

PERSONNEL GOALS

The Board recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff.

The Board's specific personnel goals are:

1. To recruit, select, and employ the best qualified personnel to staff the school system;
2. To provide staff compensation and benefit programs sufficient to attract and retain qualified employees;
3. To provide programs for all employees to improve their performance and the overall rate of retention and promotion of staff;
4. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance;
5. To deploy personnel so as to ensure their skills are used as effectively as possible;
6. To develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction;

To help all employees realize that the efficient and courteous performance of their assignment has a positive impact on the public support of education in the district.

Adopted: March 9, 2015

EQUAL OPPORTUNITY EMPLOYMENT

The Board subscribes to the fullest extent to the principle of the dignity of all people and of their labors and will take action to ensure that applicants are employed, assigned, and promoted without regard to their age, race, creed, color, sex, marital status, political affiliation, or national origin. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Legal References:

SDCL 13-43-17 (Practices and standards commission created)
SDCL 13-43-17.1 (Operation within department)
Title VI Civil rights Act of 1964, as amended in 1972 (Nondiscrimination in federally assisted programs)

Title VII Executive Order 11246, 1965, as amended by Executive Order 11375
SDCL 13-43-18 (Appointment of members)
SDCL 13-43-19 (Vacancies on Commission)
Equal Employment Opportunity Act of 1972
Title VII Education Amendments of 1972
SDCL 13-43-20 (Election of officers)
SDCL 13-43-20.1 (Appointment of executive secretary)
Title IX (P.L. 92-318) 45 CFR, Parts 81, 86 (Federal Register June 4, 1975, August 11, 1975)
(Gender Discrimination)

Rehabilitation Act of 1973
SDCL 13-43-21 (Meetings of Professional Teachers)
SDCL 13-43-23 (Administrative expenses)
Americans with Disabilities Act, July 26, 1990
SDCL 13-43-25 (Rules of Commission)

Adopted: November 11, 1995

Reviewed: January 9, 2012

Reviewed: February 10, 2015

FREEDOM OF EXPRESSION

When public employees of make statements verbally or electronically, pursuant to their official duties: in the classroom, at board meetings, and at other meetings related to educational issues affecting the Harding County School District, the employees are not speaking as citizens for First Amendment purposes, and the Constitution does not insulate their communications from employer discipline (*Garcetti v. Ceballos*) .

Adopted: March 9, 2015

EMPLOYEE USE OF NETWORKING SITES

Technology will be used to complement and foster public education. Utilization by employees must not distract from or disrupt the educational process. Proper decorum is the standard of conduct expected of a professional. That standard will apply to the use of technology and social networking sites.

The Superintendent will ensure that staff members are reminded and informed of the importance of maintaining proper decorum when using technology as well as in person.

Proscribed conduct includes:

Improper fraternization with students.

Listing students as friends on networking sites.

Staff members providing private phone numbers without prior approval of the district.

Inappropriate email or phone contact with students.

Posting items containing inappropriate sexual content.

Posting items exhibiting or advocating illegal use of drugs or alcohol.

Electronic contacts with students will be through the district's state K-12 email system.

All contact and messages by coaches with team members shall be sent to all team members, except for messages concerning medical or academic privacy, in which case the messages will be copied to the athletic director and the school principal.

The administration will monitor improper use of technology, and impose sanctions including dismissal from employment. Employees have no expectation of privacy with respect to utilization of district property, nor engagement in social networking sites.

Adopted: 2/13/2012

Revised: 5/11/2015

HARDING COUNTY SCHOOLS

STAFF HEALTH AND SAFETY

The Board may require an employee returning from an extended leave of absence for health reasons to submit a release from a doctor or health care professional to show readiness to return to work.

WORKERS' COMPENSATION

In case of injury while pursuing duties in keeping with the employee's contract, the employee will receive compensation and expenses as prescribed by the worker's compensation law of South Dakota.

Any employee who receives an injury while at work should immediately report this injury to the Superintendent's office and request the necessary forms to make application for payment under this law.

Legal References:

SDCL 13-10-9 (Liability insurance for protection of employees)

SDCL 62-1-2 ("Employer" defined)

SDCL 62-3-3 (Employer and employee bound by provisions of title)

Adopted: March 9, 2015

EMPLOYEE COMMUNICABLE DISEASES

The board recognizes its responsibility to provide a clean and healthy environment for students and school employees.

The determination of whether an infected employee be excluded from work activities shall be made on a case-by-case basis, under the direction of the principal/building administrator or designee.

In situations where the decision requires additional knowledge and expertise, the principal will refer the case to an advisory committee for assistance in determining the proper course of action.

The advisory committee may be composed of:

- a representative from the State Health Department;
- the employee's physician;
- the employee and/or designee;
- the school health service's supervisor;
- the superintendent or designee; and
- other appropriate school personnel.

In making the determination, the advisory committee shall consider:

- the physical condition of the school employees;
- the expected type(s) of interaction with others in the school setting;
- the impact on both the infected school employee and others in that setting;
- the South Dakota Department of Health guidelines and policies;
- the status of certification of health of the employee under South Dakota Law;
- the recommendation of the County Health Officer, which may be controlling;
- information regarding the infected employee, which is, deemed part of his/her personnel records, therefore is classified as "Confidential".

The advisory committee may officially request assistance from the State Department of Health.

If employment of an infected employee is to be interrupted or discontinued, the employee will be entitled to use available medical leave and receive available benefits.

Public information will not be revealed about the employee who may be infected. If the employee is permitted to remain in the school setting, the principal, will provide, as appropriate to school employees who have regular contact with the employee, as to the employee's medical condition and other factors needed for consideration in carrying out job responsibilities.

Health guidelines for work attendance are established and interpreted with the context of the case. The guidelines are not inclusive but are available to be used as a resource. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

Instructions in appropriate handling of blood and body fluids will be provided. Hand washing after contamination, food preparation and health/hygiene care performed in different sink and work areas, maintenance cleaning and other personal hygiene measures are part of creating a healthy environment.

Specific health concerns may require the advisory committee to make a determination on school attendance or participation in school activities.

Legal References: SDCL 1-27-3 (Records declared confidential or secret)

Adopted: September 22, 1986

Amended: August 13, 2001

Revised: April 13, 2015

**USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES
DRUG FREE WORKPLACE**

Student and employee safety is a paramount concern to the Harding County School Board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction. Should the affected employee be the superintendent s/he will report to the Board no later than the next regular meeting of the Board.

Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the district will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

All employees will attend a district alcohol and/or drug-free awareness program annually. At this program, employees will be informed about the dangers of alcohol and/or other drug use/abuse, this policy of maintaining an alcohol and/or other drug-free environment, available alcohol and/or other drug counseling; rehabilitation, and employee assistance programs; and the disciplinary sanctions that may be imposed upon employees for alcohol and/or other drug use or abuse violations. The information will be disseminated to each employee via written and oral communication.

The school board recognizes that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.

When a staff member has consumed alcoholic and/or illegal drugs off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions, as for possession or consumption on school property.

The school board hereby commits itself to a continuing good faith effort to maintain a drug-free environment.

A copy of this policy shall be given to all present and future employees.

A Biennial Review of the program provided by the Harding County School District will be made:

1. To determine the effectiveness of the program and to implement changes to the program if needed.
2. To ensure that disciplinary sanctions are consistently enforced.

Adopted: August 13, 2001

Reviewed: April 13, 2015

Legal References: SDCL Public Law 100-690 (Drug-Free Workplace Act of 1988)

DISTRICT INVOLVEMENT IN POLITICAL ACTIVITY

The Board believes in the importance of democracy in American society and advocates political participation as an act of self-governance. In this spirit, the Board recognizes the rights of district employees, as private citizens, to be involved in local, state and federal political activities, and encourages politically related material, discussions and projects in the classroom with the intent to teach students about democracy.

For the purpose of educating voters and lawmakers, the Board will provide information on ballot questions. The Board authorizes the superintendent or superintendent's designee to communicate such information to citizens, media sources, public officials or candidates running for office as the superintendent or designee deems appropriate.

However, the board prohibits the following actions:

1. Use of an official school title to endorse or oppose candidates running for elected office, a political party or a proposition, referendum or issue being voted upon by the electorate;
2. Use of district funds to support or oppose a candidate running for elected office, a political action committee, a political party or a proposition, referendum or other ballot issue;
3. Distribution or posting of material which supports or opposes any candidate, political party or action committee, or proposition, referendum or other ballot issue on school property during school hours; and
4. Use of school facilities by candidates, their representatives, political parties, or political action committees.

