

Not all policies dealing with support staff are included in this handbook. Support staff should also become familiar with the Fiscal Management and Personnel sections of the Edgemont School Board Policy Manual. Current copies of the Board Policy Manual are kept in the library, guidance, and administrators' offices.

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### Edgemont School District 23-1 A Statement of School Mission and Objectives

Reference: Board Policy AD/AE

#### **Mission Statement**

The Edgemont School District supports the academic, physical, and social development of each student and challenges them to become productive members of a rapidly changing world.

#### The Edgemont School District 23-1 shall endeavor to develop in each student

- The skills needed for responsible citizenship by promoting strong character and personal well-being.
- A mastery of basic skills in communications and mathematics.
- A knowledge and appreciation of the social sciences, applied sciences, and the arts.
- The knowledge and skills needed for practical application in vocations and avocations.
- > Physical and mental well-being.

#### I. EMPLOYMENT

#### A. NOTICE OF NONDISCRIMINATION

Applicants for admission and employment, students, parents, employees, applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Edgemont School District 23-1 are hereby notified that this school does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities. The superintendent has been designated by the school to coordinate efforts to comply with the regulations regarding nondiscrimination. The superintendent can be contacted for inquiries concerning the school's compliance with discrimination regulations at Edgemont School District 23-1, Box 29, Edgemont, SD 57735.

Complaints may be filed with: U.S. Department of Education, Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, Telephone: (816)880-4200, TDD: (816)891-0582, Fax: (816)891-0644.

#### B. MEDICAL EXAMINATION

The district reserves the right to require health examinations before the applicant is employed, or before an employee returns to work following an illness, other leave, or at any time when the need for such examination may be indicated. The cost for health examinations to gain employment is the responsibility of the applicant.

Maintenance personnel who work in activities where asbestos containing materials may be disturbed, or who wear negative pressure respirators for thirty or more days per year, are required to maintain an on-going, annual medical surveillance. This examination shall be done under the supervision of a licensed physician, without cost to the employee.

Employees must adhere to all requirements of health and examinations set forth by the various governmental units (local, State, and Federal) that pertain to their employment.

#### II. COMPENSATION AND BENEFITS

The base wage schedule will be used to determine the beginning wage rate for new employees. Credit for experience within and outside the district may be granted for exceptional circumstances. Annually, the Board of Education will review support staff wages and make any adjustments as deemed necessary. Substitutes will be paid at the base wage rate and are not eligible for any annual raise that may be granted by the board.

Assistant Cooks, Buildin	ng Secretary, Cus	todians											
Year 1	\$10.15	Year 2	<b>\$10.40</b>	Year 3	\$10.66	Year 4	\$10.93						
Year 5	\$11.20	Year 6	\$11.48	Year 7	\$11.77	Year 8	\$12.07						
Year 9	\$12.37	Year 10	\$12.68	Year 11	\$12.99	Year 12	\$13.32						
Year 13	\$13.65	Year 14 - As per Administration Recommendation											
Administrative Secretar	y, Aides, Head Co	ook											
Year 1	\$11.15	Year 2	\$11.43	Year 3	<b>\$11.71</b>	Year 4	\$12.01						
Year 5	\$12.31	Year 6	\$12.62	Year 7	\$12.93	Year 8	\$13.25						
Year 9	\$13.59	Year 10	As per Administration Recommendation										
Bus Drivers													
Year 1	\$11.40	Year 2	\$11.69	Year 3	\$11.98	Year 4	\$12.28						
Year 5	As per Admi Recommenda												
Head Custodian													
Year 1	\$15.45												
Year 2	As per Adm Recommend												

#### B. TIME SHEETS

Actual hours worked are to be recorded daily on time sheets that show time in and time out. Lunch breaks are not to be included in time worked. Signed time sheets are to be turned into the business office at the end of each week and on the last working day of each month. Teacher aides will be paid for a  $7 \frac{1}{2}$  hour day from 7:40 AM to 3:40 PM (unless other hours are worked out with administration) with a mandatory  $\frac{1}{2}$  hour for lunch.

Activity bus driving is to be recorded on the trip sheet distributed by the transportation supervisor. Arrival and departure times must be noted so driving time and layover time can be calculated. Trip sheets should be turned in after the completion of each activity trip.

