnel Management (OPM) regulations and Departmental policy requirements.

B. Assistant Directors are responsible for implementing the performance appraisal system within their jurisdiction in accordance with the provisions of this directive.

C. Line officials of the Office of Indian Education Programs are responsible for providing an orientation to employees, as needed, regarding the objectives and provisions of the performance appraisal system.

D. The Personnel Offices in each area office are responsible for providing the technical assistance and staff direction for the performance appraisal system, and for ensuring that:

(1) Necessary training is provided to managers and supervisors so that they can effectively carry out their responsibilities for communicating with employees, appraising employee performance and relating the performance appraisal to other personnel actions.

(2) Providing advice and assistance to management and employees in regard to system implementation and use.

E. Rating officials are responsible for:

(1) Determining and documenting in writing, with appropriate assistance from employees, the critical elements, required elements, and performance standards of positions under their supervision.

(2) Discussing the elements and standards with employees at the beginning of the appraisal period, and updating them whenever necessary to reflect any changes in position duties and responsibilities.

(3) Initiating and maintaining a Supplemental Employee Performance Folder (SEPF) on each employee rated.

(4) Keeping employees advised during the appraisal period concerning their performance. As a minimum, the number of times a supervisor shall meet with an employee to discuss performance and suggest

EDUCATION

Education Contract Personnel

improvements shall be once every three months for the educator's first year at a school or agency, and twice annually thereafter during the school term.

(5) Appraising the employee's performance at the end of the appraisal period, or when the employee leaves a position, in accordance with previously established performance standards and assigning the summary performance rating.

(6) Completing interim appraisals for subordinates before leaving a supervisory position. Interim appraisals do not require review by the reviewing official.

(7) Combining appraisals of employees who receive two or more ratings during the appraisal period to form the final appraisal of record for the period involved.

(8) Conducting a formal appraisal interview with each employee to discuss all aspects of the assigned appraisal rating.

(9) Providing the employee with a copy of the final appraisal after it has been reviewed by the reviewing official and forwarding the original to the servicing Personnel Office for maintenance and disposition.

(10) Assisting employees in improving marginal or unacceptable performance.

(11) Initiating appropriate corrective action when unacceptable performance fails to improve to meet minimum standards.

(12) Meeting all performance appraisal obligations by required due dates.

F. Reviewing Officials (or designee(s)) are responsible for:

(1) Reviewing and indicating their approval or disapproval of the overall appraisal made at the end of the rating period.

(2) Meeting with the rating official to resolve any disagreement between them regarding the overall appraisal. If such differences cannot be resolved and the reviewing official changes the rating, he or she must justify the change in Section F of the Appraisal Form.

(3) Completing the review process by the established deadline.

(4) Ensuring that rating officials who leave their position complete required interim appraisals before departing.

EDUCATION
Education Contract Personnel

(5) Monitoring the appraisal process within their area of jurisdiction and initiating appropriate remedial action, possibly including disciplinary action, when the rating official has failed to: develop performance elements and standards; make fair and objective appraisals, including interim appraisals; meet appraisal deadlines, or fulfill all other performance appraisal obligations. Such deficiencies will be noted by the reviewing officials (or designee(s)) on any appraisal made of the rating official.

G. Employees are responsible for:

(1) Assisting the supervisor in developing the critical elements, required elements, and performance standards for their positions.

(2) Notifying their supervisors of any facts or circumstances which they believe should be taken into account when developing elements and standards or when appraising performance.

(3) Participating in appraisal discussions with the supervisors concerning performance and ways to improve that performance.

(4) Successfully performing the duties of their positions.

(5) Advising their supervisors of circumstances that may impact on or deter the employees from the proper performance of duties or the meeting of assigned deadlines.

11.84 Eligibility for Performance Appraisal.

A. An employee must have been in a position and under the same supervisor for at least 90 days before being eligible for a summary performance rating. However, within 30 days after an employee's assignment or the beginning of an appraisal period, the rating official must have established the performance elements and standards, and communicated them to the employee.

B. The rating official for a performance appraisal is generally the last official to have supervised the employee for 90 days at the time the appraisal is due or when the employee leaves the position to which assigned.

C. For an employee on detail or temporary assignment of less than 90 days on the appraisal due date, the rating official will be the supervisor of the employee's regularly assigned position prior to the detail or temporary assignment, providing the requirements of A and B above are met.

EDUCATION

Education Contract Personnel

D. An employee who is detailed or temporarily assigned to a different position for a period expected to exceed 120 days must be provided with the performance elements and standards of such position. Development and communication of those elements and standards are to follow the guidelines established by this directive. The employee's supervisor during the detail or temporary assignment must, upon its termination, give the employee a written performance appraisal. The Supplemental Employee Performance Folder, (SEPF), may accompany the employee to the new position.

E. An employee who leaves a position after having served 90 days under the same supervisor will be given a performance appraisal. The completed Appraisal Form will be forwarded by the supervisor to the servicing Personnel Office for maintenance and disposition.

F. Every supervisor who, for whatever reason, is leaving his/her position will conduct an interim performance appraisal prior to leaving for each employee supervised at least 90 days. In such cases, the completed Appraisal Form and supporting documentation will, after discussion with and acknowledgment by the employee in Section D of the Form, be filed in the SEPF. The SEPF will then be given to the reviewing officials for safekeeping pending delivery to the employee's new rating official at the end of the rating period.

G. When an employee receives more than one written appraisal in the same position and grade level during an appraisal period, including interim appraisals made by departing supervisors, the results of all such appraisals will be combined by the rating officials of record on the last day of the rating period in arriving at the final performance rating for that period.

H. If an employee remains in the same position during an appraisal period but has not been supervised at least 90 days by any one supervisor, is reassigned or promoted during last quarter of the rating period, or lacks officially established performance elements and standards the rating period will be extended up to but not exceeding the 90 days minimum time period for a formal appraisal.

11.85 Performance Appraisal Form (Form BIA-4439). The form, as shown in Illustration 36, is used for documenting appraisal operations under this system and for providing a record of actions taken in regard to an employee's performance during a given appraisal period. It must be used to document:

A. The initial planning session, including the written critical and required performance elements, performance standards, and the levels of performance (See Sections A and C of the form).

EDUCATION

Education Contract Personnel

B. Review and feed back sessions conducted during the appraisal period (See Section B of the form).

C. Narrative appraisal of actual performance (See Section C of the form).

D. Assignment of rating levels for each critical and required element and for the summary performance rating (See Section D of the form).

E. Appraisal review by the reviewing official (See Section E of the form).

F. Any remarks for the record made by the parties to the appraisal, particularly those made by the reviewing official in justification of a change to the summary performance rating assigned by the rating official (See Section F of the form).

11.86 Planning Session.

A. The appraisal process begins with the conduct of a planning session by the supervisor with the employee in which the performance elements and standards for the position are established, documented in Section C of the Appraisal Form, and communicated to the employee.

B. During the session, the supervisor and the employee also complete an Individual Development Plan (IDP) covering the job experiences and/or formal training required for the employee to achieve a specific level of performance. Formulated as a result of direct open discussion, the IDP is an understanding between the employee and the Office of Indian Education Programs (OIEP), that every effort will be made to carry out the development described. (For instructions on completion of the IDP, see 44 BIAM 410, and memorandum from the Acting Deputy Assistant Secretary - Indian Affairs (Operations) dated January 11, 1982, Subject: BIA Supervisory Training Plan, as appropriate).

C. The signatures of the rating official and the employee in Section A of the Appraisal Form jointly acknowledge that the session was held and that the session objectives were met. If the employee declines to sign, the supervisor will enter a notation to that effect in Section A, along with the reason given by the employee for not signing.

D. Any subsequent changes in the elements or standards are noted on the Appraisal Form, and initialed and dated by both parties.

EDUCATION

Education Contract Personnel

E. The planning session for the next appraisal period must be completed within 30 days of the beginning of the rating period to comply with policy on communicating elements and standards to employees within 30 days of the beginning of an appraisal period.

F. Reviewing officials review appraisals by August 15 for year long employees, or 15 calendar days after receipt of an appraisal for review, whichever is earlier. Reviewing officials for school year employees must review appraisals no later than 15 days following end of school term or 15 calendar days after receipt of an appraisal for review, whichever is earlier.

11.87 Establishing Performance Elements and Standards. Performance appraisals are based on the duties of employee's positions. In order that appraisals be fair and objective, and that maximum and realistic productivity be achieved within any position, the supervisor must:

A. Identify critical and required performance elements and standards with the cooperation of the employee no later than 30 days after the beginning of an appraisal period or the assignment of a new employee to a position.

B. Reach an understanding with participation of the employee as to the exact nature or definition of the elements and the manner in which the standards will be met.

C. Normally establish no more than five or less than three critical elements for a position, including any prescribed by the Director, Office of Indian Education Programs, as a common critical element applicable to the position.

D. Keep in mind that:

(1) It's the supervisor's responsibility to decide the critical and required elements and they must be consistent with the duties and responsibilities covered in the employee's position description, be based on job factors that can be demonstrated, be documented in Section C of the Appraisal Form, and a copy furnished to the employee.

(2) The employee may request a review by the reviewing official of a standard or critical element that the employee feels is unreasonable or unfair.

(3) Professional educators who are involved in providing classroom instruction to students (normally teachers, teacher's supervisors and principals) must have a critical element requiring a satisfactory measure of student achievement.

EDUCATION

Education Contract Personnel

11.88 Periodic Review and Feedback During the Appraisal Period.

A. The purposes of review and feedback sessions during the appraisal period are to:

(1) Provide feedback to the employee concerning the overall assessment of his/her performance during the rating period.

(2) Review and update critical and required elements and performance standards in light of changing requirements of the employee's position.

(3) Identify areas of performance in need of improvement and the methods/training needed to facilitate that improvement.

B. Review and feedback sessions will be conducted:

(1) As frequently as needed for revising elements and standards due to changed circumstances, and for discussing the employee's performance to date and any action(s) which may be appropriate (e.g., training, rewarding, counseling, etc.).

(2) Whenever in the supervisor's judgment the employee's performance is approaching an unacceptable Level I in one or more critical elements. (See also BIA-NFFE Negotiated Agreement, Article 23, Section 7b).

(3) At least quarterly for performance reviews of probationary supervisors.

(4) Once every three months for first year contract educators during the school term.

(5) Twice a year for second and subsequent year employees during the school term.

C. (1) Each review and feedback session will be documented by required signatures in section B of the Appraisal Form, and in the case of .88B(2) above, a confirming memorandum given to the employee regarding the performance deficiency, the actions to be taken to meet minimum performance standards, and the specified reasonable period of time in which to demonstrate acceptable performance.

(2) Failure of the employee to correct performance deficiencies within the specified reasonable period of time given may be used as a basis for removal or reassignment. In cases of removal, management must

EDUCATION

Education Contract Personnel

notify the school board within 10 days and seek its approval, subject to management's appeal if the board does not approve.

11.89 Summary Performance Rating. The supervisor will conduct a formal appraisal interview with the employee at the end of the appraisal period to discuss the employee's level of performance, as rated and documented in writing by the supervisor for each critical and required performance element, and the summary performance rating assigned by the supervisor. Comments recorded on the appraisal form during the review and feedback sessions conducted during the appraisal, as well as the material in the supplemental employee performance folder (SEPF), will be useful in making the narrative appraisals and ratings. Appraisal ratings become official and effective on the date the reviewing official completes the review process and signs the appraisal form. Lastly, the appraisal interview will be used for conducting the initial planning session for the following appraisal period.

11.90 Supplemental Employee Performance Folder (SEPF). For each employee rated, the supervisor prepares and maintains an SEPF for the filing of written comments and documents relating to the employee's performance during the rating period. Included are the supervisor's copy of the employee's performance elements and standards. The employee must be informed whenever an item is placed in the folder and be given an opportunity to comment thereon. The employee may contribute pertinent items for the SEPF and is authorized continuing access to its contents, which are later used by the supervisor to assist in and support preparation of the narrative performance appraisal made at the end of the rating period. The SEPF, will upon request by a Performance Appraisal Complaint Review Board incident to an appeal under consideration, be submitted to that body for review.

11.91 Individual Element Rating. Each employee's performance for each element must be converted to a rating level based on the extent to which established performance standards are met. The levels to be used correspond to those of the SES and the Performance Management and Recognition Systems and are described as follows:

A. Level 5 - Outstanding. Performance is of rare, very high quality. As warranted, an Outstanding performer produces an exceptional quantity of work significantly ahead of established schedules or deadlines and with very little supervision.

B. Level 4 - Exceeds Fully Successful. Performance is of unusually good or excellent quality. As warranted, the employee produces a very high quantity of work ahead of established schedules or deadlines and with less than normal supervision.

EDUCATION

Education Contract Personnel

C. Level 3 - Fully Successful. Performance is of good quality. The employee produces the expected quantity of work and meets deadlines or schedules for completion of work.

D. Level 2 - Minimally Successful. Performance is not "Unacceptable", but needs improvement to achieve the "Fully Successful" level. Supervisory assistance is required at this level of performance. The assistance may include, but is not limited to, closer supervisory reviews, discussions, and correction of work products.

E. Level 1 - Unacceptable. Performance fails to meet established performance standards in one or more critical elements of the employee's position. When performance is "Unacceptable", corrective action must be taken consistent with required procedures.

F. Summary Performance Rating. After the supervisor assigns a rating level to each critical and required element, the levels for all elements are averaged by the supervisor to arrive at the summary performance rating to be assigned the employee for the period involved. However, if a Level 1 has been assigned to any one critical element, a summary performance rating of Level 1 must be assigned. The procedure involved is shown on page 4 of the Appraisal Form.

G. Presumptive Rating of Level 3. The summary performance rating to be assigned an employee whenever a situation arises which might otherwise prevent the timely appraisal of the employee according to eligibility guidelines prescribed in 62 BIAM 11.84. The sole and intended purpose of the presumptive rating is to assure that all employees receive a rating.

H. Performance Rating Distributions. Preestablished distributions of summary performance ratings (such as a requirement to rate on an bell curve), that interfere with the appraisal of actual performance against standards will not be permitted.

11.92 Relating Performance Appraisal to Personnel Actions. A major aspect of performance appraisal is its direct link to the initiation of other personnel actions appropriate to the level of performance.

A. Within the above guidelines, supervisors will consider timely follow-up action for helping an employee to improve his/her performance when the summary performance rating is below Level 3. The required and optional actions from Level 3 and below are:

(1) Level 3 - Rating official must consider what appropriate improvement action, if any, should be taken for an element rating below a level 3.

EDUCATION

Education Contract Personnel

(2) Level 2 - Rating official must consider what appropriate improvement or remedial action should be taken (e.g., counseling, training).

(3) Level 1 in a critical element - Rating official must consider reassignment, demotion, or removal for all such employees.

11.93 Reduction-In-Force.

A. Additional years of service credit will be given an employee for retention standing based upon the average of his or her last three appraisal ratings of records, as follows:

(1) 20 additional years of service credit for a rating of Level 5 - Outstanding.

(2) 16 additional years of service credit for a rating of Level 4 - Exceeds Fully Successful.

(3) 12 additional years of service credit for a rating of Level 3 - Fully Successful.

B. Interim appraisals do not qualify for additional credit, and no extra service credit will be given for appraisal ratings of Level 2 - Minimally Successful, and Level 1 - Unacceptable.

11.94 Employees Hired on Temporary Contracts. Employees hired on temporary contracts should be treated the same as other employees for performance appraisal if their service is expected to exceed 120 days in a consecutive 12 month period. Performance elements and standards will be established and communicated to such employees, and the standards used by supervisors to maintain satisfactory performance through such actions as review and feedback sessions, counseling and interim appraisals.

11.95 Long Term Trainees.

A. An employee on long term training or developmental assignment is not exempted from performance appraisal. Since the employee will be appraised on the duties and responsibilities of the training or developmental assignment, the standards established may be geared to successful course completion, grade transcripts, narrative appraisal statements of temporary supervisors or program coordinators, etc.

B. In some cases, the length of the training or developmental assignment will be sufficiently brief to make the employee eligible for annual appraisal in the regularly assigned position. If a significant

EDUCATION
Education Contract Personnel

portion of the rating period was devoted to a training or developmental assignment, it should also be considered in the annual appraisal rating.

11.96 Administrative Process for Complaint Review.

A. Employees may request a single, formal review of appraisal concerns resulting from the final summary performance rating, given at the end of the rating period, whenever those concerns cannot be resolved locally and informally.

B. Employee appraisal concerns which arise during the rating period should be resolved through the review and feedback process, except for those related to an interim performance appraisal which may be informally resolved as follows:

(1) During the appraisal interview conducted by the departing supervisor.

(2) If not resolved during the appraisal interview both parties document their position and case in Section F of the Appraisal Form. By so doing, the employee's unresolved concerns, and past attempts at resolution, are made a matter of record for consideration by the supervisor when the latter completes the final appraisal of record at the end of the rating period.

(3) If employee concerns over an interim appraisal are not resolved before or by the final appraisal, the employee may then request a single, formal review under one of the applicable review options discussed below, subject only to a prior attempt to locally and informally resolve any concerns surrounding the final performance rating itself.

C. An employee may not challenge or appeal the substance of critical or required elements and performance standards as established by the rating official but may request a review by the reviewing official of unreasonable critical or required elements.

D. Options and Limitation of Grievance/Appeals Procedures.

(1) Employees in exclusive bargaining units have grievance rights concerning their performance appraisal concerns or ratings through applicable Negotiated agreements. Such bargaining unit employees should refer to their Negotiated Agreement in regard to their rights, if any.

(2) An employee may request review by the reviewing official of a standard or critical element that the employee feels is unreasonable or unfair, within 10 work days after receipt. The decision of the reviewing

EDUCATION

Education Contract Personnel

official is final. The unreasonableness or unfairness criteria for review does not constitute a challenge or appeal of the substance of an element or standard, actions which are barred under 62 BIAM 11.96C.

(3) An employee must choose which avenue of appeal to pursue, as he/she will not be permitted to use both the administrative process for complaint review and the applicable negotiated grievance procedure.

(4) Complaints of discrimination or reprisal related to a performance appraisal must be processed under the provisions of law and regulations published by the Equal Employment Opportunity Commission, the Office of Personnel Management, the Department of the Interior, the Bureau of Indian Affairs, or the negotiated grievance procedure, as applicable.

(5) Complaints of prohibited personnel practices related to performance appraisal will be processed through the provisions of the Office of the Special Counsel, Merit Systems Protection Board (MSPB), or the applicable negotiated grievance procedures, but not both.

(6) Appeals of an adverse action based on unacceptable performance in accordance with provisions of 62 BIAM 11.105 through .113 or through the applicable negotiated grievance procedures but not both.

E. The administrative process for complaint review for all contract employees is as follows:

(1) The Assistant Secretary - Indian Affairs will appoint a five person Performance Appraisal Complaint Review Board (PACRB) to consider and make final decisions on those complaints received. Three of the five members will constitute a quorum to consider and resolve any specific complaint received; and for any specific complaint, none of the three members may be a person who occupies a position subordinate to any official who recommended, advised, is involved in, made a decision on, or was consulted about the matters of the complaint. The following provisions apply to the PACRB.

(a) The PACRB will review each complaint for procedural accuracy on the part of the employee and management, and the complaint will be decided on its merits.

(b) If the PACRB requests additional information from either employee or supervisor, the party responding will furnish the other party with a copy of the reply submitted to the Board.

(c) Unless otherwise determined by the PACRB, it will not permit employees, their representatives or management to make a personal presentation before the board.

EDUCATION

Education Contract Personnel

(d) The PACRB will neither investigate a complaint for an employee nor establish management's position concerning a performance appraisal rating. The PACRB's decision will be based on the record established by the employee, the supervisor, and the SEPF or other documentation acceptable to the Board.

(e) The PACRB acknowledges that employees are responsible for pointing out to their supervisors any problems they may be experiencing during the rating period. For record purposes, such difficulties should be immediately noted, filed in the SEPF and, if not previously resolved, discussed during the next review and feedback session.

(2) Employees should submit to the Central Office PACRB any complaint they intend to make as promptly as possible following the action about which they are complaining but not later than 15 work days after receipt of the final summary performance rating by the employee. Official receipt of the rating is determined by the date on which a copy of the completed Appraisal Form is furnished to the employee by the supervisor after it has been reviewed by the reviewing official. The Board considering the complaint will issue its binding decision no later than 45 work days after receipt of the complaint by the official who established the Board. The following provisions apply for complaints submitted to a PACRB:

(a) They must be submitted in writing.

(b) The burden of proof rests with the employee filing the complaint and, therefore, the employee must furnish the Board with all the documentation he/she feels is sufficient to support the case.

(c) Before requesting a formal review by the PACRB, the employee should discuss his or her concern or dissatisfaction informally with the rating official. Such discussion should take place within five work days following receipt of the appraisal, and the discussion summarized by both parties in Section F of the Appraisal Form. If the situation cannot be resolved in this manner, the employee may then request a formal review by the PACRB.

11.97 Maintenance and Disposition of Records. Performance appraisal records will be maintained and disposed of in accordance with the following instructions:

A. For completed Performance Appraisals.

(1) The supervisor will forward the original completed performance appraisal to the servicing Personnel Office to be maintained

EDUCATION

Education Contract Personnel

in a separate Employee Performance Folder (EPF). This is the record copy and no duplicate copy will be filed or retained elsewhere in the OPF.

(2) The servicing Personnel Office will transfer the Employee Performance Envelope to the new Servicing Personnel office whenever an employee is reassigned within the Bureau.

B. For Performance Related Documents. File in the Supplemental Employee Performance Folder maintained by the supervisor in accordance with 62 BIAM 11.90. These documents encompass all forms, papers and documents used to support performance appraisals but which are not filed or forwarded with the completed appraisal.

C. Retention Schedules. Performance appraisals are not permanent records. The Personnel Office will maintain official documents according to the following time frames.

(1) Retain completed appraisals for three years, and performance related documents for one year from the date of the appraisal.

(2) Appraisals of unacceptable performance which result in a demotion or removal, and related supporting documents, will be retained for three years after the demotion or removal action.

(3) Appraisals of unacceptable performance where a notice of proposed demotion or removal is issued but not effected, and relating supporting documents must be destroyed no later than 30 days after the employee completes one year of acceptable performance from the date of the written advance notice of the proposed removal or reduction in grade.

(4) All performance documents will be destroyed one year after an employee leaves the Bureau (separation).

(5) Appraisal documents needed in an ongoing administrative process for appeal or complaint review, negotiated grievance procedure, or other official proceeding, will be retained for as long as necessary beyond the above retention schedules.

D. Final Disposition. Final disposition of performance appraisal records will be made by shredding, burning, or similar method, or by offering them to the employee concerned.

11.98 Release of Performance Appraisal Information.

A. Position Descriptions, job elements and performance standards may be declared public information except where the release of standards would inhibit law enforcement or the organization mission.

EDUCATION

Education Contract Personnel

B. Summary performance ratings and supporting documents are covered by the Privacy Act and, except when required for official purposes, will not be disclosed or released to other parties without the prior consent of the employee involved.

C. Official performance appraisal records are to be made available for review by the employee to whom they pertain, his/her designated representative, and other officials who need the documents in the performance of their duties.

EDUCATION
Education Contract Personnel

11.99 Employee Discipline and Discharge Policies.

A. All OIEP staff will direct their efforts toward attaining and maintaining a constructive disciplinary working environment in which all parties recognize and accept their responsibilities. When such standards are not met, it is essential that prompt and just corrective action be taken. OIEP's policy is to conform with standards of conduct and efficiency which will promote the best interest of the service.

B. Discipline and discharge will be administered fairly and equitably without regard to race, color, national origin, religion, sex, marital status, age, physical handicap, political belief, affiliation or activities. Disciplinary actions will be taken promptly and in compliance with these procedures. Where a disciplinary action or adverse action is warranted, the discipline will be in proportion to the character of the offense or series of offenses.

C. The private nature of disciplinary and discharge actions will be respected.

D. Other separations required by programmatic or budgetary changes which ultimately will affect the employee are not considered to be disciplinary in nature. However, the school will take all appropriate measures to minimize the adverse effect on the employee.

11.100 Responsibilities of Officials for Employee Discipline.

A. The Deputy to the Assistant Secretary - Indian Affairs/Director, (Office of Indian Education Programs), will be responsible for assuring fairness and equity in the structure and application of OIEP disciplinary policies and procedures and assuring that reconsideration of discharge actions referred to the office are reviewed and decided objectively.

B. The Agency Superintendent for Education, the Area Education Programs Administrator (for off-reservation boarding schools), and the Assistant Directors, OIEP, as appropriate, will be responsible for:

(1) Administering discipline/discharge in a fair, impartial, uniform manner and assuring that actions are in accordance with applicable regulations.

(2) Assuring that the regulations and other conditions of employment to be observed are made known to all employees within their jurisdiction.

EDUCATION

Education Contract Personnel

(3) Carefully considering recommendations for discharge for cause actions and for making final decisions on proposed discharges.

(4) Reviewing disciplinary actions for conformance with established procedures and assisting supervisory and operating officials in determining the appropriate disciplinary action to be taken.

(5) Participating in grievance or appeal proceedings as necessary.

(6) Ensuring that proposals and decisions of suspensions and removal receive technical review by the servicing personnel office prior to issuance.

C. The school supervisor, who reports organizationally to the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools), is responsible for:

(1) Administering discipline/discharge in a fair, impartial, uniform manner and assuring that actions are in accordance with applicable regulations;

(2) Assuring that the regulations and other conditions of employment to be observed are made known to all employees within his/her jurisdiction;

(3) Carefully considering recommendations for discharge for cause of actions and for making final decisions on proposed discharges;

(4) Reviewing disciplinary actions for conformance with established procedures and assisting supervisory and operating officials in determining the appropriate disciplinary action to be taken;

(5) Participating in grievance or appeal proceedings as necessary;

(6) Ensuring that proposals and decisions of suspensions and removals receive technical review by the servicing personnel office prior to issuance.

D. Supervisors and other operating officials are responsible for:

(1) Keeping employees informed on employee responsibilities and regulations regarding conduct and discipline;

(2) Gathering, analyzing and carefully considering all facts and circumstances before taking or recommending disciplinary/discharge actions

EDUCATION

Education Contract Personnel

and assuring that efforts are made to minimize the impact of non-disciplinary discharges. They also follow established procedures in the preparation of disciplinary procedures;

(3) Correcting employees constructively, individually, and in private;

(4) Participating in grievance or appeal proceedings as necessary.

E. Employees are responsible for:

(1) Discharging their assigned duties conscientiously, competently, and professionally;

(2) Respecting the administrative authority of those directing their work and observing the spirit as well as the letter of the regulations governing their conduct. The OIEP will not interfere in the private lives of its employees except to the extent that the conduct may impact on job performance or reflect unfavorably on the Office of Indian Education Programs.

11.101 Level of Authority to Take Disciplinary Action.

A. Authority to effect oral admonishments and issue written warning notices and reprimands is delegated to supervisors directly responsible for planning, directing, and supervising the work of others.

B. Authority to issue written proposals for suspension or discharge of education employees will be delegated to the immediate supervisor.

C. Authority to make final decisions at the school level regarding suspension or discharge action will rest with the second level supervisor or the school supervisor, whichever is higher.

D. Authority to make final decisions at the Agency level regarding suspension or discharge actions will rest with the second level supervisor or the Agency Superintendent for Education, whichever is higher.

E. Authority to make decisions with respect to employees at off-reservation boarding schools for suspension or discharge actions will rest with the second line supervisor or the Area Education Programs Administrator.

EDUCATION
Education Contract Personnel

11.102 Determining the Disciplinary Action.

A. (1) The purpose of discipline is to correct the offending employee's behavior and maintain discipline and morals among other employees. Actions shall be taken when it is evident that other supervisory techniques have failed to correct a given problem or would be appropriate.

(2) A disciplinary action is a reprimand or a suspension of 14 days or less. An adverse action is a removal, suspension of more than 14 days, reduction in grade or pay (not at the employee's request) or furlough of 30 days or less. Accordingly, it is the policy of the OIEP that the minimum penalty that can reasonably be expected to achieve these objectives will be administered.

B. The schedule of offenses (see Appendix F) is not intended to cover every possible type of offense and is not to be interpreted as precluding discipline/discharge if the charge is not specifically mentioned. Many of the items listed on this schedule combine several offenses in one statement connected by the word "OR". This makes the statement nonspecific. Use only items which describe the employee's actual conduct and leave out parts that do not apply.

C. Discipline ranges from reprimand to discharge depending on the gravity of the offense, the past record of the individual, and the position of the employee; the penalty will be determined by the appropriate official. Discipline is defined as a letter of warning, letter of reprimand, suspension or discharge. Temporary removal of an employee from the job without loss of pay is not disciplinary in nature and therefore not appealable.

D. Appropriate officials will refrain from citing petty offenses when the major cause of action provides the basis for taking action.

E. When different significant offenses occur in combination, a more severe penalty than deemed appropriate for each single offense may be administered.

F. The specifics of a charge will be described in as much detail as possible. Each charge will cover the who, what, when, where and how of each offense with as much specificity as possible. A connection will be made between the charge and the resulting effect on the education program. A charge will be supported by the evidence, e.g., do not charge an employee with excessive unauthorized absence unless the leave in question was disapproved and the employee was cited with "absence without official leave."

EDUCATION

Education Contract Personnel

G. (1) In making the determination on the maximum reasonable penalty you should consider, but not limit your consideration to the following factors (aka Douglas Factors):

(a) The nature and seriousness of the offense, and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

(b) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

(c) The employee's past disciplinary record;

(d) The employee's past record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

(e) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Supervisor's confidence in the employee's ability to perform assigned duties;

(f) Consistency of the penalty with those imposed upon and on other employees for the same or similar offenses;

(g) Consistency of the penalty with any applicable agency table of penalties;

(h) The notoriety of the offense or its impact upon the reputation of the agency;

(i) The clarity with which the employee was notified of any rules that were violated in committing the offense, or had been warned about the conduct in question;

(j) Potential for the employee's rehabilitation;

(k) Mitigating circumstances surrounding the offense such as unusual job tension, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

(l) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or by others.

EDUCATION

Education Contract Personnel

(2) Any of these factors can be either mitigating or aggravating, and each relevant factor must be addressed. Mitigating factors tend to support the employee's case and aggravating factors tend to justify the agency's action. These factors must also be proven by a preponderance of the evidence. Therefore, OIEP will need to produce credible testimony from proposing and deciding officials that the above cited factors were considered as mitigating or aggravating in arriving at the penalty imposed. In multiple charge cases where it is believed each charge warrants the penalty imposed, you should so state in the proposal and decision letter so that charges dropped or not sustained do not cause immediate mitigation.

11.103 Types of Disciplinary Actions. Penalties cover a wide range from reprimand to discharge. Generally, there should be a progression in the assessment of penalties; however, an offense may be so grave as to warrant immediate formal action, including discharge. This range of penalties allows the selection of the penalty that best fits the needs of a particular action.

A. Informal Disciplinary Actions.

(1) An oral admonishment is a conference between a supervisor and an employee. It is the least formal and least severe of the disciplinary actions, having no procedural requirements, no prescribed format, and a high degree of flexibility. As a result of these characteristics, it should be applicable to many disciplinary situations and should produce the desired change in employee behavior particularly when the employee has no previous history of violations. This is often the first step after a deficiency is noticed. The immediate supervisor will privately inform the employee that he/she is being orally admonished; bring the undesired conduct and/or performance to the employee's attention; explain to the employee what is expected of him/her; give him/her the opportunity to improve; and mention of the possible actions that will result if the unsatisfactory conduct and/or performance continues. The supervisor should keep a summary of the discussion on file for up to one year.

(2) A written warning is a notice given to an employee whose actions warrant a more severe disciplinary action than merely an oral admonishment. The warning will be in the form of a letter describing the reasons for taking such action. It will advise the employee that a copy and any written response or explanation that he/she may make will be retained by the supervisor.

EDUCATION
Education Contract Personnel

B. Formal Disciplinary Action.

(1) Reprimand. A letter of reprimand is a disciplinary action given to employees for misconduct or misconduct coupled with unacceptable performance, which is temporarily recorded in the employee's Official Personnel Folder (OPF) for a period not to exceed two years (see Illustration 39).

(2) Suspension. A suspension places the employee involuntarily in a non-pay, non-duty status for a specific number of calendar days. A suspension will not be used unless the situation indicates that a lesser penalty is not adequate (see Illustrations 40 and 41).

(3) Discharge. Discharge is an involuntary separation taken for very serious misconduct or for continued or repeated acts of misconduct of a less severe nature or for inadequate performance. There are two types of discharge.

(a) Discharge for cause;

(b) Discharge for inadequate performance.

11.104 Procedures for Disciplinary Actions. The procedural steps set forth in this part are designed for timely, fair, and equitable processing of employees involved in a formal disciplinary action.

A. Written Warning. A written warning or notice is a statement given to an employee for an act of misconduct or performance deficiency when an oral counseling has not caused improvement or would not be expected to do so. The warning notifies the employee of a standard which if not adhered to may result in stronger discipline being imposed.

(1) Procedures. The warning will be in the form of an official letter or memorandum describing the reasons for the warning. It will advise the employee that a copy of the letter of warning and any written explanation that he/she may make will be retained by the supervisor and/or in the employee's personnel folder as a temporary record at the discretion of the Bureau.

(2) Withdrawal of Warning. After one year, or when the employee leaves OIEP in less than one year, a warning will be removed from the files and destroyed, if no further action has been taken on the case. If the employee's conduct so warrants, the warning may be withdrawn for destruction prior to one year. When the warning was issued by the

EDUCATION

Education Contract Personnel

employee's current supervisor, that supervisor may withdraw it. If the employee's current supervisor did not issue the warning, he/she may wish to consult with the previous supervisor who did issue it, when withdrawing the warning.

(a) In determining whether a warning should be withdrawn early, consideration should be given to the fact that a removed or withdrawn warning memorandum may not be used to support future charges.

(b) When a warning has been withdrawn early and destroyed, the supervisory official will so inform the employee in writing.

(c) Since the warning will automatically be removed from the files after one year, a grievance may not be based on a supervisor's decision not to remove it earlier than the expiration date.

(3) Right to File a Grievance. If the employee is covered under the grievance procedures in this manual, he or she may grieve the warning under the grievance procedure, unless it is a preliminary notice of an action which would be grievable or appealable at the time a decision is made to effect the action. Employees covered by a negotiated grievance procedure must use the negotiated procedure, when applicable, if they wish to contest the warning.

B. Reprimand. A reprimand is a statement of censure given to an employee for misconduct, or misconduct coupled with unacceptable performance, of such concern that a semi-permanent record of the incident should be established. This concern may also be due to repetitive minor incidents of misconduct or performance deficiencies (see Illustration 39).

(1) Procedures. A reprimand will be an official letter or memorandum describing the reasons for the action. It will advise the employee that a copy of the reprimand and any written explanation that he/she may furnish will be placed in his/her official personnel Folder. The reprimand will also contain a statement of the withdrawal provisions.

(2) Withdrawal of Reprimand. After two years, or upon the employee's leaving OIEP (except in a transfer of function), whichever comes first, a reprimand for misconduct will be removed from the personnel folder and destroyed. If the employee's conduct so warrants, the reprimand may be withdrawn for destruction prior to two years. When the reprimand was issued by the employee's current supervisor, that supervisor may withdraw it. If the employee's current supervisor did not issue the reprimand, he/she may wish to consult with the previous supervisor who did issue it before withdrawing it.

EDUCATION

Education Contract Personnel

(a) In determining whether a reprimand should be withdrawn early, consideration should be given to the fact that a removed or withdrawn reprimand may not be used thereafter to support future charges.

(b) When a reprimand has been withdrawn early and destroyed, the supervisory official will so inform the employee in writing.

(3) Right to File Grievance. If the employee is covered under the grievance procedure in this manual, he/she may grieve the reprimand. When an employee and action are covered by negotiated agreement with an exclusive representative, he/she must use the negotiated grievance procedures provided. Since the reprimand may be grieved under appropriate grievance procedures initially and will automatically be removed from the personnel folder at some given time not to exceed two years, a grievance may not be based on a supervisor's decision not to remove the reprimand earlier than its expiration date.

C. Disciplinary Suspension for 14 Calendar Days or Less. A disciplinary suspension for 14 calendar days or less is an enforced temporary non-pay status and absence from duty. Such action is taken for significant misconduct. It may also be given for continued or repeated acts of minor misconduct, but usually only after prior efforts of counseling, warning and/or reprimand have failed.

(1) Procedure. An employee against whom a suspension for 14 days or less is proposed is entitled to:

(a) an advance written notice stating the specific reasons for the proposed action; for suspension of more than three days, a 20 day notice period should be observed;

(b) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(c) representation by an attorney or other representative pursuant to 62 BIAM 11.111, or in accordance with applicable labor relations agreements;

(d) a written decision and the specific reasons for the decision at the earliest practicable date; and

(e) upon request, copies of all supporting material;

(f) receive up to a total of eight hours of official time to review the material relied upon to support the reasons for suspension.

EDUCATION

Education Contract Personnel

(2) Decision Authority. A final decision on a proposed suspension of 14 days or less will be made by a higher level official than the person who proposed the action.

(3) Right to Grieve. The employee may grieve the suspension under the grievance procedures in 62 BIAM 11.105 through .113. Employees covered by negotiated grievance procedures must use that procedure, if applicable, to grieve such suspension.

D. Suspension for More Than 14 Calendar Days. A suspension for more than 14 calendar days is an enforced temporary non-pay status and absence from duty. Such action is taken for serious misconduct. It may also be taken for continued or repeated acts of misconduct of a significant nature which appear to be a blatant disregard of requirements or for emergency reasons.

(1) Proposed suspension requirement. The supervisor or official delegated authority to propose suspension will notify the employee by letter that suspension is being proposed and give no less than 30 days notice from employee's receipt of notice prior to the effective date of the decision. Where possible, the notice should be delivered personally to the employee. Written proof of receipt will be obtained. See Illustration 40 for sample suspension notice.

(2) Content of proposed suspension notice. The notice will state the reason for the proposed suspension specifically and in detail. The advance notice will tell the employee:

(a) that he/she has the right to respond orally and/or in writing and to submit affidavits in support of his/her response;

(b) that he/she has the right to review the material relied upon to support the reasons for proposing the suspension; and

(c) where the employee may review the material relied on to support the reasons given in the proposed notice;

(d) how much time he/she has for submission of the response, to whom the oral and/or written response is to be submitted and by whom the response will be considered;

(e) if the employee is in active duty status, the notice will also tell the employee how much official time will be allowed to review the material relied on to support the reasons in the notice and will identify the person with whom to make arrangements for the use of official time. Official time to review the material will not exceed eight hours;

EDUCATION

Education Contract Personnel

(f) the notice will make it clear that it concerns only a proposed action. This will be made clear by a statement that it is a notice of proposed suspension and the employee's response will be considered before a decision is reached.

(g) the employee has the right to be represented by anyone of his/her choosing, provided their choice does not constitute a conflict of interest or position or would not create unreasonable costs to the Government or unless priority work assignment precludes his/her release from official duties. The employee and representative, if any, are entitled to a reasonable amount of official time to present and the employee may consult with his/her immediate supervisor to arrange for the necessary duty time. If the employee is to be represented, the name, address and telephone number of the representative will be provided to the immediate supervisor. The representative will use official time only for the presentation.

(3) Employee's Response. The employee will be allowed a reasonable amount of official time, NTE eight hours, in which to present a response. The employee will have the right to respond orally, or in writing. The management official who will make the final decision on the proposed suspension will hear the employees's oral response and will receive and review the employee's written response. If the employee responds, the supervisor or management official will consider the response before reaching a decision on the proposed suspension.

(4) Status of Employee Pending Inquiry or Investigation, or Pending Decision on Proposed Action. Ordinarily, employees will be retained in a pay and active duty status in their positions and at their current pay level pending inquiry or investigation or pending decision on a proposed action. See also (6) below.

(5) Notice of Decision. The deciding official authorized to suspend the employee will give the employee a written decision before the suspension is effected and within a reasonable time after the employee makes a response. This official will be at a higher level than the official who proposed the suspension. The decision will state which of the reasons in the proposed notice have been found to be sustained. A less severe action (or no action) may be taken than was proposed in the proposal notice. The decision must include a statement to the effect that the employee responded and that the response was considered, or that no response was given, as the case may be. If the employee responds in writing and/or orally, the decision will mention both responses and will reflect an analysis of the replies as related to each of the charges. The absence of an employee's answer will not be construed as an admission of guilt. The decision will inform the employee specifically of the appeal

EDUCATION

Education Contract Personnel

rights to the suspension, the time limits governing the appeal, and where information may be obtained on how to pursue such an appeal. Where possible, the decision will be delivered personally to the employee and a written acknowledgment of its receipt obtained. The effective date shall be no sooner than 30 days after the employee's receipt of the proposal. See Illustrations 40 and 41 for sample letters.

(6) Suspension Because of Hazard. There may be a need to suspend an employee without pay indefinitely during the notice period of a removal or suspension action when the circumstances are such that retention of the employee at the duty station may be injurious to the employee, fellow workers, or the general public; may result in damage to Government property; or may be detrimental to the interest of the Government. Suspension with pay is used only to ensure that the employee is not in or creating a hazardous situation while the suspension without pay is being processed. This cannot exceed 10 calendar days.

(a) Notice of Suspension (with pay). The Agency may suspend an employee with pay because of hazard for such time, not to exceed 10 days, as is necessary to effect a suspension without pay. This action will not require a written notice for removing the employee from duty status for up to 10 days.

(b) Shortened Reply Period to Proposed Suspension Letter. Because of the hazardous situation, the Agency may require the employee to answer the proposed action and furnish affidavits and other documentary evidence in support of the answers within such time as under the circumstances would be reasonable, but not less than seven days.

E. Discharge.

(1) Discharge for Cause. Discharge for cause is an involuntary separation taken for very serious misconduct or for continued or repeated acts of misconduct of a less severe nature, as set forth in the schedule of Offenses and Range of Penalties, Appendix F. Educators covered under the provision of this section are excluded from coverage under 5 U.S.C. 7511 and 4303.