SCHOOL AS POLLING PLACE

In the case that a public school building is used as a public polling place, candidates, their representatives, members of a political party or political action committee or citizens acting in support or opposition to a ballot question may hand out literature or speak with prospective voters as long as this is done outside a 100-foot radius of the entrance to the polling place.

The Board authorizes the superintendent to create any necessary regulations to implement this policy.

Adopted: 5/11/2015

Legal	Hatch Act (Act to prevent pernicious political activities)
References:	<u>SDCL 12-27-20 (Expenditure of public funds to influence election outcome prohibited)</u>
	<u>SDCL 12-27-21 (Acceptance of contributions from public entities prohibited)</u>
	<u>SDCL 13-43-1 (Employment of school board member in same district)</u>

prohibited)

SDCL 13-43-15.1 (Right of employee to run for office)

SDCL 13-7-3 (Public offices incompatible with board membership)

Cross References: GBG: Staff Participation in Political Activities

KMI: Relations with Political Organizations (Public Funds)

KG: Community Use of School Facilities

Notes: Nothing in this policy shall be construed to prohibit the use of political or issue-oriented materials or topics as part of classroom curriculum. This policy does not extend to elections conducted by students in the schools.

STAFF GIFTS AND SOLICITATIONS

GIFTS

Students, parents, and other district residents and taxpayers will be discouraged from the presentation of gifts to teachers and other district employees. The routine giving of gifts to teachers by students--or to students by teachers--will not be permitted at any time, including Christmas.

The presentation of gifts to, and the arrangement of social affairs for, employees leaving the system for reasons other than retirement will be governed by the following policy:

1. Each building principal will appoint, or the employees may volunteer, for a small social committee to plan social affairs such as teas and luncheons.
2. Any gifts to be presented to departing employees by their respective groups will be at the discretion of the group involved.

SOLICITATIONS

The Superintendent will annually approve all solicitations that are to be permitted in the schools. No organization may solicit funds of staff members in the schools, nor may anyone distribute flyers or other materials related to fund drives through schools, without the approval of the Superintendent.

Employees may not be engaged in the sale of products to the schools, even if the proceeds of such sales are intended for charitable or civic purposes; nor will staff members collect any money or distribute any fund-raising literature without the express approval of the Superintendent.

Cross References: JL: Student Gifts and Solicitations

KI: Public Solicitations and Advertising in the Schools

Reviewed:

Revised: 5/11/2015

PERSONNEL RECORDS

A file of personnel records shall be maintained in the Superintendent's office for each employee of the School District. A file shall be kept for all resigned or retired employees, including such essential information as specified by state and federal laws.

CONFIDENTIALITY

Personnel information concerning district employees is generally confidential. Some personnel information is "public record" and must be released to any person upon request:

- (1) salaries,
- (2) routine directory information, consisting of employee's name and address, and subject to the employee's right to direct that his/her address not be disclosed), and
- (3) employment applications and related materials submitted by individuals hired into executive or policymaking positions within the District.

However, any current or prior contract with any public employee and any related document that specifies the consideration to be paid to the employee is by law a public document and to which the public has the right to examine and make memoranda and abstracts there from during regular school hours.

Pursuant to state law, any record or document, regardless of physical form, created by the District in connection with the evaluation of the Superintendent constitutes personnel information and is not open to inspection or copying.

Records of an employee's evaluation shall not be released without the written consent of the employee unless authorized or required by law.

Files containing medical information regarding an employee, including employment accommodations pursuant to Americans with Disabilities Act (ADA) and Rehabilitation Act Section 504, will be kept separate from other personnel files and shall not be released without the written consent of the employee unless authorized or required by law.

TYPES OF INFORMATION

The records shall contain, at a minimum, the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;

5. Current data on credentials and certification;
6. Records of assignment;
7. Evaluations of performance;
8. Letters of commendation, reprimand, or omission of duty.

USE OF PERSONNEL RECORDS

All the contents of the personnel records file shall be available for inspection by the employee concerned. The district reserves the right to have a member of the Superintendents office staff present at the time the employee inspects his or her personnel file. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The employee shall have the right to respond in writing to all materials contained in the personnel file. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

PARENTAL NOTICE

Consistent with and in accordance with No Child Left Behind, if the District receives Title I funds, at the beginning of the school year the District shall inform the parents of children attending school that the parents may request information regarding the professional qualifications of their children's teachers. Upon receipt of a parental request for this information, the District shall provide the following information:

- (1) whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
- (2) whether the teacher is teaching under "Plan of Intent" status,
- (3) the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree, and
- (4) whether the child is provided services by paraprofessionals and, if so, their qualifications.

The District shall provide a response to the parents' request in a timely manner. In addition, parents shall be provided timely notice that their children have been assigned or have been taught for four or more consecutive weeks by teachers who are not highly qualified.

Reviewed: 02/07/2013

Revised: 06/17/2014

Reviewed: 5/11/2015

Legal

References:

Public Law 107-110 (No Child Left Behind Act of 2001)

SDCL 1-27-1.5 (7) (Records not open to inspection)

SDCL 1-27-1.5 (15) (Records not open to inspection)

SDCL 13-42-70 (Evaluation records and documents not open to inspection or copying)

SDCL 60-4-12 (Presumption of good faith disclosure)

STAFF COMPLAINTS AND GRIEVANCES

The Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and the Board.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured opportunity for an orderly presentation and review of complaints and concerns. Channels established will provide for the following:

1. That teachers and other employees may appeal a ruling of a principal or other administrator to the superintendent;
2. That all school employees may appeal a ruling of the superintendent to the Board.

The procedures established for the resolution of grievances in agreements negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular agreement.

Adopted: February 10, 1992

Revised: May 14, 2001

Revised: May 11, 2015

Legal References: SDCL 3-18-1 (Employees subject to chapter)

SDCL 3-18-1.1 (Grievance defined)

SDCL 3-18-15 (Right of employee to expression of grievance)

SDCL 3-18-15.1 (Grievance procedures to be established)

SDCL 3-18-15.2 (Appeal to department)

SDCL 3-18-15.3 (Grievance procedure adopted in absence of action)

**STAFF COMPLAINTS AND GRIEVANCES
(Procedures)**

Article I

Definitions:

- A "grievance" is a complaint by a person or group of persons employed by the _____ School District # _____, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."
- An "aggrieved person" is the person or group of persons filing the grievance.
- "Board" means the School Board of the district.
- "Days" shall mean calendar days unless otherwise specified.

Article II

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Article III

Procedure:

- It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- If an employee does not file a grievance in writing with the principal or other supervisor within 10 calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

Article IV

Informal Procedures:

If an employee feels he has a grievance, he shall first discuss the matter with his supervisor, principal or other administrator, to whom he is directly responsible in an effort to resolve the problem.

Article V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

- If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his grievance in writing.
- Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, the Superintendent of schools, and the president of the School Board.
- An employee who is not directly responsible to a building principal may submit his formal written grievance to the administrator or supervisor to whom he is directly responsible.
- The administrator, within five days of the filing of the grievance shall render his decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- If an aggrieved person or the Board is not satisfied with the decision concerning his grievance at Level One, or if no written decision has been rendered within five days, he shall, within three days after the decision is rendered, or within eight days after filing at level one, resubmit his grievance in writing to the Superintendent of schools.
- The Superintendent of schools shall within five days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five days after this meeting render his decision in writing to the aggrieved person.

LEVEL THREE - Board of Education

- If the aggrieved person or the Board is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five days, he shall within five days thereafter resubmit the grievance to the business manager and the president of the Board.
- At its next meeting, or at a time mutually agreed upon by the parties, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within five days after the hearing.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he may, within 10 days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Article VI

Miscellaneous:

- If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.

- Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
- If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

Adopted: May 11, 2015

This grievance procedure was developed by the Council of School Attorneys, 11/7/79 and is recommended for individual school district use and adaptation by ASBSD. Although regulations are generally issued by the administration, because of the importance of these regulations, each district's school board may want to review and approve the grievance procedure. Policies provide direction through governance. Superintendents can provide details through regulations and exhibits. The board can always make a determination whether a regulation or exhibit carries out a policy.

PROFESSIONAL STAFF POSITIONS

All professional staff positions in the school district will be created initially by the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the school district's goals and objectives and to provide for the equitable staffing of each school building. Although such positions may remain temporarily unfilled, only the Board may abolish a position it has created.