#### C. PAYMENT SCHEDULE

All payments for approved vouchers, including non-contracted employees' wages, will be made on the twelfth day of each month, or the work day prior if the twelfth falls on a weekend or school holiday. Non-contracted employees' wages will be for wages earned during the preceding calendar month.

Reference: Board Policy DK

#### D. SALARY DEDUCTIONS

Deductions will be made from the paychecks of all employees for federal income tax, for retirement in keeping with state requirements, and for FICA/FICM (social security/Medicare).

In addition, the Board authorizes the following types of reductions from employee salaries, provided the employee has filed the proper permissions or payroll withholding:

- 1. Employee contributions to the health and life insurance programs and any other similar programs that are or may be approved by the Board.
- 2. Annuities provided that service providers, agents, and employees complete the standardized agreement forms.

Reference: Board Policy DLB

Reference: Board Policy DLD

#### E. OVERTIME COMPENSATION

It will be the policy of the district to pay overtime to all hourly employees who accumulate more than 40 work hours during any work week. The work week is defined as that period of time between 12:00 a.m. Sunday and 11:59 p.m. Saturday.

All overtime must be approved by the employee's immediate supervisor before the overtime hours are worked.

#### F. 403(b) Plan

Edgemont School District maintains a 403b Written Plan. Please refer to the Plan Documents for more information.

#### G. PAID HOLIDAYS

Employees will be paid for the following holidays if they fall on regular work days. Regular work days do not include weekends and are defined by the starting and ending dates for each position. Hours paid will be based on scheduled daily hours for each position.

Other holidays, as determined by the school calendar, are taken without pay.

Labor Day	Christmas Day	Easter Monday			
Thanksgiving	New Year's Day	Memorial Day			
Friday after Thanksgiving	Good Friday	Fourth of July			

12-month, full-time employees: Christmas Eve Day will be considered a paid holiday when it falls, on a weekday.

When Christmas, New Year's Day, or the Fourth of July falls on a weekend, a paid holiday will be scheduled by the administration for the preceding Friday or following Monday.

#### H. ACTIVITY TICKET

An activity ticket will be issued to each regularly scheduled school employee, and is for employee use only.

#### I. INSURANCE 9-10 Month Employees:

All employees qualified by the carrier may join the group medical insurance program if completely supported by the individual.

12 Month Employees: The district will provide \$493.89 per month toward the school's group medical/dental insurance plans for the administrative secretary and custodians.

#### J. WORKERS' COMPENSATION

The district provides a workers' compensation benefit to pay medical and/or disability benefits for work-related injuries and diseases. Employees have a right to benefits if injured on the job. In return, the employee forfeits the right to sue for job-related injuries.

Within three working days of the occurrence of an on the job injury an injured employee (or a representative) must give, or cause to be given, a written notice of injury to the business manager or immediate supervisor. Forms for reporting injuries are available in the business office.

#### K. UNEMPLOYMENT

South Dakota Unemployment Insurance law provides that non-professional school employees shall be denied unemployment insurance benefits if the individual is employed at the end of the school term and there is reasonable assurance that the individual will be employed in the same or an equal capacity the next term.

#### L. EXPENSE REIMBURSEMENT

Personnel and officials who incur expenses in carrying out their authorized duties will be reimbursed by submitting a properly filled out and approved voucher and such supporting receipts as required by the business manager. Reimbursement will be in accordance with Board approved travel allowance, which will comply with the limits established by the State Board of Finance.

Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.

When official travel by personally owned vehicle has been authorized, mileage payment will be made at the rate currently approved by the Board, and in accordance with the State Board of Finance.

Reference: Board Policy DLC

#### M. EXTRA-CURRICULAR ASSIGNMENTS

Non-Certified Staff who are assigned extra-curricular duties will be paid at their primary pay rate and will be paid overtime pay when required to comply with the Fair Pay Overtime Initiative.

#### III. LEAVE POLICIES

The Edgemont School District provides for various types of leave, with and without pay, for the support staff.

A personal absentee report, stating the type of leave used, should be filed with the business office to indicate the type of leave used and the name of the substitute, if applicable. Paid leave will not be granted unless this form is filed.