(2) Discharge for Inadequate Performance. Discharge for inadequate performance is an involuntary separation taken for failure to meet performance standards established under 5 U.S.C. 4302. Performance standards for all educators will include, among others, lack of student achievement. Willful failure of supervisors to exercise properly assigned supervisory responsibilities shall also be cause for discharge.

(3) The procedures set forth are to be utilized for both Discharge for Cause and for Inadequate Performance.

EDUCATION

Education Contract Personnel

(a) Notification to School Board. The appropriate School Board will be notified. The procedures are:

(i) The appropriate School Board will be notified immediately but in no case later than 10 calendar days from the date of issue of the notice of intent to discharge. This notification must inform the board of the due date by which they must take action.

(ii) The appropriate School Board, under such uniform procedures as it may adopt, will issue a formal written certification to the school supervisor or the Agency Superintendent for Education, either approving or disapproving the discharge before the expiration of the notice period and before actual discharge. Failure to respond before the expiration of the notice period will have the effect of approving the discharge. If the School Board disapproves the discharge, the deciding official must abide by the Board's decision, subject to the appeal rights described below.

(iii) The school supervisor initiating a discharge action may appeal the Board's determination within 10 calendar days of receipt to the Agency Superintendent for Education or in the case of off-reservation boarding schools only, the Area Education Programs Administrator. The Agency Superintendent for Education or Area Education Programs Administrator initiating a discharge may appeal the Board's determination within 10 calendar days of receipt to the Director. Within 20 calendar days following the receipt of an appeal, the reviewing official may, for good cause, reverse the School Board's determination by a notice in writing to the Board. Failure to act within such 20 calendar days will have the effect of approving the Board's determination. The decision of the Agency Superintendent for Education, the Area Education Programs Administrator or Director, as appropriate, is final and is not subject to further appeal.

(b) Proposed Discharge Requirement. The supervisor or official delegated authority to propose discharge will notify the employee by a letter that discharge is being proposed. The employee will be given not less than 30 calendar days advance written notice of the proposed action. Where possible, the notice will be delivered personally to the employee and a written acknowledgment of its receipt will be obtained. This shall not prohibit the exclusion of the individual from the education facility in cases where exclusion is required for the safety of the students or the orderly operation of the facility.

(c) Content of Proposed Discharge Notice. The proposed discharge notice will state the specific reasons for the proposed discharge. The advance notice will tell the employee:

EDUCATION

Education Contract Personnel

(i) that he/she has the right to respond orally or in writing, or both, and to submit affidavits in support of his/her response;

(ii) that he/she has the right to review the material relied upon to support the reasons for initiating the discharge; and where the employee may review the material relied upon to support the reasons given in the proposed discharge;

(iii) where the employee may review the material relied upon to support the reasons given in the proposed discharge;

(iv) how much time he/she has to submit the response; who will receive the oral and/or written response, and by whom the response, if any, will be considered;

(v) if in an active duty status, how much official time will be allowed to review the material relied on to support the reasons in the notice and the person with whom to make arrangements for the use of official time. Official time to review the materials will not exceed eight hours.

(vi) clearly state that it concerns only a proposed action and not a matter already decided. This will be made clear by the statement that it is a notice of proposed discharge and the employee's response will be considered before a decision is reached.

(vii) that he/she has the right to be represented by anyone of his/her choosing, provided his/her choice does not constitute a conflict of interest or position or would not give rise to unreasonable cost to the Government or unless priority work precludes his/her release from official duties. The employee and representative, if any, will be entitled to a reasonable amount of official time to present a response. The employee may consult with his/her immediate supervisor to arrange for the necessary duty time. If any employee is to be represented, the name, address, and telephone number of the representative will be provided to the immediate supervisor. The representative will only use official time for the presentation of the response. The terms of any applicable collective bargaining agreement and 5 U.S.C. 7114(a)(5) shall govern representation of employees in an exclusive bargaining unit.

(d) Employee's Response. The employee will be allowed a reasonable amount of official time, NTE eight hours, exclusive of travel time, in which to present a response. The employee has the right to respond orally or in writing, or both. The management official who will make the final decision on the proposed discharge will hear the employee's oral response and will receive and review the employee's written

EDUCATION

Education Contract Personnel

response. If the employee responds, the supervisor or management official will consider the response before reaching a decision on the proposed discharge. A transcript or summary of an oral response will be documented and made a part of the discharge record. The required transcript or summary of the oral response will be reviewed and considered by the deciding official before reaching a decision on the action.

(e) Status of Employee Pending Inquiry or Investigation, or Pending Decision on Proposed Discharge

(i) Duty Status. Ordinarily, an employee will be retained in a pay and active duty status in his/her position, and at his/her current pay level, pending inquiry or investigation, or pending decision on a proposed action.

(ii) Detail. The employee may be detailed to other duties or another location when the appropriate supervisory official decides that the employee's continued performance of the duties and responsibilities of the position may result in damage to Government property; may be detrimental to the interests of the Government; or may be injurious to the employee, fellow workers, or the general public. If this is not possible, the employee may request and be granted appropriate leave.

(iii) Emergency Suspension from Duty. An emergency suspension is an enforced temporary absence from duty with pay for reasons described above. A suspension with pay will not be used unless the employee constitutes a hazard as set forth in (e)(vi) of this section and no other lesser action can be taken to relieve the situation, (i.e. detail or leave). This type of suspension is not considered to be a disciplinary action. The suspension will be kept to the minimum amount of time. If the "emergency" situation no longer exists, the employee will be returned to duty status. Suspension with pay is used only to ensure that the employee is not in or creating a hazardous situation while a suspension without pay is being processed.

(iv) Crime Provision. An employee need not be given the full 30 day advance written notice if there is reasonable cause to believe the employee is guilty of a crime for which a sentence of imprisonment may be imposed. Under such circumstances, the employee may be given a lesser number of days advance notice if the circumstances are reasonable and can be justified. All other requirements for taking adverse action will be met.

EDUCATION

Education Contract Personnel

(v) Suspension Because of Hazard. There may be a need to suspend an employee without pay indefinitely during the notice period of a removal or suspension action when the circumstances are such that retention of the employee at the duty station may be injurious to the employee, fellow workers, or the general public; may result in damage to Government property; or may be detrimental to the interests of the Government. Because of the hazardous situation, the Agency may require the employee to answer the proposed action and furnish affidavits and other documentary evidence in support of the answers within a reasonable time depending on the circumstances, but not less than seven days.

(f) Notice of Decision. The deciding official authorized to discharge the employee will give the employee a written decision before the discharge is effected within a reasonable time after the employee submits a response. This official will be a higher level than the official who proposed the discharge. The decision will state which of the specific reasons in the proposed notice have been found to be sustained and which have been found not sustained. The effective date of the decision will be identified. The decision will include a statement to the effect that the employee responded and that the response was considered, or that no response was given, as the case may be. If the employee responds orally and in writing, the decision will mention both responses and will reflect an analysis of the replies as related to each of the charges. The absence of an employee response will not be construed as an admission of guilt. The decision will tell the employee specifically of the appeal rights to the discharge, the time limits governing the appeal and where information may be obtained on how to pursue such appeal. In addition, the employee will be given notice of his/her pay status until the effective date of the decision and of his/her right to representation. A decision to take the action cannot be effected until at least 30 calendar days have elapsed from the date the employee received the proposed notice. Where possible, the proof of acknowledgment will be obtained. An example of a proposed notice of discharge and final decision are shown in Illustrations 42 and 43.

(g) Appeal Procedures. Education contract employees are excepted appointments, and as such do not have appeal rights to the Merit Systems Protection Board. Employees will be provided full and impartial review under the grievance procedures outlined in 62 BIAM 11.105 through .113. The individual has a right to appeal the final decision and have the merits of the case reviewed by an OIEP official not previously involved in the case. This right includes entitlement to a hearing upon request under procedures in accordance with the requirements of due process under Section 1131(e)(1)(B) of Public Law 95-561.

EDUCATION

Employee Discipline and Discharge(h) Other Separations:

(i) There may be separations which are involuntary because of budgetary and/or program conditions. The day the employee is separated, the OPF must reflect the reason for the separation, e.g., budget or program and a statement by the employee's supervisor as to his/her favorable performance in the job, and that the separation is not a reflection on the employee's performance. RIF procedures will be accomplished under 62 BIAM 11.47.

(ii) Separation as a Result of a Conditional Appointment. An individual who has applied at both the national and local levels will be appointed from a local list of applicants. The appointment will be conditional for 90 days. If the individual has eligibility at both levels, a determination will be made by the Director whether or not a more qualified individual is to be appointed to the position. Removal during the period will not be subject to appeal or grievance procedures. Upon notification of the availability of a more qualified applicant, the supervisor will issue the employee a letter indicating that because of this funding, he/she will be removed no later than the day preceding the entrance on duty of the other applicant.

(iii) School Board Recommendation for Discharge. School Boards may recommend to school supervisors or Superintendents for Education, or Area Education Programs Administrators, as appropriate, the removal of a contract educator. These recommendations may follow any form internally established by the School Board or Tribal governing body. The official receiving a Board recommendation for removal shall acknowledge the recommendation in writing within 10 calendar days and proceed with a fact finding investigation. Within 60 calendar days, the official shall notify the School Board of his/her findings and any action proposed or taken. Any disciplinary action or removal proposed as the result of this recommendation and investigation shall be taken in accordance with the appropriate procedures.

(iv) Separation for Abandonment of Position. When an employee abandons his/her position, he/she may be separated. You should attempt to determine an employee's intention when the employee fails to report for duty or to return from leave or from furlough of 30 days or less. After a reasonable time (10 consecutive work days) if you cannot determine his/her intention, the separation should be made effective the last day of active duty or of approved leave, whichever is later. Notice of the Separation should be mailed to the employee's last known address by certified mail, return receipt requested. CAUTION: You must have evidence that the employee has indeed decided not to return before using this procedure, e.g., checked out of government quarters (see Illustration 45).

EDUCATION

Education Contract Employees

11.105 Employee Grievance Policy.

A. Employees will be treated fairly and equitably in all respects. Those who feel that they have not been so treated will have a right to present their grievance to appropriate management officials for prompt consideration and equitable decision.

B. Employees and their representative, if any, will be unimpeded and free from restraint, coercion, discrimination or reprisal in making or filing a grievance.

C. Impartial and prompt consideration will be given to all grievances. Every effort will be made to resolve employee grievances informally at the lowest possible supervisory levels and as early as possible after being made known to the immediate supervisor.

11.106 Employees Covered. The grievance procedure is available to all employees except those covered under negotiated agreements and status quo employees covered under 370 DM 771.3.

11.107 Grievance Coverage.

A. Matters covered. Except as provided in paragraph B, below the OIEP grievance procedure covers any matter of concern or dissatisfaction to an employee if the matter is subject to the control of OIEP management and for which the employee seeks personal relief or any matter in which the employee alleges that coercion, reprisal or retaliation has been practiced against him or her.

B. Matters excluded. The OIEP grievance procedure does not cover the following:

(1) A decision which is appealable to the Merit Systems Protection Board or subject to final administrative review by the Office of Personnel Management or other appropriate authority outside the Department;

(2) The content of published agency regulations and policy;

(3) Nonselection for advancement from a group of properly ranked and certified candidates;

(4) An action which terminates a temporary advancement within a maximum period of one school term and returns the employee to the position from which the employee was temporarily advanced;

EDUCATION

Education Contract Employees

(5) Decisions regarding award recommendations for performance contributions, acceptance of employee suggestions or invention, or granting of cash or honorary recognition;

(6) The content of critical elements and performance standards of an employee's position;

(7) A preliminary warning or notice of an action which, if effected, would be covered under the grievance system or excluded from coverage by paragraph .107B(1) of this section;

(8) A pay determination on a pay increase (or the lack of a pay increase) under the Education pay system;

(9) Failure to satisfactorily complete the probationary period for a supervisory position resulting in return of an employee to an equivalent position held prior to becoming a supervisor or manager;

(10) A performance evaluation, except as provided for in cases involving discharge;

(11) Removal during the probationary period;

(12) The reasons for non-renewal of any contract; short term, temporary, provisional, School Year or Year Long Contract;

(13) Removal of a conditional employee;

(14) An audit or investigation being made of any employee by the Office of Inspector General; the Attorney General; Department of Justice; or the Special Counsel, MSPB; or at the direction of the Director (OIEP).

(15) Relief specified that is not personal to grievant or is not subject to the control of management;

(16) Any grievance presented by bargaining unit employees covered by a negotiated grievance procedure or status quo employees covered under other procedures.

11.108 Responsibility of Officials on Employee Grievances.

A. The Director, Office of Indian Education Programs, will be responsible for:

(1) Developing and administering a grievance procedure which complies with the principles of fairness and equity;

EDUCATION

Education Contract Employees

- (2) Assuring employees an opportunity to express their views regarding the procedure;
- (3) Reviewing and making the final decision on grievances submitted to that level as outlined in this directive;
- (4) Assigning grievance examiners in accordance with procedures outlined in 62 BIAM 11.114 through .123;
- (5) Maintaining the grievance files.

B. The Agency Superintendent for Education, the Area Education Programs Administrator (with respect to off-reservation boarding schools) and the Assistant Directors (OIEP), who report to the Director, Office of Indian Education Programs, will be responsible for:

- (1) Administering the grievance procedure in a fair, impartial and uniform manner;
- (2) Making decisions in the grievance procedure as outlined herein or forwarding a grievance to the Director, Office of Indian Education Programs, when he/she disagrees with the recommendations of the Grievance Examiner.

C. The school supervisor who reports organizationally to the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) will be responsible for:

- (1) Reviewing the grievance received for acceptance or rejection;
- (2) Advising the employee of his/her right to appeal the rejection to the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) if the grievance is rejected for any of the reasons provided;
- (3) Making the decision on the grievance to either take the action requested by the employee, offer an alternate solution or deny the grievance.

D. Supervisors will be responsible for:

- (1) Obtaining and distributing copies of this directive to all covered employees;
- (2) Accepting, investigating and attempting to resolve informal grievances objectively and equitably within established time limits;

EDUCATION

Education Contract Employees

(3) Establishing and maintaining the grievance file.

E. Grievance examiners are responsible for making an impartial and objective inquiry as to the merits of a grievance and for providing a report of findings and recommendations to the parties and the Director (OIEP).

F. Employees who file grievances will be responsible for: (1) complying with appropriate time limits established herein, (2) furnishing sufficient detail to clearly identify the matter being grieved, and (3) specifying the personal relief being requested.

11.109 Definitions for Employee Grievances.

A. Bargaining Unit Employee means an employee included in an exclusive bargaining unit as determined by appropriate authority.

B. Days means calendar days (see 62 BIAM 11.3M).

C. Deciding Official means an official designated to (1) receive and attempt to adjust formal grievances; (2) refer formal grievances to an examiner where necessary; and (3) decide formal grievances on the basis of examiners' reports. In all cases, the deciding official must be at the next higher administrative level than anyone who could have adjusted the grievance under the informal grievance procedure (the individual who can grant relief).

D. Employee may include a current or former contract Education employee of the Office of Indian Education Programs for whom a specific remedy can still be appropriately provided. Former employees must file a timely grievance concerning a matter appropriate for review under these procedures prior to separation in order to receive consideration.

E. Grievance means a request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction relating to the employment of the employee(s) which is subject to the control of agency management.

F. Grievance File means a separate file, subject to the Privacy Act, which contains all documents related to the grievance, including but not limited to any statements of witnesses, records or copies thereof, the report of the hearing when one is held, statements made by the parties to the grievance, and the decision.

G. Personal Relief means a specific remedy directly benefiting the grievant(s), but may not include a request for disciplinary action for another employee.

EDUCATION
Education Contract Employees

11.110 Criteria for Grievance Review. The following criteria will govern the review of grievances:

A. Prompt and fair consideration of each grievance.

B. Grievance examination will be carried out by a person(s) who has not been involved in the matter being grieved and who would not be considered to occupy a position subordinate to any official who recommended, advised, made a decision on, or who otherwise is or was involved in the matter being grieved.

C. Assurance to the grievant of:

(1) Freedom from restraint, interference, coercion, discrimination or reprisal in presenting a grievance;

(2) The right to be accompanied, represented, and advised by a representative of his or her own choosing, except that management may disallow the choice of an individual as a representative which would result in a conflict of interest or position, which would conflict with the priority needs of the agency, or which would give rise to unreasonable costs to the Government;

(3) A reasonable amount of official time to present the grievance if the employee is otherwise in a duty status; and

(4) The right to communicate with the servicing personnel office and/or counselors of the bureau.

D. Assurance to the employee's representative of:

(1) Freedom from restraint, interference, coercion, discrimination or reprisal; and

(2) A reasonable amount of official time to present the grievance if the representative is an employee of the OIEP and is otherwise in a duty status.

E. When a grievance is filed formally, a grievance file will be established. This file will be given to the grievance examiner, if applicable, and is available to the grievant and his/her representative for review and comment.

F. After an employee places a grievance in writing, the employee is entitled to a written decision which includes a report of findings and reasons for the timely determination, made by:

EDUCATION
Education Contract Employees

(1) An official at a higher level than any official substantively involved in any phase of the grievance.

(2) An official(s) designated to determine the disputed facts.

11.111 Grievances.

A. Employee Rights. An employee, or a group of employees acting as an individual will be entitled to present a grievance under this procedure and management will accept the grievance if it is properly presented. Grievances presented by a group must be the same, in detail, or they will be considered individually.

(1) In presenting the grievance, the employees will have the right to be represented at their own expense and advised by a person of their choice.

(2) If the employee is in active status, a reasonable amount of official time, not to exceed eight hours, will be granted to present the grievance. If a representative is chosen who is also covered by this directive, who would otherwise be in a duty status, the representative will also be granted a reasonable amount of official time, not to exceed eight hours. The Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) may disallow an employee's representative, whose activities as representative would cause a conflict of interest or an employee whose release from his/her official position would give rise to unreasonable costs to the Government or whose priority work assignment precludes his/her release from official duties.

(3) The employee, in preparing and presenting a grievance, will be entitled to communicate with and seek advice from management officials who have been designated by the school supervisor as having responsibility for providing such assistance or Director for Equal Opportunity Programs, Area Equal Opportunity Manager or designated Equal Opportunity Counselors. These sources provide procedural advice and factual information on subject matters for which they are responsible, but do not address the merits of a grievance.

B. When a unit of exclusive recognition exists, the negotiated grievance procedure will be the only procedure available to the employee for resolving grievances within its coverage.

C. The deadline for initial filing of a grievance may be extended by the management official receiving the grievance.

EDUCATION

Education Contract Employees

D. Cancellation or Termination of Grievance Processing. A supervisor will cancel an informal grievance only when requested by the employee. The appropriate management official will cancel or terminate a formal grievance:

- (1) At the employee's request;
- (2) When the employee's employment terminates, unless the relief sought by the employee may be granted after the termination of employment;
- (3) Upon the employee's death unless the grievance involves a question of pay;
- (4) If the employee does not furnish the required information and duly proceed with the advancement of the grievance within specified time limits;
- (5) When the specific relief requested by the employee is granted.

11.112 Informal Grievance Procedure (Step 1).

A. Presenting the Grievance.

(1) An employee may present a grievance, subject to section 62 BIAM 11.107B.

(2) The employee may present a grievance concerning a continuing practice or condition at any time, but must present a grievance concerning a particular act or occurrence within 10 days of the date of the act or occurrence or the date he/she became aware of it. Situations caused by actions which were taken or were identified as of given date, e.g., reprimands and miscredit of leave balances, are not considered continuing conditions for these purposes despite any continuing effects they may have.

(3) The employee will present the grievance in writing for formal consideration. Grievances will be submitted to the employee's immediate supervisor (if the grievance involves the immediate or first line supervisor, it may be submitted to the next higher level of supervision).

(4) Grievances will not be initially submitted to the official who would make the final decision under this directive. The informal procedure will be completed before a formal grievance can be accepted, except when the grievance concerns an action effected through an advanced written notice, with a right to reply and a final written decision. In this case, the grievance will be presented formally, without first

EDUCATION

Education Contract Employees

following informal procedures. Such formal grievances will be submitted no later than 10 calendar days after the effective date of the action.

(5) An employee will ensure that the supervisor be made aware that a grievance presented, constitutes the filing of an informal grievance as opposed to a general complaint or an informal request for information or counseling.

(6) A grievance will not be rejected in the informal stage for any reason.

B. Consideration. The supervisor who receives the grievance will attempt to resolve it by discussing it with the employee and investigating the charges. The supervisor will notify the employee of the action taken within seven calendar days and tell the employee that if the solution is not satisfactory the employee may present a formal grievance. The supervisor's response will be in writing and will include the reason(s) for the decision.

11.113 Formal Grievance Procedure (Step 2).

A. Presenting the Grievance. If the employee is not satisfied with the result of the informal procedure, he/she may present a formal grievance within seven calendar days of the date of receiving the supervisor's response concerning the informally presented grievance.

(1) The formal grievance will be submitted (in writing through the immediate supervisor) on Form 5-6234, OIEP Grievance Form as shown in Illustration 37, to the school supervisor, Agency Superintendent for Education or Area Education Program Administrator, as appropriate.

(2) The grievance will include the name of the employee and representative, if any; the employee's position title and the organizational entity to which assigned; sufficient detail to identify and clarify the basis for the grievance (times, dates, names, place, and other pertinent data); a copy of the notice of decision on the informal grievance, or a statement to the effect that no notice was furnished in the allotted time; and a specific statement of the personal relief requested by the employee (personal relief means a remedy benefiting only the grievant and will not include a request for disciplinary or other action affecting another employee).

B. Processing the Formal Grievance.

(1) Acceptance or Rejection of the Grievance at Step 2.

EDUCATION

Education Contract Employees

(a) If the informal procedure has not been followed, the supervisor will return the grievance to the employee with advice that the grievance must first follow the informal procedure.

(b) If the grievance is not properly presented, the grievance will be returned to the employee for correction; the employee must then resubmit the grievance within three calendar days to continue the grievance procedure.

(c) If untimely, the supervisor will reject it and inform the employee in writing of a right to appeal the rejection to the next higher supervisor.

(d) If the matter is inappropriate for consideration under this directive, the supervisor will reject it and inform the employee in writing of the reasons for rejection and of the right to appeal the rejection to the next higher level of supervision.

(e) If the grievance is considered properly submitted, the supervisor will inform the employee in writing of its acceptance as a formal grievance.

(f) A grievance file must be established for each grievance accepted under the formal procedure. The file will be maintained and disclosed consistent with the Privacy Act and the Freedom of Information Act. The grievance file established is available to the employee and representative and must not contain any document that is not available to the employee.

C. Decision at Step 2.

(1) The supervisor receiving the grievance will attempt to resolve the formally presented grievance and will notify the employee in writing of the decision, the reasons for the decision and the action to be taken, if any, within 20 calendar days of the receipt of the grievance. The employee then has seven calendar days from the date notified of the decision at Step 2, to forward the grievance to the Agency Superintendent for Education, the Area Education Programs Administrator, (with respect to off-reservation boarding schools), or the Assistant Director, as appropriate.

(2) If the grievance does not involve a loss of pay to that employee, the Agency Superintendent for Education, the Area Education Programs Administrator, or the Assistant Director, as appropriate, will review the entire file and notify the grievant in writing of his/her concurrence or non-concurrence with the supervisor's decision within seven

EDUCATION
Education Contract Employees

calendar days. The decision of the Agency Superintendent for Education (ASE) or the Area Education Programs Administrator (AEPA) is final and not subject to further review. If the ASE or the AEPA is the Supervisor receiving the formal grievance, the review will be made by the Director of the Office of Indian Education Programs or the appropriate Assistant Director who will render a final decision which will not be subject to further review.

(3) If the grievance involves a loss of pay to the grievant, the ASE, AEPA or Assistant Director will notify the Director, OIEP, by telephone, immediately upon receipt of the grievant's non-acceptance of the resolution at Step 2 of the procedure. The telephone notification will be confirmed by letter, enclosing the grievance and all pertinent documents within seven calendar days. The Director, OIEP, will assign the grievance examiner within seven days of receipt of the letter of confirmation.

D. Grievance Examiner. The grievance examiner will be asked to conduct an inquiry into the grievance, complete the grievance file, and submit a report of findings and recommendations to the deciding official within 30 calendar days of assignment of the grievance.

(1) Scope of Inquiry. The examiner will conduct an inquiry which may include:

- (a) Securing documentary evidence;
- (b) Personal interviews;
- (c) A group meeting;
- (d) A fact finding hearing;
- (e) Any combination of the above.

(2) The Grievance File. When the grievance examiner begins the inquiry on an employee grievance, the grievance file established under 62 BIAM 11.113 B(1)(f) will be given to the examiner. The grievance file will be the official record of the grievance proceedings and will contain all documents related to the grievance including procedures for conducting the inquiry and the examiner's report as outlined in 62 BIAM 11.121.

E. Decision on the Grievance (Step 3).

(1) The ASE, the AEPA (with respect to off-reservation boarding schools) or the Assistant Directors, as appropriate, will accept and direct the implementation of the examiner's recommendations and will

EDUCATION

Education Contract Employees

notify the employee and the representative within 14 calendar days of the receipt of the report except that:

(a) If the ASE, the AEPA (with respect to off-reservation boarding schools) or the Assistant Director, as appropriate, decides to grant the relief sought by the employee, the decisions will be issued accordingly without regard to the examiner's recommendation.

(b) If the ASE, the AEPA (with respect to off-reservation boarding schools), or the Assistant Director, decides that the examiner's recommendations are unacceptable, the grievance file, with a specific statement of the basis for that determination, will be submitted to the Director, OIEP, for a decision. A copy of this statement will be furnished to the employee and the representative.

(c) Within 14 calendar days of receipt of the statement from the ASE, the AEPA or the Assistant Director, the Director, OIEP, will make the final decision which is not subject to further administrative review.

EDUCATION

Education Contract Employees

11.114 OIEP Grievance Examiner Policy.

A. Pub. L. 95-561 appointees are exempt from coverage by the Merit Systems Protection Board. Pub. Law 95-561 provides that employees covered by the Act will be provided due process and a grievance system wherein a grievance over matters involving removal and conditions of employment will be resolved in a fair and impartial manner.

B. OIEP shall consider all employee grievances in a fair and impartial manner. The integrity of the grievance and appeal procedure will be in direct proportion to the skill, understanding, fairness and good judgment demonstrated by all concerned. The OIEP will use current employees as grievance examiners as an additional duty rather than as a full-time duty of a permanent employee. It is essential to the program that these examiners exert every effort to meet the confidence and trust placed in them, and be particularly circumspect to avoid any appearance of bias. Agency Superintendents for Education and Area Education Programs Administrators (with respect to off-reservation boarding schools) must ensure that examiners are accorded prompt, adequate, administrative support and a climate where objectivity can prevail. In order for this program to operate within the spirit and intent of the OIEP regulations, management officials at all levels must recognize, and employees must be confident, that the examiners are acting as representatives of the Director, OIEP, and that their findings and recommendations will be rendered promptly and objectively.

11.115 Selection of Grievance Examiners. The Director, OIEP, will select persons to serve as OIEP Grievance Examiners. Those employees selected must meet the standard for examiners outlined herein. Individuals selected will be designated as examiners on an as-needed basis and services will be lost to their organization during such assignment. The Director, OIEP, is responsible for ensuring that all examiners receive the training prescribed by the Office of Personnel Management. The OIEP will bear the cost of examiner training.

11.116 Standards for Grievance Examiners.

A. Examiners must be currently employed as a level 03 or GS-9 equivalent or above;

B. Examiners must show satisfactory completion of a specialized course of training;

C. Examiners must have at least four years of progressively responsible experience in administrative, managerial, professional, investigative or technical work which has demonstrated the possession of:

EDUCATION

Education Contract Employees

(1) The personal attributes essential to the effective performance of the duties of an examiner, including integrity, discretion, reliability, objectivity, impartiality, resourcefulness, and emotional stability.

(2) A high degree of ability to be able to:

(a) identify and select appropriate sources of information; collect, organize, analyze and evaluate information; and arrive at sound conclusions on the basis of that information;

(b) analyze situations; make an objective logical determination of the pertinent facts; evaluate the facts; and develop practical recommendations and decisions on the basis of facts;

(c) recognize the cause of complex problems and apply mature judgment in assessing the practical implementation of alternative solutions to those problems;

(d) interpret and apply regulations and other complex written material;

(e) communicate effectively orally and in writing, including the ability to prepare clear and concise written reports; and

(f) deal effectively with individuals and groups including the ability to gain the cooperation and confidence of others.

(3) A good working knowledge of:

(a) the relationship between personnel administration and overall management concerns; and

(b) the principles, systems, methods and administrative machinery for accomplishing the work of an organization.

11.117 Assignment of Grievance Examiners.

A. A roster of qualified and trained OIEP Grievance Examiners will be maintained by the Director, OIEP. A schedule of the suggested number of examiners to be maintained is as follows:

Aberdeen	3
Albuquerque	2
Anadarko	1

EDUCATION
Education Contract Employees

Billings	1
Eastern	1
Minneapolis	1
Muskogee	1
Navajo	10
Phoenix	4
Portland	1
Sacramento	<u>1</u>
TOTAL	26

(1) The number of suggested examiners is based upon the average number of cases filed within that Area Office. Examiners should not be required to do more than two cases per year. Therefore, the suggested number of trained examiners represents the anticipated case load for each area.

(2) When the services of an examiner are needed, the Agency Superintendent for Education or the Area Education Programs Administrator (with respect to off-reservation boarding schools) will contact the Director, OIEP, by telephone. The telephone request must be confirmed by letter enclosing the grievance or appeal file within five working days.

(3) The Director, OIEP, will review the rosters with regard to examiner availability and appropriateness of assignment and select and assign the examiner within five days of receipt of the confirmation letter. To assure the objectivity and impartiality of the examiner, the Director, OIEP, will assign an examiner who is not directly under the jurisdiction of the Agency or Area Office in which the grievance or appeal is filed.

(4) The examiner will be notified by letter from the Director, OIEP, of his/her assignment. A copy of the assignment letter will be sent to the requesting Agency or Area Office.

B. Upon notification by the Director, OIEP, of the examiner's assignment, the supervisor shall relieve the examiner from all regularly assigned duties for the duration of the assignment and inform the examiner's immediate supervisor of the nature and priority of the assignment.

EDUCATION

Education Contract Employees

Such relief from regular duties will not encompass periods of time during which the examiner function does not require the examiner's attention. The employing agency is responsible for the salary of the examiner. The agency or school requesting the examiner is responsible for per diem and travel expenses of the examiner.

C. The examiner will give first priority and full attention to examiner duties. The examiner should begin and complete the assignment promptly in consideration of the time frames established in Employee Grievances 62 BIAM 11.105 through .113. Delays in excess of seven working days of the time frames will be documented by the examiner.

11.118 Grievance File. A grievance file must be established for each grievance accepted under the formal procedure. The file will be maintained and disclosed consistent with the Privacy Act and the Freedom of Information Act. The grievance file is available to the employee and representative and must not contain any document that is not available to the employee. It will ultimately contain:

- A. The written complaint;
- B. A written summary of action and results, or lack of action, during the informal procedure if informal processing was pursued;
- C. Copies of advance notice, replies and final decision notice where an adverse action is involved;
- D. Copies of letters of reprimand, warning, etc., where such matters are at issue;
- E. Copies of personnel action documents, where appropriate;
- F. The complete hearing record, if one is conducted;
- G. The examiner's summary of an inquiry, if one were held;
- H. The examiner's findings and recommendations;
- I. The written decision of the deciding official, or a statement of reasons for referring the grievance to higher authority for decision.

11.119 Guidelines for the Conduct of Inquiries into Grievances. Before the inquiry begins, the examiner must eliminate from consideration any matters not covered under the grievance system and notify the parties accordingly. For matters covered under the system the examiner must

EDUCATION
Education Contract Employees

conduct an inquiry of a nature and scope appropriate to the issues involved in the grievance. At the examiner's discretion, the inquiry may consist of:

- A. The securing of documentary evidence;
- B. Personal interviews;
- C. A group meeting;
- D. A hearing; or
- E. Any combination of A through D of this paragraph; or
- F. A review of the grievance case file submitted.

11.120 Conduct of a Hearing by the Grievance Examiner. If the examiner holds a hearing, the conduct of the hearing and the production of witnesses must conform with the requirements of hearings under FPM 771, subchapter 3-2b of the regulations. Rules of evidence are not strictly adhered to, but the examiners will rule out irrelevant or unduly repetitious testimony. They will make decisions on the admissibility of evidence or testimony which will be given under oath or affirmation. Both parties are entitled to produce witnesses to be heard. Employees to whom this instruction applies are in a duty status during the time they are made available as witnesses and will be free from restraint, interference, coercion, discrimination or reprisals in presenting their testimony. Employees to whom this instruction applies will normally be made available as witnesses when requested by the examiner. The examiner may recommend that travel expenses be authorized for the production of employees whose presence is specifically requested. The travel expenses and per diem will be the responsibility of the school or Agency requesting the examiner. The Director, OIEP, or designated management official will arrange for the appearance of employee witnesses. When the Director, OIEP, determines that it is administratively impracticable to comply with the examiner's request for the appearance of an employee witness, the examiner will be notified in writing of the reasons for the determination. The examiner may postpone the hearing until such witnesses can appear, if in the judgment of the examiner, the witness' appearance is essential to a full and fair hearing. The examiner must determine whether to have a verbatim transcript or a written summary made of the hearing. If a summary is prepared, the parties should sign it, if they agree to it, or not sign it if they do not agree and submit in writing their exceptions. Any written exception to a summary must be made part of the record of the hearing. The examiner must include the record of the hearing in the grievance file.

EDUCATION

Education Contract Employees

11.121 Grievance Examiner's Report.

A. After the employee and or representative have been given an opportunity to review the grievance file, the examiner must prepare a report of findings and recommendations. The report must show a determination of the factual issues in the grievance, based on analysis of evidence secured through the inquiry, and review of the grievance file. For each relevant and timely issue the examiner must analyze and weigh the evidence.

B. If the examiner finds that the employee has a reasonable basis for his/her grievance, the examiner must then consider whether the adjustment the employee has requested is reasonable and should be recommended.

C. The examiner's findings for each relevant and timely issue may be organized along the following lines: (1) identification of the issue, (2) analysis and weighing of evidence pertinent to the issue, and (3) statement of whether the employee's grievance is valid and the requested adjustment is appropriate with reasons for the findings and recommendations.

D. If the examiner excluded any matter raised in the grievance because the matter was not covered under the grievance system, the report should explain why he/she believes it is not covered.

E. The examiner must submit the grievance file containing the report of findings and recommendations to the deciding official (Agency Superintendent for Education or Area Education Programs Administrator, with respect to off-reservation boarding schools), and must furnish the employee or representative a copy of the report within 30 days after conclusion of the inquiry or receipt of a transcript, if a hearing transcript is required. The examiner will also transmit a copy of the grievance file and report to the Director, OIEP.

F. If the examiner finds programmatic or management deficiencies unrelated to the issues under review and which have no impact on the recommendations made, these should be brought to the attention of the deciding official in a separate memorandum which is not to be a part of the grievance file.

11.122 Final Decision on a Grievance.

A. Within 10 calendar days of receipt of the examiner's report, the deciding official must take one of the following actions:

(1) Accept the examiner's recommendation and issue the decision on the grievance;

EDUCATIONEducation Contract Employees

(2) Grant the remedy sought by the employee, without regard to the examiner's recommendation; or

(3) If a determination is made that the examiner's recommendations are unacceptable, he/she must state exceptions in writing to the Director of the Office of Indian Education Programs. The Director will make the final determination of the grievance.

B. The decision on a grievance must be in writing, and must contain the following information:

(1) Findings on all issues covered by the examiner's inquiry;

(2) A statement as to whether the grievance is found to be justified and the specific corrective action to be taken, if any.

11.123 Special Considerations.

A. Allegations of Unfair Labor Practices. An allegation that management has engaged in an unfair labor practice made in connection with a grievance may, if otherwise grievable, be incorporated into a grievance and processed under a negotiated grievance procedure, or, at the discretion of the aggrieved party, processed under 5 U.S.C. 7116, et. seq., but not under both.

B. Allegations of Discrimination. Whenever an employee makes an allegation of discrimination in connection with a grievance, the official considering it promptly terminates processing the grievance, and refers it to the bureau Director, Equal Employment Opportunity Programs or Area Equal Opportunity Manager for appropriate action, that is, processing under the discrimination complaint procedures or applicable negotiated grievance procedures (if applicable).

C. Negotiated Grievance System. Grievance procedures negotiated under collective bargaining agreements provide for processing of grievances filed by a labor organization, members of the bargaining unit, or their representatives. Such negotiated procedure will be used rather than the OIEP procedure described above.

APPLICANT SUPPLY FILE PROCEDURES

A. A well planned and efficiently operated applicant supply program is designed to enable recruiting offices to build up an adequate supply of qualified applicants from which appointments may be made as vacancies occur.

(1) Essential elements for every applicant supply system should embody the following principles:

(a) Applications shall be accepted on a systematic basis which ensures fair treatment for all candidates.

(b) All applications accepted shall be promptly evaluated in accordance with the appropriate job standard.

(c) Consideration for appointment is given to all qualified and available applicants who are in the system and to those applications that have been received on the date a certificate of eligibles is prepared.

(2) Open continuous vacancy announcements or lists are issued to recruit for applications for the Applicant Supply File. Announcements or open continuous lists should be revised at least semi-annually. Announcement area may be local, Agency-wide or Bureau-wide. Regardless of the recruiting method, applicants must be advised that a background investigation will be required.

(3) Applications are accepted only as long as the position is advertised on the open continuous list. When a position is excluded from the open continuous list, applications will not be accepted unless the current open continuous list is amended or a specific vacancy announcement is used to fill an existing vacancy. (See procedures for specific vacancy announcements, Appendix B.) If a specific vacancy is announced, however, eligible applications in the Applicant Supply File will be considered with eligible applications from the specific vacancy announcement on one certificate.

(4) An official file of all open continuous listings must be maintained in chronological order as a part of the Applicant Supply File. Any amendments to the open continuous announcement must also be maintained in this official record.

B. APPLICATION PROCESSING

(1) Date stamp incoming applications on the same day received. Date stamp should always be in the same location on all applications for easy reference.

(2) Within two days of receipt, applications should be reviewed to determine that all appropriate information has been received, e.g., college transcripts; Verification of Indian Preference form; and the application form is complete, including signature and date.

(3) Incomplete or unsigned applications will be returned. Applications for positions not listed on the established recruiting list will also be returned (Illustration 3). The date the application is returned will be noted on the Master Log of Applications, briefly stating reasons why application was returned (Illustration 1).

(4) Applications retained for rating should be rated by the rating officials using appropriate rating form within five days of receipt (See Illustration 5, 46 and 47). Rating forms should reflect the appropriate pay increment for each job category. For example, an individual may want to be considered for substitute teacher, education specialist, and assistant principal. The application is rated for all three jobs at the same time and, if qualified for each position, three rating forms are completed, each reflecting appropriate pay levels and pay increments. The application, SF-171, is also noted with the same information (Illustration 6).

(a) (i) Eligible applications will be filed in individual file folders according to job category and in alphabetical order. The rating sheet is maintained with the application folder. All eligible applicants are sent a letter advising them of eligibility (Illustration 7). The SF-86, Questionnaire for Sensitive Positions, and SF-87, Fingerprint Chart, must also be sent to the applicant.

(ii) When an applicant who is eligible for more than one job category is selected for a position, only the original application is used for appointment and all other applications must be destroyed or returned to applicant. If you choose to return duplicate applications to applicant, return with a cover letter indicating why it is being returned and advise applicant that in order to receive further consideration for other job categories they will need to complete an updated SF-171, or, if a very recent application [within three-four months] return the copy for an original signature. In addition, return a supplemental application to be completed and submitted which identifies the specific job categories for which the applicant wishes further consideration.

(iii) Eligible application files are maintained for one year. After the year has elapsed, the application is returned to the applicant for updating (Illustration 8).

(iv) Complete back of card (Illustration 10) or document the Roster of Qualified Applicants form (Illustration 9), record appropriate information from the individual application and rating sheet. The cards are maintained in the same manner as the applications according to job category and in alphabetical order.

(b) Ineligible applications are returned to the applicant using sample letter, Illustration 4. The Master Log of Applications (Illustration 1) should be documented when this action is taken. A copy of this transmittal letter along with the original rating sheet should be retained as a minimum for a one-year period. "Ineligible" letters should be maintained in a separate file in alphabetical order for an established period of time (end of calendar year; end of fiscal year; or end of June). This file should then be purged.

B. FILLING POSITIONS FROM APPLICANT SUPPLY FILE. When an SF-52 (Request for Personnel Action) is received to fill a position from the Applicant Supply File, the following procedures are followed:

(1) Establish a position folder. SF-52, Education Categories of Duties for determining pay for Education positions. Form 5-6233, and approved job category, should be filed in the folder at this point and will not be removed until a selection is made and the SF-52 along with mandatory pay documents are ready to be sent to personnel.

Example of folder label: Education Aide, CY-1702-1, ASF-88-01.

(2) An official certificate log must be established to identify all certificates issued from the Applicant Supply File, as well as specific vacancy announcements (See Illustration 12).

(3) Go to card file and pull all cards for qualified Indian applicants or refer to Roster of Qualified Applicants for Indian applicants. Pull all Indian Preference applications from the ASF rated eligible for the particular position. Remember, any applications received as of the date you are issuing the certificate must be rated and all eligible Indian candidates must be included on the certificate. Qualified non-Indians are referred only at the request of the tribal governing body, or local school board delegated such authority, for waiver of Indian preference when there are qualified Indians. In the absence of qualified Indian candidates, qualified non-Indians may be referred without the tribal governing body or school board making a request for the waiver.

(4) The random referral method described in Appendix D may be used when there are more than 10 qualified applicants. Selecting officials are responsible for making six reference checks with past employees and personal references of qualified applicants. (See Appendix C for complete instructions).

(5) Complete back of card (Illustration 10) or document Roster of Qualified Applicants form (Illustration 9).

(6) Type Certificate of Eligibles (two copies) using Illustration 11. Original will be sent to selecting official and one copy maintained with SF-52 file. Certificate number should show application source, calendar year, and chronological number (Example, ASF-88-01). Certificates are issued for 30 days, but may be extended by the certifying office upon written justification from the selecting official.