Each time a new position is established by the Board, the Superintendent will present for the Board's approval a job description for the position, which specifies the job holder's qualifications and the job's performance responsibilities. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

Adopted: May 11, 2015

Legal References: SDCL 13-43-16 (Declaration of teaching as profession)

JOB DESCRIPTION: TEACHER

TITLE: Teacher

QUALIFICATIONS:

1. Teacher's certificate. Current and valid for position
2. [Degree(s) required and area of major study]
3. [Kind and amount of prior job experience required.]
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Person designated by the Board or the Superintendent.

JOB GOAL: To help students learn subject matter and skills that will contribute to their development as mature, able, and responsible men and women.

PERFORMANCE RESPONSIBILITIES:

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Plans a program of study that, as much as possible, meets the individual needs, interests, and abilities of each of the students.
3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
4. Prepares for classes assigned, and shows written evidence of preparation upon request of immediate superior.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and--in harmony with the goals--establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
7. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
8. Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.

9. Assesses the accomplishment of students on a regular basis and provides progress reports as required.
10. Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of district specialists as required.
11. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
12. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
13. Assists the administration in implementing all policies and/or rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom in a fair and just manner.
14. Makes provision for being available to students and parents for education related purposes outside the instructional day when required or requested to do so under reasonable terms.
15. Plans and supervises purposeful assignments for teacher aide(s) and/or volunteer(s) and, cooperatively with department heads, evaluates their job performance.
16. Strives to maintain and improve professional competence.
17. Attends staff meetings and serves on staff committees as required.
18. Supervises extracurricular activities as assigned.
19. Plans and follows a program of professional growth with activities such as seminars, workshops, professional readings and training in institutes of higher learning.
20. Participates in Harding County Schools in-service trainings.

TERMS OF EMPLOYMENT: Ten-, eleven-, or twelve-month year. Salary and work year to be established by the Board.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Adopted: August 12, 1985

Revised: May 11, 2015

JOB DESCRIPTION: PRINCIPAL

TITLE: Principal

QUALIFICATIONS:

1. Certificate required.
2. Degree(s) required.
3. Kind and amount of prior job experience required.

REPORTS TO: Person designated by the Board or the Superintendent.

SUPERVISES: Staff members designated by the Board or the Superintendent

JOB GOAL: To use leadership, supervisory, and administrative skills so as to promote the educational development of each student.

PERFORMANCE RESPONSIBILITIES:

1. Interprets and enforces district policies and administrative regulations.
2. Participates in the selection and supervision of all school personnel.
3. Leads in the development, determination of appropriateness, and monitoring of the instructional program.
4. Organizes and administers the public relations program for his school.
5. Supervises the daily use of the school facilities for both academic and nonacademic purposes.
6. Provides for adequate inventories of property under his jurisdiction and for the security and accountability for that property.
7. Approves the master teaching schedule and any special assignments.
8. Prepares and administers the school budget and supervises school finances.
9. Supervises the maintenance of all required records and reports.
10. Maintains active relationships with students and parents.
11. Supervises all activities and programs that are outgrowths of the school's curriculum.
12. Assumes responsibility for all official school correspondence and news releases.

13. Serves as a member of such committees and attends such meetings as the Superintendent shall direct.
14. Serves as an ex officio member of all committees and councils within his school.
15. Responds to written and oral requests for information.
16. Keeps his supervisor informed of events and activities of an unusual nature as well as routine matters related to the supervisor's accountability.
17. Assumes responsibility for his own professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, through enrollment in advanced courses, and the like.
18. Evaluates all staff members under his supervision according to statute and Board policy.

TERMS OF EMPLOYMENT: Ten-, eleven-, or twelve-month year. Salary and work year to be established by the Board.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Approved by:	Date:
Reviewed and agreed to by: (Incumbent)	Date:

Reviewed: 02/07/2013

Revised: 01/01/2007

Policies provide direction through governance. Superintendents can provide details through regulations and exhibits. The board can always make a determination whether a regulation or exhibit carries out a policy.

QUALIFICATIONS OF TEACHERS

The Harding County School Board shall employ teachers on a professional basis without regard to age, race, color, sex, or national origin.

Every teacher employed in this school system must possess a valid license or certificate and shall execute a written contract with the board of education. Teacher contracts shall be considered for renewal on or before April 15 each year.

The Principal and the Superintendent shall consider applications. Selected applicants shall be interviewed by the administration and a recommendation shall be made to the board of education who shall make the final employment determination.

Starting with the 2002-2003 school year, school districts receiving Title I funds must ensure that teachers hired after the first day of school in a program supported by such funds are "highly qualified." By the end of the 2005-2006 school year, all teachers within this school district are required to be "highly qualified." The No Child Left Behind Act defines "highly qualified" as an elementary or secondary school teacher who has obtained full state certification and has not had certification requirements waived on an emergency, temporary, or provisional basis.

Elementary teachers who are new to the profession must hold at least a bachelor's degree and have demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary curriculum. Middle and secondary school teachers, new to the profession, will be deemed to be highly qualified if the individual teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the individual teaches by passing a rigorous state academic subject test in each such academic subject; or has successfully completed a grade degree with coursework that is equivalent to an undergraduate major, or advanced certification or credentialing for each academic subject that the individual teaches.

Veteran teachers currently employed by the district will be identified as highly qualified if they:

1. Hold at least a bachelor's degree; and
2. Have met the applicable standard for a teacher who is new to the profession, which includes an option for a test; or
3. Demonstrate competence in all the academic subjects in which the teachers teach, based upon a high objective uniform state standard of evaluation.

Additional qualifications and terms of employment for teachers may be found in the standard teacher contract. Specific duties may be found in the teacher job description found elsewhere in this manual. Nothing in this policy manual shall be construed as limiting or expanding the terms of the employment contract.

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT

Adopted: May 11, 2015

Legal References: Public Law 107-110 (No Child Left Behind Act of 2001)

Cross References: GCPD: Suspension and Dismissal of Professional Staff Members

GCBA: Professional Staff Salary Schedules

GCBB: Professional Staff Supplementary Pay Plans

GCBCC: Tax Sheltered Annuity Program

GCBDC: Jury Duty

G CBD: Professional Staff Leaves and Absences

GCBDD: Military Leave

GCBDE: Family and Medical Leave

GCBDE-R: Family and Medical Leave Procedures (FMLA) (Regulation)

GCBE: Vacations and Holidays - Professional Staff

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are in the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, extra compensation will be rewarded.

Assignments that are to be accorded extra compensation will be designated by the Board. Recommendations for appointments to such positions will be made to the Board by the Superintendent. The amount of compensation for the position will be established by the Board at the time of appointment.

A teacher who is offered and undertakes a supplementary pay assignment will enter into a one-year limited contract with the Board. The terms and salary for this assignment will be specified in the written teacher's contract, which is signed by the teacher, Board president and school district business manager.

If a teacher will not be extended the assignment for the following school year, but will remain on the teaching staff, they will be notified in writing, prior to the expiration of the contract.

If the assignment is terminated by the Board or by the teacher, prior to the end of the contract, the special allowance will cease.

Cross References: GCB: Qualifications of Teachers

Reviewed: 02/07/2013

Revised: 01/01/2007

Notes: If there is a salary schedule for extra-pay positions, it could be included in a manual as an exhibit document coded GCBB-E. If one is established through negotiations, the appropriate "contract reference" should be added to a policy in this area.

TAX SHELTERED ANNUITY PROGRAM

The Harding County School District will offer a Tax Sheltered Annuity Program intended to qualify under Section 403 (b) of the Internal Revenue Code for the benefit of its eligible employees.

The Board authorizes the Superintendent or Superintendent designee to administer the program, and act on behalf of the School Board to enter into salary reduction agreements, vendor agreements and take such steps as are appropriate to assure compliance with the Internal Revenue Service Code.

PARTICIPATION ELIGIBILITY

All full-time salaried and regular full-time employees of the School District are eligible to participate in the 403(b) program.

Each eligible employee may elect to reduce his or her salary in a specific amount by executing the salary reduction agreement provided by the District. The salary reduction agreement will specify the amount of the salary reduction for each eligible vendor selected.

The salary reduction agreement must specify the amount of the salary reduction, which the employee elects to have the District contribute toward the purchase of a qualified investment or an annuity contract on behalf of the employee. An employee's salary reductions for a calendar year may not exceed the maximum amounts specified in the Code.

SCHOOL DISTRICT RESPONSIBILITY

The Board will annually review the 403(b) program for nondiscrimination compliance.

All employees eligible for the district's 403(b) program will be notified of their eligibility upon employment and periodically provided the list of vendors to all eligible employees.