#### A. SICK LEAVE

Sick leave hours, equal to one day per month of scheduled daily hours for each position, will be credited to individual employee at the end of each calendar month worked. Accumulated sick leave may not exceed 60 days on July 1 of each year.

9-10 month employees: Payment of up to 30 working days at minimum wage will be paid for unused sick leave after separation from service.

12 month, full-time employees: Payment, of up to 45 working days at minimum wage, will be made for unused sick leave after separation from service.

Sick leave may be used for illness of the employee or the employee's immediate family. Immediate family for sick leave purposes includes spouse, parents, mother-in-law, father-in-law, and children.

#### B. PERSONAL LEAVE

One (1) personal leave day will be credited to each 9-10 month employee at the beginning of each school year. Two (2) personal leave days will be credited to each 12 month employee at the beginning of each fiscal year. Hours credited will be based on scheduled daily hours for each position. Leave will be discouraged during the first week or the last two weeks of the school year, the last week of the first semester or the first week of the second semester, the day before and the day after a regular vacation.

To qualify for personal leave, it is the individual's responsibility to obtain approval from the immediate supervisor. Except in an emergency situation, requests should be made in writing 48 hours in advance so that adequate arrangements can be made for the satisfactory continuation of the individual's responsibilities by a substitute.

The administrative secretary and custodians (12-month employees) earn additional personal leave at the following rates:

No. of Years Employed	Days Earned/Mo.
0-5	1/2
6-10	1
11-16	1 1/4
17-20	1 1/2
21+	1 3/4

Personal leave earned will be credited to the employee at the end of each calendar month. Hours earned are based on scheduled daily hours for each position. Number of years employed is determined by the employment date. Twelve-month employees may carry no more than two weeks of personal leave into a new fiscal year, which is July 1 annually. Additional accrued leave

will be forfeited. Nine- and ten-month employees may not carry their personal leave forward.

#### C. COMPASSIONATE LEAVE

During each fiscal year, up to one week of regularly scheduled hours of compassionate leave with pay will be allowed when a death occurs in the immediate family of the employee or the employee's spouse. Immediate family, for the purposes of compassionate leave, includes spouse, parents, children, grandparents, sisters, or brothers related by blood, marriage, or adoption. Compassionate leave is non-accumulative. One-half of these hours of compassionate leave may be used at the employee's discretion for cases not covered by the above.

#### D. JURY DUTY

Any employee called for jury duty, or who is subpoenaed to testify, during working hours in a hearing on a matter in which he/she is not a named party, may elect to use jury leave, with pay, for the days, or parts of days, such absence is required. If jury leave is elected, any per diem received for jury duty or the designated subpoenaed absence shall be turned over to the district. Such worker shall notify the superintendent at least 48 hours in advance of the necessity for taking jury leave.

#### E. PROFESSIONAL LEAVE/INSERVICE TRAINING

The superintendent may approve professional leave with or without pay, and with or without expense reimbursement, for attendance at meetings of professional organizations, workshops, conferences, or school visitations. Professional leave requests should be submitted a minimum of one (1) week in advance.

Employees may be required to participate in specific in-service training programs when the immediate supervisor or superintendent indicates a need exists for improvement or orientation.

#### F. LEAVE WITHOUT PAY

Leave of absence without pay for personal reasons may be granted by the supervisor or superintendent. Requests must be made and approved in advance.

#### G. MILITARY LEAVE OF ABSENCE

ENLISTMENT OR DRAFT-A regular employee shall be granted a leave of absence for the purpose of entering the military service of the United States but not to exceed the enlistment, draft, or activation period. Employees who are activated for military service during their term of employment shall be entitled to leave from their duties without pay and/or use of accrued vacation days. Upon completion of the military service, the employee shall be entitled to reinstatement in the classification held, but subject to the following conditions: (1) that the classification for the position has not been abolished; (2) that the employee is qualified and capable of performing the duties of the classification; (3) that the employee makes written application for reinstatement to the Superintendent within ninety [90] days after termination of military service; (4) that the employee submits an honorable discharge from military service. Prior to entering the service, the employee shall make application via a written letter to the superintendent. The employee shall attach a copy of his/her military orders to his/her letter of request. Any employee hired to replace