(7) At your option, duplicate front page of applications that are on the certificate. File in SF-52 folder.

(8) Send certificate and applications to selecting official for job consideration and interviews.

(9) When certificate is returned showing a selection, and after the selecting official has completed the telephone checks and, any drug testing requirements has been completed, issue job offer confirmation letter. (Keep copy of this in SF-52 file.) See Illustration 13.

D. Closing Out the File.

(1) Close out the file using the following steps:

(a) Complete line entries on Specific Vacancy Announcement and Certification Log (Illustration 12).

(b) Complete back of individual card file (Illustration 10) or Roster of Qualified Applicants (Illustration 9).

(c) Issue notification letter to non-selected eligibles (Illustration 14). (One copy of this letter is maintained with a copy of the original SF-52 file.)

(d) Return active applications to the alphabetical application file.

(e) Applications for any applicant who declined a job offer or failed to reply to correspondence will be returned to the applicant. (Remember to also file the individual card file in the inactive section or document the roster.) Also, as a reminder, if applicant who declined is

qualified for other pay levels or job category, those cards and application files will remain active. However, if the applicant failed to respond, all cards will be filed inactive and all applications returned.

For example, the applicant is qualified for teacher, education aide and business manager. If certificate issued is for teacher and the applicant declines a job offer, the teacher application will be returned but the other two applications and cards will remain active. If this same applicant is selected for the job, the two remaining files are closed and returned.

(f) The certificate must be documented with the following, as applicable: Failure to Reply (FR); Communication Returned Unclaimed (CRU); Declination (D); and a copy of the correspondence which is forwarded to the applicant (i.e., OF-5, letter, etc.) must be retained with the certificate. The undelivered envelope showing reason for nondelivery for CRU must be retained. If a declination was received other than in writing, the individual receiving the declination must document the date, time and manner in which the declination is received. A notation may be the initials of the individual making documentation.

(g) The selecting official must document action taken by designating the appropriate symbol as indicated on the certificate - A for selection; NS for non-selection, etc. The selecting official and school board representative must sign and date the certificate.

(2) Even though the file is now closed out, the folder should remain in an active status until all required appointment documents are completed and are forwarded to the Personnel Office. The folder is then placed in an inactive section of your files.

(3) The certificate of eligibles will be maintained with all supporting documents for a period of two years.

SPECIFIC VACANCY ANNOUNCEMENTS

Specific vacancy announcements will be used to advertise a contract education position when requested by the appointing official. Vacancy announcements must clearly state that a background investigation is required.

A. The following procedures apply to filling positions under this process:

(1) Establish an SF-52 (Request for Personnel Action) file folder with the Form 5-6233 and job category. (The SF-52 remains in the folder until it is submitted to the personnel office with the name of the selectee and proper appointment documents.)

(2) Vacancy Announcement number is assigned (Illustration 12) and information recorded in the log.

(3) Label for vacancy announcement should read, as an example:

Principal, CE-1710-6
Red Water School

RW-89-01
Opens: 01-01-89
Closes: 01-22-89

(4) Appropriate copies are made and distributed to the area of consideration locations.

(5) All applications must be date stamped on the date received and reviewed for appropriate forms and transcripts. If more information is needed or application is incomplete, return with form letter (Illustration 3). Copy of form letter is retained in the SF-52 file folder.

(6) All applications received are listed on the Vacancy Announcement Roster (Illustration 15). This form is stapled to the left side of the SF-52 file folder and becomes a permanent record for the folder.

(7) Application must be received by the closing date. A telephone call made by the closing date with the application postmarked no later than the closing date will also be accepted.

(8) On the day after the receipt of all applications, all applications are submitted to a rating official for rating. (See Appendix D for random referral method if there are more than 10 qualified applicants)

(9) Once applicants are determined qualified, an SF-86, Questionnaire for Sensitive Positions and an SF-87, Fingerprint Chart, must be sent to each applicant with instructions that the forms will be required on the date of appointment if he/she is selected. Agency Superintendent for Education, Area Education Programs Administrator or school supervisor determines employment suitability on the basis of information collected from these forms. (See Appendix C for selecting official's responsibility for making reference checks and 11.42, Suitability disqualifications).

(10) A certificate (Illustration 11) is issued and a number is assigned and recorded on a log (Illustration 12). Applications from the Applicant Supply File may be used in conjunction with the Specific vacancy announcement and qualified applicants from both files may be referred on one certificate. A certificate of all qualified Indian applicants will be issued to the selecting official for school board consultation. At the request of the tribal governing body or school board delegated such authority or in the absence of qualified Indian applicants, qualified non-Indian may be referred.

The selecting official must document action taken by designating a symbol as indicated on the certificate; A for selection; NS for non-selection, etc. The selecting official must sign and date the certificate.

(11) When selection is made, and after the selecting official has completed the telephone checks, and any drug testing requirement has been completed, a confirmation letter is submitted to the selectee. The following close-out procedures are then completed within five days:

- (a) Specific Vacancy Announcement or ASF Log (Illustration 12).
- (b) Notify non-selectees (Illustration 14).

B. The close-out file is then filed in a "Close-Out" section for specific vacancy certificates and retained for a period of two years. The close-out file must contain the following:

- (1) Copy of completed SF-52.
- (2) Copy of vacancy announcement.
- (3) Copy of rating sheet for each applicant (both qualified and not qualified).
- (4) Copy of certificate(s). If applicable, a copy of ASF certificate.

- (5) Copy of confirmation letter.
- (6) Copy of non-selection, and
- (7) Copy of ineligibility letters.

Retention of Certificate. The certificate will be maintained with all supporting documents for a period of two (2) years.

BACKGROUND INVESTIGATIONS

A. Policy.

(1) All positions within the OIEP have been designated "Non-Critical Sensitive" which means that the background investigation for each new applicant or appointee will be in depth and extensive.

(2) The Office of Personnel Management will conduct NACIC investigations on a priority basis. Prospective employees must be informed that the appointment process includes satisfactory completion of a background investigation. A non-favorable investigation may be grounds for separation.

(3) All information obtained as a result of this investigation is confidential and will be handled only by staff on a "need to know" basis. Divulging confidential information to anyone not involved in the background screening process will be viewed as unacceptable performance and appropriate disciplinary action will be taken.

B. Procedures. The following procedures apply in the appointment process of all Indian education employees including appointments to short-term and part-time contracts, substitute teachers, temporary appointments, appointments of volunteers and to all support services positions such as school bus drivers, cooks and secretaries.

(1) Vacancy Announcements: Vacancy announcements must clearly state that employment is subject to a background investigation and will require the completion of the SF-86, Questionnaire for Sensitive Position, and an SF-87, Fingerprint Chart.

(2) Selecting Officials: Once an applicant is rated qualified, (either under specific vacancy announcement or applicant supply procedure) the applicant will be sent the SF-86 and SF-87 forms to complete. Applicants should be advised that these forms must be completed and will be required to be submitted on the date of appointment.

(a) Prior to selection, selecting officials will conduct telephone checks with at least three employers and three personal references.

(b) Selecting officials will use the required questions provided in Illustration 18. The questions are designed to assist selecting officials in identifying child abuser profiles without compromising the source. The selecting officials must ask the prepared questions and may ask others as their judgment dictates. Any additional questions must be documented for the record.

(c) The documentation of each telephone call will become part of a permanent record to be maintained for each selectee.

(d) If questionable information results from the telephone checks at this point, selecting officials shall consult with the Area Personnel Office before proceeding with the selection process.

C. Responsibilities of Individuals with SOI Numbers.

(1) The Personnel Officer will identify employees (either in Personnel or Education, or both) authorized to contact the Office of Personnel Management, Federal Investigations Processing Center, Boyers, Pennsylvania, to request information. These individuals are the only employees who will be officially recognized by OPM to receive information telephonically. Each such employee will be assigned a special Security Office Identifier (SOI Number) which may not be divulged nor delegated to any other individual. The Area Personnel Officer will provide the Bureau Security Officer with the names of employees with SOI numbers.

(2) The employee with the SOI number will telephone the OPM - Federal Investigation Processing Center (OPM-FIPC) in Boyers, PA. at 412-794-5228 (OFF-FTS NET) The employee will ask for a pre-employment SII check.

(3) The OPM-FIPC liaison will ask the following:

Caller's SOI (Security Office Identifier)
Agency Name
Caller's Name
Caller's SSN
Applicant's Name
Applicant's SSN
Applicant's Date and Place of Birth

(4) The reply from OPM will be "no record" (OPM has not previously run an investigation on this person), "record" (OPM has results of an investigation of file). The SOI person must then ask, "Is there an investigation file?"

(5) If the applicant has an investigative record, the SOI # person is to request that OPM send the negative information to the Bureau Security Officer in Washington, D.C. OPM's computer has the Bureau Security Officer's address. All actions to appoint such applicants will be delayed pending approval of the BIA Security Officer, who will work directly with the appointing official in making a determination of suitability for appointment. The Bureau Security Office and OPM must be notified of the disposition resulting from negative information.

(6) If no significant background issues are found, the SOI # person will annotate results of the check in the upper right hand corner of the SF-171, and forward it along with the SF-86 and SF-87 directly to Boyers at the time the applicant enters on duty. "BIA EAGLE" is to be stamped on the top right hand corner of the SF-86 and on the back of the SF-87.

D. Completing Part 1 of SF-86, Questionnaire for Sensitive Positions.

(1) The Office of Personnel Management has provided instructions to be used in completing Part 1 of SF-86, Questionnaire for Sensitive Positions when this form is used for the BIA EAGLE background investigations for noncritical-sensitive positions. Instructions for completing Part 1 of SF-86 are found in OFI-15 Pamphlet (See Illustration 16).

(2) Please refer to the Illustration 16 for reference to the following instructions:

BIA EAGLE is to be typed or stamped on the right at the top of the page.

The first line is to be left blank.

- * "A" is to be coded 01B.
- * "B" is to contain "2" (credit - reimbursable).
- * "C" = "2" for noncritical-sensitive.
- * "D" = "0"

"E" - Enter 171 for all new appointments or 521 for conversion of employees outside education to a contract position.

"F" - effective date of appointment.

"G" - Duty station location code - Illustration 17 or pages 15 and 16 - OFI-15 Pamphlet.

- * "H" - leave blank.
- "I" - position title.
- "J" - Security Office Identifier (SOI) number.
- * "K" - "At SON"

* "L" - "INO1"

"M" - "NONE"

* "N" - 14200699

"O" - Accounting Data and EAGLE (this block can contain no more than 25 spaces).

"P" - The name and title of the person with the SOI # goes here.

* - Information entered in these blocks will be the same on each SF-86 completed.

(3) OPM will call the person listed on line "P" if there is a slight problem. Please review the information on the part of the form submitted by the applicant to make sure that it is complete. Major problems with incorrect completion of forms or lack of fingerprint chart will be returned for correction.

(4) When the above actions have been completed and no significant background issues are found the selectee may enter on duty. It then becomes the responsibility of the employee with the SOI number to submit (1) the original SF-171, Application for Federal employment, (2) SF-86, Questionnaire for Sensitive Positions, and (3) SF-87, Fingerprint Chart to:

OPM - Federal Investigation Processing Center
Boyers, Pennsylvania 16018

(5) If the SOI person is in Education, the above forms must be submitted to OPM not later than the day the employee enters on duty. If the SOI is an employee in the personnel office, the above forms should be sent to the personnel office as soon as possible but not later than the date of appointment.

E. Personnel Officer Responsibility.

(1) Personnel offices will ensure that the selecting official has made the necessary reference checks and has provided the proper documentation. Applications without proper documentation will be returned to the selecting official with no action.

(2) Personnel offices are responsible for maintaining the official file containing all documentation for reference checks and investigative

information. This file will be maintained for the duration of employment in the BIA. If an employee transfers out of the jurisdiction area of the current personnel office, this file will be transferred to the receiving BIA personnel office when the OPF is transferred.

(3) Personnel offices must advise in writing to OPM and the Bureau Security Officer of the disposition of cases involving negative information which were based on OPM findings.

(4) Personnel offices must submit the SF-171, SF-86 and SF-87 to OPM-FIPC within 24 hours of receiving the completed documents from Education when the SOI person is an employee of the personnel office.

F. Responsibilities of Education Staff

Education line officers are responsible for ensuring the SF-86 (Questionnaire for Sensitive Positions) and the SF-87 (Fingerprint Chart) are completed in accordance with the instructions on the forms prior to the forms being submitted to the servicing personnel office.

The following problems are frequently found on the SF-86 and will cause OPM to return the form to the originating office.

<u>SF-86</u>	<u>Problems</u>
Addresses employment and military history.	-Not beginning with the current addresses and working backwards; -Not providing the zip codes; -Period of time unaccounted for during the past 15 years; -If unemployed, show period(s) from and to (Month & Year) -Form is not legible (must be typewritten or legibly printed)

The FBI will not accept a fingerprint chart if it is incomplete and will return the SF-87 if the fingerprints are unclassifiable. The following list shows frequently found problems.

<u>SF-87</u>	<u>Unclassifiable Fingerprints</u>
	-Fingers are not fully rolled; -Fingerprints are smudged; -Are indistinct; -Physical disabilities or skill problems prevent clear prints; -Subject identifying the information is incomplete; and -The chart is not signed by the individual.

G. Break in Service.

(1) For the purpose of the required investigation, a "break in service" means anyone who is separated from the service for at least 12 continuous months. The 12 month period does not include furlough periods or nonpay status periods.

(2) If a former employee returns after a 12 month "break in service," he/she does not need to complete the SF-86 and SF-87, if the required investigation was conducted no more than 36 months before the date of the new appointment.

(3) All current employees who move from one position to another need not complete an SF-86 or SF-87 if he/she did not have a "break in service." For example, a current employee in furlough status may accept a temporary position while being on furlough and not have to complete an SF-86 or SF-87.

H. Volunteers. All volunteers who have contact with students on a substantial and recurring basis of more than three days will be required to complete the SF-86 and SF-87. This includes parents, foster grandparents, and others who accompany students on field trips and outings or other activities if the activity is on a recurring basis of more than three days.

RANDOM REFERRAL INSTRUCTIONS

A. The Random Referral procedure is a method of referring qualified applicants for job consideration when there are more than 10 qualified applicants for one position. This procedure uses digit(s) from applicants' Social Security numbers which match a randomly chosen number sequence. The number sequence is changed each work day that this referral method is used. Certificates developed using this method, should include at least 10 names, but the actual number will vary, depending on the number of digits used in breaking ties.

B. In the event the Tribal governing body or the local school board requests that non-Indian applicants be referred after this referral method has been applied in the certification process for Indian preference candidates, all available Indian preference eligibles must be referred on an amended or supplemental certificate. The school board must be advised of their eligibility and must consider the remaining Indian Preference eligibles with the non-Indian eligibles.

Example: There are 20 qualified Indian Preference eligibles and 15 qualified non-Indian eligibles for a night attendant position. The random referral method is used to develop a certificate with 10 Indian Preference eligibles. The school board then requests referral of the non-Indian eligibles. An amended certificate reflecting the names of the additional 10 qualified Indian Preference candidates must be issued. The random referral method may then be used to refer 10 non-Indian eligibles.

C. The Random Number List (Illustration 19) is used to find the starting point for the number sequence to be used on a certain day. There is a space on the list opposite the number to enter the date certificates are issued using that number as a starting point for referring applications. Thus, on the first day a certifying office uses the list, the starting point would be "0" because "0" is the first number of this list; on the second day, (3); etc. Once the starting point has been determined, the remainder of the sequence follows in logical numerical order. In the example where "0" is the first number, the sequence would be 0123456789. If "3" was the first number, the sequence would be 3456789012.

(1) The basic rule is that within a group of qualified applicants, the last digit(s) of the Social Security numbers involved are compared to the 10-number sequence, based on the number selected from the Random Number List, and eligibles are certified in the order of the sequence.

(6) Shown below are eight Social Security numbers of the above example. As further explanation, the digit used to finally refer the eligibles is in parenthesis.

2187214(9)

1391(4)000 4550(5)000 23934(8)00 114318(8)0

573917(4)1

128946(7)1

8937111(2)

(7) A new random number sequence is used for each day certificates are issued. When all the numbers on the Random Number List have been used, start over at the beginning of the list.

(8) The random number material is to be treated as confidential and should not be released to other employees or the general public.

PROCESSING CONTRACTS

A. Appointment Functions. Responsibilities of Education Management in the appointment functions for personnel actions are:

(1) Providing a pre-employment package to selectees. The package will consist of the following:

(a) Contract. The contract, with addendum for Provisional Appointments when required, will be signed and returned as required by the school/Agency. See Illustration 20, Employment Contract, 4-Part form.

(b) Standard Form 86, Questionnaire for Sensitive Positions to be completed by the effective date of the appointment.

(c) Standard Form 87 - Fingerprint chart must be attached to the SF-86 when submitted to the Area Personnel Office.

(d) Standard Form 78, Certificate of Medical Examination, to be completed by selectee's medical doctor and returned to appointing office for review and approval prior to entry on duty.

(e) State and Federal Tax documents, to be completed by selectee and returned when reporting for duty.

(f) Health and Life Insurance Forms and information pamphlets.

(g) Retirement information pamphlet.

(h) Indian preference policy for the BIA (statement of understanding for non-Indian employees).

(i) 7-2214 - Request for Official Correspondence, Net Check Residence Information or SF-1199A - Direct Deposit Form.

(j) Other required information (for a complete list, see Appendix G).

(2) Administering the Oath of Office. Upon entrance on duty, the employee will sign his/her Oath of Office. Pub. L. 95-561, November 1, 1978, in section 1131, Paragraph (D) (1) (A) gives hiring authority to the supervisors of a school for school employees. Therefore, due to this appointing authority, the school supervisor can administer the oath of office. School supervisors or agency level education personnel are hired

by the Agency Superintendent for Education and in these cases the Agency Superintendent would have the authority to administer the oath of office. The Area Education Programs Administrator has authority to administer the oath to those school supervisors under his/her jurisdiction. Other education personnel at the area level must have the oath of office administered by the Area Personnel Office. Delegation of this authority to subordinate staff must be in writing.

(3) Employee Orientation. Orientation for contract educators is the responsibility of the local school administrator, Agency Superintendent for Education or Area Education Programs Administrator. Orientation will be provided for the employee within 30 days upon entrance on duty. For a list of orientation information, see Illustration 25.

B. Employee Handbook. Employee handbook and recruiting guides shall be developed by each local school or agency to provide specific information regarding:

(1) The working and hiring conditions for various tribal jurisdictions and Bureau locations;

(2) The need for all education personnel to adapt to local situations; and

(3) The requirement of all education personnel to comply with and support duly adopted school board policies, including those relating to tribal culture or languages.

(4) Contract Renewal

(5) Working Conditions

(6) Employee Benefits

(7) Employee Rights

(8) General Information

C. Job Category Descriptions. All contract employee shall be provided with a position description. Current position descriptions for vacant positions and status quo employees who convert to contract may be used for descriptions of duties. The front sheet, Standard Form 8, will be removed and replaced by the cover sheet for contract positions. (See Illustration 29).

(1) Contract positions are exempt from General Schedule Classification.

(2) A complete copy of the position description will be distributed as follows:

- (a) Employee
- (b) Supervisor
- (c) Administrative File
- (d) Official Personnel Folder

(3) The school supervisor, the Agency Superintendent for Education or the Area Education Programs Administrator will determine the proper category for the position. The school supervisor will develop new position descriptions using existing job categories and in accordance with the needs of the local education program. Such changes will be reviewed and approved by the Agency Superintendent for Education or the Area Education Programs Administrator for categorization purposes before being placed into effect.

D. Selective Placement Factors. The Education position categories and qualification handbook provide the basic qualifications requirements for positions filled in the education personnel system. Every applicant who meets the applicable standard is considered basically qualified for the position.

(1) There may be instances, however, when a particular job or job environment will necessitate an additional basic qualification requirement that must be met if satisfactory performance is expected upon appointment of a candidate to the job. For example, a supervisor has determined that an incumbent must be fluent in a language other than English, in order to perform the duties and responsibilities of the position. This additional essential requirement is referred to as a "selective placement factor" and as such becomes part of the requirement for determining basic qualification. Candidates who do not meet the established selective placement factor will not be qualified for the specific position to be filled even though he/she meets the other requirements of the standard.

(2) School supervisors are responsible for ensuring that the use of a selective placement factor is properly documented and approved prior to use in recruiting. Proper documentation is a written narrative justification describing why the selective placement factor is essential and showing the relationship to the actual duties of the specific job to be filled.

(3) A selective placement factor is rarely used and only two selective placement factors may be used per job category unless additional selective factors are specifically approved by the Director. Use of a selective placement factor to require additional years of experience or education is prohibited. Use of selective placement factors requires advertisement and a description of the factor must be clearly identified in the vacancy announcement.

(4) Agency Superintendents for Education and Area Education Program Administrators will be responsible for determining the validity of the selective placement factors and approving the use of the selective placement factors prior to recruitment.

E. Processing Personnel Actions. Personnel actions shall be processed in exactly the same manner as all other actions, using the following examples (See reverse side of each SF-52 example for codes and remarks):

(1) Excepted Appointments:

Example #1 through #7 for initial excepted appointments:

- (a) Example #1: For Year Long Contract
- (b) Example #2: For School Term Contract
- (c) Example #3: For Provisional Contract
- (d) Example #4: For Part Time Appointment
- (e) Example #5: For Intermittent Appointment
- (f) Example #6: For Temporary Contract
- (g) Example #7: For Short Term Contract

(2) Conversion of Existing Appointments:

(a) Example #8: For employees converting from status quo position to a contract position.

(b) Example #9: For employees issued a short term contract for summer employment or workshop immediately preceding a school term contract.

(c) Example #9A: For employees converting back to base position from a short term contract used for summer employment or workshop.

(d) Example #10: For employees converting from one contract to another contract position in education.

(e) Example #11: For employees contract renewal action.

(f) Example #12: For temporary advancement of an employee from his/her base position to a higher pay level position.

(g) Example #12A: For employees converting back to base position to base position from temporary advancement.

(h) Example #13: For detail of an employee from his/her base position.

(i) Example #13A: For employees converting back to base position from a detail.

(j) Example #14: Resignation

(k) Example #15: Death

F. Conditional Appointments.

(1) If an individual from the local level has filed at both the national and local level, and is selected for appointment, such appointment shall be a conditional appointment for ninety (90) days. During that period, the individual's application and background shall be examined to determine if there is a more qualified individual for the position.

(2) Upon appointment, the individual's name will immediately be forwarded to the Director, who will verify eligibility at the national level. If the individual has eligibility at both levels, a determination will be made by the Director whether or not a more qualified individual is to be appointed to the position.

(3) If eligibility at both levels is not verified as claimed, the appointed individual may be disciplined or discharged at the Director's discretion.

(4) Termination of this appointment is not appealable or grievable.

G. Re-employed Annuitants.

(1) A re-employed annuitant may be appointed for a special project or a program need. Such appointment may be made with school board consultation and approval of the ASE or AEPA.

(2) The salary of a re-employed annuitant shall be adjusted in accordance with the amount of his/her annuity. A copy of the statement from the Office of Personnel Management (OPM) Retirement Division listing the monthly annuity rate must be provided to the Personnel Office.

(3) An employee who retired under involuntary retirement is not considered a re-employed annuitant. Normal recruitment requirements must be followed in making this type of reappointment. The contract may be short term, school year or year long.

H. Post Audits. The Area Personnel Office shall be responsible for:

(1) Processing all Personnel actions to payroll.

(2) Providing technical advice and assistance in all areas of personnel.

(3) Maintenance of Official Personnel Folders.

(4) Post Audit review of all initial appointments, conversions, transfers, promotions and reassignments.

(a) The post audit will consist of a careful review of all pertinent documents relating to pay and qualifications for contract employees to ensure proper pay levels/increments are assigned and that the employee is fully qualified according to all requirements of the Job Categories Handbook.

(b) Education staff must submit all necessary personnel documents to the Area Personnel Office at least three days after the effective date of an initial appointment and a minimum of seven work days prior to the effective date for any other personnel action such as details and temporary advancement.

(c) The post audit must be completed within 20-30 days after an initial appointment or transfer. In cases of a dispute over qualifications, job categories or pay levels/increments, the appropriate education appointing authority may make the appointment and personnel will process the action to payroll. The resolution of the dispute should be made between the Area Personnel Office and the education appointing authority. In the event the dispute cannot be resolved at the local level, either or both parties may appeal to the Director, OIEP, for final resolution. Appropriate documentation and narrative must be provided to show the rationale for each determination. The Director shall respond within 45 days of receipt of the appeal(s).

(d) No pay changes shall be made prior to the date of the final resolution. Pay changes which involve an increase shall be retroactive to the date of appropriate contract. If the pay changes involve a decrease, the pay changes are to be effective the date of the Director's resolution. The overpayment from contract period to date of the Director's resolution shall be considered an administrative error and the employee may request a waiver for any overpayment through the appropriate education appointing authority and Area Personnel Office to the Branch of Pay Liaison in Albuquerque.

(e) In every case that an employees' pay level is increased or decreased, the employee must be notified of the specific reasons within seven days of a decision to make a change. Area Personnel Officer's must notify the appropriate education appointing authority in a timely manner in order for Education staff to notify the employee.

(f) Post audit on a current contract employee who is advanced, transferred or reassigned will be done on the selection process only. The post audit will not go back to the initial contract.

I. Separation. Upon separation of a contract employee, a Standard Form 52, Request for Personnel Action, must be completed and submitted to the Area Personnel Office before the effective date of the separation. Upon entrance into a non-pay status, which will exceed seven (7) calendar days, or a separation, the employee shall be issued an SF-8. (See examples of SF-52 actions at the end of this Appendix.)

J. Final Salary Clearance. Before final salary payment can be made, employee must be cleared of accountability for government property and/or indebtedness to the United States.

(1) In compliance with 42 BIAM 6.4, the school or Agency for which the separating employee worked shall initiate Final Salary Clearance. See Illustration 23. This form will be initiated on the employee's last day of duty and will be routed through appropriate branches to ascertain if any property or other indebtedness is due the U.S. Government. After clearing the appropriate branches, the form will be forwarded, with the final Time and Attendance Report form to: Branch of Finance and Accounting, Cash Management Section, P.O. Box 127, Albuquerque, NM 87103, only when there is an outstanding debt.

(2) Each item of the form must be completed. Surnames, not initials, are required and must be legible.

1. Request Number

2. Request Number

3. Proposed Effective Date

4. Action Requested By (Typed Name, Title, Signature, and Request Date)

5. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1 Show all dates in month/day/year order)

6. Name (Last, First, Middle)

7. Social Security Number

8. Date of Birth

9. Effective Date

First Action		Second Action	
Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
171 I	EXCEPTED APPT. NTE (DATE)		
Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
ZLM	P.L. 95-561		
Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

10. FROM: Position Title and Number

11. TO: Position Title and Number

16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
					PH

12. Name and Location of Position's Organization

13. Name and Location of Position's Organization

Employee Data

14. Veterans Preference

15. 24. Tenure

16. 25. Agency Use

17. 26. Veterans Preference for RIF

18. EGU

19. 28. Annuitant Indicator

20. 29. Pay Rate Determinant

21. Retirement Plan

22. 31. Service Comp. Date (Leave)

23. 32. Work Schedule

24. 33. Part-Time Hours

Position Data

25. Position Occupied

26. 35. FLSA Category

27. 36. Appropriation Code

28. 37. Bargaining Unit Status

29. Duty Station Code

30. 38. Duty Station (City-County-State or Overseas Location)

31. Agency Data

32. 41.

33. 42.

34. 43.

35. 44.

36. Educational Level

37. 46. Year Degree Attained

38. 47. Academic Discipline

39. 48. Functional Class

40. 49. Citizenship

41. 50. Vietnam Era Vet

42. 51. Supervisory Status

PART C - Reviews and Approval (Not to be used by requesting office)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

43. Approval: I certify that the information entered on this form is accurate and that a proposed action is in compliance with statutory and regulatory requirements.

44. Signature

45. Approval Date

PART D - Remarks by Requesting Office

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
 If "YES", please state these facts on a separate sheet and attach to SF 52.)

 YES NO

62 BIAM 11
 Appendix E
 Example 1
 Page 2 of 2

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should receive or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F - Remarks for SF 50

2 SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level),
 (Date of Certificate)
 1 APPOINTMENT AFFIDAVIT EXECUTED (Date Sworn In)
 3 YEAR LONG CONTRACT
 5 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending date)
 7 ELIGIBLE FOR RETIREMENT, FEGLI, AND HEALTH BENEFITS
 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE
 AS DEFINED BY THE SECRETARY OF INTERIOR.
 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL TERM.
 EMPLOYEE ENTITLED TO _____ HOURS OF VACATION LEAVE.
 SUBJECT TO COMPLETION OF _____ YEARS PROBATIONARY PERIOD.
 (If Applicable) POSITION SUBJECT TO DRUG TESTING.

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENT/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 2, 22, 34, 35, 36 and 39)

1. Actions Requested
EXCEPTED APPT. NTE (1 YEAR) (FOR SCHOOL TERM CONTRACT)

2. Request Number

3. Additional Information Call (Name and Telephone Number)

4. Proposed Effective Date

5. Action Requested By (Typed Name, Title, Signature, and Request Date)

6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1 Show all dates in month day year order)

1. Name (Last, First, Middle)
ZLM

2. Social Security Number

3. Date of Birth

4. Effective Date

First Action

5-A. Code: 171 I

5-B. Nature of Action: EXCEPTED APPT. NTE (DATE)

5-C. Code: ZLM

5-D. Legal Authority: P.L. 96-561

5-E. Code

5-F. Legal Authority

Second Action

6-A. Code

6-B. Nature of Action

6-C. Code

6-D. Legal Authority

6-E. Code

6-F. Legal Authority

7. FROM: Position Title and Number

15. TO: Position Title and Number

9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis
16. Pay Plan: CY	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award
				21. Pay Basis: PH

4. Name and Location of Position's Organization

22. Name and Location of Position's Organization

Employee Data

Veterans Preference: 1-None, 2-5 Pt., 3-10 Pt. Disab., 4-10 Pt. Comp., 5-10 Pt. Other, 6-10 Pt./30% Comp.

FEGLI

Retirement Plan

24. Tenure: 0-None, 1-Permanent, 2-Conditional, 3-Indefinite

25. Agency Use

26. Veterans Preference for PAF: YES NO

26. Annuitant Indicator: 1-Reempl. Ann-CS, 2-RETO, 3-RETM, 4-RETO & CS, 5-RETM & CS, 9-Not Applicable

28. Pay Rate Determinant

31. Service Comp. Date (Leave)

32. Work Schedule: G, F-Full-time, P-Part-time, I-Intermittent, J-WT Seasonal, K-FT Seasonal, L-FT On Call, M-PT Seasonal, N-PT On Call

33. Part-Time Hours: Per Biweekly Pay Period

Position Data

Position Occupied: 2, 1-Competitive Service, 2-Excepted Service, 3-SES General, 4-SES Career Reserved

35. FLSA Category: E-Exempt, N-Nonexempt

36. Appropriation Code

37. Bargaining Unit Status

Duty Station Code

38. Duty Station (City-Country-State or Overseas Location)

Agency Data

41.

42.

43.

44.

Educational Level

46. Year Degree Attained

47. Academic Discipline

48. Functional Class

49. Citizenship: 1-USA, 8-Other

50. Vietnam Era Vet: V-Yes, N-No

51. Supervisory Status

PART C - Reviews and Approval (Not to be used by requesting office)

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.

Signature

Approval Date

PART D—Remarks by Requesting Office

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

 YES NO

62 BIAM 11
Appendix
Example
Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should receive or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F—Remarks for SF 50

2 SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level),
(Date of Certificate)

1 APPOINTMENT AFFIDAVIT EXECUTED (Date Sworn In)

4 SCHOOL TERM CONTRACT

5 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)

7 ELIGIBLE FOR RETIREMENT, FEGLI, AND HEALTH BENEFITS

1 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE
SECRETARY OF INTERIOR.

4 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL TERMS.

2 SUBJECT TO COMPLETION OF _____ YEARS PROBATIONARY PERIOD.

5 EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) AND WILL BE PLACED BACK IN
PAY STATUS ON (Date)

1 (If Applicable) POSITION SUBJECT TO DRUG TESTING.

Remarks ARE Subject to change and all Appointment/Conversions Subject to Post Audit by the
Serving Personnel Office.)

Actions Requested EXCEPTED APPT. NTE (1 YEAR) (FOR PROVISIONAL CONTRACT)	2. Request Number
Personal Information Call (Name and Telephone Number)	4. Proposed Effective Date
Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292-1 Show all dates in month day year order)

Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
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First Action		Second Action	
A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
7. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
8. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

FROM: Position Title and Number	15. TO: Position Title and Number
---------------------------------	-----------------------------------

Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
											PH

16. Name and Location of Position's Organization	22. Name and Location of Position's Organization
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Employee Data

Veterans Preference <input type="checkbox"/> 1—None <input type="checkbox"/> 3—10 Pt. Disab. <input type="checkbox"/> 5—10 Pt. Other <input type="checkbox"/> 2—6 Pt. <input type="checkbox"/> 4—10 Pt. Comp. <input type="checkbox"/> 6—10 Pt./30% Comp.	24. Tenure <input type="checkbox"/> 0—None <input type="checkbox"/> 2—Conditional <input type="checkbox"/> 1—Permanent <input type="checkbox"/> 3—Indefinite	25. Agency Use <input type="checkbox"/>	26. Veterans Preference for RIF <input type="checkbox"/> YES <input type="checkbox"/> NO
FEGLI <input type="checkbox"/>	28. Annuitant Indicator <input type="checkbox"/> 1—Reempl. Ann-CS <input type="checkbox"/> 3—RETM <input type="checkbox"/> 5—RETM & CS <input type="checkbox"/> 2—RETO <input type="checkbox"/> 4—RETO & CS <input type="checkbox"/> 6—Not Applicable		29. Pay Rate Determinant <input type="checkbox"/>
Retirement Plan <input type="checkbox"/>	31. Service Comp. Date (Leave)	32. Work Schedule <input type="checkbox"/> I—Intermittent <input type="checkbox"/> J—RIT Seasonal <input type="checkbox"/> F—Full-time <input type="checkbox"/> G—FT Seasonal <input type="checkbox"/> H—FT On Call <input type="checkbox"/> P—Part-time <input type="checkbox"/> O—PT Seasonal <input type="checkbox"/> R—PT On Call	33. Part-Time Hours <input type="checkbox"/> Per Biweekly Pay Period

Position Data

Position Occupied <input type="checkbox"/> 1—Competitive Service <input type="checkbox"/> 3—SES General <input type="checkbox"/> 2—Excepted Service <input type="checkbox"/> 4—SES Career Reserved	35. FLSA Category <input type="checkbox"/> E—Exempt <input type="checkbox"/> N—Nonexempt	36. Appropriation Code	37. Bargaining Unit Status
Duty Station Code		38. Duty Station (City—County—State or Overseas Location)	

Agency Data	41.	42.	43.	44.
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Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship	50. Vietnam Era Vet	51. Supervisory Status
				<input type="checkbox"/> 1—USA <input type="checkbox"/> 8—Other	<input type="checkbox"/> V—Yes <input type="checkbox"/> N—No	

PART C - Reviews and Approval (Not to be used by requesting office)

I. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature	Approval Date
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PART E—Employee Resignation/Retirement

Privacy Act Statement

are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

MAY BE FOR SCHOOL TERM OR YEAR LONG)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level), (Date of Certificate)

APPOINTMENT AFFIDAVIT EXECUTED (Date Sworn In)

YEAR LONG CONTRACT /or/ * YS4 SCHOOL TERM CONTRACT

CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)

ELIGIBLE FOR RETIREMENT, FEGLI, HEALTH BENEFITS

(If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR.

APPLICANT MUST DEMONSTRATE SATISFACTORY PROGRESS TOWARD FULL QUALIFICATION STANDARDS, FAILURE TO WORK TOWARD AND SHOW SATISFACTORY PROGRESS WILL BE REASON FOR NON-RENEWAL OF APPOINTMENT OR TERMINATION OF CURRENT APPOINTMENT ON OR BEFORE THE BEGINNING OF THE School Year.

APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL YEARS

SUBJECT TO COMPLETION OF _____ YEARS PROBATIONARY PERIOD.

EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) AND WILL BE PLACE BACK IN PAY-STATUS ON (Date)

POSITION SUBJECT TO DRUG TESTING (If Applicable).

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE MANAGING PERSONNEL OFFICE.)

PART D - Remarks by Requesting Office

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES NO

62 BIAM 11
Appendix
Example
Page 2 of 2

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

This information is requested under authority of sections 301, 3301, and 8506 of the 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

(May be year long or school term)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F - Remarks for SF 50

- 2 SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level), (Date of Certificate)
- 01 APPOINTMENT AFFIDAVIT EXECUTED (Date Sworn In)
- 03 YEAR LONG CONTRACT /or/ YS4 SCHOOL TERM CONTRACT
- 05 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)
- 01 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF THE INTERIOR.
- 04 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL TERMS
- 07 ELIGIBLE FOR RETIREMENT, FEGLI, AND HEALTH BENEFITS
- 02 SPECIFY TOUR OF DUTY (Not Less than 16 Hours Per week or more than 32 Hours per week)
- 02 SUBJECT TO COMPLETION OF _____ PROBATIONARY PERIOD.
- 05 EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) AND WILL BE PLACED BACK IN PAY-STATUS ON (Date)
- 01 POSITION SUBJECT TO DRUG TESTING (If Applicable).

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENT/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office <small>Also complete Part B items 1, 2, 3, 13, 16 and 19.</small>	
1. Action Requested EXCEPTED APPT. NTE (END OF CONTRACT DATE) (FOR INTERMITTENT APPT.; SCHOOL TERM OR YEAR LONG CONTRACTS)	2. Request Number
3. Personnel Information Call (Name and Telephone Number)	4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 <small>(Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)</small>			
1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date

First Action		Second Action	
5-A. Code 171 I	5-B. Nature of Action EXCEPTED APPT. NTE (Date)	6-A. Code	6-B. Nature of Action
5-C. Code ZLM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number						15. TO: Position Title and Number					
8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis PH

14. Name and Location of Position's Organization						22. Name and Location of Position's Organization					
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Employee Data				24. Tenure				25. Agency Use		26. Veterans Preference for PAF	
1—None 3—10 Pt. Disab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.				0—None 2—Conditional 1—Permanent 3—Indefinite				<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
FEGLI Retirement Plan				28. Annuity Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 6—Not Applicable				29. Pay Rate Determinant <input type="checkbox"/>			
31. Service Comp. Date (Leave) <input type="checkbox"/>				32. Work Schedule I—Intermittent J—MT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time Q—PT Seasonal R—PT On Call				33. Part-Time Hours <input type="checkbox"/> Per Weekly Pay Period			

Position Data		36. FLSA Category		38. Appropriation Code		37. Bargaining Unit Status	
1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved		E—Exempt N—Nonexempt		<input type="checkbox"/>		<input type="checkbox"/>	
Duty Station Code				39. Duty Station (City—County—State or Overseas Location)			

Agency Data		41.		42.		43.		44.	
Educational Level		46. Year Degree Attained		47. Academic Discipline		48. Functional Class		49. Citizenship	
								50. Vietnam Era Vet 51. Supervisory Status <input type="checkbox"/> 1—USA 8—Other <input type="checkbox"/> V—Yes N—No	

PART C—Reviews and Approval <small>(Not to be used by requesting office.)</small>					
1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature _____ Approval Date _____
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to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES

NO

RT E—Employee Resignation/Retirement

Privacy Act Statement

are requested to furnish a specific reason for your resignation or retirement forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should receive or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Information is requested under authority of sections 301, 3301, and 8506 of U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

(* Substitute appointments, school term or year long contracts)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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RT F—Remarks for SF 50

SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level), (Date of Certificate)

APPOINTMENT AFFIDAVIT EXECUTED (Date Sworn In)

YEAR LONG CONTRACT /or/ YS4 SCHOOL TERM CONTRACT

CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)

(If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR

INELIGIBLE FOR CS RETIREMENT AND FEGLI & LEAVE.

INELIGIBLE FOR HEALTH BENEFITS.

YOU MUST NOT WORK PAST (Date) /or/ YR4 APPT MAY BE RENEWED FOR SUBSEQUENT SCH. TERMS.

INTERMITTENT EMPLOYEE WILL BE SUBJECT TO CALL AND WILL HAVE NO PRESCHEDULED TOUR OF DUTY.

POSITION SUBJECT TO DRUG TESTING (If Applicable)

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 2, 22, 32, 33, 36, and 39)

Actions Requested EXCEPTED APPT NTE (1 YEAR) (FOR TEMPORARY CONTRACT)		2. Request Number
Personal Information Call (Name and Telephone Number)		4. Proposed Effective Date
Action Requested By (Typed Name, Title, Signature, and Request Date)		6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1 Show all dates in month-day-year order)

Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
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First Action		Second Action	
1. Code 71 I	5-B. Nature of Action EXCEPTED APPT. NTE (Date)	6-A. Code	6-B. Nature of Action
5. Code LM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
5. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

FROM: Position Title and Number	15. TO: Position Title and Number
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7. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
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Name and Location of Position's Organization	22. Name and Location of Position's Organization
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Employee Data				24. Tenure	25. Agency Use	26. Veterans Preference for RIF
27. Veterans Preference 1—None 3—10 Pt. Disab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.				0—None 2—Conditional 1—Permanent 3—Indefinite		<input type="checkbox"/> YES <input type="checkbox"/> NO
EGU				28. Annuitant Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable	29. Pay Rate Determinant	
30. Retirement Plan			31. Service Comp. Date (Leave)	32. Work Schedule I—Intermittent J—INT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time Q—PT Seasonal R—PT On Call	33. Part-Time Hours Per Biweekly Pay Period	

Position Data			35. FLSA Category E—Exempt N—Nonexempt	36. Appropriation Code	37. Bargaining Unit Status
34. Position Occupied 1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved			38. Duty Station (City—County—State or Overseas Location)		

Agency Data		41.	42.	43.	44.
Educational Level		46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1—USA 8—Other
				50. Vietnam Era Vet V—Yes N—No	51. Supervisory Status

PART C - Reviews and Approval (Not to be used by requesting office)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.	Signature	Approval Date
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PART D - Remarks by Requesting Office

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES

NO

62 BIAM 11
Appendix
Example
Page 2 of 2

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should receive or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Year long or school term) (No benefits - No leave)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F - Remarks for SF 50

- 2 SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level), (Date of Certificate)
- 01 APPOINTMENT AFFIDAVIT EXECUTED (Date sworn In)
- 03 YEAR LONG CONTRACT /or/ YS4 SCHOOL TERM CONTRACT.
- 05 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)
- 01 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR.
- 01 INELIGIBLE FOR RETIREMENT AND FEGLI & LEAVE.
- 03 INELIGIBLE FOR HEALTH BENEFITS
- 5 YOU MUST NOT WORK PAST (Date)
- 1 POSITION SUBJECT TO DRUG TESTING (If Applicable)

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 7, 22, 32, 33, 36 and 39.)