The Board makes no representation to the employee regarding the advisability, appropriateness or tax consequences of a salary reduction agreement, participation in a tax-sheltered annuity, or the company which issues the annuity contract or which invests the employee's salary reduction funds.

No action taken by the District under this program shall be construed to create a trust of any kind or a fiduciary relationship between the District and the employee, any designated beneficiary or any other person.

The board also makes no warranty or representation to the employee that any annuity contracts or investments offered by eligible annuity vendors are qualified under Section 403(b) of the Code or that salary reductions applied to the purchase of such annuity contracts will be excluded from the gross income of the employee under Section 403(b) of the Code.

PROFESSIONAL STAFF LEAVES AND ABSENCES

The Board believes that the provision of leaves helps to attract and retain faculty who will continue to grow professionally, maintain their physical health, and have a feeling of security. This is done by:

1. Providing the employee with an opportunity for continued professional growth.
2. Encouraging the employee to take the necessary time to recuperate from illnesses.
3. Providing the employee with income in the event of illness or accident.
4. Providing a way for the employee to arrange for absence in the event of an emergency.
5. Cooperating with the employee in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during school time.

Leave requests will be made to the Superintendent or designee. All requests for long-term leaves of absence will be submitted by the Superintendent, along with his/her recommendation, for Board approval.

Cross References: GCL: Professional Staff Development Opportunities

Adopted: November 26, 1984

Revised: May 11, 2015

Notes: This is an area that is generally covered by contracts negotiated with recognized bargaining units. It is also an area in which state law may set forth leave provisions. In many cases, a note referring the reader to the appropriate sections of state law and to the pertinent contract(s) (with article and/or section number, if desired) would be appropriate. However, if there are separate policies on leaves and absences for professional staff members who are not members of a recognized bargaining unit, code GCBD can be used. This code is useful for an overall policy, and there may be regulations pertaining to all leaves and absences to file under code GCBD-R. Subcategories under GCBD were left open so that school districts might add them as most appropriate for their particular collection of leave policies and the terminology used in the individual school districts. If subcategories are necessary, school districts usually use one of the following ways to organize and code leave policies: 1. The following two subcategories are used, with specific types of leave listed and detailed under each: GCBDA, Professional Staff Short-Term Leaves and Absences GCBDB*, Professional Staff Long-Term Leaves and Absences 2. The following two subcategories are used, with specific types of leave listed and detailed under each: GCBDA*, Professional Staff Personal Leaves and Absences GCBDB*, Professional Staff Professional Leave 3. The following two subcategories are used, with specific types of leave listed and detailed under each: GCBDA*, Professional Staff Paid Leaves and Absences GCBDB*, Professional Staff Unpaid Leaves and Absences 4. Specific kinds of leaves and absences are dealt with in a more extensive number of subcategories; for example: GCBDA*, Professional Staff Sick Leave GCBDB*, Professional Staff Personal Leave GCBDC*, Professional Staff Leave for Jury Duty GCBDD*, Professional Staff Military Leave GCBDE*, Professional Staff Maternity Leave GCBDF*, Professional Staff Sabbaticals . . . and so forth.*

JURY DUTY

Any certified staff member called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he or she is not a named party, will be granted leave with pay for the days or parts of days as such absence is required. The staff member may retain any payment as made by the court. The staff member will notify his or her supervisor as soon as practical to make the necessary arrangements for a substitute teacher when such leave must be taken.

Any classified staff member called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he or she is not a named party, will be granted leave with pay for the days or parts of days as such absence is required. Any per diem (excluding mileage, meals, or lodging) received for jury duty or the designated subpoena absence will be submitted to the business office or deducted from the regular salary. The staff member will notify his or her supervisor as soon as practical to make the necessary arrangements for a substitute when such leave must be taken.

Legal References: SDCL 16-13-41 (Duty of jurors to appear when summoned)

Adopted: April 9, 1984

Revised: May 11, 2015

MILITARY LEAVE

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Superintendent shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States, upon receipt of the required notice. Benefits shall be maintained for these employees as required by law and/or collective bargaining agreements. A service member who returns to the District for work following a period of active military duty must be reinstated to the same or similar position and at the same rate of pay unless otherwise provided by law.

Time spent in active military service shall be counted in the same manner as regular employment for purposes of seniority or District service unless otherwise provided in a collective bargaining agreement.

The District will not discriminate in hiring, reemployment, promotion or benefits based upon membership or service in the uniformed services. The Superintendent may enact rules to implement this policy.

All requests for military leave will be submitted to the Superintendent in writing accompanied by copies of the proper documentation showing the necessity for the military leave request.

Unless otherwise impossible, all requests for military leave will be submitted at least one full month in advance of the date military service is to begin. Persons returning from military leave are asked to give notice of intent to return to the Superintendent, in writing, at least one full month in advance of the return date.

Adopted: April 13, 1987

Revised: May 11, 2015

Legal 38 USC §§ 4301-4335 (The Uniformed Services Employment and
References: Reemployment Act of 1994)
 SDCL 3-12-86 (Credited service for LOA due to military service)

FAMILY AND MEDICAL LEAVE

The Harding County School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act, and shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

Adopted: May 12, 1997

Reviewed: May 11, 2015

Legal References: Public Law 103-3 (Family and Medical Leave Act of 1993)
Title 29 CFR Part 825 (The Family and Medical Leave Act)

**FAMILY AND MEDICAL LEAVE PROCEDURES (FMLA)
(Regulation)**

REASONS

In compliance with the Family and Medical Leave Act of 1993 and under procedures developed by the Superintendent, leave shall be granted to eligible employees for the following reasons:

1. For the birth and care of an employee's newborn child or for placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child, or parent who has a serious health condition, as defined by federal law;
3. For an employee's own serious health condition, as defined by federal law, that makes the employee unable to perform the employee's job;
4. To address a qualifying exigency (need) defined by federal regulation arising out of the active duty or call to active duty of a covered family member (spouse, son, daughter, parent or next of kin) who serves in a reserve component or as a retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered family member (spouse, son, daughter, parent or next of kin) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the family member medically unfit to perform duties of his/her office, grade, rank or rating.

NOTICES AND DEADLINES

- ☐ Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

- ☐ The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee

does not provide proper notice (30 days advance notice for a foreseeable leave); otherwise, notice as soon as the need becomes known).

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.

ELIGIBILITY

Employees are eligible for up to twelve (12) workweeks of family and medical leave each school year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical leave is taken to care for a service member's recovery from a serious illness or injury sustained in the line of duty, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period.

Full-time teachers are presumed to have worked at least 1,250 hours during a school year. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service. In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

RESTRICTIONS

To the extent that an employee is entitled to any paid leave, such leave shall be taken and it shall run concurrently with family and medical leave, except that the employee may request to reserve ten (10) days of sick leave. (This requirement shall not apply to employees taking workers' compensation leave.) However, when an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) work week entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

Entitlement to family and medical leave for the birth and care of a newborn child or placement of a child shall expire twelve (12) months after the date of such birth or placement.

When both husband and wife are employed by the District, the combined amount of family and medical leave for reasons other than personal illness or illness of a child shall be limited to twelve (12) workweeks. In cases of personal illness or illness of a child, each spouse is entitled to twelve (12) workweeks of family and medical leave.

Exception: The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both an eligible husband and wife are employed by the District and are eligible for leave that involves a covered Armed Forces service member.

Depending on the date family and medical leave is to begin, instructional employees as designated by federal regulation may be required to continue on leave until the end of the school term to avoid disruption.

Unused family and medical leave shall not accumulate from year to year.

INTERMITTENT LEAVE / REDUCED HOURS

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis.

CONTINUATION OF BENEFITS

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health insurance for an employee on family and medical leave shall continue to be provided by the state on the same basis had the employee not taken leave. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

RETURN TO WORK

As noted by the required notice of eligibility and rights and responsibilities when family and medical leave is taken due to an employee's own serious health condition, the employee shall provide fitness-for-duty certification before returning to work. This may include certification by the health care provider that the employee is able to perform essential functions specific to the job, as noted by the District in a list attached to the certification form.

Upon return to work, the employee shall be entitled to his/her same position (or an equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment.

NOTICE

The District shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the Central Office and each worksite and distributing notices as required by law.

Adopted: May 12, 1997

Revised: May 11, 2015

Legal References: Public Law 103-3 (Family and Medical Leave Act of 1993)
Title 29 CFR Part 825 (Family and Medical Leave Act)

VACATIONS AND HOLIDAYS – PROFESSIONAL STAFF

The school calendar, as adopted by the Board, will establish the school recess periods and holidays for all professional staff members employed on a school-year basis.