an employee on active military duty shall not acquire a continuing contract right to the position

served. ANNUAL TRAINING- Leave shall be granted for reservist/National Guard training purposes but not for a period exceeding a total of fifteen [15] days in any calendar year. Requests shall be made by written request addressed to the superintendent. Military orders shall be attached to the letter of request. Leaves for training when granted throughout the year shall be granted without prejudice, but employees are encouraged to make arrangements to take these training periods during the summer recess. Employees who need to be absent from their regular duties because of military training shall be allowed to: (1) Use accrued vacation for military leave [if applicable]. (2) Take leave without pay for military leave. (3) Take a combination of accrued vacation time and leave without pay [if applicable]. 4) Receive all salary and step

increases that were provided by the board during the absence from their duties. Legal Ref: SDCL 3-6-19 through 3-6-25  $\,$ 

# The following form can be found in the business office. PERSONAL ABSENTEE REPORT Edgemont School District 23-1

Name of Employee	Building
Date of Absence	Time of Absence
Name of Substitute	_
Absence to be charged to: (Check one)	
SICK LEAVE (Employee or family – includes dental)	
Reason for absence	
Family member	
Location of appointment, if any	
<b>COMPASSIONATE LEAVE</b> (Death in family)	
Relationship	
Relationship PERSONAL LEAVE (To be approved in advance)	
Reason for absence	
PROFESSIONAL LEAVE on back (Attach approved	l professional leave request)
JURY DUTY (Refer to policy)	
COMMUNITY SERVICE (Refer to board police	cy)
LEAVE WITHOUT PAY (To be approved in ac	
	and acknowledges that falsification of this statement shall be grounds
	leave absence, superintendent may require employee to submit a doctor's
2. This application must be approved by the supervisor and	I filed with the business office prior to payment for days of absence.
Employee's Signature	Date
Supervisor's Signature	Date

#### IV.GENERAL INFORMATION

#### A. ASBESTOS NOTIFICATION

In 1986, the United States Government passed a law relating to asbestos in school buildings. This law, called AHERA, required that every school building be inspected for asbestos by an EPA certified inspector, that each school building have an "Asbestos Control Plan", and that annual notification be provided regarding asbestos in the district's buildings and the availability of the "Asbestos Management Plan".

The following areas of the Edgemont School District contain asbestos materials:

1) Jr. High Addition - vinyl flooring

In general, asbestos-containing building materials that are hard (such as sheetrock and floor tile) are not dangerous. All asbestos containing materials in the district have been placed on an operations and maintenance program insuring proper maintenance, re-inspection, and period monitoring to prevent exposure to asbestos, wherever it may occur.

The purpose of the "Asbestos Management Plan" is to assure building occupants that any asbestos containing materials that may be present in the buildings are kept in a "safe, undamaged" condition. The public is advised that this plan is available for viewing during normal office hours at the Edgement School District's administration office. It is also possible to receive a copy of this plan for the cost of printing.

#### B.EQUIPMENT TRANSFER AND INVENTORY

Permanent equipment (fixed asset) items have been labeled with a school inventory number. Fixed asset items may not be transferred to another location unless a permanent equipment transfer record is completed. Completed transfer sheets are to be filed with the business office.

At the end of each school year, a physical inventory of each room is required. Fixed asset inventory listings will be distributed by the business office, and each item must be accounted for. All other items in the room are to be listed on a separate form that will be distributed with the fixed asset listing.

#### C. FIRST AID

The school is responsible for giving first aid or emergency treatment only in case of sudden illness or injury to a pupil or a member of the staff. Further medical attention in the case of a pupil is the responsibility of the parent or guardian, or the person designated for emergencies; and in the case of a member of the staff, or the particular individual.

First aid is defined as the immediate and temporary care given in case of an accident or sudden illness, which enables the child to be taken safely home or to a physician. It does not include diagnosis or treatment. Any care beyond first aid will not be given.

Administration will be charged with directing the immediate care of ill or injured persons who come within his area of responsibility.