1. Action Requested
EXCEPTED APPT. NTE (END OF CONTRACT DATE) (FOR SHORT-TERM CONTRACTS)

2. Request Number

3. Additional Information Call (Name and Telephone Number)

4. Proposed Effective Date

5. Action Requested By (Typed Name, Title, Signature, and Request Date)

6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292-1. Show all dates in month/day/year order.)

1. Name (Last, First, Middle)

2. Social Security Number

3. Date of Birth

4. Effective Date

First Action		Second Action	
5-A. Code 171 I	5-B. Nature of Action EXCEPTED APPT. NTE (Date)	6-A. Code	6-B. Nature of Action
5-C. Code ZLM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number

15. TO: Position Title and Number

8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis

4. Name and Location of Position's Organization

22. Name and Location of Position's Organization

Employee Data

Veterans Preference
 1—None 3—10 Pt. Disab. 5—10 Pt. Other
 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.

24. Tenure
 0—None 2—Conditional
 1—Permanent 3—Indefinite

25. Agency Use

26. Veterans Preference for PIF
 YES NO

FEGLI

28. Annuitant Indicator
 1—Reempl. Ann-CS 3—RETM 5—RETM & CS
 2—RETO 4—RETO & CS 6—Not Applicable

29. Pay Rate Determinant

Retirement Plan

31. Service Comp. Date (Leave)

32. Work Schedule
 1—Intermittent J—INT Seasonal
 F—Full-time G—FT Seasonal H—FT On Call
 P—Part-time Q—PT Seasonal R—PT On Call

33. Part-Time Hours
Per Biweekly Pay Period

Position Data

Position Occupied
 1—Competitive Service 3—SES General
 2—Excepted Service 4—SES Career Reserved

35. FLSA Category
 E—Exempt
 N—Nonexempt

36. Appropriation Code

37. Bargaining Unit Status

Duty Station Code

38. Duty Station (City—County—State or Overseas Location)

Agency Data

41. 42. 43. 44.

Educational Level

46. Year Degree Attained

47. Academic Discipline

48. Functional Class

49. Citizenship
 1—USA 8—Other

50. Vietnam Era Vet
 V—Yes N—No

51. Supervisory Status

PART C—Reviews and Approval (Not to be used by requesting office.)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that a proposed action is in compliance with statutory and regulatory requirements.

Signature

Approval Date

PART D—Remarks by Requesting Office

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES

NO

62 BIAM 11
Appendix
Example
Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of the U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3 Your Signature	4 Date Signed	5 Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

2 SELECTED FROM (Certificate #), (PAY PLAN AND OCCUPATION CODE AND LEVEL), (DATE OF CERTIFICATE)

1 APPOINTMENT AFFIDAVIT EXECUTED (DATE SWORN IN)

2 SHORT-TERM CONTRACT

5 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)

1 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR.

1 INELIGIBLE FOR CS RETIREMENT AND FEGLI & LEAVE.

3 INELIGIBLE FOR HEALTH BENEFITS

6 SHORT-TERM APPONTMENT TERMINATES (Date)

1 POSITION SUBJECT TO DRUG TESTING (If Applicable)

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE).

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B Items 1, 2, 22, 32, 33, 36 and 39)

1. Action Requested: **CONVERSION (FROM STATUS QUO TO CONTRACT POSITION)**

2. Request Number: _____

3. Personal Information Call (Name and Telephone Number): _____

4. Proposed Effective Date: _____

5. Action Requested By (Typed Name, Title, Signature, and Request Date): _____

6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date): _____

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1 Show all dates in month day year order)

Name (Last, First, Middle): _____

2. Social Security Number: _____

3. Date of Birth: _____

4. Effective Date: _____

First Action		Second Action	
A. Code 071	5-B. Nature of Action CONVERSION TO EXC.APPT. NTE (Date)	6-A. Code	6-B. Nature of Action
C. Code LM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

FROM: Position Title and Number: _____

15. TO: Position Title and Number: _____

16. Pay Plan PS	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis PA
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22. Name and Location of Position's Organization: _____

Employee Data

24. Tenure: 0—None 2—Conditional 1—Permanent 3—Indefinite

25. Agency Use: _____

26. Veterans Preference for PAF: YES NO

28. Annuitant Indicator: 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable

29. Pay Rate Determinant: _____

32. Work Schedule: F—Full-time I—Intermittent J—INT Seasonal P—Part-time G—FT Seasonal H—FT On Call Q—PT Seasonal R—PT On Call

33. Part-Time Hours: _____ Per Biweekly Pay Period

Position Data

31. Service Comp. Date (Leave): _____

35. FLSA Category: E—Exempt N—Nonexempt

36. Appropriation Code: _____

37. Bargaining Unit Status: _____

39. Duty Station (City—County—State or Overseas Location): _____

40. Birth Date	41. _____	42. _____	43. _____	44. _____	
46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1—USA 8—Other	50. Vietnam Era Vet V—Yes N—No	51. Supervisory Status

C—Reviews and Approval (Not to be used by requesting office)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.

Signature: _____ Approval Date: _____

PART D. Remarks by Requesting Office

YES

NO

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

62 BIAM 11
Appendix
Example 8
Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

12 SELECTED FROM (Certificate #), (PAY PLAN AND OCCUPATION CODE AND LEVEL), (DATE OF CERTIFICATE)
 G1 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR.
 R2 SICK LEAVE ACCURED UNDER 5 U.S.C. CHAPTER 63, TO BE TRANSFERRED TO LEAVE SYSTEM ESTABLISHED UNDER P.L. 95-561.
 R4 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL YEARS.
 R5 CONTRACT COVERS PERIOD _____ TO _____
 S4 SCHOOL TERM CONTRACT /or/ YS3 YEAR LONG CONTRACT
 45 (If Applicable) EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) AND WILL BE PLACED BACK IN PAY STATUS ON (Date)
 C7 ELIGIBLE FOR RETIREMENT, FEGLI, AND HEALTH BENEFITS BASED ON CONTINUITY OF SERVICE.

REMARKS ARE SUBJECT OF CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 2, 22, 42, 43, 36 and 39)

1. Action Requested		2. Request Number
CONVERSION (SHORT-TERM CONTRACT) (USE TO EXTEND CURRENT CONTRACT)		4. Proposed Effective Date
Additional Information Call (Name and Telephone Number)		
5. Action Requested By (Typed Name, Title, Signature, and Request Date)		6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)
THIS WOULD BE USED TO CONVERT A CURRENT CONTRACT TO SHORT TERM. IF YOU HAVE ALREADY PLACED AN EMPLOYEE IN NON-PAY, PLACE BACK INTO PAY-STATUS AND PROCESS SHORT TERM. USE THE Y45 CODE, ETC. TO PLACE INTO NON-PAY AND BACK INTO PAY.		

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle)		2. Social Security Number	3. Date of Birth	4. Effective Date							
First Action											
5-A. Code	5-B. Nature of Action										
571 H	CONVERSION TO EXC. APPT NTE (DATE)										
5-C. Code	5-D. Legal Authority										
ZLM	P.L. 95-561										
5-E. Code	5-F. Legal Authority										
Second Action											
6-A. Code	6-B. Nature of Action										
6-C. Code	6-D. Legal Authority										
6-E. Code	6-F. Legal Authority										
7. FROM: Position Title and Number			15. TO: Position Title and Number								
8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
14. Name and Location of Position's Organization						22. Name and Location of Position's Organization					

Employee Data					
24. Tenure		25. Agency Use		26. Veterans Preference for RIF	
0—None 2—Conditional 1—Permanent 3—Indefinite		<input type="checkbox"/> YES <input type="checkbox"/> NO			
28. Annuitant Indicator		29. Pay Rate Determinant			
1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable					
31. Service Comp. Date (Leave)		32. Work Schedule		33. Part-Time Hours	
		1—Intermittent J—INT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time Q—PT Seasonal R—PT On Call		Per Monthly Pay Period	
Position Data					
35. FLSA Category		36. Appropriation Code		37. Bargaining Unit Status	
1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved E—Exempt N—Nonexempt					
38. Duty Station (City—County—State or Overseas Location)					
Agency Data					
41.		42.		43.	
44.		45.		46.	
48. Year Degree Attained		47. Academic Discipline		48. Functional Class	
				49. Citizenship	
				1—USA 8—Other V—Yes N—No	

RT C—Reviews and Approval (Not to be used by requesting office)					
Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		
Approval: I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.			Signature		Approval Date

PART D- Remarks by Requesting Office

 YES NO

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

62 BIAM 11
Appendix
Example
Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F—Remarks for SF 50

X12 (If SELECTED FROM ADVERTISED SHORT-TERM POSITION) SELECTED FROM CERTIFICATE #), (PAY PLAN AND OCCUPATION CODE AND LEVEL), (DATE OF CERTIFICATE)

304 INELIGIBLE FOR LEAVE

TS2 SHORT-TERM CONTRACT

TS5 YOU MUST NOT WORK PAST (Date)

ZZ5 HEALTH BENEFIT COVERAGE WILL CONTINUE DURING THIS PERIOD. DEDUCTIONS WERE PRORATED DURING THE CONTRACT YEAR.

RS CONTRACT COVERS (Beginning Date) TO (Ending Date)

ZZ EMPLOYEE WILL BE SUBJECT TO RETIREMENT DEDUCTIONS DURING THIS CONTRACT PERIOD.

ZZ LIFE INSURANCE DEDUCTIONS WILL BE BASED ON THE RATE OF THE SHORT-TERM CONTRACT (If Applicable).

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B Items 1, 7, 22, 32, 33, 36 and 39.)

1. Action Requested CONVERSION (FOR EMPLOYEES ISSUED SHORT-TERM CONTRACT TO CONVERT BACK TO BASE POSITION)		2. Request Number
3. Personal Information Call (Name and Telephone Number)		4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)		6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
-------------------------------	---------------------------	------------------	-------------------

First Action		Second Action	
5-A. Code 571	5-B. Nature of Action CONVERSION TO EXC. APPT. NTE (Date)	6-A. Code	6-B. Nature of Action
5-C. Code ZLM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number (SHORT-TERM APPOINTMENT)	15. TO: Position Title and Number (BASE POSITION)
--	--

8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
-------------	--------------	--------------------	------------------	------------	---------------	--------------	---------------	--------------------	------------------	------------------	---------------

14. Name and Location of Position's Organization	22. Name and Location of Position's Organization
--	--

Employee Data

3. Veterans Preference 1—None 3—10 Pt. Disab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.	24. Tenure 0—None 2—Conditional 1—Permanent 3—Indefinite	25. Agency Use	26. Veterans Preference for RIF YES NO
7. FEGLI	28. Annuitant Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable	29. Pay Rate Determinant	
1. Retirement Plan	31. Service Comp. Date (Leave)	32. Work Schedule I—Intermittent J—INT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time O—PT Seasonal R—PT On Call	33. Part-Time Hours Per Biweekly Pay Period

Position Data

Position Occupied 2 1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved	35. FLSA Category E—Exempt N—Nonexempt	36. Appropriation Code	37. Bargaining Unit Status
Duty Station Code	38. Duty Station (City—County—State or Overseas Location)		

Agency Data	41.	42.	43.	44.
Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1—USA 8—Other
				50. Vietnam Era Vet V—Yes N—No
				51. Supervisory Status

PART C - Reviews and Approval (Not to be used by requesting office.)

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		
Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.			Signature		Approval Date

ART D Remarks by Requesting Office

YES

NO

ote to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

62 BIAM 11
Appendix 7
Example 9A
Page 2 of 2

ART E--Employee Resignation/Retirement

Privacy Act Statement

u are requested to furnish a specific reason for your resignation or retirement
d a forwarding address. Your reason may be considered in any future decision
arding your re-employment in the Federal service and may also be used to
termine your eligibility for unemployment compensation benefits. Your forward-
; address will be used primarily to mail you copies of any documents you should
ve or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their
records, while section 8506 requires agencies to furnish the specific reason for ter-
mination of Federal service to the Secretary of Labor or a State agency in connec-
tion with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may
result in your not receiving: (1) your copies of those documents you should have;
(2) pay or other compensation due you; and (3) any unemployment compensation
benefits to which you may be entitled.

is information is requested under authority of sections 301, 3301, and 8506 of
s 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generaliza-
ions. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

ART F--Remarks for SF 50

NO REQUIRED REMARKS NECESSARY)

ZZ FROM SHORT-TERM CONTRACT

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 2, 3, 11, 16 and 19)

1. Action Requested CONVERSION (FROM ONE CONTRACT POSITION TO ANOTHER)		2. Request Number
3. Personal Information Call (Name and Telephone Number)		4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)		6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 242-1. Show all dates in month/day/year order)

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
-------------------------------	---------------------------	------------------	-------------------

First Action		Second Action	
A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
571 H	CONV. TO EXC.APPT. NTE (Date)		
C. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
1LM	P.L. 95-561		
E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

14. FROM: Position Title and Number EDUCATION AID	15. TO: Position Title and Number BUSINESS TECHNICIAN																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Pay Plan</th> <th>9. Occ. Code</th> <th>10. Grade or Level</th> <th>11. Step or Rate</th> <th>12. Salary</th> <th>13. Pay Basis</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>16. Pay Plan</th> <th>17. Occ. Code</th> <th>18. Grade or Level</th> <th>19. Step or Rate</th> <th>20. Salary/Award</th> <th>21. Pay Basis</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis						
Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis																				
16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis																				
21. Name and Location of Position's Organization	22. Name and Location of Position's Organization																								

23. Employee Data		24. Tenure	25. Agency Use	26. Veterans Preference for RIF
Veterans Preference <input type="checkbox"/> 1—None <input type="checkbox"/> 3—10 Pt. Disab. <input type="checkbox"/> 5—10 Pt. Other <input type="checkbox"/> 2—5 Pt. <input type="checkbox"/> 4—10 Pt. Comp. <input type="checkbox"/> 6—10 Pt./30% Comp.		<input type="checkbox"/> 0—None <input type="checkbox"/> 2—Conditional <input type="checkbox"/> 1—Permanent <input type="checkbox"/> 3—Indefinite	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> YES <input type="checkbox"/> NO
27. EGU		28. Annuitant Indicator	29. Pay Rate Determinant	
<input type="checkbox"/>		<input type="checkbox"/> 1—Reencl. Ann-CS <input type="checkbox"/> 3—RETM <input type="checkbox"/> 5—RETM & CS <input type="checkbox"/> 2—RETO <input type="checkbox"/> 4—RETO & CS <input type="checkbox"/> 9—Not Applicable	<input type="checkbox"/>	
30. Retirement Plan		31. Service Comp. Date (Leave)	32. Work Schedule	33. Part-Time Hours
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/> 1—Intermittent <input type="checkbox"/> J—INT Seasonal <input type="checkbox"/> F—Full-time <input type="checkbox"/> G—FT Seasonal <input type="checkbox"/> H—FT On Call <input type="checkbox"/> P—Part-time <input type="checkbox"/> Q—PT Seasonal <input type="checkbox"/> R—PT On Call	<input type="checkbox"/> Per Biweekly Pay Period
34. Position Data		35. FLSA Category	36. Appropriation Code	37. Bargaining Unit Status
<input type="checkbox"/> 1—Competitive Service <input type="checkbox"/> 3—SES General <input type="checkbox"/> 2—Excepted Service <input type="checkbox"/> 4—SES Career Reserved		<input type="checkbox"/> E—Exempt <input type="checkbox"/> N—Nonexempt	<input type="checkbox"/>	<input type="checkbox"/>
38. Duty Station Code		39. Duty Station (City—County—State or Overseas Location)		
<input type="checkbox"/>		<input type="checkbox"/>		

40. Agency Data		41.	42.	43.	44.
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45. Educational Level		46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1—USA <input type="checkbox"/> 8—Other
				50. Vietnam Era Vet	51. Supervisory Status
				<input type="checkbox"/> V—Yes <input type="checkbox"/> N—No	<input type="checkbox"/>

PART C - Reviews and Approval (Not to be used by requesting office)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.	Signature
	Approval Date

PART D Remarks by Requesting Office

YES

NO

Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

62 BIAM 1'
Appendix
Example 10
Page 2 of 2

PART E - Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F Remarks for SF 50

(12 SELECTED FROM (Certificate #), (Pay Plan and Occupation Code and Level), (Date of Certificate)

*YS3 YEAR LONG CONTRACT /or/ *YS4 SCHOOL TERM CONTRACT

(R4 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL YEARS

(R5 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)

(G1 (If Applicable) EMPLOYEE IS ENTITLED TO INDIAN PREFERENCE AS DEFINED BY THE SECRETARY OF INTERIOR.

(C7 ELIGIBLE FOR RETIREMENT, FEGLI, & HEALTH BENEFITS BASED ON CONTINUITY OF SERVICE.

(45 EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) AND WILL BE PLACED BACK IN PAY STATUS ON (Date)

REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE.)

Actions Requested

COMMISSION (CONTRACT RENEWAL)

For Additional Information Call (Name and Telephone Number)

2. Request Number

4. Proposed Effective Date

Action Requested By (Typed Name, Title, Signature, and Request Date)

6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B For Preparation of SF 50 (Use only codes in FPM Supplement 292. Show all dates in month day year order.)

Name (Last, First, Middle)

2. Social Security Number

3. Date of Birth

4. Effective Date

First Action

5-A. Code 5-B. Nature of Action

71 H CONV. TO EXC. APPT. NTE (DATE)

5-C. Code 5-D. Legal Authority

LM P.L. 95-561

5-E. Code 5-F. Legal Authority

Second Action

6-A. Code 6-B. Nature of Action

6-C. Code 6-D. Legal Authority

6-E. Code 6-F. Legal Authority

FROM: Position Title and Number

15. TO: Position Title and Number

9. Occ. Code 10. Grade or Level 11. Step or Rate 12. Salary 13. Pay Basis

16. Pay Plan 17. Occ. Code 18. Grade or Level 19. Step or Rate 20. Salary/Award 21. Pay Basis

Name and Location of Position's Organization

22. Name and Location of Position's Organization

Employee Data

Veterans Preference

1—None 3—10 Pt. Disab. 5—10 Pt. Other
2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.

24. Tenure

0—None 2—Conditional
1—Permanent 3—Indefinite

25. Agency Use

26. Veterans Preference for PIF

YES NO

EGJI

26. Annuitant Indicator

1—Reempl. Ann-CS 3—RETM 5—RETM & CS
2—RETO 4—RETO & CS 9—Not Applicable

29. Pay Rate Determinant

Retirement Plan

31. Service Comp. Date (Leave)

32. Work Schedule

I—Intermittent J—INT Seasonal
F—Full-time G—FT Seasonal H—FT On Call
P—Part-time Q—PT Seasonal R—PT On Call

33. Part-Time Hours

Per Biweekly Pay Period

Position Data

Position Occupied

1—Competitive Service 3—SES General
2—Excepted Service 4—SES Career Reserved

35. FLSA Category

E—Exempt
N—Nonexempt

36. Appropriation Code

37. Bargaining Unit Status

Any Station Code

38. Duty Station (City—County—State or Overseas Location)

Agency Data

41. 42. 43. 44.

Educational Level

46. Year Degree Attained 47. Academic Discipline 48. Functional Class 49. Citizenship

1—USA 8—Other

50. Vietnam Era Vet V—Yes N—No

51. Supervisory Status

PART C—Reviews and Approval (Not to be used by requesting office.)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.

Signature

Approval Date

PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES NO

62 BIAM
 Appendi
 Example 11
 Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

YC7 ELIGIBLE FOR RETIREMENT, FEGLI, & HEALTH BENEFITS BASED ON CONTINUITY OF SERVICE.
 YR4 APPOINTMENT MAY BE RENEWED FOR SUBSEQUENT SCHOOL YEARS.
 *YS4 SCHOOL TERM CONTRACT /or/ *YS3 YEAR LONG CONTRACT
 YR5 CONTRACT COVERS PERIOD (Beginning Date) TO (Ending Date)
 YH6 ENTITLED TO _____ INC. FOR _____ CONTRACT RENEWAL BASED ON SATISFACTORY ANNUAL
 PERFORMANCE AND HAS MET THE MINIMUM REQUIREMENTS OF 24 WEEKS IN PAY STATUS.
 YH7 ENTITLED TO _____ INCREMENT FOR MERIT PERFORMANCE FOR LEVEL _____ PERFORMANCE
 EVALUATION.
 Y45 EMPLOYEE WILL BE PLACED IN NON-PAY STATUS ON (Date) (If Applicable - School Term)
 POSITIONS)

(REMARKS ARE SUBJECT TO CHANGE AND ALL APPOINTMENTS/CONVERSIONS SUBJECT TO POST AUDIT BY THE SERVICING PERSONNEL OFFICE)

REQUEST FOR PERSONNEL ACTION

PART A Requesting Office (Also complete Part B Items 1, 2, 22, 23, 24, 26 and 29.)

Actions Requested		2. Request Number
CONVERSION TO EXCEPTED APPT. NTE (Date) (FOR TEMPORARY ADVANCEMENT OF AN EMPLOYEE FROM		4. Proposed Effective Date
BASE POSITION TO A HIGHER PAY LEVEL POSITION)		
Action Requested By (Typed Name, Title, Signature, and Request Date)		8. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B For Preparation of SF 50 (Use only codes in FPM Supplement 242.1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
--------------------------------------	----------------------------------	-------------------------	--------------------------

First Action		Second Action	
A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
571 H	CONV. TO EXC. APPT. NTE (Date)		
C. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
MLM	P.L. 95-561		
E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

FROM: Position Title and Number (BASE POSITION)	15. TO: Position Title and Number (A HIGHER PAY LEVEL POSITION)																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Pay Plan</th> <th>9. Occ. Code</th> <th>10. Grade or Level</th> <th>11. Step or Rate</th> <th>12. Salary</th> <th>13. Pay Basis</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis							<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>16. Pay Plan</th> <th>17. Occ. Code</th> <th>18. Grade or Level</th> <th>19. Step or Rate</th> <th>20. Salary/Award</th> <th>21. Pay Basis</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis						
Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis																				
16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis																				
Name and Location of Position's Organization	22. Name and Location of Position's Organization																								

Employee Data			
Veterans Preference <input type="checkbox"/> 1—None <input type="checkbox"/> 3—10 Pt. Disab. <input type="checkbox"/> 5—10 Pt. Other <input type="checkbox"/> 2—5 Pt. <input type="checkbox"/> 4—10 Pt. Comp. <input type="checkbox"/> 6—10 Pt./30% Comp.	24. Tenure <input type="checkbox"/> 0—None <input type="checkbox"/> 2—Conditional <input type="checkbox"/> 1—Permanent <input type="checkbox"/> 3—Indefinite	25. Agency Use <input type="checkbox"/>	26. Veterans Preference for RIF <input type="checkbox"/> YES <input type="checkbox"/> NO
27. EGU	28. Annuitant Indicator		
<input type="checkbox"/>	<input type="checkbox"/> 1—Reempt. Ann-CS <input type="checkbox"/> 3—RETM <input type="checkbox"/> 5—RETM & CS <input type="checkbox"/> 2—RETO <input type="checkbox"/> 4—RETO & CS <input type="checkbox"/> 9—Not Applicable		
Retirement Plan	31. Service Comp. Date (Leave)	32. Work Schedule	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> I—Intermittent <input type="checkbox"/> J—INT Seasonal <input type="checkbox"/> F—Full-time <input type="checkbox"/> G—FT Seasonal <input type="checkbox"/> H—FT On Call <input type="checkbox"/> P—Part-time <input type="checkbox"/> O—PT Seasonal <input type="checkbox"/> R—PT On Call	
33. Part-Time Hours		Per Monthly Pay Period	
<input type="checkbox"/>		<input type="checkbox"/>	
Position Data			
Position Occupied <input type="checkbox"/> 1—Competitive Service <input type="checkbox"/> 3—SES General <input type="checkbox"/> 2—Excepted Service <input type="checkbox"/> 4—SES Career Reserved	35. FLSA Category <input type="checkbox"/> E—Exempt <input type="checkbox"/> N—Nonexempt	36. Appropriation Code	37. Bargaining Unit Status
Duty Station Code	38. Duty Station (City—County—State or Overseas Location)		
<input type="checkbox"/>	<input type="checkbox"/>		

Agency Data	41.	42.	43.	44.
Functional Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1—USA <input type="checkbox"/> 8—Other
				<input type="checkbox"/> V—Yes <input type="checkbox"/> N—No

PART C—Reviews and Approval (Not to be used by requesting office.)

Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.	Signature	Approval Date

PART D - Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

 YES NO

62 BIAM
Appendix A
Example 12
Page 2 of 2

PART E - Employee Resignation/Retirement**Privacy Act Statement**

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F - Remarks for SF 50

YS7 UPON COMPLETION OF THE TEMPORARY ASSIGNMENT, YOU WILL BE RETURNED TO YOUR REGULAR POSITION.

REQUEST FOR PERSONNEL ACTION

PART A—Requesting Office (Also complete Part B, Items 1, 7-22, 32, 33, 36 and 39)

1. Action Requested CONVERSION (FOR EMPLOYEES TEMPORARY ADVANCED TO CONVERT BACK TO BASE POSITION)		2. Request Number
3. Additional Information Call (Name and Telephone Number) (CHANGE TO LOWER GRADE)		4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)		6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B—For Preparation of SF 50 (Use only codes in FPM Supplement 292-1 Show all dates in month-day-year order)

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
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First Action		Second Action	
5-A. Code 571	5-B. Nature of Action CONV. TO EXC. APPT. NTE	6-A. Code	6-B. Nature of Action
5-C. Code ZLM	5-D. Legal Authority P.L. 95-561	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number (A HIGHER PAY LEVEL POSITION)											15. TO: Position Title and Number (BASE POSITION)										
8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis										
14. Name and Location of Position's Organization						22. Name and Location of Position's Organization															

Employee Data				24. Tenure				25. Agency Use		26. Veterans Preference for PAF					
Veterans Preference		3-10 Pt. Disab.		5-10 Pt. Other		0—None		2—Conditional		YES <input type="checkbox"/> NO <input type="checkbox"/>					
1—None		4-10 Pt. Comp.		6-10 Pt./30% Comp.		1—Permanent		3—Indefinite							
FEGLI				28. Annuitant Indicator				29. Pay Rate Determinant							
Retirement Plan				31. Service Comp. Date (Leave)				1—Resempl. Am-CS		3—RETM		5—RETM & CS			
								2—RETO		4—RETO & CS		8—Not Applicable			
32. Work Schedule				33. Part-Time Hours				1—Intermittent		J—NFT Seasonal		Per Biweekly Pay Period			
F—Full-time								G—FT Seasonal		H—FT On Call					
P—Part-time								Q—PT Seasonal		N—PT On Call					
Position Data				35. FLSA Category				36. Appropriation Code				37. Bargaining Unit Status			
1—Competitive Service				E—Exempt											
2—Escaped Service				N—Nonexempt											
3—SES General				38. Duty Station (City—County—State or Overseas Location)											
4—SES Career Reserved															
Duty Station Code															
Agency Data				41.				42.				43.			
Educational Level				44. Year Degree Attained				46. Functional Class				49. Citizenship			
												1—USA 8—Other			
												V—Yes N—No			

PART C—Reviews and Approval (Not to be used by requesting office)					
Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D		
			E		
			F		
I certify that the information entered on this form is accurate and that proposed action is in compliance with statutory and regulatory requirements.			Signature		Approval Date

PART D -Remarks by Requesting Office

YES

NO

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

62 BIA'
 Append.
 Example 12A
 Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)

PART F—Remarks for SF 50

ZZZ FROM TEMPORARY ADVANCEMENT.

REQUEST FOR PERSONNEL ACTION

PART A Requesting Office (Also complete Part B Items 1, 7, 22, 32, 33, 36, and 39.)	
1. Actions Requested DETAIL (FOR AN EMPLOYEE DETAILED FROM BASE POSITION TO ANOTHER POSITION)	2. Request Number
3. Additional Information Call (Name and Telephone Number)	4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B—For Preparation of SF 50 (Use only codes in FPM Supplement 292.1 Show all dates in month-day-year order.)

7. Name (Last, First, Middle)		8. Social Security Number	9. Date of Birth	10. Effective Date
First Action				
11. A. Code	12. B. Nature of Action DETAIL			
13. C. Code ZLM	14. D. Legal Authority P.L. 95-561			
15. E. Code	16. F. Legal Authority			
17. FROM: Position Title and Number (BASE POSITION)			18. TO: Position Title and Number (DETAIL POSITION)	
19. Pay Plan	20. Occ. Code	21. Grade or Level	22. Step or Rate	23. Salary
24. Pay Basis	25. Pay Plan	26. Occ. Code	27. Grade or Level	28. Step or Rate
29. Salary/Award	30. Pay Basis			
31. Name and Location of Position's Organization			32. Name and Location of Position's Organization	

Employee Data

33. Veterans Preference 1—None 3—10 Pt. Disab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.		34. Tenure 0—None 2—Conditional 1—Permanent 3—Indefinite		35. Agency Use		36. Veterans Preference for PIF YES <input type="checkbox"/> NO <input type="checkbox"/>	
37. FEGLI		38. Annuitant Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable		39. Pay Rate Determinant			
40. Retirement Plan		41. Service Comp. Date (Leave)		42. Work Schedule 1—Intermittent 3—FT Seasonal 5—FT On Call 2—Full-time 4—FT Seasonal 6—PT On Call 3—Part-time 7—PT Seasonal 8—PT On Call		43. Part-Time Hours Per Biweekly Pay Period	

Position Data

44. Position Occupied 1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved		45. FLSA Category E—Exempt N—Nonexempt		46. Appropriation Code		47. Bargaining Unit Status	
48. Duty Station Code		49. Duty Station (City—County—State or Overseas Location)					

50. Agency Data		51.	52.	53.	54.		
55. Educational Level		56. Year Degree Attained	57. Academic Discipline	58. Functional Class	59. Citizenship 1—USA 8—Other	60. Vietnam Era Vet V—Yes N—No	61. Supervisory Status

PART C—Reviews and Approval (Not to be used by requesting office.)

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.

Signature _____ Approval Date _____

PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

 YES NO

62 BIA'
Appendix
Example 13
Page 2 of 2

PART E—Employee Resignation/Retirement**Privacy Act Statement**

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

K47

DETAIL TO _____

PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES

NO

62 BIAM
 Appendi.
 Example 13A
 Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

K39 FROM DETAILED NTE _____

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office (Also complete Part B items 1, 2, 12, 31, 36 and 39)	
1. Actions Requested RESIGNATION	2. Request Number
3. Personal Information Call (Name and Telephone Number)	4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292.1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
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First Action		Second Action	
5-A. Code 317	5-B. Nature of Action RESIGNATION	6-A. Code	6-B. Nature of Action
5-C. Code RPM	5-D. Legal Authority REG. 715.202	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number										15. TO: Position Title and Number									
1. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis								

4. Name and Location of Position's Organization										22. Name and Location of Position's Organization									
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Employee Data							
Veterans Preference 1—None 3—10 Pt. Disab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.		24. Tenure 0—None 2—Conditional 1—Permanent 3—Indefinite		25. Agency Use		26. Veterans Preference for P&F <input type="checkbox"/> YES <input type="checkbox"/> NO	
FEGLI		28. Annuitant Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 9—Not Applicable		29. Pay Rate Determinant			
Retirement Plan		31. Service Comp. Date (Leave)		32. Work Schedule I—Intermittent J—INT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time Q—PT Seasonal R—PT On Call		33. Part-Time Hours Per Monthly Pay Period	

Position Data							
Position Occupied 1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved		35. FLSA Category E—Exempt N—Nonexempt		36. Appropriation Code		37. Bargaining Unit Status	
Duty Station Code		39. Duty Station (City—County—State or Overseas Location)					

Agency Data		41.	42.	43.	44.		
Educational Level		46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1—USA 8—Other	50. Vietnam Era Vet V—Yes N—No	51. Supervisory Status

PART C - Reviews and Approval (Not to be used by requesting office.)

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature	Date
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PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES NO

62 BIA
 Appendix E
 Example 14
 Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1. Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

ZZZ REASON FOR RESIGNATION.
 YL1 STANDARD FORM(S) ISSUED: SF-8
 ZZZ UC2B DATED _____ TO JAMES E. FRICK, INC. ON _____
 B47 (If Applicable) HEALTH BENEFITS COVERAGE IS EXTENDED FOR 31 DAYS DURING WHICH TIME YOU ARE ELIGIBLE TO CONVERT TO AN INDIVIDUAL POLICY (NON-GROUP CONTRACT)
 B46 (If Applicable) SF-2819 WAS PROVIDED. LIFE INSURANCE COVERAGE IS EXTENDED FOR 31 DAYS DURING WHICH YOU ARE ELIGIBLE TO CONVERT TO AN INDIVIDUAL POLICY (NON-GROUP CONTRACT)
 ZZZ FORWARDING ADDRESS: _____
 N27 LUMP-SUM PAYMENT TO BE MADE FOR ANY UNUSED ANNUAL LEAVE. (NOTE: THIS APPLIES ONLY TO STATUS QUO EMPLOYEES.)
 ZZZ EMPLOYEE GIVEN AN EXIT INTERVIEW ON (Date) _____
 ZZZ SF-52 RECEIVED IN PERSONNEL (Date) _____
 ZZZ NO OTHER INFORMATION AVAILABLE.

REQUEST FOR PERSONNEL ACTION

PART A - Requesting Office <i>Also complete Part B, Items 1, 7, 22, 32, 33, 36 and 39.</i>	
1. Action Requested	2. Request Number
3. For Additional Information Call (Name and Telephone Number)	4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

PART B - For Preparation of SF 50 *(Use only codes in FPM Supplement 292-1. Show all dates in month day year order.)*

1. Name (Last, First, Middle)	2. Social Security Number	3. Date of Birth	4. Effective Date
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First Action		Second Action	
A. Code 350	B. Nature of Action DEATH	6-A. Code	6-B. Nature of Action
C. Code	D. Legal Authority	6-C. Code	6-D. Legal Authority
E. Code	F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number	15. TO: Position Title and Number
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8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
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4. Name and Location of Position's Organization	22. Name and Location of Position's Organization
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Employee Data			
Veterans Preference <input type="checkbox"/> 1—None <input type="checkbox"/> 3—10 Pt. Disab. <input type="checkbox"/> 5—10 Pt. Other <input type="checkbox"/> 2—5 Pt. <input type="checkbox"/> 4—10 Pt. Comp. <input type="checkbox"/> 6—10 Pt./30% Comp.	24. Tenure <input type="checkbox"/> 0—None <input type="checkbox"/> 2—Conditional <input type="checkbox"/> 1—Permanent <input type="checkbox"/> 3—Indefinite	25. Agency Use <input type="checkbox"/>	26. Veterans Preference for PFP <input type="checkbox"/> YES <input type="checkbox"/> NO
FEGLI <input type="checkbox"/>	28. Annuitant Indicator <input type="checkbox"/> 1—Reempl. Ann-CS <input type="checkbox"/> 3—RETM <input type="checkbox"/> 5—RETM & CS <input type="checkbox"/> 2—RETO <input type="checkbox"/> 4—RETO & CS <input type="checkbox"/> 9—Not Applicable	29. Pay Rate Determinant <input type="checkbox"/>	
Retirement Plan <input type="checkbox"/>	31. Service Comp. Date (Leave) <input type="checkbox"/>	32. Work Schedule <input type="checkbox"/> 1—Intermittent <input type="checkbox"/> J—INT Seasonal <input type="checkbox"/> F—Full-time <input type="checkbox"/> G—FT Seasonal <input type="checkbox"/> H—FT On Call <input type="checkbox"/> P—Part-time <input type="checkbox"/> Q—PT Seasonal <input type="checkbox"/> R—PT On Call	33. Part-Time Hours <input type="checkbox"/> Per Biweekly Pay Period

Position Data			
Position Occupied <input type="checkbox"/> 1—Competitive Service <input type="checkbox"/> 3—SES General <input type="checkbox"/> 2—Excepted Service <input type="checkbox"/> 4—SES Career Reserved	35. FLSA Category <input type="checkbox"/> E—Exempt <input type="checkbox"/> N—Nonexempt	36. Appropriation Code <input type="checkbox"/>	37. Bargaining Unit Status <input type="checkbox"/>
Duty Station Code <input type="checkbox"/>	39. Duty Station (City—County—State or Overseas Location) <input type="checkbox"/>		

Agency Data	41.	42.	43.	44.
Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship <input type="checkbox"/> 1—USA <input type="checkbox"/> 8—Other
				50. Vietnam Era Vet <input type="checkbox"/> V—Yes <input type="checkbox"/> N—No
				51. Supervisory Status <input type="checkbox"/>

PART C - Reviews and Approval *(Not to be used by requesting office.)*

I. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature		Approval Date
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PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

 YES NO

62 BIAM
Appendi
Example 15
Page 2 of 2

PART E—Employee Resignation/Retirement**Privacy Act Statement**

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

1 Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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PART F—Remarks for SF 50

NOTE: EDUCATION WILL ATTCH TWO (2) CERTIFIED COPIES OF DEATH CERTIFICATES.

SF-1153: CLAIM OF DESIGNATED BENEFICIARY AND/OR SERVING SPOUSE FOR UNPAID COMPENSATION OF DECEASED CIVILIAN EMPLOYEE (If Applicable)

SF-1155: CLAIM FOR UNPAID COMPENSATION OF DECEASED CIVILIAN EMPLOYEE (NO DESIGNATED BENEFICIARY OR SURVIVING SPOUSE.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
1. Falsifying records and reports for oneself or another employee and school operation records and reports.	Reprimand to 14-day suspension.	5-day suspension to discharge.
2. Falsifying the official student count.	14-day suspension.	Discharge.
3. Unauthorized absence of eight hours or less; leaving the job without permission; or, delays returning from lunch or tardiness over one hour.	Letter of warning to 5-day suspension.	Official Reprimand to discharge.
4. Unauthorized absences of between 1 and 5 work days.	Official reprimand to 5-day suspension.	5-day suspension to discharge.
5. Excessive unauthorized absence of more than 5 consecutive work days.	14-day suspension or discharge.	Discharge.
6. Failure to report leave according to established procedures.	Letter of warning to 14-day suspension.	14-day suspension to discharge.
7. Improper use of sick leave.	Official Reprimand to 14-day suspension.	14-day suspension to discharge.
8. Actual or attempted theft of government property or the property of others.	Reprimand to discharge.	5-day suspension to discharge.
9. Criminal, dishonest, infamous or disgraceful conduct which would adversely reflect on the Office of Indian Education Programs.	Reprimand to discharge.	5-day suspension to discharge.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
10. Insubordination: Disobedience or refusal to carry out any lawful order, regulation or policy or refusal to obey supervisory authority having responsibilities for the employee's performance.	14-day suspension to discharge.	30-day suspension to discharge.
11. Corporal punishment or battery committed against a student.	Reprimand to discharge.	Discharge.
12. A. Engaging in immoral or indecent conduct in relation to a student.	Discharge.	
B. Providing student(s) with drugs or intoxicating beverages.	Discharge.	
13. A. Failure to report, or investigate a report of child abuse.	Reprimand to discharge.	14-day suspension to discharge.
B. Failure to simultaneously report allegations of child abuse to law enforcement and social services organization.	Reprimand to discharge.	14-day suspension to discharge.
14. Failure to follow employment screening or drug testing policies/procedure.	Reprimand to discharge.	14-day suspension to discharge.
15. Disorderly conduct: Fighting; threatening or attempting to inflict bodily harm to another; engaging in dangerous horseplay.	Reprimand to 5-day suspension.	14-day suspension
16. Disrespectful conduct: Use of abusive, insulting or obscene language to or about other persons.	Reprimand to 14-day suspension.	14-day suspension to discharge.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
17. Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment.	Reprimand to discharge.	14-day suspension to discharge.
18. Violation of safety regulations which endanger staff, students, or public.	Reprimand to 10-day suspension.	14-day suspension to discharge.
19. Endangering the safety or health of staff, students, or public; causing injury through carelessness.	Official reprimand to discharge.	14-day suspension to discharge.
20. Violating traffic regulations, reckless driving on premises or improper operation of a motor vehicle.	Reprimand to 10-day suspension.	14-day suspension to discharge.
21. Traffic citations, arrest or safety violations which result in State or Federal disqualification to operate a motor vehicle when it is a major requirement of the job.	Official reprimand to discharge.	14-day suspension to discharge.
22. Loafing or sleeping on duty.	Official reprimand to discharge.	Official reprimand to discharge.
23. Conducting personal/business affairs while on duty.	Letter of warning to 5-day suspension.	14-day suspension to discharge.
24. Careless workmanship or negligence resulting in spoilage or waste of materials or delay in work production.	Official reprimand to 3-day suspension.	14-day suspension to discharge.
25. Conversion of Government or Student funds to personal use (includes travel advances, imprest funds, or amounts received as collections).	14-day suspension to discharge.	Discharge.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
26. Violations of Federal laws, regulations or administrative rules or regulations not specifically mentioned herein.	Letter of warning to discharge.	Official Letter of Reprimand to discharge.
27. Striking against the U.S. Government.	Discharge.	N/A
28. Prohibited political activity.	Suspension to discharge.	Discharge.
29. Voluntarily acquiring or retaining interest in any lands or resources administered by Bureau of Land Management, or BIA, unless officially excepted and authorized.	Official reprimand.	Official reprimand to discharge.
30. Failure or delay in carrying out work assignments, or instructions of supervisors.	Official reprimand to 3-day suspension.	3 day to 14-day suspension.
31. Unauthorized possession of, use of, or damage to Government property or the property of others.	Official reprimand to discharge.	14-day suspension to discharge.
32. Malicious damage to Government property or the property of others.	Official reprimand to discharge.	14-day suspension to discharge.
33. Gambling or unlawful betting on Government premises during working hours.	Official reprimand to 14-day suspension.	14-day suspension to discharge.
34. Promotion of gambling on Government premises.	Official reprimand to discharge.	14-day suspension to discharge.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
35. Use of BIA identification to coerce, intimidate, or deceive (including cards, badges, various Bureau credentials).	Official reprimand to discharge.	14-day suspension to discharge.
36. Borrowing money or obtaining co-signatures from subordinates.	Official reprimand to suspension.	14-day suspension to discharge.
37. Unauthorized canvassing, soliciting, or peddling on premises.	Official reprimand to 14-day suspension.	14-day suspension to discharge.
38. Ignoring, concealing or covering up a recognized offense of material facts for another employee, a supervisor, or a subordinate employee, which, if revealed, would result in disciplinary action being assessed against that employee.	Official reprimand to 14-day suspension.	14-day suspension to discharge.
39. Failure to assess a penalty when the facts are known and warrant disciplinary action.	Official reprimand to 14-day suspension.	14-day suspension to discharge.
40. Unauthorized use of Government owned or leased vehicles.	30-day suspension (statutory). Veterans have certain rights concerning suspensions in excess of 14 days. Consult Personnel Office.	30-day suspension to discharge.