Except as holidays have been declared for the school district or vacation days have been scheduled, all professional staff members employed on a 12-month basis (260 work days per year) will be expected to work during the recess periods of the school year.

VACATIONS

All professional staff members employed on a 12-month basis will receive a vacation during the school year according to the following schedule:

1. From 1 to 4 years of employment, an employee will receive 20 days vacation.
2. After 5 years of employment, an employee will receive 25 days vacation.

All requests for vacation will be submitted to the superintendent for approval. Vacations will be allowed provided they do not hinder the operation of the schools.

Reviewed: 02/07/2013

Revised: 01/01/2007

Reviewed:

Legal References: [SDCL 1-5-1 \(Holidays enumerated\)](#)

PROFESSIONAL STAFF RECRUITING

The Board desires the Superintendent to develop and maintain a continuous recruitment program designed to attract and hold the best possible professional personnel in the district's schools.

It is the responsibility of the Superintendent, with the assistance of other district administrators, to determine the personnel needs of the district and the individual schools, and to locate suitable candidates to recommend for employment.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the district and the need for a bi-racial staff and for teachers of various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the district. As vacancies occur, the Superintendent will provide that notices be posted in faculty rooms of all school buildings. Any present employee of the Board may apply for any position for which he has certification and meets other stated requirements.

Reviewed: 03/03/2011

Revised: 01/01/2007

PROFESSIONAL STAFF HIRING

All professional staff members of the district will be appointed by the Board upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it will be the Superintendent's duty to make another nomination.

The Superintendent will assure that all persons nominated for employment meet state certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures will assure that the principal or other administrator to be directly responsible for the work of the staff member has an opportunity to aid in his selection; however, the final recommendation to the Board will be made by the Superintendent.

No candidates will be hired without a personal interview, and wherever possible the candidate will be observed in his own school prior to selection.

All candidates will be considered on the basis of their merits, qualifications, and the needs of the district. In each instance, the Superintendent and others playing a role in the selection will seek to hire the best-qualified person for the job.

Upon approval by the Board, a teacher will receive a written contract to be signed by the teacher, Board president, and school district business manager.

Adopted:

Legal References: ARSD 24:15 (Certification)

SDCL 13-10-2 (General power of school boards to employ personnel)

SDCL 13-13-17 (Employment of certified teachers required for funds)

SDCL 13-42 (Teacher Certification)

SDCL 13-43 (Employment of Teachers)

SDCL 3-3-1 (Veterans preferred in public employment)

Cross References: GBA: Equal Opportunity Employment

GCB: Qualifications of Teachers

RESIDENCY REQUIREMENTS FOR STAFF

The School Board recognizes the value of having all school employees committed to being an integral part of the community. The board believes that this commitment to the community can best be exemplified by having employees live within the District.

The Board bases this belief on the following:

1. It will aid in hiring staff that is high motivated and deeply committed to the kind of education the community expects for its children.
2. Staff will be more likely to be involved in school and community activities.
3. Staff will have a better understanding and greater sympathy for the social, economic, and geographic problems of the children of the district and the taxpayers who support the school.

All school personnel who are not now living in the school district are encouraged to establish their domicile in the District.

Beginning with the 20____ -20____ school term all new employees and those who are currently residing in the district shall comply and remain in compliance with this residency requirement or their contracts will be terminated. When a non-resident employee is appointed to a position in the District that employee will have ninety days from the day the school term begins to comply with this policy.

In exceptional circumstances and when necessary to secure adequate competent staff the board may waive this policy for that school term.

Reviewed: 02/07/2013

Revised: 01/01/2007

Legal McCarthy vs. Philadelphia Civil Service Commission, 424 U.S. 645 (1976),
References: United States Supreme Court

BACKGROUND CHECKS

The School District is committed to the selection of quality staff and to providing a safe environment for students and staff. As part of that commitment, the district will obtain background checks on school employees and may obtain background checks on school volunteers or employees of contracted vendors pursuant to this policy and in accordance with state law.

EMPLOYEE CRIMINAL BACKGROUND CHECKS

Any offer of employment is contingent upon the satisfactory outcome of a criminal background check. The district has the sole discretion to determine whether the outcome of a criminal background check is satisfactory. In making a determination, the district:

1. Shall adhere to all applicable state laws that disqualify an individual from employment by a school district; and
2. May consider the conviction of any crime of moral turpitude; and
3. May consider any criminal conviction, including convictions not disclosed by an applicant.

An individual may be granted employment on a temporary basis pending the receipt of the results of a criminal background check. In the event that a temporary employee is determined to have an unsatisfactory background check, employment will be immediately terminated without notice or hearing.

This policy shall not apply to persons performing services for the district under the authority of the South Dakota High School Activities Association. This policy applies to all other employment agreements, whether written or oral.

INDEPENDENT CONTRACTORS AND VOLUNTEERS

Any organization that contracts with the district for service shall be required to certify to the district, in writing, that individuals employed by or volunteering for the service provider have been subjected to a criminal background check. The district may also, at its discretion, require a criminal background check on any volunteer.

At the discretion of the superintendent, this requirement may be waived if individuals employed by the service provider do not have contact with students.

FINANCIAL BACKGROUND CHECKS

Any individual employed as the district's business official shall, prior to employment, be subject to a financial background check. A financial background check may include a credit check, financial delinquencies, corporate interests and any other examination of the individual's

financial trustworthiness.

At the discretion of the superintendent or a designee, individuals applying for financially sensitive positions may be subject a financial background check prior to employment.

ADDITIONAL BACKGROUND CHECKS

The Superintendent is charged with developing recruiting and hiring procedures that ensure all district employees have been subject to relevant background checks, including education and employment history.

CONFIDENTIALITY

Information received as the result of this policy shall remain confidential and shall not be released to any other individual or entity.

Adopted:

Legal References: SDCL 13-10-12 (Criminal background investigation)
SDCL 13-10-13 (Criminal conviction as factor in hiring decision)
SDCL 13-10-14 (Persons continuously employed exempt)
SDCL 13-10-15 (Suspension or resignation for criminal conviction)
SDCL 13-10-16 (Conviction defined)
SDCL 22-1-2 (19) (Definition of "Immediate family")
SDCL 22-1-2 (25) (Definition of "Moral turpitude")
SDCL 22-24B-1 (Sex crimes defined)

PART-TIME AND SUBSTITUTE EMPLOYMENT – PROFESSIONAL STAFF

PART-TIME TEACHERS

Upon the recommendation of the Superintendent, the Board will approve or reject the employment of part-time teachers consistent with the needs of the school district.

A part-time certificated teacher, if employed for the full school term, will attain continuing contract status the same as a full-time teacher.

Part-time teachers will meet all necessary certification requirements, and any non-unit part-time teachers will be compensated for their work on a pro-rated basis commensurate with their placement on their salary schedule.

SUBSTITUTE TEACHERS

The employment of substitute teachers will be centralized for the district in the office of the Superintendent. To the extent possible substitute teachers must meet the requirements for teacher appointments and will be assigned substitute teaching positions on the basis of their areas of competence. The Board will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the Board.

Principals will assume responsibility for the scheduling of substitutes from the approved list as needed.

Adopted:

HIRING RETIRED EMPLOYEES

The school board believes employing high quality personnel is the most effective way to provide students with a high quality education. As part of the district's efforts to employ highly qualified personnel, the district may employ retired individuals who receive benefits from the South Dakota Retirement System (SDRS).

If any retired individual seeking employment was most recently employed by the district, the following conditions shall be applied to the hiring process:

1. No formal or informal reemployment agreement of any kind shall exist between the district and any employee;
2. The district shall follow all retiree return-to-work procedures and time lines required by state and federal law; and
3. The district shall follow all policies and procedures governing the hiring of new employees.

Reviewed:

Revised:

Legal References: SDCL 3-12-111.1 (Suspension of retirement allowance)
SDCL 3-12-199 (Invalid Retirement)
SDCL 3-12-200 (Retired member who reenters covered employment)
SDCL 3-12-47 (70) (SDRS Definition of terms "Terminated")
SDCL 3-12-70 (Effective date of participation)
SDCL 3-12-81.1 (Reemployment of retired member)
SDCL 3-12-82 (Retirement allowances)
SDCL 3-12-88 (Benefits increased by improvement factor)
SDCL 3-12-90 (Commencement of benefits)

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Professional personnel will be assigned on the basis of their qualifications and the needs of the school district.