At each school, procedures for the proper handling of such emergencies will be developed and made known to the staff. These will incorporate the following requirements:

- 1. No treatment except first aid is permitted in schools. The school's responsibility is to place the ill or injured student in the care of the home or family physician as soon as possible.
- 2. Teachers or other trained persons, or bus drivers if the injury occurs on a school bus, will be responsible for administering first aid to students with minor injuries such as scratches, abrasions, bruises, etc.
- 3. A master first aid kit will be kept and properly maintained in each school and each school bus.
- 4. No drugs will be administered by school personnel unless authorized by a physician.
- 5. Parents will be asked to sign and submit an emergency medical authorization which will indicate the procedure they wish the school to follow in event of a medical emergency involving their child.
- 6. In all cases where the nature of an illness or an injury appears serious, the parent or guardian will be contacted if possible, and the instructions on the child's emergency card followed. Thus, in extreme emergencies arrangements usually may be made for a child's immediate hospitalization whether or not the parent or guardian can be reached.
- 7. No young child who is ill or injured will be sent home alone, nor will an older child unless the illness is minor and the parent or guardian has been informed in advance.

Reference: Board Policy EBBA

#### D. KEYS

All keys to school buildings will be issued through the business office. Employees receiving keys will be required to sign an agreement stating the estimated cost of reordering and rekeying in the event keys are lost. The agreement will require the employee to reimburse the district for the full cost of reordering and rekeying, up to a maximum of \$100.00, if keys are lost. Keys must be returned to the office at the end of each school term.

No keys will be issued to, and may not be loaned to, persons who are not employees of the district. No key is to be given to a student for any reason.

#### E. PROCEDURES FOR HANDLING BODY FLUIDS

- 1. All blood and body fluids will be treated as if they are contaminated with the HIV virus.
- 2. Any person cleaning up these spills will wear latex gloves while in contact with the spill (blood, vomitus, urine, and feces).
- 3. All materials used to clean spills, bandages, used gloves, which are disposable will be sealed in a plastic bag.
- 4. All materials used to clean these spills which are not disposable will be initially wiped down with household bleach until a proper disinfectant can be obtained to clean the apparatus. Concentration of the bleach can be diluted to 1:100 of bleach and water. The school will have an effective germicide approved by the U.S. Environmental Protection Agency effective in killing tuberculosis germs.
- 5. Good hand washing practices will be observed when cleaning up spills. Hands will be washed thoroughly with soap and scrubbed for 1-3 minutes continuously.
- 6. Specific procedures for handling body fluids are in administrative procedures memo dated November 30, 1990, and will be distributed with this policy.

Reference: Board Policy GEA

#### F. Reporting Child Abuse

Any teacher or other school employee who suspects that a child enrolled in the Edgemont School District has been neglected or physically abused (including sexual or emotional abuse) by a parent or other person, will report this information in writing to the Administration or superintendent. The Administration or superintendent should immediately report this information to the department of social services. If the Administration or superintendent does not confirm to the teacher or other employee within 24 hours that action has been initiated, the employee will report this information directly to the proper authorities. The report will contain the child's name, address, and age; the parent or caretaker's name and address; nature and extent of injuries or description of neglect; and any other information that might help establish the cause of injuries or condition.

School employees, including administrators, will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, but only to report his/her suspicions of abuse or neglect.

Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting, or from any resulting judicial proceeding, even if the suspicion is proved to be unfounded.

Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner by a school administrator or his/her designee. Information or records concerning reports of suspected abuse or neglect are confidential. The release to persons other than those provided by law is punishable by a fine, jail sentence, or both. Failure to make a report where abuse or neglect is suspected is subject to the same punishment.

Reference: Board Policy JHG

#### G. SEXUAL HARASSMENT

It is the Edgemont School District's Policy that sexual harassment is not appropriate behavior and it will not be tolerated. Any employee or student will be subject to disciplinary action including termination or expulsion for a violation of this policy.

#### Definition:

Unwelcome sexual advances, requests for sexual favors, solicitation of sexual activity by promise of rewards, physical conduct of a sexual nature, coercion of sexual activity by threat of punishment or reprisal, verbal sexist remarks, or physical assaults constitute sexual harassment. Sexual harassment occurs when (1) submission to such conduct is made, either explicitly or implicitly, a term of an individual's employment or student's safety and well-being, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment or educational environment (regardless of intent).