SCHEDULE OF OFFENSES AND RANGE OF PENALTIES

<u>OFFENSE</u>	<u>FIRST OFFENSE</u>	<u>SECOND OFFENSE</u>
41. Trading with Indians. Includes buying, selling or trading of commodities, services or anything of value. EXCEPTION: The purchase in small quantities for home use or consumption by Government employees or others, of blankets, baskets, etc., and articles of subsistence offered for sale by Indians (Title 25, CFR 251.6).	Discharge (in addition, liable to penalty of \$5,000.00)	
42. Deliberate misrepresentation, falsification, misstatement, exaggeration or concealment of material fact in connection with employment.	Reprimand to discharge.	Discharge.
43. Use of illegal narcotics, illegal drugs, or including alcohol on duty. Reporting for duty while under the influence of alcohol, narcotic or illegal drug.	Official reprimand to 14-day suspension.	14-day suspension to discharge.
44. Soliciting or accepting directly or indirectly any gift, gratuity, favor, entertainment, food, lodging, loan or other things of monetary value (see FPM Chapter 735 2.2) from an individual or organization which has or is seeking business or financial relations with the BIA, conducts activities regulated by the BIA, or has interest which may be substantially affected by the performance or non-performance of the employee's duties.	Official reprimand to discharge.	14-day suspension to discharge.

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
 FOR PUBLIC LAW 95-561

Appointment Documents

	TYPES OF CONTRACTS									
	Year Long	Sch. Year	Part Time	Intermittent	Short Term	Short Term Emergency	Provisional	Renewal	Conversion of Status Quo Emp.	Temporary
1. SF-52, Request for Personnel Action	X	X	X	X	X	X	X	X	X	X
2. Copy of properly completed Applicant Supply File Certificate or Referral. Copy of Certificate of Eligibles.	X	X	X	X			X		X	X
3. Form 5-6232 Employment Contract.	X	X	X	X	X	X	X	X	X	X
4. Copy of position description, Form 5-6233, Education Category of duties for determining Pay of Education Positions.	X	X	X	X			X	X	X	X
5. SF-171, with college transcripts, if applicable.	X	X	X	X	X	X	X	X	X	X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
 FOR PUBLIC LAW 95-561

Appointment Documents	T Y P E S O F C O N T R A C T S									
	Year Long	Sch. Year	Part Time	Intermittent	Short Term	Short Term Emergency	Provisional	Renewal	Conversion of Status Quo Emp.	Temporary
6. Verification of Indian Preference, if applicable.	X	X	X	X	X	X	X		X	X
7. SF-78, Certificate of Medical Examination.	X	X	X	X			X		X	X
8. SF-256, Self-Identification of Medical Disability.	X	X	X	X	X	X	X			X
9. SF-61, Appointment Affidavit.	X	X	X	X	X	X	X		X	X
10. SF-61B, Declaration of Appointee.	X	X	X	X	X	X	X		X	X
11. SF-86, Data for Non-Critical Sensitive Positions.	X	X	X	X	X	X	X			X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
FOR PUBLIC LAW 95-561

Appointment Documents	T Y P E S O F C O N T R A C T S									
	Year Long	Sch. Year	Part Time	Intermittent	Short Term	Short Term Emergency	Provisional	Renewal	Conversion of Status Quo Emp.	Temporary
12. SF-87, Fingerprint Chart.	X	X	X	X	X	X				X
13. SF-2817, Election, Declination or Waiver of Life Insurance.	X	X	X				X			
14. SF-2809, Health Benefits Registration Form.	X	X	X				X			X
15. SF-1199A (Direct Deposit Form)	X	X	X	X	X	X				X
16. W-4, Employee's Federal Withholding Allowance Certificate.	X	X	X	X	X	X				X
17. Pay Rate Determination (Rating Sheet Form).	X	X	X	X	X	X	X	X	X	X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
 FOR PUBLIC LAW 95-561

Appointment Documents	T Y P E S O F C O N T R A C T S							Conversion of Status Quo Emp. orary	
	Year Long	Year Sch. Year	Part Time	Inter-mittent	Short Term	Emergency	Provi-sional		Renew-al
18. This position is covered by the Collective agreement between the Bureau of Indian Affairs and the Council of Indian Consolidated Bureau of Indian Affairs Locals, National Federation of Federal Employees. If applicable, see Negotiated Agreement.	X	X	X	X	X	X	X	X	X
19. SF-144, Statement of Prior Federal Civilian and Military Service.	X	X	X	X					X
20. Copy of appropriate State Certification (if applicable). For appointments to Professional Positions.	X	X	X	X	X	X	X	X	X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
FOR PUBLIC LAW 95-561

Appointment Documents	TYPES OF CONTRACTS									
	Year Long	Sch. Year	Part Time	Inter-mittent	Short Term	Short Term Emer-gency	Provi-sional	Renew-al	Conver-sion of Status Quo Emp.	Temp-orary
21. DD-214, Certificate of Military Discharge or other appropriate documentation for verification of Veteran's Preference for RIF purposes.	X		X	X		X	X		X	X
22. OPM-1836, Applicant Research Questionnaire.										
23. SF-181, National Race and Origin (outside hires only).	X		X	X		X	X			X
24. Copy of Official College transcripts if awarding increments based on Education.	X		X	X		X	X		X	X
25. Copy of Performance Appraisal Summary sheet.										X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
 FOR PUBLIC LAW 95-561

Appointment Documents	TYPES OF CONTRACTS									
	Year Long	Sch. Year	Part Time	Inter-mittent	Short Term	Short Term Emergency	Provi-sional	Renew-al	Conver-sion of Status Quo Emp.	Temp-orary
26. Employment Eligibility Verification, Immigration & Naturalization service Form I-9 (03-20-87).	X	X	X	X		X	X			X
27. Form BIA-62125 Proration of pay.	X	X	X	X		X	X	X	X	X
28. Selective Service.	X	X	X	X		X	X			X
29. Waiver of Indian Preference by SD or GTB if applicable.	X	X	X	X		X	X		X	X
30. Statement of Acknowledgment with Waiver-Retirement Pub. L. 96-135. If applicable.	X	X	X	X		X	X		X	X

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
 FOR PUBLIC LAW 95-561

Appointment Documents	TYPES OF CONTRACTS									
	Year Long	Sch. Year	Part Time	Inter-mittent	Short Term	Short Term Emergency	Provi-sional	Renew-al	Conver-sion of Status Quo Emp.	Temp-orary
31. State Tax Withholding form or Certification of Indian Living on Reservation. If applicable.	X	X	X	X		X	X		X	X
32. SF-3102, Designation of Beneficiary (FERS).	X	X	X				X			
33. DI-1935, USDI-Applicant Background Survey.	X	X	X	X		X	X			X
34. SF-177, Statement of Physical Ability.	X	X	X	X		X	X			X
35. SF-1152, Designation of Beneficiary, if applicable.	X	X	X				X			
36. SF-2823, Designation of Beneficiary (FEGLI).	X	X	X				X			

CHECKLIST OF CONTRACT DOCUMENTS REQUIRED
FOR PUBLIC LAW 95-561

Appointment Documents	T Y P E S O F C O N T R A C T S								
	Year Long	Sch. Year	Part. Time	Inter-mittent	Short Term	Short Term Emergency	Provi-sional	Renew-al	Conver-sion of Status Quo Emp. orary
37. Indian Preference Bureau Policy, if applicable.	X	X	X	X		X	X		X
38. BIA-62113, Addendum to Contract for Provisional Appointments.							X		

VERIFICATION OF INDIAN PREFERENCE FOR EMPLOYMENT
IN BUREAU OF INDIAN AFFAIRS AND INDIAN HEALTH SERVICE ONLY

To establish eligibility for Indian preference for employment with BIA/IHS, complete one of the categories below and submit with your SF-171, Application for Federal Employment.

Category A MEMBERS OF FEDERALLY-RECOGNIZED INDIAN TRIBES, BANDS OR COMMUNITIES.

This is to certify that the person named below is a member of the tribe indicated:

_____ Full Name _____ Date of Birth _____ Tribal Affiliation

I certify that the above information was taken from the official membership records of the _____ Tribe and acknowledge that falsification and misrepresentation of this information is punishable under Federal Law.

_____ Tribal Representative _____ Date OR _____ BIA Representative _____ Date

_____ Title _____ Title

_____ Agency Name

Category B DESCENDANTS OF MEMBERS OF FEDERALLY-RECOGNIZED INDIAN TRIBES, BANDS OR COMMUNITIES WHO WERE RESIDING ON ANY INDIAN RESERVATION ON JUNE 1, 1934.

This is to certify that the person named below has established to my satisfaction that he is a descendant of an enrolled member of the tribe named below and that he was living on an Indian reservation on June 1, 1934. The applicant's family history is outlined on the attached family history chart:

_____ Name of Individual _____ Date of Birth _____ Reservation of Residence on June 1, 1934

_____ Ancestor _____ Tribal Record of Affiliation

_____ Date _____ BIA Representative

_____ Title

_____ Agency Name

Category
C

PERSONS WHO POSSESS AT LEAST ONE-HALF DEGREE INDIAN BLOOD DERIVED FROM TRIBES INDIGENOUS TO THE UNITED STATES:

This is to certify that I have reviewed the documentation to support the below listed individual's claim to the possession of at least one-half degree Indian blood. The attached family history chart outlines the individual's family history:

Name	Date of Birth	Degree of Blood and Tribal Derivation
Based On:		
_____	_____	_____
_____	BIA Representative	Date
_____	Title	
_____	Agency	
Name Records		

Category
D

PERSONS OF ESKIMO OR OTHER ABORIGINAL PEOPLES OF ALASKAN DESCENT:
This is to certify that the person named below has established to my satisfaction that he is qualified for Indian preference because of his possession of Eskimo or other aboriginal peoples' blood of Alaska. The attached family history chart outlines the individual's family history.

Name	Date of Birth	Alaska Native Group
Record(s) on Which Based		
_____	BIA Representatives	Date
Title		
Agency		

FAMILY HISTORY
 for Categories B, C, and D

Applicant	Father	Paternal Grandfather
		Paternal Grandmother
	Mother	Maternal Grandfather
		Maternal Grandmother

Family History continuation:

Paternal Grandfather	Great-Grandfather	Great-Great-Grandfather
		Great-Great-Grandmother
	Great-Grandmother	Great-Great-Grandfather
		Great-Great-Grandmother

Paternal Grandmother	Great-Grandfather	Great-Great-Grandfather
		Great-Great-Grandmother
	Great-Grandmother	Great-Great-Grandfather
		Great-Great-Grandmother

Maternal Grandfather	Great-Grandfather	Great-Great-Grandfather
		Great-Great-Grandmother
	Great-Grandmother	Great-Great-Grandfather
		Great-Great-Grandmother

Maternal Grandmother	Great-Grandfather	Great-Great-Grandfather
		Great-Great-Grandmother
	Grand-Grandmother	Great-Great-Grandfather
		Great-Great-Grandmother

INSTRUCTIONS FOR COMPLETION OF FORM BIA - 4432

Instructions to Applicants (Form BIA - 4432):

It is the responsibility of the individual establishing evidence of entitlement to Indian preference in employment to submit as much background information as possible to verify eligibility for preference.

Category A:

If you are a member of a Federally-recognized tribe, you may contact either your tribe or the BIA Agency Office servicing your tribe for completion of this category. One of the following procedures will apply and you will be advised by the BIA or your tribal representative:

- If the Bureau maintains the tribal enrollment records or has a copy of a current tribal roll in its custody, the Bureau verification and signature is sufficient;
- If your tribe has contracted the maintenance of tribal enrollment records under the provisions of P.L. 93-638, the verification will be signed by an authorized Tribal Representative(s);
- In the absence of a tribal "638" contract of the tribal enrollment records and the tribe certifies, then the verification must be countersigned by the authorized Bureau representative.

Category B, C, and D: If you are claiming preference based on any of these categories, you should provide as much information as possible regarding your family history. This will be the only information which the Bureau will have to certify to your descendency.

Instructions to the Division of Tribal Government Services:

This form has been designed for verification that an individual is entitled to preference in employment. If the applicant does not meet the tribal enrollment criteria, the form should not be completed. Upon verification by the Area Director, Superintendent, or the designated BIA Representative, the individual will be entitled to preference in employment.

Instructions to the Personnel Office:

Receipt of this properly verified form, together with SF-171, "Personal Qualifications Statement," entitles an applicant to preference in employment.

VERIFICATION OF INDIAN PREFERENCE FOR EMPLOYMENT IN THE
BUREAU OF INDIAN AFFAIRS AND INDIAN HEALTH SERVICE ONLY

Category E

(Void after
January 5, 1990.)

A person of at least one-quarter degree Indian ancestry
of the Osage Tribe of Indians, whose rolls were closed
by an Act of Congress.

This is to verify that _____
(Name of Applicant)

_____, is a descendant of the Osage Tribe
and possesses _____ of Indian blood, ancestor's
(Degree)

Final Roll No. _____.

BIA Representative

Title

BIA Address

Instructions for completion of Form BIA-4432

Instructions to Applicants:

It is your responsibility to provide the Bureau Representative with sufficient
family history information to verify that you are at least one-quarter degree
Indian ancestry of the Osage Tribe of Indians, whose rolls were closed by an
Act of Congress.

Instructions to Personnel Office:

Upon verification by the Superintendent, Osage Agency, or the designated
representative, the individual will be entitled to preference in employment.

(Note: To be completed and submitted with SF 171, Personal Qualifications
Statement, ONLY.)

PRIVACY ACT AND PAPERWORK REDUCTION ACT STATEMENT

VERIFICATION OF INDIAN PREFERENCE FOR EMPLOYMENT IN THE BUREAU OF INDIAN AFFAIRS AND INDIAN HEALTH SERVICE ONLY (Form BIA-4432)

GENERAL—This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), December 31, 1974, for individuals completing Federal Employment Application Forms.

AUTHORITY TO COLLECT PERSONAL INFORMATION—The Indian Reorganization Act of June 18, 1934, 25 U.S.C. 472, provided that "Such qualified Indians shall hereafter have the preference to appointments to vacancies in any such positions." On September 24, 1976, the then Civil Service Commission (now Office of Personnel Management) amended the Schedule A excepted appointing authorities for Indian preference eligibles and directed the respective Secretaries of the Department of the Interior and the then Department of Health, Education and Welfare (now, Department of Health and Human Services, D/HHS) to define the term, "Indian."

The Bureau and the Indian Health Service (D/HHS) will extend an employment preference to persons of Indian descent who meet one of the following standards of 25 CFR Part 5 (25 U.S.C. 479):

- A. Members of any recognized Indian tribe now under Federal jurisdiction;
- B. Descendants of such members who were, on June 1, 1934, residing within the present boundaries of any Indian reservation;
- C. All others of one-half or more Indian blood of tribes indigenous to the U.S.;
- D. Eskimos and other aboriginal people of Alaska; and
- E. Until January 5, 1990, a person of at least one-quarter degree Indian ancestry of the Osage Tribe of Indians whose rolls were closed by an Act of Congress.

PURPOSES AND USES—The principal purpose for the forms is to grant preference in employment in the Bureau and the Indian Health Service to individuals meeting the standards of 25 CFR Part 5.

EFFECTS OF NONDISCLOSURE—Disclosure of the information sought is voluntary. To be considered a preference eligible according to the standards of 25 CFR Part 5, proof of membership, descendancy or degree of Indian ancestry must be submitted as indicated on rolls or records acceptable to the respective Secretaries.



United States Department of the Interior



BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245

IN REPLY REFER TO:

Form BIA-62125
July 1989

62 BIAM 11
Illustration 3
Page 1 of 1

Dear:

We have received an SF-171 "Application for Federal Employment" from you, but cannot proceed with the evaluation process due to the following:

- // Application not signed/needs original signature and/or date.
- // Application is incomplete. See circled and/or underlined items marked in RED on the application.
- // College transcripts not submitted.
- // You did not submit a copy of your State Certification.
- // We are not accepting applications for the position of _____ at this time.
- // No such position exists in the contract education system.
- // Other: _____

You will not be considered for any vacancy until the required information is submitted to this office. If you have filed an application under a specific vacancy announcement, the required information must reach this office no later than _____.

DATE

Sincerely,

Enclosure



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245



IN REPLY REFER TO:

Form BIA-62126
July 1989

62 BIAM 11
Illustration 4
Page 1 of 1

Dear

This attached SF-171 "Application for Federal Employment" is being returned to you because you are rated not qualified for the position of _____

_____ pay level _____ at _____ school/agency.

If you have any questions regarding this ineligible rating you may contact _____ at _____.

Sincerely yours,

ASF () or POB # _____
NAME: _____ EOD DATE: _____

POSITION _____ PAY LEVEL _____ LOWEST ACCEPTABLE SALARY _____

Required Documents Attached:

- Yes ___ No ___ Application - SF-171
- Yes ___ No ___ Official transcripts, if not, request made on _____
- Yes ___ No ___ Supervisory Appraisal (if BIA employee)
- Yes ___ No ___ Verification of Indian Preference (if claiming Indian Preference)
- Yes ___ No ___ DD-214 (if claiming Veterans Preference)
- Yes ___ No ___ Copy of _____ Certificate. Endorsement:

MINIMUM QUALIFICATIONS:

Education Requirement:

	From	To	Year Gradu.	Name/Location of School/College
Ability to read or write ()	_____	_____	_____	_____
High School or Equivalent ()	_____	_____	_____	_____
AA Degree ()	_____	_____	_____	_____
BS/BA Degree ()	_____	_____	_____	_____
Masters Degree ()	_____	_____	_____	_____
Doctorate Degree ()	_____	_____	_____	_____

Field of Degree _____ Experience Requirement _____

Other Requirements _____ BASE LEVEL --- _____

EDUCATION INCENTIVE(S):

From	To	Degree	#Sem/Hrs	Name/Location of School/College	Increments
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

EXPERIENCE:

From	To	Hrs/Week	Title	Years	Months	Increments
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

TOTAL _____

(Rater's Signature) GRAND TOTAL _____
Level/Increments

(Title and Date) REMARKS:

(This rating sheet cannot be used for employees hired under the Teacher/Counselor Pay Scale)

Read the instructions before you complete this application. Type or print clearly in dark ink.

GENERAL INFORMATION

1 What kind of job are you applying for? Give title and announcement number (if any)

NIGHT ATTENDANT

If the announcement lists several job titles, which jobs are you applying for?

HOME LIVING ASSISTANT & EDUCATION AID

3 Social Security Number

4 Birth date (Month, Day, Year)

5 Name (Last, First, Middle)

Street address or RFD number (include apartment number, if any)

City State ZIP Code

6 Other names ever used

7 Sex (for statistical use)

Male Female

8 Home Phone

Area Code Number

9 Work Phone

Area Code Number Ext.

10 Were you ever employed as a civilian by the Federal Government? If "NO" go to 11. If "YES", mark each type of job you held with an "X"

Temporary Career-Conditional Career Excepted

What is your highest grade, classification series and job title?

Dates at highest grade. FROM TO

11 Do you have any applications for Federal employment on file with the U.S. Office of Personnel Management? If "NO", mark here and go to 12. If "YES", write below and continue in 47 the information for each application: (a) the name of the office that has your application; (b) the title of the job; (c) the date of your Notice of Results; and (d) your rating.

AVAILABILITY

12 When can you start work? (Month and Year)

13 What is the lowest pay you will accept?

Pay \$ per OR Grade

14 Are you willing to work:

YES NO

A In the Washington, D.C., metropolitan area?

B Outside the 50 United States?

C Any place in the United States?

D Only in (list the location(s))

15 Are you willing to work:

A 40 hours per week (full-time)?

B 25-32 hours per week (part-time)?

C 17-24 hours per week (part-time)?

D 16 or fewer hours per week (part-time)?

E In an intermittent job (on-call/seasonal)?

F Weekends, shifts, or rotating shifts?

Are you willing to take a temporary job lasting:

A 5 to 12 months (sometimes longer)?

B 1 to 4 months?

C Less than 1 month?

Are you willing to travel away from home for:

A 1 to 5 nights each month?

B 6 to 10 nights each month?

C 11 or more nights each month?

THE FEDERAL GOVERNMENT IS AN EQUAL OPPORTUNITY EMPLOYER

Page 1 PREVIOUS EDITION USABLE NSN 7540-00-935-7150

62 BIAM Release 16, 4/6/90

DO NOT WRITE IN THIS AREA

FOR USE OF EXAMINING OFFICE ONLY

Material Entered register Submitted Returned Notations Form reviewed Form approved

Initials and Date J. D. JANE DOE 05-01-88

FOR USE OF APPOINTING OFFICER ONLY

Preference has been verified through proof that the separation was under honorable conditions, and other proof as required.

5 Point 10 Point - 30% or More Compensable Disability 10 Point - Less Than 30% Compensable Disability 10 Point - Other

Signature and Title

Agency Date

MILITARY SERVICE AND VETERAN PREFERENCE

18 Have you served on active duty in the United States Military Service? If your only active duty was training in the Reserves or National Guard, answer "NO". If "NO", go to 22.

YES NO

19 Were you honorably discharged from the military service? If your discharge was changed to "honorable" or "general" by a Discharge Review Board, answer "YES". If you received a clemency discharge, answer "NO". If "NO", explain in 47.

20 Did you or will you retire at or above the rank of major or lieutenant commander?

21 List the dates, branch, and serial number for all active duty service

Table with columns: FROM, TO, BRANCH OF SERVICE, SERIAL NUMBER

22 Place an "X" in the box next to your Veteran Preference claim. Mark only one. See the instructions for eligibility information.

- 1 NO PREFERENCE
2 5-POINT PREFERENCE - You must show proof when you are hired
3 Non-compensably disabled or Purple Heart recipient
4 Compensably disabled (less than 30%)
5 Spouse, widow(er), or mother.
6 Compensably disabled (30% or more).



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245



IN REPLY REFER TO:

Form BIA-62127
July 1989

62 BIAM 11
Illustration 7
Page 1 of 1

Dear

After careful evaluation of your application, we find that:

You meet the requirements of the position. Your application will be kept in our files for the following:

<u>Position</u>	<u>Pay Level</u>	<u>Location</u>
-----------------	------------------	-----------------

As vacancies occur for the above position(s), you will be referred along with all other eligible applicants. If you are selected for a job, you will be notified by telephone or mail.

Your application will be kept on file for one year from the date of receipt of your application. If you have not been selected for a position within this year, your application will be returned to you for updating.

The enclosed SF-86, Questionnaire for Sensitive Positions, and the SF-87, Fingerprint Chart must be completed and will be required by the time of appointment.

Other:

Sincerely,

Enclosures



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245



IN REPLY REFER TO:

Form BIA-62128
July 1989

62 BIAM 11
Illustration 8
Page 1 of 1

Dear

Your application has been on file since _____.

Since your application is over one year old, we ask that you update your application if you are still interested and available for employment. Enclosed is a blank SF-171. Be sure to attach any documentation which could change the evaluation of your qualifications, such as:

Verification of Indian Preference, BIA Form 5-4432 (Rev. 3/89).

Additional work experience.

College transcript for recent course work not currently on file.

Other: _____

You will again be considered for vacancies when your updated SF-171 is received in this office. Please attach this letter to the SF-171 that you resubmit.

Sincerely,

Enclosure

FRONT OF CARD:

Name	Exc Appt NIE			Indian/Non-Indian
	ASF		POB	
Address	Remarks			Date of Birth
City, State & Zip Code				Social Security
Telephone Number				

Positions qualified for - Level & Series:

Acceptable Location

BACK OF CARD:

Referred	Date	Position. Location	Action Taken

CERTIFICATE OF ELIGIBLES

CERTIFICATE NO.
ASF #

Issuing Office:

Date Issued

Issued To:

Deadline for Return

Selection of a non-Indian applicant MAY NOT be made as long as a QUALIFIED Indian applicant is available unless the waiver provision is invoked by the tribal governing body.

Symbols for reporting action taken on this certificate must be shown in the Action column below:

A - Selected NS - Not Selected CRU - Communication Returned Unclaimed
D - Declined FR - Failed to Reply

Vacancies	Position Title, Level Pay	Duty Location
-----------	---------------------------	---------------

Action	Type of Appointment	Name of Eligible
--------	---------------------	------------------

TO THE ISSUING OFFICE: Report of selection is submitted. All applications and necessary documents are returned.

I certify that the selected individual is not a relative of mine, nor of his/her immediate supervisor.

Selecting Official: _____ **Date:** _____

PLEASE RETURN CERTIFICATE BY DEADLINE DATE, OTHERWISE CERTIFICATE WILL BE VOIDED!!!

School Board Official: _____ **Date:** _____

DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS

SPECIFIC ANNOUNCEMENT LOG
 AND CERTIFICATION LOG

NAME	ISSUE DATE OF POB#	CLOSING DATE OF POB	TITLE, LEVEL, LOCATION	SERIES, PAY (FOR POB ANN.)	AREA OF CONSIDERATION ISSUED	DATE CERT.	NAME OF SELECTEE AND EFF. DATE	DATE FILE CLOSED
POB#								
ASF#								
(FOR CERT.)								
POB#								
ASF#								
(FOR CERT.)								
POB#								
ASF#								
(FOR CERT.)								
POB#								
ASF#								
(FOR CERT.)								
POB#								
ASF#								
(FOR CERT.)								
POB#								
ASF#								
(FOR CERT.)								



United States Department of the Interior



BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245

IN REPLY REFER TO:

Form BIA-62129
July 1989

62 BIAM 11
Illustration 13
Page 1 of 1

Dear

This is to confirm our job offer to you for the position of CE/CY _____,
at _____ per hour for the _____ school year, with the
Bureau of Indian Affairs, _____ Agency,
_____ School.

Your effective date has been established and you should report
to _____, Principle, _____ School,
on _____ at 8:00 am for orientation.

Please complete all of the enclosed forms and bring them with you on your
first day of work. The enclosed SF-78 form (Certificate of Medical
Examination) must be completed by the physician of your choice and at your
personal expense. All questions on the SF-78 must be answered and your
doctor's signature must be on both sheets of the form. The SF-86,
Questionnaire for Sensitive positions, and the SF- 87, Fingerprint chart
must be completed in advance of your appointment date and will be referred
to OPM for processing on your appointment date.

Upon reporting for duty, you will be required to complete additional
appointment forms and the Oath of Office will be administered at that
time.

The _____ Agency Education staff and the
_____ school board wish to take this opportunity to
welcome you and hope that your experience with us will be enjoyable.

If you do not report by the above date, it will be assumed that you are no
longer interested and another selection for this position will be made.
Should you decline this offer, please submit a written declination stating
your reasons.

If you have any questions about how to complete the enclosed forms, you
may contact _____ at the _____
_____ Agency, phone _____.

Sincerely,

Enclosures



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245



IN REPLY REFER TO:

Form BIA-62130
July 1989

62 BIAM 11
Illustration 14
Page 1 of 1

Dear

Your name was referred to _____ for the
position of _____ at _____

The selecting official has reported to this office that:

- You were not selected for the position.
- You declined consideration.*
- You failed to reply to official correspondence pertaining to consideration for employment.*

*Inasmuch as you do not appear to be interested in employment with the Bureau of Indian Affairs at this time, your application is being returned.

Sincerely,

BIA EAGLE

Standard Form 86
 Revised October 1967
 U.S. Office of Personnel Management
 FPM Chapter 736

QUESTIONNAIRE FOR SENSITIVE POSITIONS

Form Approved
 OMB No. 3206-0007
 Expires: 8-31-90
 NSN 7540-00-634-4036

Part 1		<i>Do NOT WRITE IN THIS AREA</i>				Case Number
<i>Agency Use Only (Complete items A through P using instructions in FPM Supplement 296-33.)</i>						
A Type of Investigation	B Extra Coverage	C Sensitivity Level	D Access	E Nature of Action Code	F Date of Action	
018	2	2	0	171	/ /	
G Geographic Location	H Position Code	I Position Title		J ZIP Code		
✓		OR 571				
K Location of Official Personnel Folder	L Location of Security Folder	M Other Address		N ZIP Code		
SON	SON					
O SIBAC Number	P Accounting Data		Signature			
14200699	✓		<i>Eagle</i>			
Q Requesting Official	R Name and Title		S Telephone Number		T Date	
	SOI (Individual)		✓		✓	

Persons completing this form should begin with the questionnaire. Please type or print your answers.

1 FULL NAME	• If you have only initials in your name, enter the initials in the "Last Name" box. • If you have no middle name, enter "N".	• If you have a "Jr.", "Sr.", "III", etc., enter the abbreviation in the "Middle Name" box.	2 DATE OF BIRTH
Last Name	First	Middle Name	Month Day Year
3 PLACE OF BIRTH		4 SOCIAL SECURITY NUMBER	
• Use the two letter code for City and County.		United States) - - - - -	
5 OTHER NAMES USED	• Give other names you used and the example: your maiden name, name.	name(s), alias(es), or nickname(s). If the other name is your maiden name, put "nee" in front of it.	
Name	Name	Month/Year From	Month/Year To
6 OTHER IDENTIFYING INFORMATION		Sex (mark one box)	
Height (feet and inches)	Weight (pounds)	Hair Color	Eye Color
7 TELEPHONE NUMBERS		Work (include Area Code and extension)	
8a CITIZENSHIP		Home (include Area Code)	
Mark the box at the right that applies to you and follow the instructions next to the box you marked.		I am a U.S. citizen by birth in the U.S. <input type="checkbox"/> Go to 8c	
		I am a U.S. citizen, but I was NOT born in the U.S. <input type="checkbox"/> Go to 8b	
		I am not a U.S. citizen. <input type="checkbox"/> Go to 8d	
8b UNITED STATES CITIZENSHIP	If you are a U.S. Citizen, but were not born in the U.S., enter your mother's maiden name in the box to the right and provide information about one or more of the following proofs of your citizenship. Then go to item 8c.	Mother's Maiden Name	
Naturalization Certificate (Where were you naturalized?)			
Court	City	State	Certificate Number
			Month/Day/Year issued

Refer to OFI-15 Pamphlet for General Instructions for completing Part I above

For use with Forms SF-86 and SF-86A
 OF-15 Pamphlet

APPENDIX A

GENERAL LOCATOR THREE-DIGIT CODE

THESE CODES AND 5-DIGIT ZIP CODES ARE TO BE USED IN COMPLETING FORMS SF-86 AND SF-86A. THE 5-DIGIT ZIP CODES ARE IMPORTANT IN ALL ENTRIES, AND THE CODES LISTED BELOW ARE FOR USE ONLY WHEN THE ZIP CODE IS NOT OBTAINABLE OR FOR EMPLOYMENTS AND RESIDENCES IN YEARS 8-15. TO USE THIS LISTING, ENTER THE CODE LISTED FOR EACH CITY IN THE STATE THAT IS NEAREST TO THE ADDRESS YOU ARE ENTERING ON THE FORM.

ALABAMA	CALIFORNIA	GEORGIA	IOWA	MARYLAND
Aniston 382	San Francisco 941	Albany 317	Mason City 504	Hyattsville 207
Birmingham 352	San Jose 951	Athens 308	Ottumwa 525	Mt. Airy 217
Dothan 383	San Luis 934	Atlanta 303	Sheldon 512	Salisbury 218
Evergreen 384	Obispo 940	Augusta 309	Sioux City 511	MASSACHUSETTS
Gadsden 358	San Rafael 948	Columbus 319	Spencer 513	Boston 021
Huntsville 358	Santa Ana 927	Gainesville 306	Waterloo 507	Brookton 024
Mobile 388	Santa 931	Macon 312	KANSAS	Buzzards Bay 025
Montgomery 381	Barbara 931	Savannah 314	Colby 677	Frammingham 017
Opelika 388	Santa Rosa 954	Swainsboro 304	Dodge City 678	Lynn 019
Prisma 387	Stockton 982	Valdosta 316	Fort Scott 687	Pittsfield 012
Tuscaloosa 364	Van Nuys 914	Waycross 315	Hays 676	Springfield 011
ALASKA	Whittier 908	HAWAII	Hutchinson 675	Worcester 018
Anchorage 995	COLORADO	Honolulu 988	Independance 673	MICHIGAN
Fairbanks 997	Alamasa 811	IDAHO	Kansas City 681	Detroit 482
Juneau 998	Brighton 808	Boise 837	Liberal 679	Flint 486
Ketchikan 988	Colorado 808	Lewiston 836	Salina 674	Gaylord 487
ARIZONA	Spring 808	Pocatello 832	Topeka 688	Grand Rapids 488
Flagstaff 860	Danver 802	Twin Falls 833	Wichita 672	Iron Mountain 488
Globe 856	Durango 813	ILLINOIS	KENTUCKY	Jackson 482
Kingman 884	Fort Morgan 807	Bloomington 617	Ashland 411	Kalamazoo 480
Phoenix 890	Glenwood 818	Carbondale 628	Bowling Green 421	Lansing 488
Prescott 883	Golden 804	Centralia 628	Campston 413	Royal Oak 480
Show Low 888	Grand Junction 815	Champaign 618	Coblen 407	Saginaw 488
Tucson 887	Longmont 806	Chicago 808	Elizabethton 427	Traverse City 488
ARKANSAS	Montrose 814	Effingham 684	Hazard 417	MINNESOTA
Batesville 726	Montree 814	Galesburg 614	Lawington 406	Bemidji 588
Camden 717	Pueblo 810	Kanokake 608	Louisville 402	Brainard 584
Fayetteville 727	Saffia 812	La Salle 613	Owensboro 423	Detroit Lakes 588
Fort Smith 728	CONNECTICUT	Peoria 616	Paduoch 420	Duluth 588
Harrison 728	Hartford 081	Quincy 623	Pittsville 416	Menkato 880
Hot Springs 719	New Haven 085	Rockford 611	Somerset 425	Minneapolis 584
Jonesville 724	New London 088	Rock Island 612	LOUISIANA	Rochester 588
Little Rock 722	Stamford 088	Springfield 827	Alexandria 713	St. Cloud 583
Pine Bluff 718	Waterbury 087	INDIANA	Baton Rouge 708	St. Paul 561
Russellville 728	Willmarat 082	Bloomington 474	Hammond 704	Thief River 567
CALIFORNIA	DELAWARE	Columbus 472	Lafayette 706	Falls 567
Ahambra 918	Wilmington 198	Evansville 477	Lake Charles 708	Wilmer 582
Bakersfield 933	DIST. OF	Fort Wayne 488	Monroe 712	Windom 561
Eureka 966	COLUMBIA	Gary 484	New Orleans 701	MISSISSIPPI
Fresno 937	200	Indianapolis 482	Shreveport 711	Columbus 387
Inglewood 903	FLORIDA	Kokomo 488	Thibodaux 703	Greenville 387
Long Beach 908	Pt. Myer 338	Lafayette 479	MAINE	Grenada 388
Los Angeles 900	Gainesville 328	Munda 473	Auburn 042	Gulport 385
Marysville 958	Jacksonville 322	South Bend 488	Augusta 043	Jackson 382
Mojave 936	Lakeland 338	Terre Haute 478	Bangor 044	Laurel 384
Oakland 946	Miami 331	Washington 475	Houaton 047	McComb 388
Oxnard 930	Orlando 328	IOWA	Portland 041	Meriden 383
Palm Springs 922	Panama City 324	Burlington 528	Rockland 048	Tupelo 388
Pasadena 911	Pensacola 325	Carroll 514	Waterville 048	MISSOURI
Redding 980	Tallahassee 323	Cedar Rapids 524	MARYLAND	Cape Girardeau 637
Sacramento 958	Tampa 328	Creston 508	Baltimore 212	Chillicothe 648
Salinas 938	West Palm Beach 334	Decorah 521	Cumberland 215	Flat River 638
San Bernardino 924		Des Moines 503	Easton 216	Hannibal 634
San Diego 921		Dubuque 520	Frederick 217	Harrisonville 647
		Fort Dodge 506		

MISSOURI		NEW MEXICO		OKLAHOMA		TENNESSEE		VIRGINIA	
Jefferson City	651	Soconno	878	Ardmore	734	Chattanooga	374	Pulaski	243
Joplin	648	Truth or Con-		Clinton	736	Columbia	384	Richmond	232
Kansas City	641	sequences	878	Durant	747	Cookeville	385	Roanoke	240
Kristville	635	Tucumcari	884	Enid	737	Jackson	383	Winchester	228
Poplar Bluff	638	NEW YORK		Lawton	736	Johnson City	378	WASHINGTON	
Rolla	654	Albany	122	McAlester	745	Knorrville	378	Everett	982
St. Joseph	648	Binghamton	138	Muskogee	744	McKenzie	382	Olympia	985
St. Louis	631	Bronx	104	Oklahoma		Memphis	381	Pasco	983
Sedalia	653	Brooklyn	112	City	731	Nashville	372	Seattle	981
Sturgeon	638	Buffalo	142	Ponca City	748	TEXAS		Spokane	982
Springfield	658	Elmira	148	Potsdam	748	Abilene	798	Tacoma	984
MONTANA		Glens Falls	128	Shawnee	748	Amarillo	791	Wenatchee	988
Billings	581	Hicksville	118	Tulsa	741	Austin	787	Yakima	988
Butte	587	Jamestown	147	Woodward	738	Beaumont	777	WEST VIRGINIA	
Great Falls	584	Kingston	124	OREGON		Bryan	778	Beckley	258
Havre	588	Monticello	127	Bend	977	Childress	792	Bluefield	247
Helena	588	New York	100	Eugene	974	Conroe	773	Buckhannon	282
Kalispell	588	Pittsburgh	128	Klamath Falls	978	Corpus Christi	784	Charleston	253
Miles City	583	Poughkeepsie	128	Medford	978	Dallas	752	Clarksburg	283
Missoula	588	Queens	110	Pendleton	978	Denton	782	Gassaway	288
Wolf Point	582	Riverhead	118	Portland	972	El Paso	788	Huntington	257
NEBRASKA		Rochester	148	Salem	973	Fort Worth	781	Lewisburg	248
Allamore	688	Statens Island	103	PENNSYLVANIA		Greenville	754	Martinsburg	254
Columbus	688	Suffern	108	Allentown	188	Houston	770	Parkersburg	281
Grand Island	688	Syracuse	132	Bradford	187	Longview	758	Petersburg	288
Hastings	688	Utica	138	Butler	180	Lubbock	784	Wheeling	280
Lincoln	688	Watertown	138	Du Bois	188	Lufkin	788	WISCONSIN	
McCook	680	White Plains	108	Erie	185	McAllen	788	Eau Claire	547
Norfolk	687	NORTH		Greensburg	188	Midland	787	Green Bay	543
North Platte	681	CAROLINA		Harrisburg	171	Palatine	758	La Crosse	548
Omaha	681	Ashville	288	Indiana	187	San Antonio	782	Madison	537
Valentine	682	Charlotte	282	Johnstown	188	Texasiana	758	Milwaukee	532
NEVADA		Fayetteville	288	Lancaster	178	Tyler	787	Oshkosh	548
Ely	888	Greensboro	274	Lehigh Valley	180	Victoria	778	Portage	538
Ely	883	Hickory	288	New Castle	181	Waco	787	Rhineland	548
Las Vegas	881	Kinston	288	Oil City	183	Wichita Falls	783	Spencer	548
Reno	888	Leicester	287	Philadelphia	181	UTAH		Wausau	544
NEW HAMPSHIRE		Raleigh	278	Pittsburgh	182	Ogden	844	WYOMING	
Concord	033	Rocky Mount	278	Pottsville	178	Provo	848	Casper	888
Keene	034	NORTH DAKOTA		Reading	188	Salt Lake City	841	Cheyenne	880
Litton	038	Blair	588	Scranton	188	VERMONT		Gillette	827
Manchester	031	Devils Lake	583	State College	188	Bellevue Falls	061	Rawlins	823
Portsmouth	038	Dickinson	588	Uniontown	184	Bernington	082	Riverton	828
NEW JERSEY		Fargo	581	Washington	153	Brattleboro	083	Rock Springs	828
Atlantic City	084	Grand Forks	582	Waltham	188	Burlington	084	Sheridan	828
Dover	078	Jamestown	584	Willsboro	188	Montpelier	088	Wheatland	822
Hackensack	078	Minot	587	Williamport	177	Rutland	087	Worland	824
Newark	071	Williston	588	RHODE ISLAND		Saint		AGAMA	
New		OHIO		Providence	028	Johnsbury	088	GUAM	988
Brunswick	088	Alton	443	SOUTH		White River		PUERTO RICO	
Peterson	078	Athens	457	CAROLINA		Junction	080	San Juan	088
Red Bank	077	Canton	447	Charlotte	294	VIRGINIA		VIRGIN	
Camden	081	Chillicothe	458	Columbia	282	Alexandria	223	ISLANDS	008
Summit	078	Cincinnati	482	Florence	288	Arlington	222		
Tranton	088	Cleveland	441	Greenville	288	Bristol	242		
NEW MEXICO		Columbus	432	SOUTH DAKOTA		Charlottesville	228		
Albuquerque	871	Dayton	484	Aberdeen	574	Cubepier	227		
Carrizosa	883	Lima	488	Mitchell	573	Farmville	238		
Clovis	881	Mansfield	448	Mobridge	578	Fredericksburg	224		
Farmington	874	Stauberville	438	Pierre	578	Harrisburg	228		
Gallup	873	Toledo	438	Rapid City	577	Lynchburg	248		
Las Cruces	880	Youngstown	445	Stoux Falls	571	Norfolk	238		
Las Vegas	877	Zanesville	437	Watertown	572	Petersburg	238		
Roswell	882								
Santa Fe	878								



DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
QUESTIONNAIRE

SELECTING OFFICIAL'S RESPONSIBILITIES:

According to experts in the field of screening applicants for child care positions, you may not be able to immediately evaluate the answers that you receive the first time you conduct this questionnaire; however, you will be able to evaluate the quality of the responses you receive by comparison after using the questionnaire several times. And, of course, some answers you receive the first time may compel you to investigate further. The questions provided above are only the minimum required. If a matter arises during the course of the interview that compels you to ask further questions, you must document the additional questions asked and the responses. For instance, if a response is given indicating the applicant might have been accused of inappropriate behavior involving children, you would be obligated to ask for further details and to follow up with any additional sources, such as other co-workers, neighbors, etc., who may have more specific knowledge. These additional questions and sources must be documented as part of the record that you maintain regarding the applicant.