The assignment and transfer of teachers to positions in other schools of the district or within the teacher's assigned school will be made by the Superintendent giving consideration, but not limited to the following criteria:

1. The contribution that the teacher would make to students in the new assignment.
2. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
3. The opportunity for professional growth.
4. The desire of the teacher regarding the new assignment.
5. The length of service in the school district.
6. The availability of a qualified replacement for the position vacated by the transferring teacher.
7. Longevity in current teaching assignment.

Any teacher who desires a transfer in assignment should request such a transfer in writing to the Superintendent or designee. Every effort will be made to honor this request.

Adopted: March 11, 1985

Revised: May 10, 2010

Revised: May 11, 2015

PROFESSIONAL STAFF TIME SCHEDULES

ADMINISTRATORS

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions.

The work year for administrators will be established individually through their contracts.

Administrators will be expected to work during the hours and on the days that the Superintendent's office is open unless special arrangements have been made with the Superintendent.

TEACHERS

Generally, the working day for teachers will be determined by the hours established for students. Teachers will arrive at least 30 minutes prior to the time students arrive and be available for an hour after the school day for conferences with students, parents, and administrators, as well as to take care of other professional responsibilities. Permission from the administration for occasional late arrival or early departure will be required.

Every effort will be made by the administration to provide a uniform workday for teachers at the various levels. The working day will include at least a one-half hour duty free lunch period.

The work year for teachers will be established in connection with the Board's adoption of the school calendar.

SUPPORT STAFF

On days schools are closed because of bad weather or other emergencies, all staff members, except those who work only on teacher work days, are required to report to work as soon as they are able to do so.

Adopted: May 11, 2015

PROFESSIONAL STAFF WORK LOAD

Teachers will be expected to assume reasonable duties over and above their regular classroom teaching responsibilities; however, the administration will attempt to make equitable distribution of work among the staff. Activities and services which make minor demands on the teacher's time (such as student registration, attendance-keeping and record-keeping, reporting to parents, supervision of students, and the request for, care of, and accounting for instructional materials) will be part of each teacher's assignment.

Extra responsibilities that make major demands on a teacher's time will be rewarded with extra compensation. Such jobs and the compensation therefore, will be in accordance with a schedule approved by the Board.

ATTENDANCE AT MEETINGS

Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused, for valid reason, by the principal. General faculty meetings and other professional and in-service activities are considered part of the regular assignment of instructional personnel.

Reviewed: 02/07/2013

Revised: 01/01/2007

Cross References: GCEB: Professional Staff Supplementary Pay Plans

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Continuing professional growth and increasing effectiveness on the part of the entire staff is essential for the success of educational programs and school operations. The continual professional growth of all staff members on an individual basis and through planned in-service programs will be encouraged. Such opportunities may include, within budgetary limitations, special in-service courses and workshops, summer study grants, school visitations, and attendance at professional conferences and meetings.

IN-SERVICE EDUCATION

The Superintendent will work with other school districts, local colleges and universities, and the Division of Elementary and Secondary Education to provide in-service education for teachers. The Board will encourage the development of in-service education by:

1. Conducting district wide assessment of in-service education needs;
2. Ranking in-service education needs in relation to district goals;
3. Developing criteria for effective in-service education activities;
4. Developing travel and professional leave policies in cooperation with teachers;
5. Developing a calendar that includes days for in-service education;
6. Developing cooperative relationships with agencies that provide in-service education;
7. Establishing an in-service education committee composed of teachers and administrators;
8. Identifying resources for in-service education;
9. Assessing the effectiveness of in-service education activities in relation to district goals.

The Superintendent will have authority to approve released time for conferences and visitations, and reimbursements for expenses, provided such activities are within budget allocations. The Board may authorize without loss of pay, teacher attendance at an annual professional association meeting.

Adopted: June 20, 1985

Revised: May 11, 2015

Legal References: SDCL 13-26-4 (Teacher-parent conference hours counted)
SDCL 13-26-4.1 (In-service training)

PROFESSIONAL TEACHING STAFF EVALUATION

In order to assure a high quality of teacher performance to advance the instructional programs of the district schools, a program for teacher evaluation will be utilized.

Teachers will be evaluated at least once each semester during the first three years of their contract. Teachers in their fourth contract year or beyond will be evaluated at least once every year.

When evaluating teachers in the District, all of the State of South Dakota minimum evaluation requirements and aligned with the Danielson framework shall be used by the District. However, if approved by the South Dakota Department of Education, the District may (a) use a model of professional practice other than the Danielson framework to evaluate its teachers and (b) choose not to use student learning objectives (SLO) as a measure of student growth. If the Board chooses to use the options provided in § 24:57:02:03, it must apply on forms provided by the department, which must be received by the Department by January 31st before the school year in which the district intends to implement the alternative evaluation model.

The evaluation process is based on the minimum professional performance standards established by the South Dakota Department of Education and which:

- evaluates teachers using multiple measures;
- serves as the basis for programs to increase professional growth and development of teachers; and
- includes a plan of assistance for any teacher in his or her fourth year or more of teaching whose performance does not meet the district's performance standards.

The formal evaluations will be written and will be discussed by the evaluator and the teacher. Copies of the written document will be signed and dated by both parties and incorporated into the personnel files of the teacher. The signature of the teacher does not indicate approval or disapproval of the evaluation, but that the evaluation has been read and discussed.

Pursuant to state law, any record or document, regardless of physical form, created by the District in connection with the evaluation of certified staff constitutes personnel information and is not open to inspection or copying.

Nothing in a teacher's evaluation may diminish the School Board's right to renew or not renew a teacher's contract.

The Board acknowledges that the evaluation procedure is a subject of mandatory bargaining with the teachers' recognized bargaining unit representative. However, the establishment and identification of the evaluation criteria is not subject to mandatory bargaining and the Board has the sole authority for establishing such evaluation criteria, subject to any applicable state and federal laws and regulations that may limit such authority.

Adopted: February 14, 1984

Revised: May 11, 2015

Legal ARSD 24:57:02 (Teacher Evaluation Process)
References: Collective Bargaining Agreement (Negotiated Agreement/Master Contract)
 SDCL 13-42-34 (Teacher evaluations)
 SDCL 13-42-36 (Right to not renew contract preserved)
 SDCL 13-42-70 (Evaluation records and documents not open to inspection or
 copying)
 SDCL 3-18 (Public Employees' Unions)

REDUCTION AND RECALL IN PROFESSIONAL STAFF WORK FORCE

STAFF REDUCTION

Staff reduction occurs when the Board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered:

1. An effort will be made to effect the reduction through normal attrition. The Education Association will be notified and group recommendations considered if received within 14 days of issuance of the notice.
2. Positions held by persons with less than full certification for their current teaching assignment will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has requested to be considered.
3. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in rank order of importance:
 - Student and curriculum needs;
 - Prior evaluations;
 - Competency;
 - Qualifications;
 - Certification;
 - Experience in the area to be taught;
 - Educational background;
 - State and federal mandates;
 - Administrative recommendation.

The continuing contract teacher who has been notified that his or her position has been eliminated shall notify the Board of any positions for which the teacher wishes to be considered and can establish required qualifications.

The Board will follow the provisions of state law in making staff reductions involving professional staff members on continuing contract status.

RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. The teacher subject to reduction in force termination shall provide a list of positions for which the teacher wishes to be considered and is qualified to fill. If, during the first fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and activity for which a

laid-off teacher, wishes to be considered, an offer of re-employment may be extended to the teacher, subject to interview and updated background check. When more than one staff member has the same recall date for the open position, the Board may consider, among other things, the matters identified in paragraph three of this policy.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within twenty (20) calendar days after the mailing of a written notice of recall. Such notice shall be sent to the last address furnished to the superintendent by the staff member, and the twenty (20) day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

Adopted: November 26, 1984

Revised: May 11, 2015

LEGAL REFS.: SDCL 13-43;

SDCL 13-43-6

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

If a professional staff member intends to resign from his position, notice must be given to the Board at the time of contract renewal. Should a professional staff member resign at a time other than that of contract renewal, Board approval will be required to dissolve the contract. The professional staff member may be required to pay liquidation damages to be released.

Reviewed: 02/07/2013

Revised: 01/01/2007

Legal References: SDCL 13-43-6 (Contents of contract of employment)

SDCL 13-43-6.6 (Right to termination)

Cross References: GCD: Professional Staff Hiring

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

RETIREMENT SYSTEM

All regularly employed professional staff members are participants in the State Retirement System.

RETIREMENT AGE

The Board may not impose a mandatory retirement age on employees.

The Board reserves the right to retire an employee if the employee is unable to satisfactorily perform the duties of their position due to poor health or disability.