#### Responsibility:

Edgemont School District officers, employees, and students are responsible for maintaining a working and learning environment free from sexual harassment. Explanation of this policy will be provided by the school district at workshops and at other activities. Careful scrutiny will be undertaken of all allegations of sexual harassment.

#### Complaints:

Any employee or student who believes they have been victimized by sexual harassment by another person on the premises should promptly report the incident to their immediate supervisor, counselor, or administrator. A sexual harassment complaint must be confirmed by the person being harassed. All reported incidences of sexual harassment will be thoroughly investigated in a timely manner and, if well-founded, the individual will be subject to immediate and appropriate disciplinary action which could include termination/expulsion.

If an employee or student files a written complaint because of dissatisfaction with the handling of the complaint, he or she may utilize the grievance procedure available to that individual.

#### Investigation and Recommendation:

By authority of the District, the superintendent, upon receipt of the report or complaint alleging sexual harassment, shall immediately authorize an investigation. This investigation may be conducted by district officials or by a third party designated by the District. The investigating parties shall provide a written report of the status of the investigation within ten (10) working days to the superintendent.

In determining whether alleged conduct constitutes sexual harassment, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In addition, the District may take immediate steps, at its discretion, to protect the complainant, student and employees pending completion of an investigation of alleged sexual harassment.

#### School District Action:

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the District. The report will document any disciplinary action taken as a result of the complaint.

#### Reprisal:

The school district will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Reference: Board Policy ACAA

#### I. USE OF SCHOOL PROPERTY

All buildings, grounds, and personal property owned or under lease by the school district shall be considered school property. It is the duty of each employee to safeguard and protect the property of the district. Care should be taken to see that windows and doors are properly secured before leaving the building at the end of each day.

Removal of school furniture or equipment from the buildings for private use is prohibited, except on the direct authority of the superintendent. School-owned property may be loaned to staff persons only when school is not in session and only upon the permission of the superintendent. If the equipment is damaged while on loan, the borrower is responsible for repair/replacement costs.

The use of any room in the Edgemont School must be arranged for in advance with the activity director.

#### J. WEAPONS

No person, other than a law enforcement officer, is permitted to intentionally carry, have in his/her possession, store, keep, leave, place, or put into the possession of another person, any firearm or air gun whether or not the firearm or air gun is designed, adapted, used or intended primarily for imitative or noise-making purposes at a school activity or on school property which includes buildings, grounds, parking lot, and school buses and vehicles.

This policy does not apply to starting guns while in use at athletic events, supervised educational purposes, supervised firing ranges, gun shows, or supervised gun safety training sessions.

Students, who violate this policy, will have the weapon/s confiscated and their parent/guardian notified. A report may also be filed with the appropriate law enforcement personnel.

Violation of this policy will subject student/s to disciplinary action which may result in suspension or expulsion.

#### K. CELL PHONES

Cell phones can be used only during a planning period, lunch time, or before and after school.

#### L. STAFF ETHICS

All staff members shall conduct themselves in accordance with the highest ethical and professional standards.

#### Procedures:

- 1. Employees of the Edgemont School District will not engage in nor have a financial interest, directly, or indirectly, in any activity that conflicts (or raises question of conflict) with their duties and responsibilities in the school system.
- 2. Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.
- 3. Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other products to the school district. They will not furnish the names of students or parents to anyone selling these materials.
- 4. At no time will any administrator responsible for the supervision and/or evaluation of an employee be directly related to him/her.
- 5. Employees shall make themselves familiar with, and abide by, the laws of South Dakota Board policies and the administrative regulations designed to implement them.
- 6. Employees shall conduct themselves in a manner that reflects credit to the school district and sets forth a model worthy of emulation by students.
- 7. Employees are expected to conduct themselves at all times in such a manner as to foster good public relations. Public statements should be in good taste.
- 8. Employees will carry out their assigned responsibilities with conscientious concern. The following specific responsibilities required of all employees:
  - a. Faithfulness and promptness in attendance at work.
  - b. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
  - c. Diligence in submitting required reports promptly at the times specified.
  - d. Care and protection of school property.
  - e. Concern and attention toward their own and the school district's legal responsibility for the safety and welfare of students, including the need to assure that students are under supervision at all times.