In order to get the most factual, candid information, it is important to put the person being interviewed at ease. Remember to use that person's name throughout the interview. Always refer to the applicant in a friendly manner, also using the applicant's name throughout the interview rather than referring to the term "applicant". For example:

Using this phrasing,

"Mr. Jones, how would you evaluate Miss Jackson's self esteem?"

rather than,

"Sir, how would you evaluate the applicant's self esteem?"

It is advisable to conduct a number of practice sessions to familiarize yourself with the questionnaire and to become comfortable with asking the questions. Practice sessions can also prepare you for the range of possible responses and help you record key elements of the interview.

All of the questions have been designed to alert the interviewer to a number of profile characteristics of the pedophile. Those characteristics are:

- The abuser often does not believe children have rights.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
QUESTIONNAIRE

SELECTING OFFICIAL'S RESPONSIBILITIES:

- The abuser often does not work well with parents and/or believes that parents have no right to "interfere" or intervene in the education or care of their children.
- The abuser often has low self-esteem.
- The abuser often does not have good peer relationships with other adults.
- The abuser often seeks employment related to care of children with no previous related work experience.
- The abuser often makes frequent and/or abrupt moves, which makes him/her harder to identify.
- The abuser lacks insight into his/her own behavior, has poor impulse control, and lacks insight into appropriate boundaries and acceptable behavior between himself/herself and a child.
- The abuser often is not able to hold a job for very long, because of frequent moves to avoid detection, because of poor impulse control, or because of any of the other behavioral factors common among abusers.

Again, these factors do not constitute positive proof that an applicant is an abuser. The factors are only common characteristics found among abusers. Any indication of these characteristics or factors that are identified during an interview of background check must be investigated further and documented. They are not sufficient grounds in and of themselves for determining suitability for employment. Combined with other factors, or with specific information of a more serious nature, such as conviction for child abuse or molestation, they become very important.

Resumes and applications must be systematically screened and reviewed for critical factors prior to beginning the telephone check for references. Are there unaccounted for gaps in the employment history or unclear explanations for frequent moves? Is there a history of major career changes? Once you are completely familiar with the application and have made note of any critical factors or items that you feel require further explanation, you may begin the reference checking.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
REFERENCE CHECK

Prior to selection, the selecting official will conduct telephone checks with at least 3 references using the following required questions:

APPLICANT: _____ REFERENCE: _____

1. How long have known Mr./Ms. _____

2. In what capacity have you known Mr./Ms. _____

3. How would you describe Mr./Ms. _____ personal characteristics?

4. Since Mr./Mrs. _____ will be working with children, can you describe the relationship with his/her own children (if he/she has any), and his/her relationship with other children.

5. Has this person had other regularly scheduled activities with children? Please describe the nature of these activities.

6. How do you feel this person performed in this capacity? (Refer to 5 above).

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
REFERENCE CHECK

7. Can you tell me about the applicant's work history? How long has the applicant remained in his/her position during the period you've known him?

8. Can you describe the applicant for me? How do you think the applicant sees himself/herself? How do others see him/her? How do you see him/her.

9. I would be interested in knowing if you think there may be any problems or conditions that would interfere with the applicant's ability to care for children or that in any way endanger the children under the applicant's care. These problems include substance abuse, mental illness, emotional disturbance, or a history of physical or sexual abuse?

Signature of Selecting Official

Date

NOTE: Responses to the above questions must be fully documented.
Attach additional pages as necessary.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
PAST EMPLOYER CHECK

Prior to selection, the selecting official will conduct telephone checks with at least 3 employers using the following required questions:

APPLICANT: _____ EMPLOYER: _____

1. How long have you known Mr./Ms. _____

2. In what capacity have you known Mr./Ms. _____

3. How would you describe Mr./Ms. _____ personal characteristics?

4. Since Mr./Ms. _____ will be working with children, can you describe the relationship with his/her own children (if he/she has any) and his/her relationship with other children.

5. Has this person had other regularly scheduled activities with children? Please describe the nature of these activities.

6. How do you feel this person performed in this capacity? (Refer to 5 above).

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BACKGROUND INVESTIGATION
PAST EMPLOYER CHECK

7. Can you tell me about the applicant's work history? How long has the applicant remained in his/her position during the period you've known him?

9. Can you describe the applicant for me? How do you think the applicant sees himself/herself? How do others see him/her? How do you see him?

10. I would be interested in knowing if you think there may be any problems or conditions that would interfere with the applicant's ability to care for children or that in any way endanger the children under the applicant's care. These problems include substance abuse, mental illness, emotional disturbance, or a history of physical or sexual abuse?

Signature of Selecting Official

Date

NOTE: Responses to the above questions must be fully documented.
Attach additional pages as necessary.

CAREER CHANGE

These additional questions must be asked in cases where there is a career change from work unrelated to contact with children; to application for work with close contact with children; or there are gaps in employment; or there are frequent job changes, especially abrupt changes; or there is failure to last on a job.

APPLICANT _____ CONTACT _____

- A. What explanation has Mr./Mrs. _____ given you for making this career change when there is a lack of related experience in the field?
- B. What are the reasons given to you for why Mr./Mrs. _____ has moved so frequently?
- C. What are the reasons given to you for why Mr./Mrs. _____ has made such abrupt moves and/or job changes?
- D. What are the reasons you have been given for why Mr./Mrs. _____ has stayed in a job for what appears to be only short periods of time?
- E. Other interview questions and responses.

Signature of Selecting Official

Date

NOTE: Responses to the above questions must be fully documented.
Attach additional pages as necessary.

Random Number List

Date	Number								
_____	0	_____	0	_____	1	_____	2	_____	8
_____	3	_____	4	_____	5	_____	7	_____	2
_____	1	_____	3	_____	6	_____	3	_____	9
_____	6	_____	7	_____	3	_____	4	_____	7
_____	2	_____	9	_____	2	_____	9	_____	4
_____	4	_____	1	_____	8	_____	8	_____	0
_____	8	_____	5	_____	9	_____	6	_____	1
_____	7	_____	6	_____	0	_____	1	_____	3
_____	5	_____	2	_____	4	_____	5	_____	5
_____	9	_____	8	_____	7	_____	0	_____	6
_____	7	_____	2	_____	1	_____	6	_____	7
_____	3	_____	8	_____	5	_____	2	_____	4
_____	2	_____	3	_____	7	_____	0	_____	5
_____	6	_____	0	_____	3	_____	5	_____	1
_____	0	_____	7	_____	4	_____	8	_____	9
_____	8	_____	6	_____	8	_____	4	_____	3
_____	1	_____	1	_____	2	_____	9	_____	2
_____	5	_____	5	_____	6	_____	7	_____	0
_____	9	_____	4	_____	9	_____	3	_____	8
_____	4	_____	9	_____	0	_____	1	_____	6
_____	3	_____	5	_____	5	_____	9	_____	4
_____	6	_____	4	_____	9	_____	2	_____	7
_____	7	_____	7	_____	4	_____	0	_____	9
_____	9	_____	2	_____	1	_____	4	_____	6
_____	8	_____	9	_____	8	_____	8	_____	5
_____	2	_____	3	_____	3	_____	6	_____	2
_____	4	_____	8	_____	0	_____	3	_____	3
_____	1	_____	6	_____	7	_____	7	_____	1
_____	0	_____	1	_____	2	_____	1	_____	0
_____	5	_____	0	_____	6	_____	5	_____	8
_____	2	_____	7	_____	0	_____	6	_____	3
_____	7	_____	5	_____	9	_____	5	_____	5
_____	8	_____	3	_____	5	_____	0	_____	0
_____	5	_____	9	_____	7	_____	7	_____	6
_____	6	_____	1	_____	1	_____	9	_____	1
_____	4	_____	8	_____	2	_____	3	_____	2
_____	3	_____	6	_____	8	_____	4	_____	4
_____	1	_____	2	_____	3	_____	8	_____	8
_____	9	_____	4	_____	6	_____	2	_____	7
_____	0	_____	0	_____	4	_____	1	_____	9

School Year Contract

This is a contract of employment between the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs, _____ School/Agency and _____ employee. Both parties mutually agree that:

1. The employee shall be employed by the _____ School/Agency for a period from _____, 19____, to _____, 19____, as _____. This period includes _____ instructional days, _____ administratively determined work days, and _____ Federal holidays and _____ school vacation days.

2. The employee shall, during the term of employment, perform duties pertaining to the position and the duties assigned by the supervisor.

3. This contract and the parties hereto are and shall continue to be subject to applicable laws and regulations of the Federal Government and the state in which the position is located and to the rules and regulations of the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs and the rules and regulations of the local school and the local school board.

4. Subject to the provisions of the applicable approved budget, the employee shall during the term hereof receive a salary of \$_____ per hour, less required or authorized deductions, for a total annual salary of _____.

5. If a pre-employment or post-audit review of the qualifications of the employee shows that the employee is not suitable or qualified for the position or salary herein, this contract may be adjusted or terminated.

6. During the probationary period, if the employee's performance or conduct is not satisfactory, this contract will not be renewed or it may be terminated during the term of this contract.

7. This contract may be terminated by the school prior to its expiration date in accordance with the rules and regulations of the Office of Indian Education Programs as set forth in 62 BIAM.

8. Failure to renew this contract does not constitute termination for cause or for other reasons.

Designated Representative, OIEP:

Signature - Title Date

Employee: _____
Signature Date

Concurred by: _____
School Board Signature - Title Date

Year Long Contract

This is a contract of employment between the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs, _____ School/Agency and _____ employee. Both parties mutually agree that:

1. The employee shall be employed by the _____ School/Agency for a period from _____, 19____, to _____, 19____, as _____ work days, _____ Federal holidays and _____ days vacation leave.

2. The employee shall, during the term of employment, perform duties pertaining to the position and the duties assigned by the supervisor.

3. This contract and the parties hereto are and shall continue to be subject to applicable laws and regulations of the Federal Government and the state in which the position is located and to the rules and regulations of the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs and the rules and regulations of the local school and the local school board.

4. Subject to the provisions of the applicable approved budget, the employee shall during the term hereof receive a salary of \$ _____ per hour, less required or authorized deductions, for a total annual salary of _____.

5. If a pre-employment or post-audit review of the qualifications of the employee shows that the employee is not suitable or qualified for the position or salary herein, this contract may be adjusted or terminated.

6. During the probationary period, if the employee's performance or conduct is not satisfactory, this contract will not be renewed or it may be terminated during the term of this contract.

7. This contract may be terminated by the school prior to its expiration date in accordance with the rules and regulations of the Office of Indian Education Programs as set forth in 62 BIAM.

8. Failure to renew this contract does not constitute termination for cause or for other reasons.

Designated Representative, OIEP:

Signature - Title

Date

Employee: _____

Signature

Date

Concurred by: _____

School Board Signature - Title

Date

School Year Contract

This is a contract of employment between the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs, _____ School/Agency and _____, employee. Both parties mutually agree that:

1. The employee shall be employed by the _____ School/Agency for a period from _____, 19__, to _____, 19__, as _____. This period includes _____ instructional days, _____ administratively determined work days, and _____ Federal holidays.
2. The employee shall, during the term of employment, perform duties pertaining to the position and the duties assigned by the supervisor.
3. This contract and the parties hereto are and shall continue to be subject to applicable laws and regulations of the Federal Government and the state in which the position is located and to the rules and regulations of the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs and the rules and regulations of the local school and the local school board.
4. Subject to the provisions of the applicable approved budget, the employee shall during the term hereof receive a salary of \$ _____ per day, less required or authorized deductions, for a total annual salary of _____.
5. If a pre-employment or post-audit review of the qualifications of the employee shows that the employee is not suitable or qualified for the position or salary herein, this contract may be adjusted or terminated.
6. During the probationary period, if the employee's performance or conduct is not satisfactory, this contract will not be renewed or it may be terminated during the term of this contract.
7. This contract may be terminated by the school prior to its expiration date in accordance with the rules and regulations of the Office of Indian Education Programs as set forth in 62 BIAM.
8. Failure to renew this contract does not constitute termination for cause or for other reasons.

Designated Representative, OIEP:

Signature - Title	Date
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Employee: _____ Signature	Date
------------------------------	------

Concurred by: _____ School Board Signature - Title	Date
---	------

School Year Contract

This is a contract of employment between the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs, _____ School/Agency and _____, employee. Both parties mutually agree that:

1. The employee shall be employed by the _____ School/Agency for a period from _____, 19____, to _____, 19____, as _____. This period includes _____ instructional days, _____ administratively determined work days _____ Federal holidays and _____ days when the school is closed for school vacations. For this period the employee will earn _____ days of annual leave which may be taken during school vacations and at such other times and for such purposes as are approved in advance by the supervisor.

2. The employee shall, during the term of employment, perform duties pertaining to the position and the duties assigned by the supervisor.

3. This contract and the parties hereto are and shall continue to be subject to applicable laws and regulations of the Federal Government and the state in which the position is located and to the rules and regulations of the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs and the rules and regulations of the local school and the local school board.

4. Subject to the provisions of the applicable approved budget, the employee shall during the term hereof receive a salary of \$ _____ per day, less required or authorized deductions, for a total annual salary of _____.

5. If a pre-employment or post-audit review of the qualifications of the employee shows that the employee is not suitable or qualified for the position or salary herein, this contract may be adjusted or terminated.

6. During the probationary period, if the employee's performance or conduct is not satisfactory, this contract will not be renewed or it may be terminated during the term of this contract.

7. This contract may be terminated by the school prior to its expiration date in accordance with the rules and regulations of the Office of Indian Education Programs as set forth in 62 BIAM.

8. Failure to renew this contract does not constitute termination for cause or for other reasons.

Designated Representative, OIEP:

Signature - Title Date

Employee: _____
Signature Date

Concurred by: _____
School Board Signature - Title Date

PRIVACY ACT STATEMENT

Section 6311 of Title 5 to the U.S. Code authorizes collection of this information. The primary use of this information is by management and your payroll office for pay purposes. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation on you for employment or security reasons; to the Office of Personnel Management or General Accounting Office when the information is required for evaluation of pay administration; and to the General Services Administration in connection with its responsibilities for records management.

If your agency uses the information furnished on this form for purposes other than these indicated above, it may provide you with an additional statement reflecting those purposes.

Addendum to Contract for Provisional Appointments

_____	Date
_____	Contract
(Kind of Contract)	
_____	School
(Location)	
_____	Position

This addendum is an agreement between the Department of the Interior, Bureau of Indian Affairs, Office of Indian Education Programs designated representative for the _____ School/Agency and _____ herein called employee who does not fully meet all Bureau of Indian Affairs qualifications for the full operational level position employed in. This addendum will be attached to and be a part of the current employee contract. Both parties mutually agree:

1. The employee is being employed without meeting the full qualifications of the position.

2. The employee agrees to make satisfactory progress toward meeting full qualification standards for the position. Satisfactory progress is defined as six (6) or more semester hours annually toward full qualification standards or the following:

3. Progress toward full qualification standards will be considered for contract renewal. Failure to work toward and show satisfactory progress will be considered as justifiable reasons for non-renewal of contract or termination of an existing contract on or before the beginning of the school year. The employee is responsible for documenting satisfactory progress prior to the start of the next school term.

Designated Representative OIEP: _____
(Signature) (Date)

Employee: _____
(Signature) (Date)

Concurred by (School Board) _____
(Signature) (Date)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20245



IN REPLY REFER TO:

Form BIA-62131
July 1989

62 BIAM 11
Illustration 22
Page 1 of 1

Memorandum

To: To the Record
From: Employee Name
Subject: Retirement under Pub. L. 96-135.

"This is to certify that I am not entitled to any provisions of the Indian preference laws. I further certify that I have never been the recipient of the waiver of Indian preference laws which may have been granted by a Federally recognized Indian tribe under the provisions of Pub. L. 95-561 and Pub. L. 96-135."

This also certifies that I understand that by accepting the waiver of Indian preference granted by the local school board or tribal governing body of the _____ Tribe for the position of _____ at _____ school/agency on _____ that I have lost all entitlement to the early out retirement provisions of Pub. L. 96-135 in the Bureau of Indian Affairs or Indian Health Service. I further understand that by accepting this waiver, in any future position I accept, whether or not Indian preference is waived, I will no longer be eligible for early out retirement under Pub. L. 96-135.

Signature and Date

FINAL SALARY CLEARANCE

Accounting Office _____ Date _____

Name of Employee _____ Title _____ Date - Sep. or Trans. _____

According to the records, the employee named herein has been cleared of property and record accountability and indebtedness to the United States as indicated below:

1. BRANCH OF PROPERTY AND SUPPLY 3. FISCAL SECTION

- a. Government Property _____
- b. Government Records _____
- d. Credit Cards _____
- e. Building Pass (Special) _____
- f. Transportation Requests _____
- g. Parking Permit _____
- h. Other (Specify) _____

- a. Accounts Receivable _____
- b. Travel Advances _____
- c. Leave Accounts (Annual, Sick, and other leave) _____
- d. Imprest Fund Cashier _____
- e. Authorized Collector _____
- f. Other (Specify) _____

2. OFFICE OF SAFETY

- a. Motor Vehicle ID Card _____
- b. Other (Specify) _____

4. IMMEDIATE SUPERVISOR

- a. Final T&A Report _____
- b. Other (Specify) _____

(Supervisor)

INSTRUCTIONS:

1. Provide clearance by surname beside each item at appropriate level of responsibility.
2. Report shall be initiated by employee's supervisor when Form SF-52 is prepared.
3. Completed original of this form shall be forwarded along with the final Time and Attendance Report form to:

Branch of Finance and Accounting
Cash Management Section
P.O. Box 127
Albuquerque, NM 87103

only when there is an outstanding debt.

EMPLOYEES ORIENTATION PACKAGE:

Tour of Duty
Retirement
Health Benefits Booklet
Life Insurance Booklet
Union Representation
Employee's Responsibilities for Supplies, Materials and Equipment
Employees Orientation Instructions Concerning Procurement
Savings Bond, SF-1192
Travel
Allotment of Pay, SF-1198 or SF-1199.A
Leave
School Calendar
Government ID Card
Government Driver's Permit, if applicable
Adverse Weather Policy
Handbook
Thrift Savings Plan
Thrift Savings - Designation of Beneficiary Form (TSP-3)
*Performance Appraisal and IDP's
*Negotiated Agreement
*Federal Register - Employee's Conduct and Responsibilities
Drug Testing Form
*OIEP Statement of Policy/Employee Conduct (Illustration 30)
Probationary Period

*With acknowledgment statement.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

(Agency)

(School)

CALCULATIONS USED TO COMPUTE INCREMENTS & HOURLY PAY RATE FOR SCHOOL YEAR.

NAME: _____

POSITION: _____

CURRENT PAY LEVEL & INCREMENT: _____

CURRENT HOURLY RATE: _____

ELIGIBLE FOR RENEWAL INCREMENT: _____
(IN PAY STATUS MINIMUM OF 24 WEEKS)

_____ 1st year contract renewal - 2 increments

_____ 2nd, 3rd & 4th year contract renewals - 1 increment

ELIGIBLE FOR MERIT INCREMENT(S):
(IN PAY STATUS MINIMUM OF 24 WEEKS)

_____ ABOVE SATISFACTORY - 1 increment

_____ OUTSTANDING - 2 increments

ELIGIBLE FOR ADDITIONAL COLLEGE WORK INCREMENTS: _____

TOTAL NUMBER OF INCREMENTS EARNED: _____

+ CURRENT PAY LEVEL & INCREMENT: _____

= NEW PAY LEVEL & INCREMENT: _____

+ NEW HOURLY RATE: _____

Signature and Date

Reviewed

NOTE: This form cannot be used for teachers, counselors or
homeliving specialists.

Agency/Area/School

AGREEMENT FOR VOLUNTARY SERVICES

NAME, Last, first, middle initial (please print) TELEPHONE

ADDRESS (STREET, CITY, STATE, ZIP CODE)

Brief description of work to be performed, including minimum time
commitment required. (Attach additional pages if needed)

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be Federal employees for any purpose other than tort claims and injury compensation, and I understand that volunteer services is not creditable for leave accrual or any other employee benefits. I also understand that either the BIA or I may cancel this agreement at any time by notifying the other party.

I hereby volunteer my services as described above, to assist BIA in its authorized work.

Signature of Volunteer Date

The BIA and the school board agree, while this arrangement is in effect, to provide such materials, equipment and facilities as are available and needed to perform the work described above, and to consider you as a Federal employee only for the purpose of tort claims and compensation for related injuries.

ASE, AEPA, School Supervisor Date

School Board Representative Date

University Representative Date

Agreement Terminated on _____
Month, Day, Year

PARENTAL APPROVAL FORM

NAME OF VOLUNTEER _____

PARENT OR GUARDIAN'S NAME _____

ADDRESS _____

PHONE: (Residential) _____ (Business) _____

I affirm that I am the parent/guardian of the above named volunteer. I understand that the BIA's volunteer program does not provide compensation, and that the services will not confer on the volunteer the status of a Federal employee. I have read the attached description of the work that the volunteer will perform.

I give my permission for _____ to participate in this program, at _____ from _____ to _____
School/Agency (Date) (Date)

(Signature)

(Date)

EDUCATION
Categories of Duties for Determining
Pay of Education Positions

POSITION DESCRIPTION

Employing School/Agency _____

Address _____

Title of Education Position & Category _____

The contract salary for this position is in Level _____ and ranges
from Step _____ through Step _____.

*School, Agency or Area Supervisor:

(Signature) (Date)

(Title)

*Immediate Supervisor:

(Signature) (Date)

(Title)

*CERTIFICATION:

I certify that the attached is an accurate statement of the major duties
and responsibilities of this position and is in compliance
with 62 BIAM.

**Agency Superintendent for Education or
Area Education Program Administrator:

(Signature) (Date)

(Name and Title)

** I certify that the position has been properly Categorized
(for new or revised position descriptions only.)

Employee acknowledgment of receipt of Position Description:

Employee:

(Signature) (Date)

(Name and Title)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

WASHINGTON, D.C. 20245

IN REPLY REFER TO:

Form BIAM-62156
July 1989

62 BIAM 11
Illustration 30
Page 1 of 1

OIEP STATEMENT OF POLICY/EMPLOYEE CONDUCT

Employees of the BIA are expected to maintain especially high standards of honesty, integrity, impartiality, and conduct to ensure the proper performance of government business and the continued trust and confidence of citizens in their government. This responsibility extends to employee conduct involving students.

Any act(s) of child abuse or sexual abuse by Bureau personnel shall not be tolerated nor shall attempts by personnel to cover up these acts. Specific incidents of child abuse or sexual abuse must be reported immediately and must follow BIA procedures. Sexual relations with a minor or student is unethical, unprofessional, and will be viewed as a serious conduct violation.

Employee use of illegal drugs or distribution of alcohol and illegal drugs to students is against the law. Consumption of alcohol while on official duty status is not permitted. Any use of illegal drugs is strictly prohibited.

These acts can result in disciplinary action up to and including removal.

I, _____ do hereby certify that I have read and
(Name)
understand the above policy statement.

Signature

Date

NOTE: This form will be filed in the Official Personnel File for the duration of employment with the Bureau of Indian Affairs.

4/67
U.S. Office of Personnel Management
FD-306 (Rev. 7-78)

REQUEST FOR PERSONNEL ACTION

62 BIAM 11
Illustration 31
Page 1 of 2

PART A—Requesting Office (Also complete Part B, Items 1, 7-22, 32, 33, 36 and 39.)

Actions Requested Performance Award	2 Request Number
Personal Information Call (Name and Telephone Number)	4 Proposed Effective Date
Action Requested By (Typed Name, Title, Signature, and Request Date) Supervisor	6 Action Authorized By (Typed Name, Title, Signature, and Concurrence Date) Principal/ASE/AEPA

PART B—For Preparation of SF 50 (Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)

1. Name (Last, First, Middle)	2 Social Security Number	3 Date of Birth	4 Effective Date
-------------------------------	--------------------------	-----------------	------------------

First Action				Second Action							
5-A. Code	5-B. Nature of Action	5-C. Code	5-D. Legal Authority	5-E. Code	5-F. Legal Authority	6-A. Code	6-B. Nature of Action	6-C. Code	6-D. Legal Authority	6-E. Code	6-F. Legal Authority
885	Performance Award										

7. FROM: Position Title and Number	15. TO: Position Title and Number Education Specialist 561.1111T
------------------------------------	--

8. Pay Plan	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Salary/Award	21. Pay Basis
						CY	1710	05	21	\$17.97	PH

14. Name and Location of Position's Organization	22. Name and Location of Position's Organization
--	--

Employee Data			
2. Veterans Preference 1—None 3—10 Pt. Deab. 5—10 Pt. Other 2—5 Pt. 4—10 Pt. Comp. 6—10 Pt./30% Comp.	24. Tenure 0—None 2—Conditional 1—Permanent 3—Indefinite	25. Agency Use	26. Veterans Preference for RIF <input type="checkbox"/> YES <input type="checkbox"/> NO
7. REGU	28. Annuitant Indicator 1—Reempl. Ann-CS 3—RETM 5—RETM & CS 2—RETO 4—RETO & CS 6—Not Applicable	29. Pay Rate Determinant	
1. Reassignment Plan	31. Service Comp. Date (Leave)	32. Work Schedule 1—Intermittent J—INT Seasonal F—Full-time G—FT Seasonal H—FT On Call P—Part-time Q—PT Seasonal R—PT On Call	33. Part-Time Hours Per Biweekly Pay Period

Position Data		
Position Occupied 1—Competitive Service 3—SES General 2—Excepted Service 4—SES Career Reserved	35. FLSA Category E—Exempt N—Nonexempt	36. Appropriation Code
2	38. Duty Station (City—County—State or Overseas Location) Phoenix, Arizona	37. Bargaining Unit Status

Agency Data	41.	42.	43.	44.
-------------	-----	-----	-----	-----

Educational Level	46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1—USA 8—Other	50. Vietnam Era Vet V—Yes N—No	51. Supervisory Status
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PART C—Reviews and Approval (Not to be used by requesting office.)

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
			D.		
			E.		
			F.		

Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.

Signature _____ Approval Date _____

PART D—Remarks by Requesting Office

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement?
If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES NO

62 BIAM 11
Illustration 31
Page 2 of 2

PART E—Employee Resignation/Retirement

Privacy Act Statement

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary or Labor or a State agency in connection with administration of unemployment compensation programs.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and agencies to issue

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you, and (3) any unemployment compensation benefits to which you may be entitled.

1 Reason for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day—midnight—unless you specify otherwise.)

2 Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
------------------	-------------------	----------------	---

PART F—Remarks for SF 50

This is a performance award of \$ _____ for level _____ performance evaluation in accordance with 62 BIAM 11.54 C (4).

CASH AWARD SUMMARY SHEET

EMPLOYEE NAME _____

SSN _____

DEPARTMENT IN BUREAU BIA

SUBBUREAU _____ TIMEKEEPER PAYROLL
BLOCK # _____

PAY PERIOD TO BE PROCESSED/PAID THROUGH PAY/PERS SYSTEM _____

	AMOUNT	COST ACCOUNT
H.C. 30A CASH AWARD	_____	_____
	(Must be Rounded Off)	

PREPARED BY:

DATE:

PHONE NUMBER:

Employee Name: _____

Employee SS#: _____

* Organization Code: _____

* Sub-Bureau: _____

* Timekeeper Payroll Block #: _____

STIPEND PAYMENT ELECTION

Bureau employees may elect to receive a stipend in lieu of overtime for sponsoring extracurricular activities at BIA-operated schools. If a stipend is chosen, it may be paid biweekly during the period the activity is conducted or in one sum, the pay period following the completion of the activity. The election may not be changed during the school year.

Type of extracurricular activity: _____

Starting Date: _____ Ending Date: _____

Total Amount of Stipend: _____

Payment option for stipends (check one):

_____ Biweekly - Payment is to be pro-rated over the length of the activity.

_____ Lump sum paid the first pay period after the ending date of the activity (pay period # _____).

Employee Signature

Date

-
- * As shown on T/A
 - One copy - For School
 - Original to Personnel Office - For transmittal to Denver Payroll

Conversion of Status Quo Teachers, Counselors and
Homeliving Specialists to the OIEP Teacher/
Counselor Pay Schedule

I. Alternative A - Current hourly rate

1. Divide current annual salary by 2087
(hours in work year to determine
hourly rate) _____
Current Hourly Rate
2. Find correct pay level based on current educational level on the
OIEP Teacher/Counselor pay schedule. Enter pay level here
_____.
3. Read across the pay level until you find the current hourly rate.
If the current hourly rate is not shown, but falls between two
increments, select the higher increment.
4. Alternative A is pay level _____ Increment _____
Hourly rate _____.

II. Alternative B

1. (a) Enter number of full school years successfully completed as a
BIA teacher, counselor or homeliving specialist only (other
positions do not count) up to 14. Partial years and/or
unsatisfactory or marginal performance ratings do not
count. _____ years.
(b) Enter 1 for 15-19 years of BIA experience or 2 for 20+ years of
BIA experience _____.
2. Enter number of years of non-BIA teaching or counseling experience
in an accredited elementary or secondary school, not to exceed 5
years _____.
3. Add base increment, always 1
4. Earned step (Total of 1, 2, & 3, Part II) _____
5. Select correct pay level based on educational level. Enter
here _____.
6. The correct pay is level _____ increment _____ hourly
rate _____.

7. Correct hourly rate for Alternative B is _____
Example:

- 1. BIA a. 14
 b. 1
- 2. Non-BIA 15
- 3. Base 1
- 4. Total increments 21
- 5. Earned increment 17 (top increment - pay scale only goes to 17 increments)
- 6. Pay Level 13
- 7. The correct pay is level 13, increment 17 hourly rate \$19.49

III. Summary

- 1. Enter pay level, increment, and hourly rate from Part I, 4.
Pay Level _____ Increment _____ Hourly Rate _____
- 2. Enter pay level, increment, and hourly rate from Part II, 6.
Pay Level _____ Increment _____ Hourly Rate _____
- 3. The teacher, counselor or homeliving specialist will receive the higher rate of the two above, for the _____ school year.
Pay Level _____ Increment _____ Hourly Rate _____

Employee

Principal

Date

Date

Form BIA-62159
July, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OFFICE OF INDIAN EDUCATION PROGRAMS

62 BIAM 11
Illustration 35
Page 1 of 1

PAYPERS SYSTEM - Division of Payroll

Employee Name: _____

Employee SS#: _____

Location Code: _____

*Sub-Bureau: _____ *Personnel Office Identifier _____

Timekeeper Payroll Block # _____

SALARY PAYMENT OPTION (Check One)

OIEP employees may elect to receive their pay either over the school year or over a 12 month period. In either case, pay is issued biweekly. The employee may change this election once prior to the 2nd Friday in January.

- _____ 1. School Year
- _____ 2. Prorated
- _____ 3. Prorated with lump sum

Check one:

- _____ Original election
- _____ Change of election (due by 2nd Friday in January)
- _____ Change to lump sum (due by 3rd Friday in April)

Employee Signature

Date

Principal

Personnel Officer

- * To be completed by the Personnel Office
- One copy for school
- One copy & original to Personnel Office

INSTRUCTIONS FOR PERFORMANCE APPRAISAL FORM

SECTION A

Documents completion of planning session during which supervisor with assistance from employee:

- o Decides on critical and required elements under which employee will be rated during the appraisal period.
- o Develops the performance standard for each element along with the five levels of performance against which employee's actual performance will be compared.
- o Documents each element, its standard and performance levels on a separate copy of Section C.
- o Prepares employee's Individual Development Plan and attaches a copy to the Appraisal Form.
- o Signs and dates Section A. Employee does the same. (If employee declines to sign, the supervisor so notes in Section A, and records the reason given by the employee for not signing.)

SECTION B

Documents conduct of the periodic review and feedback sessions (at least every six months for employees and quarterly for probationary supervisor), during which the supervisor and employee:

- o Review the performance elements, standards and levels for currentness. Any changes made are documented in Section C.
- o Review contents of the Supplemental Employee Performance Folder.
- o Discuss employee performance to date including any areas in need of improvement, and decide on any appropriate action to be taken (e.g., training, counseling, rewarding). (See Note, below.)
- o Sign and date Section B, to jointly confirm the completion of each review and feedback session.

NOTES: If supervisor believes employee's performance is approaching an unacceptable Level 1, in one or more critical elements, he/she must provide the employee with a confirming memorandum citing the deficiency; the action to be taken to meet minimum performance standards; and the reasonable period of time in which to demonstrate acceptable performance.

SECTION C

- o Using a copy of Section C for each element, the supervisor enters the element, its standard and performance levels in the boxes provided for that purpose.
- o Any change in an element, standard or level is documented by the on the applicable copy of Section C, followed by the initials of both supervisor and employee and the date such change was made.
- o At the end of the rating period, the supervisor enters the narrative appraisal of employee's actual performance for each element and the rating level (5-1) assigned the employee for that element.

SECTION D

- o Supervisor records the performance elements and assigned rating levels taken from all copies of Section C, and enters the Summary Performance Rating computed from the procedure shown on reverse side of Section D.
- o Supervisor informs employee of the date, time and place of the appraisal interview for mutual discussion of the appraisal, individual element ratings, narrative appraisal statements and Summary Performance Rating.
- o Completion of appraisal interview is acknowledged by supervisor completing, signing and dating lower left portion of Section D, and by employee signing and dating in lower right portion.
- o Supervisor forwards the Appraisal Form to the Reviewing Official.

SECTION E

- o Completed by Reviewing Official to document his/her concurrence or disagreement with the appraisal rating.
- o Reviewing Official then signs and dates Section E, and returns the Appraisal Form to the supervisor.*

SECTION F

- o Completed by any party to the appraisal for recording any remarks or concerns they may have regarding the appraisal. Must be completed by:
 - o Supervisor and employee to document any unsuccessful informal attempts at resolving employee concerns over the appraisal or an interim rating.
 - o Reviewing Official for recording the justification for any change made to employee's appraisal rating.

*Supervisor, upon receipt of the Appraisal Form from the reviewing official, checks to insure all appraisal actions have been completed, signed and dated, furnishes copy of the completed form to the employee, and forwards the original to the servicing Personnel Office for filing and disposition.

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

PERFORMANCE APPRAISAL FORM

Name _____ Rating Period:
Position _____ From _____ To _____
Organization/Unit _____

SECTION A - PLANNING SESSION

The planning session prescribed in 44 BIAM 430, 2.2C was held and the critical and required performance elements and standards of the employee's position upon which the summary performance rating will be based were prepared and documented in Section C with the assistance of the employee. A copy of the required Individual Development Plan is attached.

_____	_____	_____	_____
Rating Official	Date	Employee	Date

SECTION B - REVIEW AND FEEDBACK

A review and feedback session as prescribed in 44 BIAM 430, 2.2E was conducted on the dates indicated below.

_____	_____	_____	_____
Rating Official	Date	Employee	Date
_____	_____	_____	_____
Rating Official	Date	Employee	Date
_____	_____	_____	_____
Rating Official	Date	Employee	Date
_____	_____	_____	_____
Rating Official	Date	Employee	Date

SECTION C - PERFORMANCE ELEMENT, STANDARD & APPRAISAL

NAME: _____
From _____ TO _____
 Critical Required Element
Performance Standard _____

LEVELS OF PERFORMANCE	NARRATIVE APPRAISAL OF ACTUAL PERFORMANCE Employee is rated at LEVEL _____ in accordance with the following justification:
5	
4	
3	
2	
1	

SECTION D - RATING LEVELS AND SUMMARY PERFORMANCE RATING

NAME: _____

RATING LEVELS

- 5. Overall, total performance is Outstanding - of rare, very high quality. (5 Points)
- 4. Overall, total performance exceeds Fully Successful. (4 Points)
- 3. Overall, total performance is Fully Successful. (3 Points)
- 2. Overall, total performance is not Unacceptable, but needs improvement to achieve the Fully Successful level. (2 Points)
- 1. Performance is Unacceptable - failed to meet established performance standards in one or more critical elements. (1 Point)

ELEMENTS	RATING LEVEL ASSIGNED AND POINTS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL ELEMENTS:	TOTAL POINTS:
	*SUMMARY PERFORMANCE RATING LEVEL:

I have assigned a Summary Performance Rating of Level _____ to _____ for the period _____ to _____.

I have reviewed and discussed this appraisal with my supervisor. My signature does not necessarily mean that I concur in the evaluation and rating.

Rating Official _____ Date _____

Employee _____ Date _____

Use the formula and procedure on the reverse of this sheet to determine the Summary Performance Rating Level. Remember, a rating of Level 1 on any one critical element results in a Summary

DETERMINING THE SUMMARY PERFORMANCE RATING LEVEL

Use the following formula and procedure:

$$R = \frac{X}{Y}$$

Where R = Range of rating level points
X = The sum of the rating level points assigned to each element
Y = The total number of critical and required elements

Rating Level Point Value:

Level 5 = 5 Level 4 = 4 Level 3 = 3 Level 2 = 2 Level 1 = 1

Example: Based on individual ratings for 8 elements, and assuming no critical element was rated at Level 1.

<u>ELEMENT</u>	<u>RATING LEVEL ASSIGNED</u>	<u>RATING LEVEL POINTS</u>
1	4	4
2	3	3
3	3	3
4	3	3
5	4	4
6	4	4
7	3	3
8	5	5
		<u>29</u>

$$R = \frac{29}{8} = 3.62 \text{ or } 3.6$$

The 3.6 gives a Summary Performance Rating of Level 4 in accordance with the following established ranges for the indicated Rating Levels:

<u>RATING LEVELS</u>	<u>RANGES</u>
5	4.5 - 5.0
4	3.5 - 4.4
3	2.5 - 3.4
2	1.5 - 2.4
1	1.0 - 1.4

NAME: _____

SECTION E - APPRAISAL REVIEW BY REVIEWING OFFICIAL

I have reviewed this appraisal as prescribed by 44 BIAM 430,1.6E and:

I concur.

I am changing the rating to _____,
based on the justification provided in Section F
below.

Reviewing Official

Date

SECTION F - REMARKS (Attached plain sheet(s) of paper if more space is needed.)

Rating Official

Employee

Reviewing Official

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OIEP GRIEVANCE FORM

1) EMPLOYEE'S NAME: _____ ADDRESS: _____

JOB TITLE: _____ GRADE: _____

OFFICE: _____ AGENCY: _____

DO NOT WRITE IN THIS SPACE

Date Rec'd _____

Date Copy Sent _____

to Central Office: _____

2) DETAILS OF GRIEVANCE:

- a. Date of Incident: _____
- b. Statement of Grievance (use reverse side if more space is needed):

- c. Name(s) of Witnesses, if any:

3) RELIEF SOUGHT:

(A specific statement of the personal relief requested means a remedy benefiting only the grievant and may not include a request for disciplinary or other action affecting another employee)

4) EFFORTS MADE TO RESOLVE MATTER INFORMALLY:

- a. Supervisor to whom grievance was presented: _____

Date presented: _____

Date Supervisor rendered decision: _____

Employee Signature: _____ Date: _____

Form BIA-62133
July 1989

62 BIAM 11
Illustration 38
Page 1 of 1

SUBJECT: Letter of Warning for _____

TO: (Name, Organization)

In accordance with the provisions of 62 BIAM 11.8, I have determined to issue you a letter of warning for _____
(reason)

The reason(s) for this action are as follows:

Specifically on the morning of (date), you reported 30 minutes late for work. Your regular hours are (hours of work). You had not secured permission for reporting late to work, nor did you offer a satisfactory reason for your tardiness. This matter was discussed with you on (date), yet on the morning of (date), you reported for duty at (time) with no satisfactory reason for being tardy.

This letter is issued to you in order to provide you with an opportunity to change your behavior and to bring to your attention that continued behavior along these lines could result in formal disciplinary action being taken against you.

This letter will not be recorded in your Official Personnel Folder, but will be retained in my files for a period not to exceed the length of one (1) year.

You are requested to acknowledge receipt of this letter in the space provided on the attached copy and return it to the undersigned. Your signature merely shows that you have received the letter and does not signify that you agree with its content.

Immediate Supervisor

Enclosure

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this
(Signature)

letter on _____
(Date)

Note: File copy information is not to be typed on the carbon copies including acknowledgment copy.

SUBJECT: Letter of Reprimand for _____

TO: (Name, Organization)

In accordance with the provisions of 62 BIAM 11.8, I have decided to issue you a letter of Reprimand. The reasons for this reprimand are as follows:

(Example)

Specifically: You did not report for work on (date) during your regular hours of work. You had not made prior arrangements for leave on that date, nor did you call your supervisor and request leave at any time during the day. Upon your return on (date), you were asked for an explanation for your absence. You could not offer any satisfactory reason for failing to contact your supervisor.

Based on the above stated reason, you are hereby issued a letter of reprimand for _____. As provided in 62 BIAM 11.8, this letter will be retained in your Official Personnel Folder for a period not to exceed two (2) years. Should you commit another offense of this nature during this time, a more severe penalty may be imposed.