At the time of retirement, a severance amount calculated upon the employee's unused sick leave (not to exceed 30 days) and one-half the daily rate of pay for a substitute teacher will be granted to certificated employees.

OPTION TO CONTINUE WHOLE HEALTH COVERAGE FOR RETIREES

Eligibility

Any employee wishing to make application for the Retiree Insurance Policy must meet the following requirements:

- A. Be 55 years of age or older at the time of retirement
- B. Be employed by the Harding County School District for a minimum of 15 years.

Insurance

If you are an eligible retired employee, you may continue in the group health coverage or a retiree health benefits program offered by the school district and available until age 65.

Covered dependents can continue for as long as they remain qualified dependents. For more information, call the personnel office of the district.

Qualified dependents includes your spouse, if not divorced or legally separated from you, and your children up to age 26.

Continuation of coverage may be terminated or denied for any of the following reasons:

- 1. Coverage under another health plan is acquired;
- 2. The contribution for continuation coverage is not paid on time;
- 3. Entitlement or enrollment in Medicare;
- 4. The district no longer provides group health coverage;
- 5. Your continuation period ends.

Payments

Payments for the amount of the insurance due will be paid to the Harding County School District at the beginning of every month. Failure to make this payment within the grace period will result in immediate cancellation of insurance.

Adopted: February 11, 2013

Reviewed: May 11, 2015

Legal References: 29 USC Chapter 14 (Age Discrimination in Employment)

SDCL 13-10-3 (Group life and health insurance)

SDCL 13-10-4 (Retirement pension agreement with employees)

SDCL 13-10-6 (Tax levy for school retirement system)

SDCL 13-10-8 (Discontinuance of retirement system by board)

SDCL 3-12 (SD Retirement System)

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Employment and dismissal of professional staff members is the responsibility of the Board and dismissal will conform with the conditions and procedures specified in state law.

A contract of may be terminated at any time, or non-renewed in the case of continuing contract status, for just cause including:

1. plain violation of contract;
2. gross immorality;
3. incompetency or neglect of duty;
4. poor performance;
5. unprofessional conduct;
6. insubordination;
7. violation of any policy or regulation of the school district;
8. neglect.

The Superintendent will give notice of the intent to recommend termination. The notice must specify the grounds for the recommendation, and inform the right to request a hearing.

After the hearing, or if a hearing is not requested, the Board will make its determination by majority vote in open session. Any order of termination of contract will state the grounds for termination.

SUSPENSION

The Board or the Superintendent may suspend pending final action to terminate the contract if, in its judgment, the character of the charges warrants such action.

Adopted: November 26, 1984

Revised: May 11, 2015

Legal References: SDCL 13-10-15 (Suspension or resignation for criminal conviction)
SDCL 13-43-6.1 (Just cause for termination of teacher)
SDCL 13-43-6.2 (Written notice of intention of nonrenewal)
SDCL 13-43-6.3 (Nonrenewal of teacher's contract)
SDCL 13-43-6.4 (Nonrenewal due to staff reduction)
SDCL 13-43-6.5 (Termination not caused by amount of compensation)
SDCL 13-43-6.6 (Right to termination)
SDCL 13-43-6.7 (Written notice of recommendation for termination)
SDCL 13-43-6.8 (Evidence of delivery of notification)
SDCL 13-43-6.9 (Evidence of delivery of written request for a hearing)

Notes: Teacher Dismissal - there is no longer a significant difference between termination for cause and nonrenewal of continuing contract teachers. The grounds for termination includes district policies and regulations. A teacher, or any other employee, has a protected property interest in an existing contract according to its terms and conditions. Accordingly, such a contract cannot be terminated without due process. If the superintendent intends to recommend termination during the course of a contract period, Constitutional Due Process demands that notice and opportunity for hearing by the Board be granted. The notice should apprise the teacher of the grounds for the action and his or her rights to be exercised at hearing. The notice should be served by the sheriff, sent by certified mail return receipt requested, or hand-delivered and documented.

TUTORING FOR PAY

To assure all students reasonable instructional assistance without charge from their own teachers, and to avoid placing a teacher in a position where he may have a conflict of interest, teachers will not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to pass.

Teachers may not tutor any student for pay during their regular working hours or on school premises.

This policy includes tutoring or assisting online students during the teacher work hours contracted by Harding County School District. (It is permissible to provide tutoring or assistance to online students who are part of a class provided by the DDN).

Reviewed: 02/07/2013

Revised: 01/01/2007

Revised: 5/11/2015

Cross References: GBCA: Staff Conflict of Interest

PROFESSIONAL RESEARCH AND PUBLISHING

The Board recognizes the value of educational research conducted by staff members. However, all research studies carried out within the school system, using district or school data or resources of any kind, or staff or students as subjects must be approved in advance by the Superintendent or a designee. Only those studies which have a value to the school district will be approved.

The Superintendent or a designee will keep a file on topics needing study that will be shared with staff members or graduate students at their request.

When human subjects are involved in research, there will be adequate protection of their confidentiality rights and welfare. Adults and parents of children, who are the subjects of research, will be provided:

- an explanation of procedure and their purposes;
- a description of any possible risks and any benefits to be reasonably expected;
- an offer to respond to inquiries on procedures;
- instruction on the right to refuse to participate or to discontinue participation at any time without prejudice.

Textbooks or other learning materials, resulting from work assignment or developed during the paid work time of a school employee, or while using school equipment, facilities, or materials, are property of the school district.

Adopted: May 11, 2015

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school district must participate intelligently and effectively for the benefit of the children. The Harding County School District will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the Board. In each case, the Superintendent will submit for the Board's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the Board may abolish a position it has created.

Adopted:

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

The Board will establish salary schedules for classifications of the support staff, including secretarial staff, aides, custodians, maintenance, bus drivers and cafeteria workers.

In establishing salaries and salary schedules for support staff personnel, the Board will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the district. Compensation and benefits will be designed to be competitive with those for comparable positions elsewhere in the area.

Annual increments will be dependent upon the employee's satisfactory performance in the position. Advancement from one step to another on the guide will require the Superintendent's recommendation and Board approval.

The hourly rate of pay for part-time and substitute personnel will be set by the Board.

Reviewed: 02/07/2013

Revised: 01/01/2007

Revised: 5/11/2015

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

Support staff employees will be paid over-time wages for work performed in excess of 40 hours in a workweek.

In counting hours for the purpose of allowing overtime work and pay, supervisors will not consider sick leave, vacation time, and holidays as time worked.

The necessity for overtime will be determined in advance by the employee's supervisor and approved by the Superintendent. Overtime also may be authorized to cover an emergency situation.

SPECIAL COMPENSATION

When an employee's assignment requires extra responsibility, the Board, upon recommendation of the Superintendent, may award extra compensation to a support staff employee.

Reviewed: 02/07/2013

Revised: 03/03/2011

Reviewed: 5/11/2015

SUPPORT STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized as an integral part of total compensation for support staff members.

Benefits for support staff members will include coverage, as required by law, under worker's compensation and participation in the Social Security system.

All support staff members who are regularly employed for at least half time will be entitled to membership in the district's group insurance program. Program benefits and the arrangements for the payment of premiums will be the same as those extended to teachers.

Reviewed: 02/07/2013

Revised: 01/01/2007

Reviewed: 5/11/2015

Legal References: SDCL 13-10-3 (Group life & health insurance for employees & retirees)

SDCL 13-10-4 (Retirement pension agreement with employees)

SDCL 13-10-6 (Tax levy for school district retirement system)

SDCL 13-10-8 (Discontinuance of retirement system by board)

SDCL 13-10-9 (Liability insurance for protection of employees)

SDCL 3-11 (Social security coverage)

SDCL 62-1-2 ("Employer" defined)

SDCL 62-3-3 (Employer and employee bound by provisions of title)

Cross References: GBE: Staff Health and Safety

GDBD: Support Staff Leaves and Absences

GDPC: Retirement of Support Staff Members

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences granted to the support staff will be for the purposes of helping them maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

All requests for long-term leaves of absences will be submitted by the Superintendent, along with his/her recommendations, to the Board for its action.

Adopted: October 14, 2002

Reviewed: May 11, 2015

Legal References: SDCL 3-18 (Public employees'
unions)

FILE: GDC

SUPPORT STAFF RECRUITING, POSTING OF VACANCIES & HIRING

The Board will establish and budget for support staff positions in the school district on the basis of need.