Reference Board Policy: GBC Adopted: August 12, 1985 Revised: July 12, 1999

#### V. STUDENT TRANSPORTATION

#### A. BUS DRIVER EXAMINATION AND TRAINING

The driver of a school bus is charged with a serious responsibility for the safety of the children in his/her care. It is therefore important that school buses only be operated by a properly licensed driver who has passed all examinations prescribed by the statute and the Department of Public Safety. Such license will be issued annually to a driver who complies with all regulations.

In application for a bus driver's license and in accordance with state law, each bus driver will be required to have a bi-annual physical examination. The following procedure will be used by Edgemont School District as it pertains to bus drivers.

- 1. We make arrangements with a doctor to do all of our bus driver physicals through the local clinic.
- 2. The only physicals we will pay for will be the ones we arrange with the doctor to do.
- 3. Those people we want to use as drivers, we will send to the doctor with a voucher or purchase order. We will then pay that fee through our normal channels.
- 4. When the prospective driver gets the license to drive, we will reimburse that cost after the person has driven for the district a minimum of 10 hours. License costs will be processed for reimbursement after 10 hours of driving, with the stipulation that the district will be repaid if the driver resigns prior to working 40 hours.
- 5. If a doctor other than the one arranged by the school district gives the physical, payment will be made on a reimbursement basis to the driver. The amount of the reimbursement will not exceed the amount which would have been charged by the doctor chosen by the school district.
- 6. Payment for or reimbursement for, physicals and/or licenses will be made only in those cases which have been authorized by the school district or its representative.
- 7. Reimbursement for cost of first-aid course will be handled in same manner as reimbursement for cost of license.

Reference: Board Policy EEACA

Programs for Students with Disabilities under Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with a disability in any program receiving federal financial assistance. Section 504 defines a person with a disability as anyone who:

- has a mental or physical impairment which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working;
- 2. has a record of such impairment; or
- 3. is regarded as having such an impairment.

The Edgemont School District 23-1 acknowledges its responsibility under Section 504 to avoid discrimination in policies and practices regarding its personnel and students. No discrimination against any person with a disability shall knowingly be permitted in any program or practices in the school district.

Complaints may be filed with the Office for Civil Rights, Region VIII, U.S. Department of Education, Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, Telephone: (816)880-4200; Fax: (816)891-0644; TDD: (816)891-0582.

## SECTION 504 PROCEDURAL SAFEGUARDS Edgemont School District 23-1

The following is a description of student and parent rights granted by federal law. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions.

YOU HAVE THE RIGHT TO:

- 1. Have your child take part in, and receive benefits from public education programs without discrimination based on a disability;
- 2. Have the school advise you as to your rights under federal law;
- 3. Receive notice with respect to identification, evaluation, or placement of your child;
- 4. Have your child receive a free appropriate public education. This includes the right to be educated with other students to the maximum extent appropriate. It also includes the right to have the school make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities;
- 5. Have your child educated in facilities and receive services comparable to those provided students without disabilities;
- 6. Have your child receive special education and related services if she/he is found to be eligible under the Individuals with Disabilities Education Act (IDEA) (PL101-476), or to receive reasonable accommodations under Section 504 of the Rehabilitation Act;
- 7. Have evaluation, educational, and placement decisions made based upon a variety of information sources, and by individuals who know the student, the evaluation data, and placement options;
- 8. Have transportation provided to a school placement setting at no greater cost to you than would be incurred if the student were placed in a program by the school district;
- 9. Give your child an equal opportunity to participate in non-academic and extra-curricular activities offered by the school district;

- 10. Examine all relevant records relating to decisions regarding your child's identification, evaluation, educational program, and placement;
- 11. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records;
- 12. A response from the school district to reasonable requests for explanations and interpretations of your child's records;
- 13. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If the school district refuses this request for amendment, it shall notify you within a reasonable time, and advise you of the right to a hearing;
- 14. File a 504 grievance if you have a disagreement with the school;
- 15. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program, or placement. You and the student may take part in the hearing and have an attorney represent you;
- 16. File a complaint with the Office for Civil Rights, Region VIII, U.S. Department of Education, Office for Civil Rights, 10220 Northern Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, Telephone: (816)880-4202; Fax: (816)891-0644; TDD: (816)891-0582.

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