If you question the merits of this action, you may seek relief as provided in the OIEP Grievance Procedures or the negotiated grievance procedures, but not both. If you choose to file a grievance, you must do so within ten (10) calendar days of receipt of this letter. If you desire further explanation of these procedures, you may contact _____,

(Location) (Name)

You are requested to acknowledge receipt of this letter in the space provided on the attached copy and return it to the undersigned. Your signature merely shows that you have received the letter and does not signify that you agree with its content.

Immediate Supervisor

Enclosure

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this
(Signature)
letter on _____.
(Date)

Note: File copy information is not to be typed on the carbon copies including acknowledgment copy.

SUBJECT: Letter of Proposed Suspension.

FOR GOVERNMENT USE ONLY
(Appropriate Letterhead)

Mr. John Doe
Title, Series and Grade
Organization and Location
Complete Address

Dear Mr. Doe:

I propose to suspend you for a period of _____ calendar days from your position for _____ for the following reason(s).

(In this paragraph state specifically and in detail what took place by date, time and nature of offense as well as appropriate surrounding circumstances. The format for setting up the reason(s) for proposing or taking the action is as follows:)

Tardiness

Two weeks ago, on (date), you were informed by your supervisor (name), that your lack of punctuality in reporting for duty was unsatisfactory. (Name) went over your record for the preceding month and pointed out that you had been tardy in reporting for work 16 of the 21 workdays in that month. He reminded you that your tour of duty begins at (time), and that you are expected to start work at that time. He informed you that continued tardiness could result in disciplinary action. For the past two weeks, in spite of your discussion with (name), you have been excessively tardy in reporting for work. Specifically, you were tardy on the dates and to the extent shown below:

Tuesday (date)	15 minutes tardy
Wednesday (date)	20 minutes tardy
Thursday (date)	12 minutes tardy
Friday (date)	35 minutes tardy
Monday (date)	10 minutes tardy
Wednesday (date)	15 minutes tardy
Thursday (date)	10 minutes tardy
Friday (date)	06 minutes tardy

The documentation used to support this proposed action is available for your review in my office.

You will be allowed _____ hours of official time to review the pertinent regulations and the material evidence used as documentation for this action and to prepare your response and secure affidavits in support of your answer, if any. You should make arrangements with me for use of official time.

You may answer to this notice orally and/or in writing, or both, to _____, at _____.

If you wish to make a personal reply you may contact _____ for an appointment. You have the right to be represented by anyone of your choosing provided your choice does not constitute a conflict of interest or position or an employee whose release from his/her official position would give rise to unreasonable cost to the government or when priority work assignment precludes his/her release from official duties. You and your representative, if any, are entitled to a reasonable amount of official time to present a reply. Consult with me to arrange for the necessary duty time. If you wish to be represented, give the name, address and telephone number of your representative.

You will be allowed 10 calendar days from the date you receive this notice to submit your answer. Consideration will be given to extending this period if you submit a written request stating your reasons for desiring more time.

As soon as possible after your answer is received, or after expiration of the 10 day limit if you do not answer, you will be issued a written decision.

You will be continued in your present duty and pay status pending a final decision with regard to the above proposal, unless emergency conditions exist that may result in damage to Government property or may be detrimental to the interests of the Government, or injurious to you, your fellow workers, or the general public.

If there is anything in this notice or about the proposed action that you do not understand and wished explained contact _____.

Please acknowledge receipt of this letter in the space provided on the enclosed copy and return it to the undersigned. Your signature does not mean you agree with this letter, but merely shows that you received it.

Sincerely yours,

(Title of Immediate Supervisor)

Enclosure

Form BIA-62135
July 1989

62 BIAM 11
Illustration 40
Page 3 of 3

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this letter on
(Signature)

(Date)

Note: File copy information is not to be typed on the carbon copies
including acknowledgment copy.

SUBJECT: Decision on Suspension.

FOR GOVERNMENT USE ONLY
(Appropriate Letterhead)

Mr. John Doe
Title, Series and Grade
Organization and Location
Complete Address

Dear Mr. Doe:

(Name) notice of (date) informed you of a proposal to suspend you for a period of _____ days from your position of _____.

(Insert the following paragraph when the employee fails to reply to the proposed notice:)

You did not reply to the letter of proposed suspension dated _____. After careful consideration of all the evidence, I find that the reason(s) as stated in the notice of proposed action is fully supported and warrants your suspension. Accordingly, it is my decision that you be suspended for a period of _____ days beginning on _____ and ending on _____.

(Insert the following paragraph when the employee replies:)

I have given full consideration to the information presented in your written answer of (date), and personal reply (if made). I find, however, that the reason(s) stated in (name) notice of (date), paragraph(s) (1,2,3, etc.) are fully supported by the evidence and warrant(s) your suspension. Accordingly, it is my decision that you be suspended for a period of _____ days beginning on _____ and ending on _____.

If you consider the suspension improper, you may ask for a review of the merits of the suspension under the Office of Indian Education Programs (OIEP) grievance procedures prescribed by 62 BIAM 11 or through the applicable negotiated grievance procedures, but not both.

You may submit an appeal immediately, but not later than 10 calendar days after the effective date of the receipt of the adverse action. Your appeal must (1) be in writing; (2) give information regarding your identity and the office in which employed; and (3) give your reasons for contesting the action with any offer of proof or pertinent documents you are able to submit.

Form BIA-62136
July 1989

62 BIAM 11
Illustration 41
Page 2 of 2

You have the right to be represented by anyone of your choosing, provided your choice does not constitute a conflict of interest or position or an employee whose release from his/her official position would give rise to unreasonable costs to the government or when priority work assignment precludes his/her release from official duties. You and your representative, if any, are entitled to a reasonable amount of official time to present an appeal. Consult with your immediate supervisor to arrange for the necessary duty time. If you wish to be represented, give the name, address and telephone number of your representative to your supervisor.

If there is anything in this notice that you do not understand or wish explained in more detail, contact (include name, title, address), who will provide assistance and give all available information about appeal procedures.

Please acknowledge receipt of this letter in the space provided in the enclosed copy and return it to the undersigned. Your signature does not mean that you agree with this letter, but merely shows that you received it.

Sincerely yours,

Principal

Enclosure

SUBJECT: Notice of Proposed Discharge

TO: (Name, organization, etc.)

This is to notify you that I propose to remove you from your position of _____, no earlier than 30 calendar days from the date you receive this notice. The reasons for, and the facts supporting, the proposed action are as follows:

EXAMPLE:

- a. Unauthorized absence. You left the office at your break at 10:00 a.m. (date), and did not return until noon the following (date). You had not requested leave, and no leave had been granted.
- b. Striking your supervisor. You came to the office after you were released on bail on (date). Your supervisor (name), seeing that your clothes were wrinkled and that you needed a shave, suggested that you were hardly presentable and asked if you wanted the rest of the day on annual leave. You shouted angrily: "Who are you to tell me what to do?", and struck (name) in the face with your fist, knocking him to the floor.

The documentation used to support this proposed action is available for your review in my office.

In making my determination to propose your removal, I have considered that you were previously admonished on October 30, 1980, reprimanded on February 25, 1981, and suspended for seven calendar days effective May 11, 1981, all for reasons similar to that of this proposal. I have also considered as aggravating factors the nature and seriousness of the offense, its impact on your ability to perform the duties of your position, its effect upon your Supervisor's confidence in your ability to perform your assigned duties and the fact that you have received previous notice of the impact that similar misconduct would have on the efficiency of the service and the consequence of this type of misconduct. These aggravating factors and your disregard for prior corrective disciplinary actions cause me to believe that alternative sanctions will not deter such misconduct in the future and indicates to me you have insufficient potential for immediate or sustained rehabilitation to warrant proposing a less severe disciplinary action. Further, I do not find your approximate 22 years of service or your otherwise satisfactory past performance record as mitigating, nor am I aware of any other mitigating circumstances which would warrant a less severe proposal. This proposed action is also in accordance with the (Area, Bureau, Department) penalty guide.

Form BIA-62137
July 1989

62 BIAM 11
Illustration 42
Page 3 of 3

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this
(Signature)

letter on _____.
(Date)

Note: File copy information is not to be typed on the carbon copies
including acknowledgment copy.

SUBJECT: Decision on Discharge for Cause or Unsatisfactory Performance

On (date), (name) informed you of a proposal to discharge you for your position of _____.

I have given full consideration to the information in your written answer of (date) as well as your oral response of (date). I find, however, that the reasons stated in the notice of proposed removal of (date, paragraph 1) are fully supported by substantive evidence and warrant your removal.

Therefore, I have decided to remove you from the Federal Service effective (date). In making my decision to remove you instead of imposing a less severe action, I have considered as aggravating factors the nature and seriousness of your offenses and the frequency with which you committed them. I also examined the impact of the intentional nature of your misconduct and your ability to perform the duties of your position as a supervisor and school principal in light of the adverse affect it has had on your supervisor's confidence and trust in you at the _____ school. I also considered as aggravating factors your prior disciplinary actions, which coupled with your current misconduct shows a repetitive disregard for the high standards of behavior expected of a Federal employee. These aggravating factors cause me to believe that alternative sanctions will not deter such misconduct in the future and indicate to me there is insufficient potential for your rehabilitation to warrant imposing a less severe action. Additionally, I do not find your past work record as mitigating, nor do I find there are any other mitigating circumstances which would warrant a less severe action. Finally, the sanction of removal is in accordance with the Office of Indian Education penalty guide.

You have the right to appeal this decision through the OIEP grievance procedure or the negotiated grievance procedure but not both. Your appeal must be in writing and set forth your reasons for contesting the action.

You may appeal this decision immediately but no later than 15 calendar days after the effective date of the discharge.

The final decision may be appealed and have the merits of the case reviewed by an OIEP official not previously involved in case or may request a hearing under procedures in accordance with the requirements of due process under Section 1121(e)(1)(B) of Pub. L. 95-561.

You have the right to be represented by anyone of your choosing, provided your choice does not constitute a conflict of interest or position or an employee whose release from his/her official position would give rise to unreasonable costs to the government or when priority work assignment precludes his/her release from official duties. You and your representative, if any, are entitled to a reasonable amount of official time to present an appeal. Consult with your immediate supervisor to arrange for the necessary duty time. If you wish to be represented give the name, address and telephone number of your representative.

If there is anything in this notice that you do not understand or wish to have explained in more detail, contact (name, title, office location, telephone) who will provide assistance and give you all available information about grievance procedures.

You are requested to acknowledge receipt of this letter in the space provided on the carbon copy attached and return it to this office through your supervisor. Your signature merely indicates that you have received this letter and does not signify that you agree with its contents.

Sincerely yours,

(School Supervisor or Higher)

Enclosure

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this letter on

(Signature)

(Date)

Note: File copy information is not to be typed on the carbon copies including acknowledgment copy.

SUBJECT: Proposal for Indefinite Suspension Pending Investigation

TO: (Name, Organization, etc.)

This is notice that I am proposing to suspend you indefinitely pending investigation. The suspension will be effective (not less than seven days) from receipt of this notice and will be for the following reason: You were arrested on (date) by the (name and jurisdiction of arresting authority) and were charged with (list charge(s)). A magistrate of the (name and judicial jurisdiction) found reasonable grounds for holding you for further legal action (or) you were indicated by the Grand Jury of the (name and judicial jurisdiction).

Based on the facts cited above, your retention in an active duty status would not be in the interest of the public, good morale, or efficient service. You may show reasons why this suspension should not be effected. You may answer orally and/or in writing. Any written answer you wish to make should be directed to (name and address). To present an oral answer, you may call the office of (name and address) immediately following the receipt of this notice.

You have the right to be represented by anyone of your choosing, provided your choice does not constitute a conflict of interest or position or an employee whose release from his/her official position would give rise to unreasonable costs to the government or when priority work assignment precludes his/her release from official duties. You and your representative, if any, are entitled to a reasonable amount of official time to present an appeal. Consult with your immediate supervisor to arrange for the necessary duty time. If you wish to be represented give the name, address, and telephone number of your representatives.

Sincerely yours,

(Title of Immediate Supervisor)

Enclosure

(Pull the original and type on acknowledgment copy only)

I, _____, hereby acknowledge receipt of this letter on
(Signature)

(Date)

Note: File copy information is not to be typed on the carbon copies including acknowledgment copy.

NOTE: THE SAMPLE DECISION LETTER (Illustration 41) WILL BE USED FOR INDEFINITE SUSPENSIONS ALSO.

SUBJECT: Separation for Abandonment of Position

FOR GOVERNMENT USE ONLY
(Appropriate Letterhead)

Mr. John Doe
Title, Series and Grade
Organization and Location
Complete Address

Dear Mr. Doe:

I am separating you from your position of _____,
at _____ effective (first work day of
unexcused absence) because you abandoned your position.

You have been absent from your work continuously since _____,
19____. You have been absent without approved leave and you did not
notify your supervisor concerning your absence.

Inquiries have been made in an attempt to locate you but have proven
unsuccessful.

Since I have not heard from you for the past (10 or more) days, it is
assumed that you are no longer interested in your work or your position.

In accordance with the Office of Indian Education Programs (OIEP)
regulations and schedule of offenses, you leave me no other alternative
but to terminate you from your position effective _____,
for reason of abandonment of position.

Sincerely yours,

(Immediate Supervisor)

CERTIFIED MAIL

FOR GOVERNMENT USE ONLY

TEACHER/COUNSELOR RATING FORM

Applicant _____ SSN _____

Position _____ Location _____

I. Teacher/Counseling Experience

(Mo/Yr)	(Mo/Yr)	Position	Total (Mos/Yrs)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Mos/Yrs Creditable			_____
Total Increments Credit			_____

II. Education Supported by Transcripts

Meets basic requirements (24 sem. hrs. in education including 12 in elem. or 12 in sec. as appropriate with 12 in area of specialization if any) Y/N _____

	College	Year
Bachelor's Degree	_____	_____
Master's Degree	_____	_____
Earned Doctorate	_____	_____

Number of Graduate Semester Hours related to the position earned after Highest Degree _____ supported by transcripts

Earned pay level based on this section _____

III. State Certification

State _____ Expires _____

Endorsement(s) _____

IV. Summary

Pay Level _____ Increment _____

Completed by _____ Date _____

Area Personnel Review _____ Date _____

RATING SHEET FOR OIEP SUPPORT POSITIONS

Name _____ SSN _____

Position _____ Location _____

High School Diploma or GED Certificate from _____
 (Must produce GED Certificate)

(Begin w/Present)		Qualifying Experience	Salary	Total Creditable Experience	
Mo/Yr to	Mo/Yr			Year	Months

Total Mos/Yrs Creditable _____

Additional information (i.e., Certificate, Licenses, Awards, etc.) _____

Qualified for: Title _____ Not Qualified _____

Grade/Step/Salary _____

For School Cafeteria Supervisor positions: School Enrollment _____

Reason not Qualified _____

Rated by _____ Date _____

Area Personnel Review _____ Date _____

EDUCATION
Records and Reports

- .1 General Information
- .2 Policy
- .3 Management Information System (This part to be developed)
 - A. Student Enrollment System
 - B. Curriculum
 - C. Staff
 - D. Facilities
 - E. Community Demographics
 - F. Student Assessment
 - G. Other
- .4 Student Cumulative Record
- .5 Permanent Files of Official Communications
- .6 Student Application Forms
- .7 Forms
 - A. List
 - B. Display

EDUCATION
Records and Reports

12. Records and Reports.

12.1 General Information. Records and reports shall be maintained at each Bureau funded school as specified by the Director of Indian Education Programs. These documents, maintained at each school, shall be used solely by personnel for the formulation of educational plans in concert with parents and students. These records and reports shall also provide MIS statistical data for use in educational planning by the Office of Indian Education Programs.

12.2 Policy. Each school shall follow the regulations of the Office of Indian Education Programs governing the maintenance, control, and accessibility of school records. (Ref. CFR 25 Part 36)

12.3 Management Information System. A-G (to be developed)

12.4 Student Cumulative Records at the School. (Ref. CFR 25 Part 36)

12.5 Permanent Files of Official Communications. (Ref. Adm. regulations D.O.I.)

12.6 Student Application Forms. (To be revised)

12.7 Forms. ("List of Forms", to be revised)

A. (to be developed)

B. (to be developed)

- .1 School Membership Reports
 - A. Responsibility for SES
 - B. Timeliness of Reporting
 - C. Teacher's Daily Records
 - D. Definition of Membership
- .2 Cumulative Record for Each Pupil
- .3 Permanent File of Official Communications
- .4 Application for Admission to Boarding Schools

EDUCATION
Student Enrollment System

13. Student Enrollment System.

13.1 School Membership Reports. The Student Enrollment System operated under the direction of the Office of Indian Education Programs shall be the official source of statistical information regarding enrollment in the schools funded by the Bureau of Indian Affairs.

A. Responsibility for SES.

(1) It is the responsibility of the school administrator in charge at each location to see that accurate data for the school is contained in the master files of the Student Enrollment System. Administrators who knowingly falsify data relating to enrollment are subject to disciplinary action.

(2) Each Area and Agency will designate one individual who will be responsible for providing technical assistance to the schools regarding the Student Enrollment System. One individual will be designated at the central office level to provide operational support to the Student Enrollment System, to verify software accuracy, and to provide technical assistance to the Area Offices. Primary responsibility for monitoring the accuracy of the data contained in the master files of the Student Enrollment System is in the Area Office, with secondary support from the Central Office.

(3) The Central Office will be responsible for providing training assistance and training aids to the Area and Agency levels as requested.

B. Timeliness of Reporting.

(1) Student Enrollment System input documents (forms) necessary to enroll or re-enroll students into the Student Enrollment System will be completed within two weeks of the time the student appears at the school. The input documents necessary to indicate that a student has left a school shall be submitted for processing within two weeks of the time the student officially leaves the school.

(2) A student is said to have officially left a school when the student:

- (a) Graduates.
- (b) Transfers to another school.

EDUCATION
Student Enrollment System

(c) Has been absent from the academic or dormitory program for five consecutive days without being excused by the administration.

(d) Has been absent from the academic or dormitory program beyond a reasonable grace period to be determined by the school administrator in the event of uncertain circumstantial events that arise.

C. Teacher's Daily Records. Each teacher shall keep an accurate daily attendance register of all pupils under his/her instruction. This register will be the source of data regarding attendance to be reported monthly to the Student Enrollment System. At the end of the school year, the attendance register will be filed in the office of the principal or administrator in charge, where it shall be kept accessible for a period of five years. Each Area will select a standardized attendance register for use by all schools within the Area.

D. Definition of Membership. One day of each school year will be designated as an "average school day" for statistical purposes. The number of students in membership at the school on that day will be used as a basis for determining funding for various programs and for program planning. "Membership" is defined as the number of students on the current roll as of a given date. This may be obtained by a simple count or by adding the total number present and the total number absent.

13.2 Cumulative Record for Each Pupil. A cumulative record for each pupil at anytime in membership shall be kept at each school. "Cumulative Record Form For Use in Elementary Schools" Form 5-1452 and "Cumulative Record Form for Use in Junior and Senior High Schools", Form 5-6210, issued by the Bureau of Indian Affairs, may be used. A copy of this record shall be transferred with the pupil from school to school.

13.3 Permanent File of Official Communications. A permanent file of official communications, bulletins, or other materials received shall be kept at each school. These communications are the property of the school and should be available to all employees.

13.4 Application for Admission to Boarding Schools.

A. The application for admission to boarding school will be submitted by the Superintendent of the home Agency of the student seeking admission. If the boarding school is within the home Agency,

EDUCATION
Student Enrollment System

no Area Office approval is required. If the boarding school is within the home Area, but outside of the home Agency, the Superintendent will submit the application to the receiving school.

B. If the boarding school is located in another Area, the Superintendent will submit the application through the home Area Office to the Area Office of the school where admission is sought. No student will be admitted to a boarding school without the formal application procedures being followed. Boarding schools are required to have applications on file for all students admitted to the school during the school year.

EDUCATION

Facilities Management

- .1 General Information
- .2 Policy
 - A. Safety
 - B. Space Requirements
 - C. Access Requirements
 - D. School Flag
- .3 Personnel Management
- .4 Construction Priorities/Criteria

EDUCATION
Facilities Management

14. Facilities Management.

14.1 General Information. Under the direction of education personnel, the facilities management staff will develop and implement a comprehensive program to include utilities, safety repair and maintenance, care of grounds, and related services.

14.2 Policy. All schools, dormitories and other facilities operated in connection with the education of Indian children shall comply with all applicable Federal, Tribal or State health and safety standards, whichever provide greater protection.

A. Safety. It is the policy of the Bureau of Indian Affairs to provide a safe working, living, and recreational environment for all students, employees, and the visiting public. Agency school superintendents and school supervisors have the responsibility for assuring the overall success of the program school supervisors and all subordinate supervisors within the school system are responsible for implementing the program. Schools shall comply with Occupational Safety and Health Administration (OSHA) Standards with regard to all student environments.

B. Space Requirements. Space requirements for local schools shall comply with all applicable federal and state laws.

C. Access Requirements. (Draw from Sec. 504 Voc. Reh. U. S. Code C-7404-1973)

D. School Flag. There shall be a flag staff at each school, and in suitable weather the flag of the United States shall be raised each morning and taken down at sunset.

14.3 Personnel Management. Supervision of the school facilities management staff shall be the responsibility of the school supervisor. Policies and procedures as delineated in chapter 12, 62 BIAM shall apply.

14.4 Construction Criteria/Priorities. (To be developed by the Director)

EDUCATION

Education Research and Evaluation

- .1 General Information
- .2 Definitions
 - A. Education Research
 - B. Education Evaluation
 - C. Internal Research and Evaluation
 - D. External Research and Evaluation
 - E. Basic Research
 - F. Applied Research
 - G. Instrument
- .3 Policy
- .4 Procedures
- .5 Standards

EDUCATION
Education Research and Evaluation

15. Education Research and Evaluation.

15.1 General Information.

A. The Bureau of Indian Affairs has been involved in education research and evaluation for several decades yet there has never been a Chapter of the BIAM dealing specifically with these matters. It is hoped that this Chapter will provide the professional guidance necessary to a strong program.

B. Education research and evaluation differ in certain ways from other aspects of the administration of the Education program. One prime difference relates to data processing. Education research and evaluation employ data processing and computer applications, but they have their own distinctive definitions. They are not merely data processing and computer applications and should not be so classified for administrative purposes in BIA.

C. Education researchers and evaluators may also use information from the Management Information System (MIS) for research and evaluation purposes, but research and evaluation are not the same as the MIS.

15.2 Definitions.

A. Education Research. A systematic attempt to provide answers to questions about the relationship between two or more education-related variables. It includes identifying and examining important variables; developing appropriate hypotheses; collecting, developing, and analyzing appropriate data; and drawing conclusions about the relationship between the variables.

B. Education Evaluation. The process of ascertaining the decision areas of concern to educators, selecting appropriate information, and collecting and analyzing information in order to report summary data useful to educational decision-makers in selecting among alternatives. (Marvin Alkin, "Evaluation Theory Development", Evaluation Comment, UCLA, Vol.2, No. 1 (Oct. 1969) p. 2.) Education evaluation may include all types of tests as well as other instruments. For policy and guidelines on student testing refer to 62 BIAM 4.3E3b "The Use of Tests".

C. Internal Research and Evaluation. Activities in education research and evaluation conducted by BIA employees.

EDUCATION

Education Research and Evaluation

D. External Research and Evaluation. Activities in education research and evaluation conducted by professionals outside of the BIA. External research may be conducted by a tribe, university, consulting firm, or individual researcher not employed by the BIA.

E. Basic Research. Education research for theoretical research purposes, without direct, practical application.

F. Applied Research. Education research that is involved directly in the actual practice of education.

G. Instrument. Device or devices used to gather data in a research and/or evaluation activity. Examples of instruments are tests, questionnaires, structured interview schedules, or specially prepared report forms.

15.3 Policy.

A. The purpose of education research and evaluation in the BIA education program is to improve the quality of the education services to Indian children, youth, and adults.

B. The privacy and rights of individuals shall be protected in every respect.

C. Single variable evaluations, such as single achievement tests, should not be generalized to populations other than those involved.

D. Applied research will have priority over basic theoretical research. The latter will require authorization by the Central Office of the BIA's Education activity.

E. When possible, existing valid research and evaluation information should be utilized, to avoid duplication of effort.

F. Careful attention should be paid to conducting research and evaluation activities in a professional manner. Appropriate sampling procedures should be utilized, valid instruments employed, and reports written so that they will be understandable and usable by teachers, administrators and tribal officials.

G. BIA Education personnel are encouraged to use valid research and evaluation information in decision making.

EDUCATION

Education Research and Evaluation

H. Whenever possible, tribal governing bodies are to be involved in education research and evaluation activities.

I. All education research and evaluation activities should relate as directly as possible to the education of Indian children.

15.4 Procedures.

A. Internal research activities will be approved by Area Office Education. Area Office Education will notify the Central Office Education in writing of planned research, including a copy of the proposed project.

B. Central Office Education will review and approve or disapprove the research activity. The Central Office will have ten working days after receiving the Area Office proposal to review the project. A copy of the project signed by the Director, Office of Indian Education Programs, must be received by the Area Office Education before the project can be implemented.

C. External research projects will require the same type of Central Office approval as described above for internal research. Any request for external research shall include a review copy of the Request for Proposals (RFP) prior to its release for bidding. Sole source justifications may be submitted in lieu of the RFP. 45 CFR Part 56, "Protection of Human Subjects" regulations are to be followed in all external research.

D. Internal and external education evaluation activities follow the same procedures as internal and external education research activities.

E. Summary reports which reflect all education research and evaluation activities are to be provided to the Central Office. The Central Office Education will maintain a bureau-wide file of these summaries which will be made available to all interested persons. The Central Office Education will develop and publish an annual report on all Bureau education research and evaluation activities.

F. All unabridged research and evaluation reports will be housed at the Area Office under whose jurisdiction the projects were carried out.

EDUCATION

Education Research and Evaluation

G. Internal and external research and evaluation activities planned by the Central Office will be described in writing and the plan circulated among the Area Offices using the same requirements described in (A) and (C) above. Area Offices that do not wish to participate in such activities have ten working days to notify the Central Office, in writing of a request to be excused from participation. Final authority for granting such a waiver rests with Central Office Education.

H. All education research and evaluation activities are to follow the procedures and regulations described in P. L. 95-561, Title XII, Part B, the "Control of Paperwork Amendments of 1978", which applies to all Federal Agencies conducting education activities.

15.5 Standards.

A. Research and evaluation activities involving Indian children and youth shall follow standards and procedures described in 25 CFR Part 36, "Maintenance and Control of Student Records in Bureau Schools."

B. All BIA education research and evaluation activities will follow "Standards and Guidelines for Federal Statistics" as prescribed in OMB Circular A-46 revised May 3, 1974.

EDUCATION

Public School Relations

- .1 General Information
- .2 Policy
- .3 Authority
- .4 Negotiation and Execution of Contracts/Service Agreements
- .5 Use and Transfer of Federal Property
- .6 Enrollment and Attendance
- .7 State Schools Law

EDUCATION

Public School Relations

16. Public School Relations.

16.1 General Information. More than 75% of the Indian students within the Bureau's service population attend public schools. However, their presence in these institutions of State Government does not reduce the continuing concern and advocacy of the Federal Government regarding the quantity and quality of their education.

16.2 Policy. Indian children are entitled to the same opportunities for public education as are provided for all other citizens. The Bureau of Indian Affairs, however, continues to be an advocate on their behalf concerning the quality and quantity of their education. This advocacy is demonstrated in the development of programs, the appropriation of financial resources, and the provision of educational leadership.

16.3 Authority.

A. The Act of November 2, 1921 (25 U.S.C. 13), authorizes the Bureau of Indian Affairs to direct, supervise, and expend such monies as Congress may appropriate, for the benefit, care, and assistance of Indians throughout the United States. This authorization includes the education of Indians.

B. The Act of April 16, 1934 (25 U.S.C. 452-457), as amended, further authorizes the Secretary of the Interior to enter into contracts for the education of Indians, and to expend under such contracts monies appropriated by Congress for the education of Indians. The Act, also authorizes the use by local school authorities of existing Federal school buildings and equipment under such terms as may be agreed upon.

C. The Act of January 4, 1975, amended the above 1934 Act by adding three sections. The first requires an education plan before any contract is entered into. The second section calls for an Indian Education Committee, and the third authorizes the Secretary to pay the full per capita cost of educating Indian students who are residing in a Federal boarding facility for the purpose of attending a public school when their home is outside the State of the educating district.

D. Regulations published pursuant to the Act of 1934, as amended, are found in 25 CFR, Part 273.

E. Sections 1102 and 1103, Title XI of the Education Amendments of 1978, address the formula allocating supplemental program funds, and provide further guidance, direction and authorization for a program to provide funds for basic educational support to public schools.

EDUCATION
Public School Relations

16.4 Negotiation and Execution of Contracts/Service Agreements.

- A. Supplemental Program Assistance.
- B. Basic Education Support.
- C. Tuition.

(1) Purpose and Scope. The purpose of the regulations in this Part is to set forth the program dimensions and requirements to govern the Bureau obligations for the basic education of Indian students placed by the Bureau into programs to which such students are not otherwise entitled on a cost-free basis. This includes residential and non-residential placements.

(2) Program Beneficiaries. Indian students placed by Bureau personnel into programs which include basic education costs to which such students are not otherwise entitled on a cost-free basis are eligible program beneficiaries under this Part.

(3) Program Description. From time to time, the Bureau places Indian children into programs which entail educational costs to which the student is not otherwise entitled on a cost-free basis. These include, but are not limited to bordertown dormitories and institutional foster care. In making such placements, every effort shall be made to ensure the rights of the student, and to involve and coordinate with local and/or State officials. The costs are the responsibility of the office making the placement.

(4) Tuition Payments.

(a) For students who generate funds which are available for use to offset the cost of their education, the Bureau may pay up to the difference between the actual per student cost and the funds generated on behalf of the student.

(b) For students who generate no funds to offset the cost of their education, the Bureau may pay up to the difference between the actual per student cost and the funds generated on behalf of the student.

(c) The determination of the appropriate per student cost will be made in negotiations between the educating institution and the Bureau of Indian Affairs.

EDUCATION
Public School Relations

(5) Assurances.

(a) Each office making a placement shall insure that the due process rights of the child are not abrogated by the placement.

(b) Each office making a placement will assure that all individual testing and assessment leading to such placement will be conducted in a non-discriminatory manner.

(c) Each office making a placement shall assure that all records of the child are maintained in such a manner that they will adhere to all rules of confidentiality.

(d) Each office making a placement in a residential facility shall assure that the child cannot be appropriately served in an educational program available locally, is in a program to which the

16.5 Use and Transfer of Federal Property. The use and transfer of Federal facilities and property is authorized under certain conditions. The specifics are spelled out in 25 CFR Part 273.44.

16.6 Enrollment and Attendance.

16.7 State Schools Law. In those States where Public Law 83-280, 18 U.S.C. 1162 and 28 U.S.C. 1360 do not confer civil jurisdiction, State employees may be permitted to enter upon Indian tribal lands, reservations, or allotments if the duly constituted governing body of the tribe adopts a resolution of consent for the following purposes:

A. Inspecting school conditions in the public schools located on Indian tribal lands, reservations, or allotments.

B. Enforcing State compulsory school attendance laws against Indian children, parents or persons standing in loco parentis.

EDUCATION

Financial Aid for Higher Education

- .1 General Information Relative to Program
 - A. Objectives
 - B. Authority
 - C. Policy
 - D. Types of Educational Aids
 - E. Use of Scholarship Grants
 - F. Application Procedures
 - G. Approval
- .2 Eligibility Requirements
 - A. Students
 - (1) Veterans
 - (2) Vocational Students
 - (3) Graduate Students
 - (4) Married Students
 - (5) Summer Students
 - (6) Part-Time Students
 - (7) Private College Attendance
 - B. Universities and Colleges
- .3 Conditions for Continuation of Grant
- .4 Guidance and Counseling
- .5 Reporting
- .6 Budget Estimates

EDUCATION

Financial Aid for Higher Education

17. Financial Aid for Higher Education.17.1 General Information Relative to Program.

A. Objectives. The Bureau of Indian Affairs encourages Indian students to continue their education and training beyond high school for the purpose of developing leadership and increasing employment opportunities in professional and vocational fields.

B. Authority. The Act of June 18, 1934 (48 Stat. 986, 25 U.S.C. 471), authorizes a program of assistance, by educational loans, to Indians seeking higher education. Under the authority of 25 U.S.C. 13, the Bureau provides grants for higher education.

C. Policy. It is the policy of the Bureau to encourage all qualified Indian students to seek higher education. Scholarship grants are not a right. Funds are appropriated by Congress to aid Indian students who are in financial need, after other sources of funds are applied. Bureau scholarship grants serve as the primary source of aid for the majority of Indian students desiring higher education but unable to finance the same. Indian students are expected to take advantage of institution-sponsored financial aid programs, such as the assistance provided by the matching fund agreement with U.S. Office of Education (DHEW). Scholarship Officers have the responsibility to maintain close contact with the major colleges, universities, and tribal groups in the Area, as a means of assisting students to seek other avenues of aid. Tribal scholarships, where known to be available, should be considered in the total financial package. Scholarship Officers may provide supportive services to tribal organizations who are either interested in or are contracting to provide higher education opportunities to their youth. Determination of an applicant's eligibility, including his/her need for services, is the responsibility of the Area Office or Agency where the applicant is enrolled.

D. Types of Educational Aid. Two classes of aid are available for eligible applicants--loans and grants. Educational loans are administered under the provisions of 47 IAM 10, Educational Loans. Scholarships grants are administered by the Bureau's Area Offices.

E. Use of Scholarship Grants. Grant funds may be used for tuition, subsistence, required fees, textbooks, and miscellaneous expenses related to attendance at college. Funds are to be used to assist students pursuing regular accredited college courses, required in the achievement of a college degree. Enrollment in preparatory

EDUCATION

Financial Aid for Higher Education

courses, precollege orientation sessions, and other precollege remedial or enrichment courses must be considered within the 10 percent limitation of Area experimental project funds.

F. Application Procedures. Students should make application for admittance to an accredited college or university while applying for grant assistance. Students are to be directed to the Aids Officer of the college they plan to attend or are attending to have their financial need evaluated. A student should request that an official need analysis be forwarded by the college Aids Officer to the Area Office servicing the student's tribal affiliation. This analysis will include all sources of assistance which are to be applied toward meeting the student's total need. The Area Scholarships Officer will review the official analysis and base the amount to be granted on the stated need. Should a difference of opinion arise relative to a student's financial need, the scholarships officer, as the student's advocate, has the responsibility to initiate a dialogue role with the college Aids Officer in the interest of mutually establishing a financial aid figure. Exceptions to this procedure are warranted after it has been determined either that a bona fide need is not compensated for or the stated amount is excessive; in such cases, the Scholarships Officer will base the amount to be awarded on what he determines to be an equitable figure. Application forms for Bureau educational grant assistance and accompanying institutions are available upon request from the Agency and Area Office having jurisdiction over the applicant's tribal group. April 1 is the deadline date for receiving completed applications at the Area Office for the regular school year. Applications for assistance for other than the fall term are to be submitted well in advance of the beginning date of that term.

G. Approval. Applications will individually be reviewed and considered for funding. Grants will be awarded by the Area or Agency Office under this procedure. Reciprocal arrangements may be established between Areas whereby another Area may assist in the processing of an applicant and following the commitment of funds from the applicant's enrolling Agency or Area, provide follow-up counseling and support services while the student is in college.

17.2 Eligibility Requirements.

A. Students. Grants are applicable for students who are one-fourth or more degree Indian, Eskimo, or Aleut; who are members of tribes served by the Bureau; who are enrolled or accepted for enrollment in an accredited college or university; and who have definite financial need.

EDUCATION

Financial Aid for Higher Education

- (1) Veterans. Applications for assistance from veterans receiving educational compensation under the GI Bill will be considered. Funding will be based on an official college financial need analysis.
- (2) Vocational Students. Applicants seeking non-degree business or vocational and technical training are directed to the Bureau's vocational training program administered under the provisions of Public Law 959.
- (3) Graduate Students. Scholarship grants may be awarded to graduate students. Such students are expected to also investigate and utilize scholarship and fellowship opportunities administered through colleges and universities for graduate level studies. Graduate married students, including those with dependents, may be assisted under the married students category.
- (4) Married Students. Scholarship grants may be awarded to married students to include subsistence expenses for dependents. Applications will be considered on a family unit basis with allowance provided for college-related and living expenses. Married students should be encouraged to attend on a full-year basis including summer school. Married students are urged to investigate opportunities offered by the college or university to offset expenses beyond the Bureau's grant level, providing such students do not place their academic standing in jeopardy.
- (5) Summer Students. Supplemental grants to cover summer school expenses may be awarded to students who can benefit from summer school attendance. Students desiring to remain on campus during the summer months are urged to take Work-Study Program or other types of part-time summer employment to accumulate funds for the next school term.
- (6) Part-Time Students. Part-time students attending schools of higher learning meeting accreditation criteria are eligible for consideration for tuition, books and fees assistance. Students in this category must meet the school's academic and social standards expected of full-time students. Bureau employees financially compensated under the Government Employees Training Act are not eligible for assistance under the Higher Education Program.
- (7) Private College Attendance. Applications from students electing to attend private colleges will be evaluated on the basis of the anticipated financial support to be derived from the institution

EDUCATION

Financial Aid for Higher Education

the student is or will be attending. Bureau higher education funds may be used to cover the cost of a student attending a State-supported institution offering a similar degree program. Exceptions are warranted in cases where the field of study a student is pursuing is unavailable within State.

B. Universities and Colleges. The college or university a student elects to attend must be accredited by a nationally recognized accrediting agency, by a State university, or be an institution whose credits are accepted on transfer by not fewer than three institutions which are accredited by a nationally recognized accrediting agency or association on the same basis as if transferring from an accredited institution. This latter alternative is referred to as "three-institutional" certification. Junior colleges may qualify, if they meet the above-denoted criteria.

17.3 Conditions for Continuation of Grant. Students receiving grants must maintain acceptable academic standing at college; maintain social conduct within the policies and rules of the institution attended, demonstrate satisfactory progress toward degree requirements, submit a written request (application) in advance for the next year's scholarship with a deadline of April 1, and successfully complete the school year or grant period with a minimum required number of credits (usually 12 or more) for a period specified by the college. Grade reports of each student are to be reviewed at the end of the semester or quarter. Students earning less than a "C" average grade may be continued on a probationary grant, providing the college recommends their continuance. Transfers to other colleges during the grant period are to be discouraged, but exceptions with strong justification can be made.

17.4 Guidance and Counseling.

A. Guidance and counseling services are needed at all levels to assist individual students in preparing for higher education, to assist with the application and processing of requests for financial aid, and to assist with the follow-up program. Reference materials and guidance and counseling services to high school students should be provided long before their senior year. A file of current State college and vocational school catalogs should be maintained where they will be accessible to students and counselors for reference. There is a growing list of scholarship aid programs offered within many of the States for all eligible students, Indian and non-Indian, and every possible resource must be explored to support the increased number of applicants and to provide for the increased cost of tuition and other college expenses.

EDUCATION

Financial Aid for Higher Education

B. Bureau staff assigned to administer the higher education program in each Area are responsible for providing follow-up counseling and keeping records of each student's progress. Bureau staff members should establish such relationships with the high school and college administrative and counseling services as will be helpful in preparing the Indian students to use these services in the same measure as do non-Indian students.

17.5 Reporting. Each Area Office will provide the Division of Public School Relations with Scholarship Grant Reports as follows:

A. Prospective Graduates/Graduates Sponsored by Bureau Grants - due February 1 of present year (Form 5-6201, Illustration 9)

B. Prospective Graduates/Graduates Sponsored by Bureau Grants - due August 1 for previous year (Form 5-6201, Illustration 9)

C. Higher Education Grants - Annual Report - due August 1 for previous year (Form 5-6202, Illustration 10)

D. Budget Estimate - Scholarship Grants - due April 1 (Form 5-6203, Illustration 3)

17.6 Budget Estimates. Annual budget estimates and projections should be made by each Area Office not later than April 1 each year. See Form 5-6203, Illustration 11.

EDUCATION
Adult Education

- .1 General Information
- .2 Policy
- .3 Eligibility
- .4 Administration of Program
 - A. Program Plan
 - B. Contracted Programs
- .5 Annual Program Reports
- .6 Records Keeping

EDUCATION
Adult Education

18. Adult Education.

18.1 General Information. All Bureau funded Adult Education Programs, whether operated by the Bureau or under contract, will follow the procedures contained in 25 CFR, Part 32a and the provisions of this Part, except as otherwise provided by law or regulation.

18.2 Policy. The Bureau of Indian Affairs will provide funds for Adult Education which will provide educational opportunities and learning experiences for adult Indians which are designed to improve their ability to function as individuals and members of communities. This means funding programs that will enable adults, to become functionally literate, pass the General Equivalency Development test or otherwise raise their levels of educational achievement, obtain employment status through education and training, and enable them to meet other individual educational and/or training needs or interests.

18.3 Eligibility. Funds appropriated for the Bureau must be spent on the education of persons of one-quarter degree Indian blood or more. U.S.C.A. Title 25 Chapter 7, Sec. 297.

18.4 Administration of Program.

A. Program Plan. For each fiscal year, the Area, Agency or contractor responsible for establishing classes or programs for adult Indians will develop a written questionnaire to aid in planning for these classes or programs.

- (1) Type of class or program most desired. (subject)
- (2) Type of class or program most desired. (formal, informal etc.)
- (3) Time of day or day of week most preferred.

The questionnaires can be disseminated in several ways that will cost little money to the Bureau. They can be handed out at tribal meetings, sent home via school children, handed out at churches in the community or at many gatherings of the community adults.

The questionnaires will be collected and compiled to determine the number of students who are interested in enrolling and the type of subject matter most requested and the type of class or program most desired.

The Area, Agency or contractor will establish priorities for programs or classes based on these needs.

EDUCATION
Adult Education

The written plan will contain:

- (1) The compilation of data from the needs assessment.
- (2) The prioritized list of programs.
- (3) Written objectives for each class or program.
- (4) Resources to be used (staff, materials, facilities and funds).
- (5) Activities which will be used to carry out objectives.
- (6) Scheduled evaluation of the activities. This evaluation schedule will include who, when and how.