The recruitment and selection of candidates for these positions will be the responsibility of the Superintendent who will confer with the principals and other supervisors before making a selection. All candidates will be considered on the basis of their merits and qualifications, and on the needs of the school district. A present employee may apply for any vacancy for which he is qualified. The Superintendent will seek to recommend the best-qualified person for the job.

Conditions of employment for support staff members as well as wages, hours, and other items of this nature will be fixed by the Board upon the recommendation of the Superintendent.

Adopted: 5/11/2015

Legal References: SDCL 13-10-2 (General power of school boards to employ personnel)
SDCL 3-3 (Veterans' preference in employment)

FILE: GDG

SUPPORT STAFF PROBATION

All new employees may serve a probationary period. This will apply to former employees who are reemployed and to employees promoted to new positions.

Throughout the probationary period, and at the end of it, the employee's performance will be evaluated and reviewed by their supervisor(s). If the probationer's performance is found to be satisfactory, they will be placed on regular employment. A new or reemployed employee who performs unsatisfactorily may be terminated. An employee promoted to a new position, and whose performance is found to be unsatisfactory, may be returned to their former position and rate, where they will regain their permanent status, or be transferred to another suitable position.

Adopted: May 11, 2015

Cross References: AFD: Support Staff Evaluation

FILE: GDI

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The Superintendent will make assignments and transfers of support staff members for the efficient operation of the schools. As necessary, he will consult with the building principals and department supervisors on these matters.

Transfers may be initiated by the Superintendent or other administrative officer if it is for the welfare of the employee or the schools. An administrative transfer or reassignment will be made only after a conference between the employee and the Superintendent or respective supervisor, at which time the employee will be notified of the reason for the transfer.

Any employee desiring a transfer in assignment may make a request to his supervisor or the Superintendent. The following criteria in order of priority will form the basis for granting the transfer:

1. The qualifications of the employee.
2. The length of continuous service which the employee has with the district.
3. The contribution the employee would make in the new assignment.
4. The opportunity for growth in the position.

Adopted: May 11, 2015

SUPPORT STAFF TIME SCHEDULES

The Board will set the total number of hours per week, and weeks per year, of work for classified personnel. The normal work week for classified personnel will be Monday through Friday, with the exception of legal holidays; other exceptions and schedules may be designated by the building principal and approved by the Superintendent.

Specific time schedules for support staff members will be set by the appropriate administrators in line with pertinent school opening and closing times, student schedules, and so on. Administrators will inform the Superintendent of the assigned schedules so that there may be continuity as needed throughout the school district.

Reviewed: 02/07/2013

Revised: 01/01/2007

Notes: Individual school districts may include in their policy manual regulations that note the specific number of hours full-time support staff will be required to work each day; the amount of time for lunch and other breaks.

FILE: GDL

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

Further training in job skills is encouraged and, at the discretion of the Board, permission may be granted for employees to attend workshops or conventions. When approval is granted, expenses incurred by the employee will be reimbursed in accordance with Board policy.

Cross References: DLC: Expense Reimbursements

Reviewed: 02/07/2013

Revised: 01/01/2007

SUPPORT STAFF EVALUATION

The Board delegates to the Superintendent or his or her designee the responsibility to develop evaluation procedures for all support personnel. Such procedures are subject to Board approval. At the beginning of each contract period, each support staff employee shall receive a copy of the evaluation procedures and criteria.

Support personnel will receive written evaluations at least annually by their supervisor. Additional evaluations may be made as often as once a month for employees needing assistance and improvement.

Probationary employees will be evaluated at least twice during the probationary period, and at least annually thereafter.

To the extent applicable to the position, the evaluation criteria will include, but is not limited to, the following components:

1. Working knowledge of areas of responsibility.
2. Professional growth.
3. Judgment, logical thinking, creativity, and imagination.
4. Fulfillment of assigned responsibility without neglecting some areas.
5. Adheres to policies of the Board.
6. Fulfills, to the extent applicable with the position, responsibilities related to scheduling, contracting, curriculum/program/project development and implementation.
7. Staff relations.
8. Student relations.
9. Community relations.
10. Communication skills.
11. Ability to adjust to unplanned situations.
12. Use of available financial resources, building, grounds, and other materials in the area of responsibility.

Pursuant to state law, any record or document, regardless of physical form, created by the District in connection with the evaluation of certified staff constitutes personnel information and is not open to inspection or copying.

Adopted: May 11, 2015

Legal SDCL 13-42-70 (Evaluation records & documents not open to inspection or
References: copying)
Cross References: CBG: Superintendent Evaluation
 CGB: Business Manager Evaluation
 GCN: Professional Teaching Staff Evaluation
 CIA: Administrative Staff Evaluation

SUPPORT STAFF PROMOTIONS

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the school district, provided their qualifications (proven and potential ability, training, experience, and personal characteristics) are equal to those of other applicants. However, the best qualified person from among all who apply within and without the school district will be selected.

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with their supervisor or principal and will receive a copy of each. At the completion of the appraisal period, the employee will be notified of continued employment in his new position or reinstatement in his former one.

Employees who have unsuccessfully applied for a promotion will be encouraged to contact their supervisor to discuss position criteria and suggested developmental activities, which would assist in future consideration.

Adopted: May 11, 2015

Cross References: GDC: Support Staff Recruiting, Posting of Vacancies & Hiring

REDUCTION IN SUPPORT STAFF WORK FORCE

The number of employees may be reduced due to a change in program, a change in the size or nature of the student population, or budgetary considerations. The Board will attempt to accomplish such a reduction through normal staff attrition, unless the best interests of the school district dictate otherwise.

In the event reduction of staff is necessary, seniority will be considered along with performance in determining employees who will be affected by either layoff or changes in position. Employees being terminated will be given a two-week notice.

Before a new employee is hired, a staff member whose employment has been suspended due to reduction in force will be given opportunity to return to work should the position be reinstated or other suitable vacancies open.

Adopted: May 11, 2015

RESIGNATION OF SUPPORT STAFF MEMBERS

Any non-certificated employee desiring to resign will be required to make such a request in writing to the Superintendent, stating the time the employee wishes the resignation to become effective.

The Superintendent will present the resignation to the Board at its first meeting after the receipt of the resignation, and the Board will act upon the request of the employee.

At least a two-week notice should be given to the Board by the employee in order to allow ample time for filling the vacancy by a well-qualified individual.

In the event of separation before the end of the contract period, vacation time will be pro-rated.

Adopted: May 11, 2015

RETIREMENT OF SUPPORT STAFF MEMBERS

RETIREMENT SYSTEM

All regularly employed support staff members are participants in the State Retirement System.

RETIREMENT AGE

The Board may not impose a mandatory retirement age on employees.

The Board reserves the right to retire an employee if the employee is unable to satisfactorily perform the duties of their position due to poor health or disability.

OPTION TO CONTINUE WHOLE HEALTH COVERAGE FOR RETIREES

If you are an eligible retired employee, you may continue in the group health coverage or a retiree health benefits program offered by the school district and available to age 65.

Covered dependents can continue for as long as they remain qualified dependents. For more information, call the personnel office of the district.

Qualified dependents includes your spouse, if not divorced or legally separated from you, your unmarried, dependent children up to age 19 who are not employed on a full-time basis or dependent children who are full-time students up to age 23.

Continuation of coverage may be terminated or denied for any of the following reasons:

1. Coverage under another health plan is acquired;
2. The contribution for continuation coverage is not paid on time;
3. Entitlement or enrollment in Medicare;
4. The district no longer provides group health coverage;
5. Your continuation period ends.

Adopted: May 11, 2015

Legal References: 29 USC Chapter 14 (Age Discrimination in Employment)

SDCL 13-10-3 (Group life and health insurance)

SDCL 13-10-4 (Retirement pension agreement with employees)

SDCL 13-10-6 (Tax levy for school retirement system)

SDCL 13-10-8 (Discontinuance of retirement system by board)

SDCL 3-12 (SD Retirement System)

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

The Board will strive to assist personnel to adjust to their positions and to perform their duties satisfactorily. Reasonable effort will be made to avoid dismissing personnel at any level.

When an employee is charged with misconduct, insubordination or unsatisfactory performance, they may be temporarily suspended by the Superintendent until the charges are investigated. If the charges are unfounded, the employee will be reinstated, if not, the employee will be disciplined.

If the employee is dissatisfied with the Superintendent's action, the employee may appeal to the School Board for a review of their case.

Adopted: May 11, 2015

Legal References: SDCL 13-10-15 (Suspension or resignation for criminal conviction)
SDCL 13-10-2 (Power of boards to employ personnel)
SDCL 13-8-39 (Management of schools by board)