The completed plan will be on file in the originating office and in the Bureau Central Office. For contracting purposes the assessment and the written plan will be completed prior to negotiations and will become part of the contract.

B. Contracted Programs. The Contract Officer's Representative (COR) responsible for each contract for Adult Education funds will insure that the annual assessment, annual plan, and schedule for evaluation is made a part of each contract. The COR will also make sure that reports are submitted in a timely manner at the end of each fiscal year.

18.5 Annual Program Reports. Annual program reports will be made by each Area, Agency or contractor responsible for operation of Bureau of Indian Affairs Adult Education program funds. This annual report will contain data from the annual community needs assessment, the compiled program plan described in 18.4 and the scheduled evaluation of activities. The annual report will also contain the statistical data concerning expenditure of funds, students entering, completing, dropping out, continuing, entering other post-secondary programs etc. See forms examples in Illustrations 12 and 13.

18.6 Records Keeping. Records maintained on individual participants of the program will be protected pursuant to 25 CFR Part 36, Maintenance and Control of Student Records in Bureau Schools. The majority of students participating in the Adult education program will be 18 and older and that portion of Part 36 which pertains to the eligible student will be adhered to. Record keeping will be kept to a minimum, but, in order to adequately report student information as to numbers records will be kept and in compliance with 25 CFR Part 36.

SAMPLE ENTRIES

1. To record receipt of cash (coins, bills, checks, money orders, etc.) from depositors:

Increase Cash on Hand
Increase Depositor Control
(Summary of Individual Depositor Accounts)
Posting medium - deposit slips

2. To record deposit of cash in Commercial Bank:

Increase Cash in Banks
(Subsidiary account if necessary)
Decrease Cash on Hand
Posting medium - receipted duplicate deposit slip from commercial bank.

3. To record check to replenish Cash on Hand:

Increase Cash on Hand
Decrease Cash in Banks
(Subsidiary account if necessary)
Posting medium - numbered check

4. To record depositor withdrawals:

Decrease Depositor Control
(Summary of individual Depositor Account)
Decrease Cash on Hand
Posting medium - withdrawal slips

5. To record payments by check for associations:

Decrease Depositor Control
Decrease Cash in Banks (Subsidiary account if necessary)
Posting medium-numbered check supported by an approved voucher

Accounts Balance Register

What the Bank Has In Its Name

What the Bank Owes
to Depositors

Date	Explanation & Doc. No.	Cash on Hand	Cash in Banks	Total Cash	Depositor Control	Deposit
1957						
6/1	Deposits	25.00				25.00
6/1	Withdrawals		2.00			
6/1	Payment for--Ck. No. 1			7.00		
6/1	Transfer deposit to Bank:	15.00		15.00		
6/1	Account Balances	8.00(1)		8.00(2)	16.00	16.00

6/2	Balances Brought Fwd	8.00		8.00		16.00
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- (1) Cash on Hand to be counted and account balances initialed.
- (2) Account balance to be reconciled when commercial bank statement is received.
- (3) Individual depositor subsidiary accounts to be totaled and agree with summary balance daily.

WITHDRAWAL SLIP

No. _____			Sequoyah, Oklahoma _____ 19 _____ No. _____
To _____			
For _____			
I apply for the withdrawal of \$ _____			
Bal. Bro't Fwd.	Dollars	Cents	_____ Dollars
Amt. Deposited			
" "			Account No. _____
Total			
Amt. this chk.			
Bal. Car'd Fwd.			(Not negotiable--payable upon only application of depositor in person.)

(It is suggested that withdrawal slips and stubs be made up in book form.)

VOUCHER FOR PAYMENT

Name of Association

Funds on deposit in the _____ School Bank
to the credit of the above-identified are authorized for
expenditure in payment of the articles or services des-
cribed below and by the method indicated.

Payee

Address

Invoice	Description	Amount

Method of Payment:

By Currency (obtain receipt)

Requested by: Account Owner

By check

Approved by: Sponsor

SAMPLE ENTRIES

SCHOOL BANK

Account of _____
(Name of depositor; pupil or association)

Date	Description of Transaction	Decreases (Withdrawals Payments)	Increases (Deposits Receipts)	Balance
1960				
3/1	Deposit		25.00	25.00
3/1	Withdrawal	2.00		23.00
3/1	Payment of Bill (Chk. No. 1)	7.00		16.00

ARTICLES OF ASSOCIATION

OF _____

We, the undersigned, all of whom are enrolled in the _____, do voluntarily associate together without capital stock for the purpose of forming an agricultural cooperative association.

Article I

Name: The name of this association shall be the _____.

Article II

Purpose: The purpose of this association shall be to carry on the business of farming and livestock raising and to operate related enterprises; to encourage the ownership and proper management of cattle by members of the student body of the _____; to encourage the use of the land resources of the _____ through the ownership of livestock; and to aid more members of the _____ to become economically independent through livestock enterprises.

Article III

Powers: The powers of this association which shall exist and be exercised only in legal pursuance of its purpose shall be to acquire, hold, and dispose of property, to make and perform contracts; to borrow money and give liens on its property, to assign income; to engage in any business pursuant to its purpose; and such further powers as may be necessary to the conduct of its business.

Article IV

Place of Business: The principal place of business shall be the _____.

Article V

Member Participation: This association is formed to operate on a cooperative basis. Each member in good standing shall be entitled to one vote and only one vote. There shall be no voting by proxy.

Article VI

Management: The management shall be vested in a board of five directors, each of whom shall be a member of the association. Directors shall be elected by ballot at the annual meeting of members and shall hold office until their successors have been elected and have entered upon their duties. The directors shall manage the association in accordance with general plans and business policies approved by the members at a regular or special meeting of members called for the purpose, provided that if this association shall become indebted to any public leading agency, and, so long as any such indebtedness may continue, the business policies and the general management of this association shall be such as are satisfactory to such agency, and provided further, that the business policies and general management shall be such as are satisfactory to an advisory committee composed of the superintendent, the school principal and the agricultural instructor.

Contracts of the association involving the payment of funds or employment of labor shall specifically provide that members of the association shall be responsible for only their proportionate share of the contracted debts of the association.

Article VII

Member Interests: The interests of members in assets of the association shall be fixed upon an equitable basis determined by reference to the source of such assets, the relative dates of acquirement of membership, and all other pertinent facts relating to the acquirement of such assets. Such interest shall be recorded annually in the books of the association. No interest or dividends shall be paid on book interests of members or on the amounts paid as membership fees.

Article VIII

Disposition of Earnings: The association shall create the reserves and operating capital as provided in the by-laws and shall make no distribution of earnings except as provided therein.

The association may maintain separate records of business done with its members in connection with the handling of stock owned by individual members.

Article IX-Duties of Officers

Sec.1. Duties of President: The president shall preside over all meetings of members and the board of directors; perform the acts and duties usually performed by a presiding officer, and sign such papers as he may be authorized or directed to sign by the board of directors. The vice-president shall perform the duties in the absence of the president.

Sec.2. Duties of the Secretary: The secretary shall keep a complete record of the meetings of the association. He shall serve required notices, make all reports and perform such other duties as may be required of him by the board of directors.

Sec. 3. Duties of the Secretary: The treasurer shall perform such financial duties as may be prescribed by the board of directors.

Article X - Member Interests and Responsibility, Reserves and Operating Capital

The association shall maintain accounts showing interest of members created through patronage. Entries in such accounts shall be made annually as of the close of business for each fiscal year and shall reflect the net gain or loss in the interest of the member in undistributed net earnings. Such interests shall in no way less responsibility of members to pay indebtedness to the association.

For the purpose of determining the interest of the member in undistributed net earnings, the undistributed net earnings shall be considered as the earnings, remaining after deductions are made for the physical depreciation of the property, other reserves authorized by the members, and twenty-five per cent of the remaining balance for the creation of permanent operation capital until such fund equals \$4,000. Members shall have no interest in money set aside as reserves, permanent operating capital or for depreciation except in case of dissolution when all members shall, after settlements for members interest have been made, share equally in the net assets of the association. Net earnings may be distributed to members on a patronage basis with the approval of the superintendent, when it can be done in accordance with this Article.

Article XI - Contracts and Assessments for Management of Livestock

Livestock shall be handled for members or non-members only under writing contracts, the forms of which shall be approved by the superintendent. Such contracts shall provide for payment by individual owners of the estimated costs per head for grazing, vaccine, salt, and other goods and services in handling such cattle. The assessment per head shall be not less than ten per cent greater than the estimated cost for the season.

In the event of loss of any repayment cattle by a member of the association while the cattle are under the care of the association at the school an assessment will be levied on all members who are operating their cattle under the management of the association for the purpose of purchasing replacements for those lost. The assessment against each member will be based upon the proportion that the number of repayments owed to the association by him bears to the total number of repayments owed to the association by all members.

Article XII - Miscellaneous

Sec.1. All members of the association and the association shall conform to the regulations of the Bureau of Indian Affairs as to sale, trade or other disposal of livestock, the increase therefrom, of livestock products, and other property.

Sec.2. The business year of the association shall be from October 1 to September 30.

Sec.3. The name and residence of those accepting and agreeing to these articles of association and by-laws, who in testimony thereof have herewith set their hands and seals this _____ day of _____, 19____, are:

The foregoing Articles of Association and By-Laws of the _____ are recommended for approval:

Date

Date

Approved _____

Sec.4. Special Meetings: Special meetings of members may be called at any time by the president, upon written request of two members of the board or upon written petitions signed by 20% of the members in good standing. No business shall be transacted at a special meeting unless such business is specified in the notice.

Sec.5. Notice of Meetings: Members shall be notified of meetings by notices posted at the agency, and school at least five days before the meetings, which shall state the time, place, and purpose. No failure or irregularity of notice to any annual meeting regularly held shall affect any proceedings thereat. Meetings of members may be held without notice upon unanimous consent of all members. Notice of meetings held during vacation periods shall be sent to all members.

Sec.6. Quorum: One-third of the members in good standing shall constitute a quorum

Article XIII - Board of Directors

Sec.1. Term of Office: The board of directors shall serve for one year and until their successors have been elected.

Sec.2. Quorum: A majority of the board shall constitute a quorum at any meeting of the board.

Sec.3. Removal: A director may be removed for cause by vote of not less than two-thirds of the members in good standing at any regular or any special meeting called for the purpose at which a quorum is present. Officers may be removed for cause by vote of a majority of the members of the board.

Sec.4. Meetings: The board shall meet at least once every month at the time and place to be set by the board. Special meetings of the board shall be called by the president upon written request of two members of the board. Special meetings may be held without notice upon consent of all members of the board.

Sec.5. Election of Officers: The board shall meet within ten days after each election and shall elect by ballot from among themselves a president, a vice-president, a secretary and a treasurer, or a secretary-treasurer, who shall hold office until the election and qualification of the members, unless earlier removed by death, resignation or for cause.

Sec.6. Compensation: Directors and officers shall serve without pay in such capacities. No director or officer may be employed by the association at more than laborers' wages.

Sec.7. Advisory Member: The agriculture instructor or a designated representative of the superintendent shall act as an advisory member of the board and shall be given notice of all meetings.

Sec.8. Vacancies: Vacancies in the board of directors may be filled by the members in good standing at any regular or any special meeting called for the purpose at which a quorum is present. Vacancies caused by removal of members or officers, or for other reasons, shall be filled only for the unexpired term.

Article XIV - Duties of Directors

Sec.1. Management: The board shall manage the business and affairs of the association and at the beginning of each year shall formulate a plan of operation and budget for the coming year and present the same to the members for consideration, such plan of operation and budget shall be acceptable to the advisory committee.

Sec.2. Bonds: The treasurer may be required by the board of directors or the superintendent to give bond of a kind and amount acceptable to them. The cost shall be paid by the association.

Sec.3. Audits: The board of directors shall cooperate with the superintendent in having an audit made of the books and records of the association and in presenting report of the business to the members at the annual meeting.

Sec.4. Depository: The funds of the association shall be deposited in an account at the _____. Disbursements shall be made only as authorized by resolution of the board. All receipts of funds shall be deposited in the depository.

Sec.5. Records: Records shall be kept of each transaction. Accounts records shall be open to the inspection of any member or any authorized representative of the superintendent.

Article XV

Dissolution: This association may be dissolved by mutual agreement of 80% of the members but such dissolution shall not be effective

until approved by the Area Director. In case of dissolution, all members shall be entitled to their respective shares in the net assets of the association; and such dissolution shall be in accordance with the directions of the Area Director.

Article XVI

Managing Directors: The names and places of residence of the directors of this association who shall hold office until the first annual meeting are as follows:

Name	Residence
Pres. _____	_____
_____	_____
Vice-Pres. _____	_____
_____	_____
Sec.-Treas. _____	_____
_____	_____

Article XVII

Existence and Amendments: These articles of association and by-laws shall not be effective until approved by the Area Director. Amendments thereto may be made at any meeting of the association duly called for the purpose, provided a quorum is present and two-thirds of the members in good standing present approve the amendment, and further provided that any amendment shall not be effective until approved by the Area Director.

BY-LAWS

Article I - Purposes

The purposes for which this association is formed are those set forth in the Articles of Association.

Article II - Membership

Sec.1. Eligibility for Membership: An Indian enrolled in _____ who is able and willing to participate in the activities of the association shall receive respective shares in the net assets of the association; and such dissolution shall require board of directors and acceptance of such application by a majority of the board of directors. All

members shall be required to sign the articles of association and by-laws, the members agreement and pay a membership fee of \$.25 per person per year.

Sec.2. Expulsion: Members who violate any of the by-laws or members' agreements may, after an opportunity for hearing before the board, be expelled by the board. In lieu of expulsion the board may suspend the voting rights of a member until the next annual meeting of the members, who may continue the suspension or require expulsion of the member.

Sec.3. Withdrawal: A member may withdraw from the association by serving notice in writing to the board. Withdrawals shall not effect the indebtedness of the borrower to, or any agreement with, the association.

Sec.4. Restoration: Expelled members or those who have withdrawn may be restored to membership by a majority of the board acting upon a written application of such ex-member.

Sec.5. Payment of Interest: A retiring member shall be entitled to his interest in the net earnings set up for distribution and undistributed net earnings as shown on the books of the association at the close of the last fiscal year. Payment may be withheld until such payment can be made without seriously curtailing the business of the association

Article III - Meetings of Members

Sec.1. Annual Meeting: The annual meeting of members shall be held at the _____, _____, _____, at _____ o'clock on the first day of October of each year, or if a holiday on the next day.

School Student Activities or Clubs

Article I - Name of Organization

- a. The organization composed of students of the _____ shall hereafter be known as _____.

Article II - Purposes of Organization

- b. Educational instruction in (1) the raising of and the expenditure of funds for various school activities which are not provided by the Government, and (2) maintenance of accounting records.
- c. To create good fellowship among the members of the student body and the faculty.
- d. To arouse and maintain a high degree of pride in the group in particular and the school in general.
- e. To teach the elementary rules of parliamentary procedure.

Article III - Officers

- a. The members of the organization shall elect various officers who shall act as representatives of the organization. Term of office shall be for (1) a full school term or (2) half a school term. Nominations for office may be made by a nominating committee or by open nomination. Elections of officers shall be by secret ballot. Elections of officers shall be held during the first weeks of the school term. If terms of office or for a half-term school period the elections of officers for the second half term shall be held _____ weeks prior to the beginning of the second-half term of office.
- b. Officers to be elected to terms as prescribed in III. a. above and their duties are as follows:
1. President: shall preside over all regular and special meetings of the organization.
 2. Vice-President: shall serve in the absence of the President or other duties as assigned by the President.

APPROVED:

_____	_____
Date	Reservation Principal
_____	_____
Date	Superintendent
_____	_____
Date	Area Director

HIGHER EDUCATION GRANTS
ANNUAL REPORT

Fiscal Year _____

AREA _____

1. Total number students receiving Bureau scholarship grants: (Do not include students for grants were made but who did not enroll in school)

No. Students Receiving BIA Grants

	FIRST TIME				RENEWALS				Total
	Married		Single		Married		Single		
	M	F	M	F	M	F	M	F	
1st year									
2nd year									
3rd year									
4th year									
Graduate									
Sub-total:									
Total :									

2. No. grant students who:

- a. Remained in school through the end of the school year or until graduation, if the latter occurred first.
- b. Withdrew for any reason, exclusive of graduation, before close of school year.
- c. Were enrolled for one-time short-term courses only (workshops, summer term, etc.).
- d. Are veterans (supplemental assistance).
- e. Are part-time students.

	(1)	(2)	(3)	(4)	(5)	Total
1st year						
2nd year						
3rd year						
4th year						
Graduate						
Total						
Funds Expended:						

3. Types of schools attended:

	Fresh.	Soph.	Jr.	Senior	Grad.	Total
Junior College						
Sectarian						
College/University						
Total						
Funds Expended:						

4. No. students who are high school graduates of:

	Bureau	Public	Mission & Private	Total
1st year	_____	_____	_____	_____
2nd year	_____	_____	_____	_____
3rd year	_____	_____	_____	_____
4th year	_____	_____	_____	_____
Graduate	_____	_____	_____	_____

5. Married students funded through grant program. (Include all students assisted under the program. Count participant, spouse and dependent/s)

Family of . . .	1	2	3	4	5	Total
1st year	_____	_____	_____	_____	_____	_____
2nd year	_____	_____	_____	_____	_____	_____
3rd year	_____	_____	_____	_____	_____	_____
4th year	_____	_____	_____	_____	_____	_____
Graduate	_____	_____	_____	_____	_____	_____
Funds Expended:	_____	_____	_____	_____	_____	_____

6. Financial Analysis (Income - count only Bureau program students):

	No. Students	Amount
a. Bureau scholarship program	_____	\$ _____
b. Tribal grant or loan assistance	_____	_____
c. Office of Education (HEW)	_____	_____
Educational Opportunity Grant	_____	_____
Work-Study	_____	_____
N.S.D. Loans and other	_____	_____
d. Private and/or foundation grants	_____	_____
e. Parental contribution funds	_____	_____
f. Student contribution funds	_____	_____
g. Other contributions	_____	_____
Total Amount		\$ _____

Expenditures:

- a. Total Bureau scholarship program expenditures: * \$ _____
- b. Total other (b-g above) program expenditures: \$ _____

*Includes \$ _____ expended for student tutoring and/or remedial services for _____ students.
 (No.)

*Includes \$ _____ expended for contract services to recognized tribal or school organizations to service _____ students.
 (No.)

4. No. students who are high school graduates of:

	Bureau	Public	Mission & Private	Total
1st year	_____	_____	_____	_____
2nd year	_____	_____	_____	_____
3rd year	_____	_____	_____	_____
4th year	_____	_____	_____	_____
Graduate	_____	_____	_____	_____

5. Married students funded through grant program. (Include all students assisted under the program. Count participant, spouse and dependent/s)

Family of . . .	1	2	3	4	5	Total
1st year	_____	_____	_____	_____	_____	_____
2nd year	_____	_____	_____	_____	_____	_____
3rd year	_____	_____	_____	_____	_____	_____
4th year	_____	_____	_____	_____	_____	_____
Graduate	_____	_____	_____	_____	_____	_____
Funds Expended:	_____	_____	_____	_____	_____	_____

6. Financial Analysis (Income - count only Bureau program students):

	No. Students	Amount
a. Bureau scholarship program	_____	\$ _____
b. Tribal grant or loan assistance	_____	_____
c. Office of Education (HEW)	_____	_____
Educational Opportunity Grant	_____	_____
Work-Study	_____	_____
N.S.D. Loans and other	_____	_____
d. Private and/or foundation grants	_____	_____
e. Parental contribution funds	_____	_____
f. Student contribution funds	_____	_____
g. Other contributions	_____	_____
Total Amount		\$ _____

Expenditures:

- a. Total Bureau scholarship program expenditures: * \$ _____
- b. Total other (b-g above) program expenditures: \$ _____

*Includes \$ _____ expended for student tutoring and/or remedial services for _____ students.
 (No.)

*Includes \$ _____ expended for contract services to recognized tribal or school organizations to service _____ students.
 (No.)

BUDGET ESTIMATES - SCHOLARSHIP GRANTS

AREA	DATE OF REPORT							
	F. Y. 19	F. Y. 19	F. Y. 19	F. Y. 19				
PROGRAM	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT
<u>ADMINISTRATION</u>								
Contracting								
Salary								
Travel								
EBC								
Office Operating Costs								
<u>RESEARCH SPECIAL PROJECTS, & TRNG. (No. more than 10% of budget)</u>								
Research								
Special Projects								
Training								
<u>GRANTS</u>								
Freshmen								
Single								
Married								
Sophomores and Juniors								
Single								
Married								
Seniors								
Single								
Married								
Graduate Students								
Single								
Married								
Summer Grants (Prior F.Y.)								
TOTAL REQUEST								

ANNUAL REPORT

BIA ADULT EDUCATION

Fiscal Year _____

Financial Summary

Fund Source	Agency Use	Area Use	C.O. Use	Total
1. BIA/AE Funds				
2. Other BIA Funds				
3. Total BIA Funds				
4. Amount of Total <u>Agency Use</u> Funds Contracted to Tribes				
5. Amount of Total <u>Area Use</u> Funds Contracted to Tribes				
6. Amount of Total <u>Central Office Use</u> Funds Contracted to Tribes				
7. Amount of Total <u>BIA Use</u> Funds Contracted to Tribes				

Central Office Signature _____

Date _____

Form 5-6231
October 1979

Report 62-16
October 1979

PROGRAM, PARTICIPATION, AND RESULTS REPORT

FISCAL YEAR

Program	Purposes-Objectives-Reasons For Participation Program Emphasis	SCHEDULED CLASSES			INDIVIDUALIZED INSTRUCTION			MIXED			TOTALS		
		In	Yes	No	Still	In	Yes	No	Still	In	Yes	No	Still
A B E	1. Personal Improvement												
	2. Occupation												
	3. Education												
	4. Consumer, family, health												
	5. Community, law, government												
	6. Other												
	Sub-total												
G E D	1. Personal Improvement												
	2. Occupation												
	3. Education												
	4. Consumer, family, health												
	5. Community, law, government												
	6. Other												
	Sub-total												
O T H E R	1. Personal Improvement												
	2. Occupation												
	3. Education												
	4. Consumer, family, health												
	5. Community, law, government												
	6. Other												
	Sub-total												
	GRAND TOTAL												

62 BIAM
Illustration 12
Page 2

1. GED Certificates Received as results of BIA-sponsored AE programs

2. Number obtaining employment or promotion as result of BIA-sponsored AE programs

3. Number enrolling in college full-time as result of BIA-sponsored AE programs

4. Number enrolling in other education or training as result of BIA-sponsored programs

5. (Optional) Total number of adults counselled individually concerning local employment or educational opportunities

REPORT OF NON-BIA-SPONSORED PROGRAMS
IN WHICH THE BIA HAD SOME DIRECT INPUT

Form 5-6224
October 1979

Report 62-17
October 1979

Fiscal Year _____

	Number of Programs by Type			Estimated Number of Participants			Number of Programs, by Type of Input						
	Programs by Type			Participants			Planning, Tech. Asst	Counseling	Facilities	Instruc. Staff	Materials and/or Fees	Other	
	ABE	GED	OTHER	ABE	GED	OTHER							
Tribe (non-contract)													
Federal Agencies													
State Agencies													
Schools													
Business, Civic, Community													
Other													
TOTAL													

Other Results Report (Non-BIA-Sponsored Programs Only)

1. Number of GED Certificates Received as result of above programs
2. Number obtaining employment or promotion as result of above programs
3. Number enrolling in college full-time as result of above programs
4. Number entered other education or training as result of above programs

LIAISON, COORDINATION, AND FUND DEVELOPMENT

Fiscal Year _____

1. Non-BIA Organization	2. Number of Programs, by Type			3. Additional Funds Made Available or Expected to Become Available Later	4. Additional Persons Served or Expected to be Served Later
	1. ABE	2. GED	3. OTHER		
1. Tribe (non-contract)					
2. Federal Agencies					
3. State Agencies					
4. Schools: (Elem., Sec., Voc/Tec., College, Univ., Community)					
5. Business Enterprises and Civic or Community Groups					
6. Other					
TOTALS					

SUMMARY OF BIA-SPONSORED PROGRAMS, INCLUDING THOSE CONTRACTED

FISCAL YEAR _____

TYPE	Summary of Program Description	Summary of Analyses of Effectiveness - Noteworthy Items Only	Summary of Recommendations Worth Disseminating to Others
A B E			
G E D			

SUMMARY OF BIA-SPONSORED PROGRAMS, INCLUDING THOSE CONTRACTED

FISCAL YEAR _____

TYPE	Summary of Program Description	Summary of Analyses of Effectiveness - Noteworthy Items Only	Summary of Recommendations Worth Disseminating to Others
O T H E R			

Form 5-6227
October 1979

Report 62-20
October 1979

62 BIAM
Illustration 12
Page 7

SUMMARY OF

UNSTRUCTURED NARRATIVE REPORTS

Fiscal Year _____

Fiscal Year _____

DATA FOR YEAR JUST ENDED

	1 A B E	2 G E D	3 OTHER	TOTAL
1. Estimate of Assessed need for services				
2. Number of individuals receiving adult education services during fiscal year from BIA/AE programs . .				
3. Estimate of number of individuals needing but not receiving adult education services from BIA/AE. . .				
4. Estimated number Indians served this year in non-BIA-sponsored programs				
5. Estimated number not receiving services from any source this year				
DATA FOR YEAR JUST BEGINNING				
6. Additional persons expected to be served during new year as result of Liaison, Coordination, and Fund Development activities				
7. Net number with no services next year				

IDENTIFY BELOW THE TYPES OF PROGRAMS NEEDED BY PERSONS SHOWN IN COLUMN 3 ABOVE (OTHER) ON LINE 1 (ESTIMATE OF NEED), SUCH AS: DRIVER EDUC., INCOME TAX TRAINING, CRAFT TRAINING, ETC.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____

ADULT EDUCATION PROGRAMS
 STATISTICAL REPORT

Report 62-22
 October 1979

Fiscal Year _____

Bureau of Indian Affairs

DATA ESTIMATED FROM NON-BIA-SPONSORED PROGRAMS IN WHICH THERE WAS SOME BIA INPUT

A R E A	Number Served		Type of Assistance, Participation, or Other Input Provided by the BIA				As Result of These Adult Education Programs						
	ABE	GED	OTHER	Planning Tech. Asst. Promotion	Coun- seling	Facilities	Staff for In- struction	Materials and/or Fees	Other	GED Certs. REC'D	HIRED or Promoted	Full- time College	Other Educ. or Trng.
ABERDEEN													
ALBUQUERQUE													
ANADARKO													
BILLINGS													
EASTERN													
JUNEAU													
MINNEAPOLIS													
MUSKOGEE													
NAVAJO													
PHOENIX													
PORTLAND													
SACRAMENTO													
TOTAL													

EDUCATION
Table of Contents

O. TABLE OF CONTENTS

19.1 General

- A. Introduction
- B. Policy

19.2 Authority

19.3 Objectives

19.4 Functional Responsibilities

- A. Director, Office of Indian Education Programs
- B. Agency Superintendents for Education (ASE) and Education Program Administrators (EPA)
- C. Fiscal Agents

19.5 Types of Computer Education Programs

- A. Computer Literacy
- B. Computer Assisted Instruction
- C. Computer Managed Instruction
- D. Education Administration

19.6 Financial Program Plan

19.7 Security and Safeguards

19.8 Training

19.9 Computer Hardware Equipment and Services

19.10 Educational and Administrative Software

EDUCATION
Table of Contents

19.11 Computer Hardware/Software/Services Procurement

- A. Bureau of Indian Affairs' Operated Schools
- B. Public Law 93-638 Contract Schools
- C. Public Law 100-297 Grant Schools
- D. Johnson-O'Malley (JOM)

19.12 Monitoring

19.13 Reporting

EDUCATION
Computers In Education

19. COMPUTERS IN EDUCATION

19.1 General.

A. Introduction. The purpose of this section is to provide a strategic framework for the acquisition, implementation, and management of computer education programs within Bureau of Indian Affairs' operated and funded schools.

B. Policy. It is the policy of the Office of Indian Education Programs (OIEP) to guarantee equal opportunity and open access to all Indian students in Computer Education through the implementation of Computer Literacy, Computer Assisted Instruction, and Computer Managed Instruction education programs.

19.2 Authority. 25 CFR Part 32 Indian Education Policies
25 CFR Part 36 Subpart C, Minimum Program of Instruction.

19.3 Objectives.

A. To incorporate computer education in Bureau of Indian Affairs operated and funded schools.

B. To insure that every student in Bureau of Indian Affairs operated and funded schools has exposure to computer education.

C. To provide multiple levels of computer literacy, computer assisted and managed instruction.

D. To integrate various facets of computer technology to improve and increase education administration capabilities.

19.4 Functional Responsibilities.

A. Director, Office of Indian Education Programs shall:

EDUCATION
Computers In Education

(1) Establish Bureau-wide policies, plans, standards and procedures for implementing alternative, innovative, and exemplary programs into Bureau operated and funded schools.

(2) Define the responsibilities for implementing, monitoring, and evaluating computer education programs.

B. Agency Superintendents for Education (ASE) and Education Program Administrators (EPA) shall:

(1) Provide guidance and technical assistance to Bureau operated and funded schools in program planning, preparing proposals, training, evaluating, preparing and submitting required reports.

(2) Manage the computer education programs and other electronic hardware/software devices that are designed for use in the educational environment.

(3) Review and approve Bureau operated school financial program plans (Form FPP-3).

C. Fiscal Agents. The Principal or Officer in Charge is the responsible Fiscal Agent for Bureau operated schools. The Education Line Officer is the responsible Fiscal Agent for contract and grant schools.

(1) All Fiscal Agents are responsible for:

(a) Direct management, control, and operation of all computer education programs and other electronic devices that are utilized in the school education programs.

(b) Planning and implementing computer education programs and training programs for school staff and the community to acquaint and familiarize them with the functions, responsibilities

EDUCATION
Computers In Education

and the applications associated with computer education programs.

(2) Bureau operated school Fiscal Agents are responsible for developing and submitting to the appropriate line officer a Form FPP-3, "Equipment Acquisition and Procurement Plan", for approval.

19.5 Types of Computer Education Programs.

A. Computer Literacy.

(1) Computer Awareness. The development of a working knowledge and understanding of the application of computers in academic, social, and business environments.

(2) Computer Programming. The development of student's ability to use computer languages, logic and design to create applications software.

B. Computer Assisted Instruction.

(1) Tutorial. The introduction of concepts which may offer some drill and practice exercises. Allows for individual differences in student achievement levels, rates of learning, interest and motivation.

(2) Drill and Practices. Consists of repetitive exercises by the student until the learning exercise is accomplished.

C. Computer Managed Instruction. This is within the classroom educational environment and pertains to the diagnosing, prescribing, and generating individual educational plans; monitoring student progress; evaluating learning outcomes; and directing and grouping students for instruction.

D. Education Administration. Promote the use of microcomputer technologies in Area offices, Agency offices and schools for

EDUCATION
Computers In Education

educational administrative applications to fulfill the educational and administrative objectives of the OIEP.

E. At a Minimum:

(1) Each school will provide instruction in computer awareness.

(2) Other opportunities for computer assisted instruction and computer managed instruction will be offered as resources are available.

(3) Access priorities.

(a) Students enrolled in approved programs shall have first priority access for computer use.

(b) Other access will depend on school policy.

19.6 Financial Program Plan. Bureau funded schools will utilize Form FPP-3, "Equipment Acquisition and Procurement Plan", as the document for authorizing procurement of micro-computers, related peripherals and software. These plans provide a mechanism for identifying hardware and software procurements that the school is proposing for purchase for a specific fiscal year. The procurements identified in the plan are necessary to achieve the goals and objectives as outlined for the same fiscal year.

19.7 Security and Safeguards.

A. Environmental. Ensure that all electronic devices are safeguarded from fire, heat, water, electric power malfunctions, theft and malicious destruction by employees or non-employees.

EDUCATION
Computers In Education

B. Privacy. Standards are prescribed in the Federal Information Processing Standards Publications 41: Computer Security Guidelines for Implementing the Privacy Act of 1974.

19.8 Training. User training will be designed and implemented by the appropriate responsible Fiscal agent to insure the effective utilization of the computer education system prior to user involvement.

19.9 Computer Hardware Equipment and Services.

A. Acquisition of all computer equipment services shall be conducted within all applicable procurement laws, regulations, and policies. Equipment specification standards and service agreements must be appropriate for which the application is designed.

B. Current inventory list must be maintained for all micro-computers, related peripherals, and internal components, i.e., video cards, modems, memory expansion cards and chips, etc.

19.10 Educational and Administrative Software.

A. Software for instructional use must be appropriate to meet the stated instructional objectives. Software for administrative use must comply with Bureau standards where possible.

B. Software for instructional use must meet quality criteria established by the school curriculum committee.

C. Software must be compatible with the hardware.

D. Adequate secure storage must be maintained for software originals and a copy of the current inventory list.

EDUCATION
Computers In Education

E. Regulations regarding copyright laws must be obeyed. Multiple copy licenses will be negotiated by the Bureau of Indian Affairs Contracting and Grants administrative staff where possible.

19.11 Computer Hardware/Software/Service Procurement.

A. Bureau of Indian Affairs' Operated Schools. Schools shall plan, develop and submit to the appropriate ASE or EPA a completed Form FPP-3, "Equipment Acquisition and Procurement Plan."

(1) The ASE or EPA shall review the school's FPP-3 to determine if the items to be procured are in compliance with the overall educational objectives and if adequate funding is available.

(2) Project approvals for computer equipment and software as authorized in Chapter 1 and Handicapped applications will be deemed as approval authority for obligation of funds.

(3) When a procurement for computer equipment or services exceeds any thresholds as outlined 62 BIAM 19.11A(5), a written request for approval must be forwarded to the Director, OIEP, for review and authorization.

(4) Once the Form FPP-3, "Equipment Acquisition and Procurement Plan", is approved by the ASE or EPA, the Principal or Officer in Charge, as responsible Fiscal agent, will submit to the Contracting Officer the proper requisition form along with a copy of the Form FPP-3 or approved Chapter 1 and/or Handicapped application.

(5) The ASE or EPA for Bureau operated schools has approval authority for procurement request up to the thresholds indicated in Table A - "Full and Open Competition", Table B - "Other Than Full and Open Competition", and Table C - "8 (A) Firm" of 62 BIAM 19.11A(5).

EDUCATION
Computers In Education

PROCUREMENT REQUEST THRESHOLD TABLES

TABLE A - FULL AND OPEN COMPETITION
(Including GSA Schedule and Buy Indian Contracts)

TYPE OF PURCHASE	THRESHOLD	
Hardware	Total Contract Value	\$50,000
Proprietary Software	Total Contract Value	\$25,000
Maintenance Services	Annual Value	\$100,000
ADP Contractor Services	Annual Value	\$200,000

TABLE B - OTHER THAN FULL AND OPEN COMPETITION

TYPE OF PURCHASE	THRESHOLD	
Hardware	Total Contract Value	\$10,000
Proprietary Software	Total Contract Value	\$5,000
Maintenance Services	Annual Value	\$100,000
ADP Contract Services	Annual Value	\$200,000

TABLE C - 8 (A) FIRM

TYPE OF PURCHASE	THRESHOLD	
Hardware	Total Contract Value	\$10,000
Maintenance Services	Annual Value	\$100,000
ADP Contractor Services	Annual Value	\$100,000

EDUCATION
Computers In Education

B. Public Law 93-638 Contract Schools.

(1) The Tribal Governing Body or Contractor has the authority to purchase any computer hardware/software for educational/administrative purposes.

(2) Chapter 1 and Handicapped computer hardware/software funds, must be approved through the project application process and shall be expended only for those items approved in accordance with Public Law 94-142, Public Law 99-457, Public Law 100-297, as amended and 20 U.S.C 2701, Public Law 100-297, as amended.

(3) The responsible school supervisor then recommends modifications to the contract and submits the appropriate equipment requisition form, school board approval documents (Chapter 1 and/or Handicapped project approval as necessary when these funds are being utilized for purchase), to the appropriate Line Officer for processing to the Contracting Officer.

C. Public Law 100-297 Grant Schools.

(1) The Tribal Governing Body or Grantee has the authority to purchase any computer hardware/software for educational/administrative purposes as identified in Sec. 5204 of Public Law 100-297. The transaction is to be documented in a journal maintained at the school clearly identifying when the transaction occurred, what was acquired, and from whom, the prices paid, the quantities acquired, and any other information the supervisor or school board considers relevant.

(2) Chapter 1 and Handicapped computer hardware/software funds, must be approved through the project application process and shall be expended only for those items approved in accordance with Public Law 94-142, Public Law 99-457, Public Law 100-297, as amended and 20 U.S.C 2701, Public Law 100-297, as amended.

EDUCATION
Computers In Education

D. Johnson-O'Malley (JOM). To purchase JOM funded microcomputer hardware and software, the signature on the JOM application of the Indian Education Committee Chairperson and the Education Line Officer is sufficient for approval.

19.12 Monitoring. The ASE or EPA is responsible for the monitoring of computer education programs within their jurisdiction and certifying compliance relative to the intent, purpose and the physical location of the computers as approved. A copy of the monitoring report shall be forwarded to the Director, OIEP, for review and information. On-site monitoring visits shall be conducted on an annual basis.

19.13 Reporting. An annual report shall be submitted to the Director, OIEP, by September 1 of the commencing school year, by each education line officer relative to their Bureau operated school's computer education programs. The annual report shall address the degree to which the objectives were achieved, applicability/performance of resources, strengths and weaknesses of programs and recommendations for improvement.

EDUCATION
Table of Contents

- .1 General
 - A. Introduction
 - B. Policy
- .2 Authority
- .3 Purpose
- .4 Definition
- .5 Responsibilities
 - A. Director, Office of Indian Education Programs
 - B. Education Line Officers
 - C. School Principals
- .6 Specific Requirements

EDUCATION

School Attendance Boundaries

23.1 General.

A. Introduction. This supplement describes the policy, responsibilities and requirements for the establishment and maintenance of non-overlapping attendance boundaries for Bureau of Indian Affairs funded schools and peripheral dormitories.

B. Policy. It is the policy of the Bureau to educate all eligible Indian students as close to their homes as possible. Students shall not be enrolled in schools outside their attendance boundary unless no Bureau funded school exists within the attendance boundary that has a program and space to meet the students' needs, or, unless it has been determined by the parents and appropriate officials that a transfer outside the attendance boundary is preferable to the alternate attendance in a local public school.

23.2 Authority. The Director is mandated by 25 CFR Part 39.20 to develop and implement a uniform and auditable system of enrollment criteria and attendance boundaries for each school and dormitory in the Bureau educational system. Each Agency Superintendent for Education and Area Education Programs Administrator are required to establish and implement non-overlapping geographic attendance boundaries for each school within their administrative jurisdiction.

23.3 Purpose. The purpose of this supplement is to develop and publish guidelines for:

A. Uniform, objective and auditable placement criteria and guidelines for placement of students in dormitories and residential care programs of boarding schools, and in special weighted program areas which expand upon the applicable definitions; and

B. Uniform and auditable system of enrollment criteria and attendance boundaries for each school in the Bureau educational program.

23.4 Definition. A school attendance boundary is a line of demarcation which clearly delineates and describes a geographical area that has been established by a school in agreement and cooperation with neighboring schools, consultation with school boards and/or tribes and which has been approved by the Director, Office of Indian Education Programs.

School Attendance Boundaries

23.5 Responsibilities.

A. The Director, Office of Indian Education Programs (OIEP) is responsible for:

- (1) Annual review and approval of the proposed school attendance boundary plan for each school.
- (2) Annual review and approval of changes, modifications, and/or amendments to the approved attendance boundary plan for each school.
- (3) Conduct of periodic reviews of selected sites to assure compliance with the approved attendance boundary plans.

B. Education Line Officers are responsible for:

- (1) Establishing and implementing guidance and assistance to the school staff, school boards, tribal members, and other interested parties for the establishment and maintenance of attendance boundaries.
- (2) Submitting an appropriate school attendance boundary plan to the Director for review. The plan shall contain current, detailed maps, graphic aids, and any other materials that will describe the attendance boundary plan for each school.
- (3) Recommending changes, modifications, and amendments to the Director when necessary.
- (4) Developing applicable procedures and guidelines to assure compliance with the approved attendance boundary plan for each school.

C. School Principals are responsible for:

- (1) Consulting with local school boards and affected tribes for the establishment and maintenance of specific geographical attendance areas for the schools.
- (2) Maintaining appropriate student records and administrative controls to assure compliance with the approved attendance boundary plans. Student documentation will remain at the school and be accessible for auditing and monitoring purposes.

EDUCATION

School Attendance Boundaries

(3) Providing assistance to local school boards, tribal officials, tribal members, and other parties through consultation and by public meetings to plan, develop, establish, and implement the attendance boundaries for the schools.

(4) Implementing the attendance boundary plans and procedures to assure compliance.

23.6 Specific Requirements.

A. Students shall be enrolled in and attend schools within the established school attendance area in which they reside.

B. A residential school may accept, upon the written recommendation of the local social service official, eligible students residing outside of its established attendance area if there are social or behavioral needs of the students that cannot be met by the school within the attendance area in which the students reside.

C. A school may accept eligible students residing outside of its established attendance area if the schools within the designated attendance area in which the students reside do not provide an educational program designed to meet the special vocational or academic needs of the students.

D. Before a school accepts a student residing outside of its established attendance area, the responsible education line officer who has jurisdiction over the school attendance area in which the student resides will certify that one or more of the conditions in 23.6B and 23.6C are met. Such certification shall be in writing and attached to the student's enrollment application form along with the recommendations of the social service office, if part 23.6B applies. The school principal shall maintain an appropriate file and supporting documentation on all out-of-attendance area students for monitoring and auditing purposes.

E. By October 1 of each year, each Area Education Programs Administrator or Agency Superintendent for Education who has an off-reservation boarding school, or any other school, under their jurisdiction that may have out-of-attendance area students enrolled, will submit a list that identifies all of the out-of-attendance area students enrolled in the off-reservation boarding schools or other schools, to the appropriate Assistant Director.